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 27, 2021 - 10:00 AM
300 North Loraine
Midland, Texas
Council Chamber - City Hall

Videoconference Information

Join from a PC, Mac, iPad, iPhone or Android device:
Please click this URL to join. https://us06web.zoom.us/j/87147742734?pwd=RmxWQ2ozZTBjbFRTdGhaZ1hUMUNJZz09
Passcode: 201578

Or One tap mobile:
+13462487799,,87147742734# US (Houston)
+12532158782,,87147742734# 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 +1 720 707 2699 or +1 301 715 8592 or +1 312 626 6799 or +1 646 558 8656
Webinar ID: 871 4774 2734
International numbers available: https://us06web.zoom.us/u/kcoMhdH6u1

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

OPENING ITEMS

1. Invocation – Monsignor Larry Droll, St Ann's Catholic Church

2. Pledge of Allegiance

PRESENTATIONS

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

3a. Present a Proclamation honoring Tyler Stewart, the UIL 6A State Champion in boys singles tennis

CONSENT AGENDA

4. MOTION APPROVING THE FOLLOWING MINUTES:

4a. SPECIAL SESSION OF JULY 8, 2021

4b. REGULAR SESSION OF JULY 13, 2021

5. 2021-082 – RESOLUTION APPROVING A CONTRACT WITH RESTROOM FACILITIES, LTD., THROUGH BUYBOARD, FOR THE PURCHASE AND INSTALLATION OF A RESTROOM FACILITY AT WASHINGTON PARK FOR A TOTAL COST OF $256,781.00; APPROVING $25,000.00 FOR CONTINGENCIES; AND APPROPRIATING FUNDS FOR SAID PROJECT (DISTRICT 2) (GENERAL SERVICES)

6. 081-2021 – MOTION AUTHORIZING THE EXECUTION OF A PROFESSIONAL SERVICES AGREEMENT WITH LUCK DESIGN TEAM, LLC, FOR DESIGN AND CONSTRUCTION ADMINISTRATION SERVICES FOR THE HOGAN PARK MASTER PLAN AND THE HOGAN PARK PHASE II IMPROVEMENTS PROJECT; AND APPROPRIATING $2,513,940.00 FROM THE PARKS BOND PROJECTS FUND (126) TO A PROJECT ESTABLISHED BY THE CITY OF MIDLAND FINANCE DEPARTMENT (DISTRICT 2) (GENERAL SERVICES)

7. 082-2021 – MOTION APPROVING THE PLANS AND SPECIFICATIONS FOR THE FLORIDA AVENUE AND COTTON FLAT ROAD WATER MAIN IMPROVEMENTS PROJECT, 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 2) (GENERAL SERVICES)

8. 2021-083 – RESOLUTION AUTHORIZING THE EXECUTION OF A CONTRACT WITH HENTHORN COMMERCIAL CONSTRUCTION, LLC, FOR THE RENOVATION OF THE WATER RECLAMATION FACILITY WAREHOUSE OFFICE AND OPERATIONS LABORATORY THROUGH BUYBOARD AT A TOTAL COST OF $84,682.34; APPROVING $12,702.35 FOR CONTINGENCIES; AND APPROPRIATING FUNDS FOR SAID PROJECT (DISTRICT 2) (GENERAL SERVICES)

9. 2021-084 – RESOLUTION APPROVING THE FISCAL YEAR 2021-2022 BUDGET OF THE MIDLAND DEVELOPMENT CORPORATION, A TYPE A CORPORATION AS AUTHORIZED BY CHAPTER 504 OF THE TEXAS LOCAL GOVERNMENT CODE (DISTRICT: NONE) (CITY MANAGER)

10. 083-2021 – MOTION APPROVING A CONTRACT BETWEEN THE MIDLAND DEVELOPMENT CORPORATION AND STRONG ENVIRONMENTAL SERVICES, LLC, FOR THE INSTALLATION OF ADDITIONAL SECURITY MEASURES AT THE WESTERN UNITED LIFE BUILDING (DISTRICT 2) (CITY MANAGER)

11. 084-2021 – MOTION AUTHORIZING THE EXECUTION OF AN ECONOMIC DEVELOPMENT AGREEMENT WITH THE MIDLAND DEVELOPMENT CORPORATION FOR THE CONSTRUCTION OF CERTAIN IMPROVEMENTS TO THE MIDLAND DRAW, AS AUTHORIZED BY CHAPTER 501 OF THE TEXAS LOCAL GOVERNMENT CODE (DISTRICT 2) (CITY MANAGER)

12. 085-2021 – MOTION APPROVING A PROMOTIONAL AGREEMENT BETWEEN THE MIDLAND DEVELOPMENT CORPORATION AND DINI SPHERIS, INC., TO ADVERTISE AND PUBLICIZE THE CITY OF MIDLAND, TEXAS, FOR THE PURPOSE OF DEVELOPING NEW AND EXPANDED BUSINESS ENTERPRISES (DISTRICT 2) (CITY MANAGER)

13. 2021-085 – RESOLUTION APPROVING THE ISSUANCE OF PERMITS TO MCM OPERATING, LLC (“OPERATOR”) TO DRILL SEVEN OIL AND GAS WELLS LOCATED IN SECTION 6, BLOCK X, H.P. HILLIARD SURVEY, CITY OF MIDLAND, MIDLAND COUNTY, TEXAS (GENERALLY LOCATED 485 FEET SOUTH OF MOCKINGBIRD LANE AND BETWEEN 1,681 FEET AND 1,801 FEET EAST OF HOLIDAY HILL ROAD); AND PROVIDING THAT SAID PERMITS DO NOT REQUIRE A NEW ROAD REPAIR AGREEMENT BUT SHALL BE CONSOLIDATED UNDER AN EXISTING ROAD REPAIR AGREEMENT (DISTRICT 1) (DEVELOPMENT SERVICES)

14. 2021-086 – RESOLUTION AUTHORIZING THE CITY MANAGER TO CONVEY A 0.382-ACRE TRACT OF LAND OUT OF SECTION 14, BLOCK 39, T-1-S, T&P RR CO. SURVEY, CITY AND COUNTY OF MIDLAND, TEXAS (THE “CONVEYED TRACT”), TO THE OWNER OF PROPERTY ABUTTING THE CONVEYED TRACT IN EXCHANGE FOR SAID ABUTTING PROPERTY OWNER CONVEYING TO THE CITY A 0.253-ACRE TRACT OF LAND OUT OF LOT 2B, BLOCK 14, CLAYDESTA PLAZA, SECTION 14, CITY AND COUNTY OF MIDLAND, TEXAS (THE “ACQUIRED TRACT”); AUTHORIZING THE CITY MANAGER TO ACCEPT THE ACQUIRED TRACT; AUTHORIZING THE CITY MANAGER TO NEGOTIATE, EXECUTE AND FILE ALL DOCUMENTS NECESSARY TO CONVEY THE CONVEYED TRACT AND ACCEPT THE ACQUIRED TRACT, PURCHASE TITLE INSURANCE POLICIES AND HOLD THE CLOSINGS; ORDERING THE CITY SECRETARY TO RECORD, OR ENSURE THAT THE TITLE COMPANY RECORDS, THE INSTRUMENT CONVEYING TO THE CITY THE ACQUIRED TRACT (DISTRICT 3) (ENGINEERING SERVICES)

15. 086-2021 – MOTION AUTHORIZING THE CITY MANAGER OR THE CITY MANAGER'S DESIGNEE TO ADVERTISE A REQUEST FOR PROPOSAL FOR AN OPERATOR FOR SERVICES ASSOCIATED WITH THE REMEDIATION OF T-BAR WELLFIELD REMEDIATION PLAN AS APPROVED BY THE TEXAS RAILROAD COMMISSION 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) (UTILITIES)

16. 087-2021 – MOTION AUTHORIZING THE EXECUTION OF A RIGHT-OF-WAY LICENSE (21-329-012) BETWEEN THE CITY OF MIDLAND AND ENVIRONMENTAL DISPOSAL SYSTEMS, LLC, REGARDING CITY-OWNED PROPERTY DESCRIBED AS SECTION 24, BLOCK 37, TOWNSHIP 3 SOUTH, T&P RR CO. SURVEY, MIDLAND COUNTY, TEXAS (DISTRICT: NONE) (UTILITIES)

17. 088-2021 – MOTION AUTHORIZING THE EXECUTION OF A RIGHT-OF-WAY LICENSE (21-329-011) BETWEEN THE CITY OF MIDLAND AND ENVIRONMENTAL DISPOSAL SYSTEMS, LLC, REGARDING CITY-OWNED PROPERTY DESCRIBED AS SECTION 24, BLOCK 37, TOWNSHIP 3 SOUTH, T&P RR CO. SURVEY, MIDLAND COUNTY, TEXAS (DISTRICT: NONE) (UTILITIES)

18. 089-2021 – MOTION AUTHORIZING THE EXECUTION OF A RIGHT-OF-WAY LICENSE (21-329-010) BETWEEN THE CITY OF MIDLAND AND ENVIRONMENTAL DISPOSAL SYSTEMS, LLC, REGARDING CITY-OWNED PROPERTY DESCRIBED AS SECTION 24, BLOCK 37, TOWNSHIP 3 SOUTH, T&P RR CO. SURVEY, MIDLAND COUNTY, TEXAS (DISTRICT: NONE) (UTILITIES)

19. 090-2021 – MOTION AUTHORIZING THE EXECUTION OF A RIGHT-OF-WAY LICENSE BETWEEN THE CITY OF MIDLAND AND ENVIRONMENTAL DISPOSAL SYSTEMS, LLC, REGARDING CITY-OWNED PROPERTY DESCRIBED AS SECTIONS 12 AND 24, BLOCK 37, TOWNSHIP 3 SOUTH, T&P RR CO. SURVEY, MIDLAND COUNTY, TEXAS (DISTRICT: NONE) (UTILITIES)

20. 091-2021 – MOTION AUTHORIZING THE EXECUTION OF CHANGE ORDERS NUMBER 1 AND 2 WITH GARNEY CONSTRUCTION REGARDING THE NORTHEAST WATER SYSTEM IMPROVEMENTS; SAID CHANGE ORDERS TO BE IN THE AMOUNT OF $272,454.76 AND TO PROVIDE FOR PIPELINE ADJUSTMENTS AND PUMP IMPROVEMENTS (DISTRICT: ALL) (UTILITIES)

21. 092-2021 – MOTION AUTHORIZING THE EXECUTION OF A RIGHT-OF-WAY LICENSE BETWEEN THE CITY OF MIDLAND AND PLAINS PIPELINE, LP, REGARDING CITY-OWNED PROPERTY DESCRIBED AS SECTION 8, BLOCK 38, TOWNSHIP 1 SOUTH, T&P RR CO. SURVEY, MIDLAND COUNTY, TEXAS (DISTRICT: NONE) (UTILITIES)

22. 093-2021 – MOTION AUTHORIZING THE EXECUTION OF A RIGHT-OF-WAY LICENSE BETWEEN THE CITY OF MIDLAND AND MCM OPERATING, LLC, REGARDING CITY-OWNED PROPERTY DESCRIBED AS SECTION 24, BLOCK 40, TOWNSHIP 1 SOUTH, T&P RR CO. SURVEY, MIDLAND COUNTY, TEXAS (DISTRICT 1) (UTILITIES)

23. 094-2021 – MOTION AUTHORIZING THE EXECUTION OF A RIGHT-OF-WAY LICENSE BETWEEN THE CITY OF MIDLAND AND MCM OPERATING, LLC, REGARDING CITY-OWNED PROPERTY DESCRIBED AS SECTION 6, BLOCK X, H.P. HILLARD SURVEY, MIDLAND COUNTY, TEXAS (DISTRICT 1) (UTILITIES)

SECOND READINGS

24. 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) (FIRST READING HELD JULY 13, 2021)

25. 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) (FIRST READING HELD JULY 13, 2021)

26. 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) (FIRST READING HELD JULY 13, 2021)

27. 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) (FIRST READING HELD JULY 13, 2021)

28. 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) (FIRST READING HELD JULY 13, 2021)

29. 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) (FIRST READING HELD JULY 13, 2021)

30. 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) (FIRST READING HELD JULY 13, 2021)

31. 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) (FIRST READING HELD JULY 13, 2021)

32. 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) (FIRST READING HELD JULY 13, 2021)

PUBLIC HEARINGS

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

33. 2021-087 – RESOLUTION AMENDING THE COMMUNITY DEVELOPMENT BLOCK GRANT 2020-2021 ACTION PLAN; AND AUTHORIZING THE ALLOCATION OF FUNDS (DISTRICT: ALL) (DEVELOPMENT SERVICES)

34. 095-2021 – THE PROPOSED GRANTING OF OIL AND GAS WELL PERMITS TO PERMIAN DEEP ROCK OIL CO., LLC FOR THE DRILLING OF THE OIL AND GAS WELL CHARGER 115 MIPA UNIT #H115LS; SAID WELL BEING GENERALLY LOCATED 2,080 FEET WEST OF RANKIN HIGHWAY AND 520 FEET SOUTH OF WEST I-20 (DISTRICT 2) (DEVELOPMENT SERVICES)

35. 10213 – AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO GRANT A SPECIFIC USE DESIGNATION WITH TERM FOR LOT 8A, BLOCK 27, WYDEWOOD ESTATES, SECTION 29, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED AT THE NORTHEAST CORNER OF THE INTERSECTION OF NORTH LOOP 250 WEST AND PRESTON DRIVE), WHICH IS PRESENTLY ZONED PD, PLANNED DEVELOPMENT 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)

36. 10214 – AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE A 0.43-ACRE TRACT OF LAND OUT OF LOT 14, BLOCK 1, 349 RANCH ESTATES, CITY AND COUNTY OF MIDLAND, TEXAS, FROM AE, AGRICULTURAL ESTATE DISTRICT TO SF-3, SINGLE-FAMILY DWELLING DISTRICT (GENERALLY LOCATED ON THE WEST SIDE OF SHAWNEE, APPROXIMATELY 175 FEET NORTH OF TEJAS); 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)

37. 10215 – AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE THE NORTH HALVES OF TRACTS 12, 13 AND 14, HILLCREST ACRES, AND THE ENTIRETY OF LOT 2, BLOCK 3, HILLCREST ACRES, SECTION 10, CITY AND COUNTY OF MIDLAND, TEXAS, FROM SF-1, SINGLE-FAMILY DWELLING DISTRICT TO PD, PLANNED DEVELOPMENT DISTRICT FOR AN OFFICE CENTER AND HOUSING DEVELOPMENT (GENERALLY LOCATED ON THE SOUTH SIDE OF ANDREWS HIGHWAY, APPROXIMATELY 170 FEET EAST OF WOODCREST DRIVE); CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION (COUNCIL DISTRICT 4) (DEVELOPMENT SERVICES)

38. 10216 – AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE LOT 2, BLOCK 3, MOODY ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS, FROM LI, LIGHT INDUSTRIAL DISTRICT TO SF-3, SINGLE-FAMILY DWELLING DISTRICT (GENERALLY LOCATED ON THE WEST SIDE OF NORTH MADISON STREET, APPROXIMATELY 97 FEET SOUTH OF SOUTH STREET); CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION (DISTRICT 2) (DEVELOPMENT SERVICES)

39. 10217 – AN ORDINANCE GRANTING A SPECIAL EXCEPTION FOR LOT 16, BLOCK 2, EASTOVER ADDITION, SECTION 2, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED AT THE SOUTHEAST CORNER OF THE INTERSECTION OF JESSE STREET AND EAST ILLINOIS AVENUE), BY PERMITTING A REDUCED MINIMUM LOT AREA, A REDUCED MINIMUM LOT WIDTH, AND 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-22, 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 2) (DEVELOPMENT SERVICES)

PUBLIC COMMENT

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

Respectfully Submitted,

Robert Patrick
City Manager

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

CITY OF MIDLAND, TEXAS
MIDLAND CITY COUNCIL
SPECIAL MINUTES
July 8, 2021

The City Council convened in **Special** Session at Midland Fire Department Station 11, 6600 Briarwood Avenue, Midland, Texas, at 9:00 AM, Thursday, July 8, 2021.

Council Members present:	Scott Dufford, Lori Blong
Council Members absent:	Patrick Payton, Spencer Robnett, Michael Trost, John Norman, Jack Ladd
Staff members present:	City Manager Robert Patrick, Deputy City Manager Morris Williams, City Secretary Amy Turner, Administrative Services Director Mark Widmann, Development Services Director Charles Harrington, General Services Director Regina Stephenson, Fire Chief Charles Blumenauer, Airports Director Justine Ruff, Presiding Judge Tim Meek, Engineering Services Director Jose Ortiz, Utilities Director Carl Craigo, Assistant to the City Manager Marcia Bentley-German, Public Information Officer Erin Bailey, Attendee Erika Martinez, Attendee 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 11.

   Fire Chief Chuck Blumenauer welcomed everyone. The invocation was heard and colors posted. Comments were made by Council Member Lori Blong.

   Chief Blumenauer recognized all who had a part in making the new fire station a reality and invited everyone to tour the facility.

All the business at hand having been completed, the meeting adjourned at 9:14 a.m.

PASSED AND APPROVED July 27, 2021.

_____
Patrick Payton, Mayor

ATTEST:

DRAFT

Amy M. Turner, City Secretary

DRAFT

MIDLAND CITY COUNCIL
MINUTES
July 13, 2021

The City Council convened in regular session in the Council Chamber, City Hall, Midland, Texas, at 10:00 a.m., July 13, 2021.

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

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

OPENING ITEMS

1. Invocation – Pastor Randy Sims, Midland Bible Church

2. Pledge of Allegiance

Mayor Payton announced that agenda items 25 and 26 would be heard first.

CONSENT AGENDA

Lori Blong moved to approve the Consent Agenda items 3-16, excluding item(s) 4, 8, 9; seconded by Michael Trost.

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

3. MOTION APPROVING THE FOLLOWING MINUTES:

3a. BRIEFING SESSION OF JUNE 22, 2021

3b. REGULAR SESSION OF JUNE 22, 2021

DRAFT

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

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)

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)

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(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)

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

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)

Council Member Trost asked what true up means. Chief Information Officer Jennifer Frescaz reported this is for Microsoft licensing for PCs, servers and equipment for a three year term.

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Spencer Robnett moved to approve Resolution No. 2021-075; seconded by Michael Trost.

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

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)

Dustin Johnson, 700 McDonald, thought it was ridiculous to spend that much money on a playground and $5 million at Hogan Park when the skate park has had nothing done. We shouldn't spend money on new parks when we can't maintain what we already have. He felt that all parks should have shade structures and bench seating.

Council Member Robnett noted that in the past there was talk about matching funds raised by his group for improvements to the park. He asked if they have raised any money. Mr. Johnson reported they have not. Mayor Payton asked if shade structures and seating were added to the skate park if he would be opposed to this item. Mr. Johnson reported he would not.

Council Member Norman asked if this cost included shade. Parks & Recreation Manager Laurie reported it was just for the park equipment. Council Member Trost thought this was too much money.

Spencer Robnett moved to approve Resolution No. 2021-077; seconded by Jack Ladd.

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

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)

Council Member Trost asked if this is all airport money being used. Airports Director Justine Ruff reported they are using CARES Act money for the majority of this project.

Spencer Robnett moved to approve Resolution No. 2021-078; seconded by Jack Ladd.

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

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NAY: None
ABSTAIN: None
ABSENT: None

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)

Deputy City Secretary SueAnn Reyes read the caption of Ordinance No. 10196.

Spencer Robnett moved to approve the second and final reading of Ordinance No. 10196; seconded by John Norman.

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

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)

Deputy City Secretary SueAnn Reyes read the caption of Ordinance No. 10197.

Spencer Robnett moved to approve the second and final reading of Ordinance No. 10197; seconded by Lori Blong.

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

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

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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)

Deputy City Secretary SueAnn Reyes read the caption of Ordinance No. 10198.

Jack Ladd moved to approve the second and final reading of Ordinance No. 10198; seconded by Spencer Robnett.

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

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)

Deputy City Secretary SueAnn Reyes read the caption of Ordinance No. 10199.

Jack Ladd moved to approve the second and final reading of Ordinance No. 10199; seconded by Lori Blong.

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

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)

Deputy City Secretary SueAnn Reyes read the caption of Ordinance No. 10201.

Jack Ladd moved to approve the second and final reading of Ordinance No. 10201; seconded by Michael Trost.

The motion passed by the following vote:

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

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)

    Oil & Gas Compliance Officer Ron Jenkins gave a brief overview of the item noting the location is near the window pane area. It was previously permitted and will have a sound wall on a portion of the site. The tank battery is located in the county to the north. This is similar to the previously permitted wells on this site.

    Mayor Payton opened the public hearing at 12:09 p.m. There being no one present wishing to speak, the public hearing was immediately closed.

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)

    Oil & Gas Compliance Officer Ron Jenkins gave a brief overview of the item noting this well was previously permitted in the past but the permit expired and they are bringing it back again. It is off I-20 across from the Petroleum Museum and is similar to the other wells. The tank battery is inside the City and is inspected.

    Mayor Payton opened the public hearing at 12:10 p.m. There being no one present wishing to speak, the public hearing was immediately closed.

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)

    CDBG Manager Isaac Garnett reported they have two applicants to consider. This is a public hearing only. If Council agrees, staff will submit an application for an amendment. The first application is for COVID funding for the Salvation Army and the second is for Casa de Amigos to extend their grab and go meals for the next three months.

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

Tonya Eckert, Casa de Amigos, reported they are asking for additional funding for the Grab and Go meal program. They are excellent meals and nutritious for the seniors who we want to keep out of grocery stores and restaurants. They feed about 210 different individuals at the Southeast Senior Center and 225 at the Midland Senior Center. They purchase their meals through a local catering company.

Robert Coriston, Salvation Army, reported that during COVID and the winter storm they have not had one day they were not able to serve meals. They have seen a 33% uptick in customers. They have not been able to do their fundraising and are asking for help with their feeding program. He answered questions about their shelter. They feed 140 shelter clients in addition to 60 people off the street two meals a day or provide families with food boxes.

There being no one else wishing to speak, the public hearing was closed at 12:18 p.m.

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)

Deputy City Secretary SueAnn Reyes read the caption of Ordinance No. 10173.

Mayor Payton opened the public hearing at 10:04 a.m.

Amy Stretcher Burkes, 6408 Homestead, stated that a vote yes is signaling one land owner is more important than multiple land owners. Those adjacent to the golf course are the most affected. She has been in this fight since the beginning and feels it is unjust. A petition has been signed by 1,473 people to save Nueva Vista. The Tall City Tomorrow plan designated Nueva Vista as a green space. Any development should enhance the existing development, not harm it. She asked Council to vote no.

Dan Corrales, 1600 North Weatherford, stated this issue raises questions about development in Midland. Experience shows that a responsible development is good for Midland and we need to listen to the residents and all land owners. The owner of the golf course wants to sell his land, which is his right, but we should also hear the adjacent land owners. Annexing and changing the zoning will affect the community. If this does pass, any development will still need to be approved by Planning & Zoning and Council.

Jon Crain, Odessa, regrets that his plans to sell this property has put Council in this position today. He is gratified that this property that he has labored over for 22 years has become so important to the neighbors. Midland is an affluent town and very few have privilege to see a golf course outside of their window. He has been speaking of selling for the last 10 years and thinks it's unfortunate that anyone living next to the property did not know that.

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This is a case of a business area being turned into a neighborhood of commensurate quality with the homes that surround it. The key word in the opposing organizers is preservation of green space. All green space in Midland is man made. None would exist if not taking millions of gallons of water out of the aquifer. He has a contract with a buyer who plans to bring hundreds of millions of dollars of new construction to the community. It is all private investment at no cost to city or county. The only involvement of the city is approval of the final design. This development will bring money to the tax rolls.

Alee Gossen, 6400 Homestead, just closed on her house today. Mr. Crain has a sacred right to own land and she does not wish to take away his right. However, certain zoning restrictions were in place long before he owned it and hopes they will remain in place. Midland deserves to have green space. Outdoor space is vitally important with proper runoff and proper irrigation. One of the main purposes of zoning is to ensure the highest and best use of land space. That land floods. If new homes are put there it is not fair to the new consumers. She encouraged Council to continue to use the land for its best purpose.

Kim Helm, 6508 Homestead, noted this is in regard to her home and is an emotional issue. She and her neighbors met with Eric West and there are drainage issues with the property and doesn't know how they are going to solve them. The golf course holds the drainage now. She prefers not to gamble with her home to see how the drainage will work when they put in homes. There are 50 homes that border the golf course and will be negatively affected. It is not the neighborhoods responsibility to make this profitable for the developer. Council has to chose between a Midland neighborhood and an out of town owner and developer. They deserve the right to have their property protected.

Dara Richardson, 4424 Seminole Drive, is against this item. This shows how zoning affects property values. Council unanimously approved a housing addition and changed the zoning in Hillcrest where her father lives on Princeton and the property values have not recovered. Her property taxes are only $1,000 less than her father's, that is how much zoning affects property values. Council should also consider drainage issues. These people bought their property on a golf course and paid a premium.

Cindy Smith, 6412 Homestead, her property backs up to the golf course. She agrees with everything said but the two main issues are property values and drainage. She feels that a vote today for annexation and rezoning is the first step to a housing development on Nueva Vista. She has heard it will reduce property values by 40%. Allowing the owner of the property and his developer from Florida to make money at their expense is unacceptable. Her second issue is drainage. While listening to Eric West she did not realize how much of west Midland drains to the golf course. The drainage situation is probably the most important issue here. Putting concrete and homes there will cause catastrophic flooding. The people of Midland have spoken clearly that they are against a housing development on the golf course and ask Council to vote no.

Autumn Winkles, 5601 Ridgemont, when she first heard about this in March she was ignorant to the process and she apologized for emails sent. She thanked Council for their commitment to the community and thanked those who were willing to sit down with her to teach her. The main issue is honoring Mr. Crain's right to sell land while preserving green space. She has an idea based on the most visited park in Houston, Herman Park. She is

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working on forming a non profit and wants to purchase the land at fair market value to preserve the golf course. They will have walking paths that connect to the City's hike and bike trails, fishing platforms and butterfly gardens. These improvements would allow all Midlanders access. They now have a board of directors and have begun fundraising. She started an online petition to see if more people are interested in this item than just those whose homes back up to the golf course. They have collected over 1,400 signatures to date. Midland is excited about a multi-functional green space. The majority of those who have signed the petition do not live in Grassland. She respectfully asked to give her more time to provide an alternative to Mr. Crain.

Keith Stretcher, 5000 Chapel Hill, stated the issue is annexation and that is it. Council needs to consider what is the public benefit of the annexation. Bringing this property into the City will negatively affect valuation. For item 26 on the agenda there is no site plan, no plat. When it comes back in the future for rezoning there will no longer be 20% opposition. This is a major deal to the neighborhood and they would like to see what it is going to be. An individual does not have a right to have their property annexed.

Eric West, Parkhill, 1700 West Wall, reported that the initial zoning is AE which has plenty of restrictions, it is the most restricted standard and requires two acre lots. If both items go through and nothing else is done they could come in with two acre lots. If we move beyond this initial piece then they will come in asking for a Planned Development which requires a site plan. When asked if they have a plan, he reported they have done many layouts. After talking to the homeowners they have made more changes to incorporate some of their ideas. He won't know the final plan until after they get annexed because the PD will cover the entire golf course. If this is passed they will be back with the final plans as early as August or September. This is a voluntary annexation and they have AE for zoning which matches the rest of the golf course.

Council Member Blong stated the last flood drainage was done in 1995 and 1998. After driving around after the most recent flooding she could see water going over Wadley and Homestead. She felt a detailed flood drainage plan is needed. Mr. West reported the site plan final drainage study will not be done. The master drainage plan was done in 1995 and there have been several others done in the vicinity that can be incorporated. He feels confident that they know how to handle the drainage noting they do drainage designs for the City. All of the drainage they have worked on for the last 20 years tend to work very well. The areas of town that have drainage issues were all put in place before the master drainage plan.

Council Member Robnett asked if the development would be more or less dense per acre than the surrounding developments. Mr. West reported he doesn't have a final plan, but historically they end up being 4-6 units per acre. It will be less dense overall because of the green space needed to handle the drainage.

Becky Hise, 2105 Windrift, has lived in Grassland for 25 years. The ponds are natural. As a retired environmental specialist she looked into the area and it is an emergent wetlands. She called the Army Corp of Engineers and that area will have to be evaluated for an environmental permit which takes six months to a year and requires public comments as well.

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James Gerety, 6404 Homestead, reported there was a plan that was submitted to Planning & Zoning and then removed. The concern of the homeowners association is drainage. They have seen several rain events and had water flowing over Homestead into the drainage area. The water backed up in his yard from the lakes. The draw was only at 60% capacity. If we have a 50 or 100 year rain event there will be dire flooding in the area. The other factor not mentioned is that water south of SH 191 flows into their community. He was told this area was originally a buffalo wallow where the water would collect. We need to look to the Army Corp of Engineers or FEMA for more evaluations before it can be developed.

Council Member Ladd asked how much time she needs to get her 501(c)(3). Ms. Winkles reported it can take 1-3 years but she would like at least six months. They have about $200,000 in pledges from homeowners but without the 501(c)(3) they cannot take donations. She added that if it is annexed it should be AE because that is what she would ask for. Alee Gossen reported she is an attorney and could have a 501(c)(3) set up in 90 days.

There being no one else wishing to speak, the public hearing was closed at 11:18 a.m.

Scott Dufford moved to approve the first of two readings of Ordinance No. 10173; seconded by Spencer Robnett.

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

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)

Deputy City Secretary SueAnn Reyes read the caption of Ordinance No. 10174.

Mayor Payton opened the public hearing at 11:22 a.m.

Dan Corales, 1600 North Weatherford, reported that when you look at what is being planned you have to attach documentary evidence. He is against zoning and crossing your fingers. We need to look at the best interest of the people as a whole. You have to balance the benefit of the many as opposed to the few and see where the scales rest. If there is not something attached telling us what is going to be there, it should be deferred.

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Alee Gossen felt that AE is an agricultural zoning designation and that is the highest and best use and it needs to remain a golf course. This area historically floods and needs to stay the same to be a water drain off source. Please make this AE which is the best for all of Midland.

Kim Helm, Dara Richardson and Cindy Smith asked for all of their comments from the previous item to be carried over to this item.

Amy Stretcher Burkes stated that now because the 20% rule is gone they will have no voice. Twenty percent is not easy to get. She explained the process as told to her by the Planning Division. Council Member Blong noted that they will not lose their seat at the table adding that Council wants to hear from everybody, not just when there is a super majority requirement.

There being no one else wishing to speak, the public hearing was closed at 11:30 a.m.

Council Member Trost noted he wanted to amend the motion by changing it from AE to a Planned Development. City Attorney John Ohnemiller reported that notices went out for AE and if Council desires to change it to PD then they need to start over with step one. It is not appropriate to change the zoning district to something vastly different than what the public received notice of. If Council would like to do PD then they need to vote down the AE zoning and start over.

Spencer Robnett moved to approve the first of two readings of Ordinance No. 10174; seconded by Scott Dufford.

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

Mayor Payton called for a brief recess at 11:39 a.m.

The meeting was reconvened at 11:50 a.m. with all Council present. Consent Agenda was heard next.

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)

Deputy City Secretary SueAnn Reyes read the caption of Ordinance No. 10202.

Mayor Payton opened the public hearing at 12:19 p.m. There being no one present wishing

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to speak, the public hearing was immediately closed.

Spencer Robnett moved to approve the first of two readings of Ordinance No. 10202; seconded by Lori Blong.

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

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)

Deputy City Secretary SueAnn Reyes read the caption of Ordinance No. 10203.

Development Services Director Chuck Harrington gave a brief overview of the item noting that this is a request from D. R. Horton to develop 131 acres on the west side of State Highway 158 and is an extension of Wadley. They are proposing a majority SF3 as will be seen in the next item. They want to annex to receive the benefit of utilities.

Mayor Payton opened the public hearing at 12:20 p.m. There being no one present wishing to speak, the public hearing was immediately closed.

Lori Blong moved to approve the first of two readings of Ordinance No. 10203; seconded by John Norman.

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

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)

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Deputy City Secretary SueAnn Reyes read the caption of Ordinance No. 10204.

Council Member Robnett felt that the larger tracts are all SF-3 and asked when the last time SF-2 or SF-1 have been developed. Development Services Director Chuck Harrington reported that the price of land prohibits the development of SF1 because of costs. Council Member Robnett reported he would like to see more than one lot size in future developments and Council should look at this going forward.

Council Member Blong agreed noting she would like to see a variety of lot and house sizes. Council Member Dufford reported he was also tired of seeing all SF-3 developments and previously felt compelled to allow them due to the housing crunch. He is interested in seeing more mixed use development.

Mayor Payton opened the public hearing at 12:29 p.m.

Misty Clary, 6805 Mosswood, reported she is not against development. She is smack dab in the middle and thinks that having a planned development is important. She asked Council to vote no and have them come back with a Planned Development.

Eric West, Parkhill, reported this is the first real development jumping across SH 158. There is a lot that goes into making this work. Even though the zoning is SF-3 D.R. Horton provides a bigger lot mixture in all of their developments. There are a multitude here that are larger than the minimum. He doesn't disagree that we need mixes of development but this is the size of lot and home that they have the most need for in Midland. He asked for this to pass noting it is a good development and includes retail along Wadley.

There being no one else wishing to speak, the public hearing was closed at 12:36 p.m.

Jack Ladd moved to defer the first of two readings of Ordinance No. 10204; seconded by Spencer Robnett.

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

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

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PUBLICATION (DISTRICT 4) (DEVELOPMENT SERVICES)

Deputy City Secretary SueAnn Reyes read the caption of Ordinance No. 10205.

Council Member Blong opened the public hearing at 12:38 p.m. There being no one present wishing to speak, the public hearing was immediately closed.

Jack Ladd moved to approve the first of two readings of Ordinance No. 10205; seconded by Scott Dufford.

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

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)

Deputy City Secretary SueAnn Reyes read the caption of Ordinance No. 10206.

Development Services Director Chuck Harrington gave a brief overview of the item noting this is a request for a mixed use development on the northeast corner of Lamesa and I-20. They are now including a school on the site, some retail and a lot of walking area. This is a new type of development that would be similar to Austin. This is a true mixed use development.

Mayor Payton opened the public hearing at 12:44 p.m.

Gary Bellamy, Austin, reported that Phase I of this project was for modular housing by his client who bought the entire parcel and asked him to master plan. He has done 20-25 years of mixed use developments including vertical developments which is residences over shops. He feels that anything less than spectacular in this area would be a failure noting this is a tough area of town. They are calling it “Oasis” because it is fresh and good and will include landscaping in a way that we are not used to, which makes it walkable. They are proposing shaded sidewalks. They have a time obligation to Idea Public School to get the site ready for them to hold classes August 2023. As for incentives, they are not asking for money up front, but for a reimbursement agreement for property taxes after the tax value is increased on the land.

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There being no one else wishing to speak, the public hearing was closed at 12:54 p.m.

Lori Blong moved to approve the first of two readings of Ordinance No. 10206; seconded by Michael Trost.

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

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)

Deputy City Secretary SueAnn Reyes read the caption of Ordinance No. 10207.

Development Services Director Chuck Harrington gave a brief overview of the item noting this was originally zoned PD for a Shopping Center. Now the applicant is proposing to develop as a retail store of over 10,000 square feet. It has been circulated to all departments and staff recommends approval subject to conditions. No letters of objection have been received.

Mayor Payton opened the public hearing at 12:56 p.m. Bob Gage was called, but was not present. The public hearing was closed at 12:57 p.m.

Jack Ladd moved to approve the first of two readings of Ordinance No. 10207; seconded by John Norman.

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

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;

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

Deputy City Secretary SueAnn Reyes read the caption of Ordinance No. 10208.

Development Services Director Chuck Harrington gave a brief overview of the item noting the property is to be developed as an office with a small warehouse for storing materials they sell. Staff feels like this is a good use of the area and it fits within the bigger plan for areas between here and Loop 250.

Mayor Payton opened the public hearing at 12:59 p.m. There being no one present wishing to speak, the public hearing was immediately closed.

Michael Trost moved to approve the first of two readings of Ordinance No. 10208; seconded by Lori Blong.

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

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)

Deputy City Secretary SueAnn Reyes read the caption of Ordinance No. 10209.

Mayor Payton opened the public hearing at 1:00 p.m.

Elizabeth Drew, 1200 W. Tennessee, wanted permission to build a carport. She has a little house and no garage. The carport would attach to the side of her house, come down at a angle and the posts would be at her fence line which is also the property line next to the alley. The problem is it doesn't quite meet the setback requirements. She has a contractor already lined up.

There being no one else wishing to speak, the public hearing was closed at 1:02 p.m.

Michael Trost moved to approve the first of two readings of Ordinance No. 10209; seconded by Jack Ladd.

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

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)

Deputy City Secretary SueAnn Reyes read the caption of Ordinance No. 10210.

Development Services Director Chuck Harrington gave a brief overview of the item noting this request is for the consumption of alcoholic beverages in a restaurant. It was previously a convenience store that is being converted into a restaurant. The item meets all requirements and staff recommends approval.

Mayor Payton opened the public hearing at 1:04 p.m. There being no one present wishing to speak, the public hearing was immediately closed.

Lori Blong moved to approve the first of two readings of Ordinance No.10210; seconded by Michael Trost.

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

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

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

Deputy City Secretary SueAnn Reyes read the caption of Ordinance No. 10211.

Mayor Payton opened the public hearing at 1:04 p.m. There being no one present wishing to speak, the public hearing was immediately closed.

John Norman moved to approve the first of two readings of Ordinance No. 10211; seconded by Michael Trost.

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

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)

Deputy City Secretary SueAnn Reyes read the caption of Ordinance No. 10212.

Michael Trost moved to approve the first of two readings of Ordinance No. 10212; seconded by Jack Ladd.

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

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

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the agenda for a subsequent meeting. (Please limit comments to three minutes or less.)

Dustin Johnson, 700 McDonald, asked what the steps would be to make the skate park DIY. He explained that in traveling around Texas he found places that gave land to the skaters and made them accountable for taking care of it. Improvements are made by skateboarders, bikers and scooter riders. Every neighborhood park could have a designated space for skateboarders that include benches and rails. Mayor Payton asked Mr. Johnson to get information from those parks about how that is handled and provide that information to the City.

Grier Brunson, 1900 Holloway Avenue, reported that last week he awoke to find a giant concrete cylinder embedded in Hailey Park across the street from his home which is located in the Heritage District. When he inquired he was told they were from the Water Department and they were erecting a 75-foot tower on the corner of Holloway and L in the park given to the City by Mr. Haley. He is certain that Mr. Haley would have given conditions in the deed and intends to find out. He asked his neighbors and nobody knows anything about it. Apparently they are going to put up towers all over town in some kind of scheme to read water meters. Some people have said there is going to be a tornado warning on top of it. He believes this will affect property values of everybody in the Heritage District and he will litigate. He wants more information on what this is. Deputy City Manager Morris Williams reported there are a total of five towers that will be constructed to collect data from the automated readers of water meters.

All the business at hand having been completed, the meeting adjourned at 1:20 p.m.

PASSED AND APPROVED July 27, 2021.

_____

Patrick Payton, Mayor

ATTEST:

_____

Amy M. Turner, City Secretary

DRAFT

City Council Meeting

Item Number: 5

Meeting Date: July 27, 2021

To: City Council / City Manager

From: Regina Stephenson, Director

Subject: **RESOLUTION APPROVING A CONTRACT WITH RESTROOM FACILITIES, LTD., THROUGH BUYBOARD, FOR THE PURCHASE AND INSTALLATION OF A RESTROOM FACILITY AT WASHINGTON PARK FOR A TOTAL COST OF $256,781.00; APPROVING $25,000.00 FOR CONTINGENCIES; AND APPROPRIATING FUNDS FOR SAID PROJECT (DISTRICT 2) (GENERAL SERVICES)**

Purpose:

Approval of a resolution executing a contract with Restroom Facilities, Ltd through Buyboard contract 592-19 for the purchase and installation of a restroom facility at Washington Park.

Recommended City Council Action:

Approve

Fiscal Impact:

Funding in the amount of $281,781 is available in the FY21 General Fund Operating budget, and will be appropriated to a project in the Capital Projects Fund 005.

Discussion:

Staff recommends the installment of new restroom facilities at Washington Park. This purchase is available through Buyboard. We are members of this cooperative and Subchapter F, Section 271.102 of the Local Government Code provides that a local government may participate in a cooperative purchasing program and that purchasing goods or services under Subchapter F satisfies any state law requiring the local government to seek competitive bids for those purchases. Please refer to the memo from Cristina Odenborg Burns, Community Services Director, for additional information.

Therefore, please consider a resolution executing a contract with Restroom Facilities, Ltd through Buyboard contract 592-19 for a cost of $256,781.00 plus $25,000.00 in contingencies for a total project cost of $281,781.00 for the Community Services Department.

Morris Williams Jr.

City Manager's Office

CITY OF MIDLAND

Community Services Department
Parks Division
Interoffice Memorandum

Date: July 14, 2021
To: Morris Williams Jr., Deputy City Manager
From: Christina Burns, Community Services Director
Subject: Purchase and Installation of a Modular Restroom Facility at Washington Park

At the May meeting of the Parks and Recreation Commission, it was brought to the attention of staff that the restroom facilities at Washington Park are not adequate for the users of the park. The only restroom that is open to the public is adjacent to the large picnic pavilion. When that facility is rented, which is quite often, it is not ideal for other citizens using the park to enter the facilities. In addition, large events such as the annual Juneteenth celebration is held at Washington Park. Staff agrees with the Commission that there is an immediate need for additional restrooms that can be utilized by all visitors of the park.

City staff has worked with Restrooms Facilities Limited to design a practical and cost effective building that will be similar to the restrooms in Ulmer, Dennis the Menace, and Hogan Parks. Those structures are easy to maintain and we have not had any issues with maintenance of those facilities. The building will be block construction with a metal roof.

City forces will prepare the subgrade for the building and have the utilities within 5 feet of the location. The completed building will be delivered to the location and set in place, then plumbing and electrical will be completed by the installation crew. The BuyBoard price is $256,781 and includes all architectural / design, building engineering, construction of the building, all inspections, freight, crane, installation, bonds, and permits.

The staff anticipates that installation of the restroom will be completed by the end of 2021.

The Parks and Recreation Commission along with Staff recommends the BuyBoard purchase of the Modular Restroom Building from Restrooms Facilities Limited in the amount of $256,781.00, with a contingency allowance of $25,000, for a total amount of $281,781.00.

Funding in the amount of $281,781 is available in the FY21 General Fund Operating budget, and will be appropriated to a project in the Capital Projects Fund 005.

RESOLUTION NO. _____

RESOLUTION APPROVING A CONTRACT WITH RESTROOM FACILITIES, LTD., THROUGH BUYBOARD, FOR THE PURCHASE AND INSTALLATION OF A RESTROOM FACILITY AT WASHINGTON PARK FOR A TOTAL COST OF $256,781.00; APPROVING $25,000.00 FOR CONTINGENCIES; AND APPROPRIATING FUNDS FOR SAID PROJECT

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

WHEREAS, Restroom Facilities, LTD., has submitted a total proposed cost to the City of $256,781.00 for the purchase and installation of a restroom facility at Washington Park through Buyboard; and

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

WHEREAS, the City Council finds it to be in the public interest to approve a contract with Restroom Facilities, LTD., for the purchase and installation of a restroom facility at Washington Park through Buyboard; and

WHEREAS, the City Council finds it to be in the public interest to approve $25,000.00 for contingencies;

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

SECTION ONE. That the City Manager and City Secretary are hereby authorized and directed to execute and attest, respectively, on behalf of the City of Midland, a contract for the purchase and installation of a restroom facility at Washington Park, through Buyboard, for a total cost of $256,781.00. Said contract being attached hereto as Exhibit A and incorporated herein for all purposes.

SECTION TWO. That the sum of $25,000.00 for contingencies is hereby approved for said project.

SECTION THREE. That the sum of $281,781.00 is hereby appropriated from the Fiscal Year 2021 General Fund Operating Budget to a project established by the City of Midland Finance Department in the Capital Projects Fund 005.

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

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

APPROVED AS TO CONTENT
AND COMPLETENESS:

_____
Regina Stephenson, General Services Director

APPROVED AS TO FORM ONLY:

_____
John Ohnemiller, City Attorney

THE CITY OF MIDLAND

CONTRACT

Contract No.21004075

THIS CONTRACT, effective the 28 day of July, 2021, by and between the City of Midland, hereinafter referred to as "CITY", and Restroom Facilities LTD , hereinafter referred to as "COMPANY", is made for the following considerations:

1. **Cost:** Total Proposal: $ 256,781.00 DOLLARS

2. **Scope of Work:** COMPANY shall perform all work described for restroom building and installation in the following documents, attached hereto and incorporated herein by reference for all legal purposes.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

9. **Start of Work:** COMPANY shall commence work no later than ten (10) days after receipt of the execution of this document or other written release to proceed and shall complete such work no later than 180 calendar days after release to proceed.

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

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

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

12.1. Defective work not remedied; or

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

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

12.4. Damages to another contractor or subcontractor.

When the above grounds to withhold payment are removed, or COMPANY provides a surety bond satisfactory to CITY, which will protect CITY in the amount withheld, payment may be released.

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

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

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

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

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

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

this contract shall have any third party beneficiary or other rights hereunder.

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

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

COMPANY IS RELYING ON ITS OWN JUDGMENT. COMPANY HAD THE OPPORTUNITY TO DISCUSS THIS CONTRACT WITH COMPETENT LEGAL COUNSEL PRIOR TO ITS EXECUTION. THE OBLIGATIONS CONTAINED IN THIS SECTION 18 SHALL SURVIVE THE TERMINATION OF THIS CONTRACT.

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

THERE IS NO WAIVER OF GOVERNMENTAL IMMUNITY.

20. **Insurance:**

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

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

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

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

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

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

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

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

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

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

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

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

24. **Independent Contractor:** COMPANY shall perform all work and services described herein as an independent contractor and not as an officer, agent, servant, or employee of CITY. COMPANY shall have exclusive control of, and the exclusive right to control the details of the services and work to be performed hereunder, and all persons performing the same. COMPANY shall be solely responsible for the acts and omissions of its officers, agents, employees, contractors and subcontractors and the doctrine

of respondeat superior shall not apply as between CITY and COMPANY, its officers, agents, employees, contractors and subcontractors. Nothing in this Contract shall be construed as creating a partnership or joint enterprise between CITY and COMPANY. No person performing any of the work and services described hereunder by COMPANY shall be considered an officer, agent, servant or employee of CITY. Further, it is specifically understood and agreed that nothing in this contract is intended or construed as creating a "Community of Pecuniary Interest" or an "Equal Right of Control" which would give rise to vicarious liability.

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

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

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

CITY has actual or constructive notice or knowledge of said claim or alleged damages. COMPANY agrees that the requirements of this entire Contract are reasonable. The provisions and obligations of this Section shall survive the termination of this Contract.

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

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

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

29. To the extent that Section 2271.002 of the Texas Government Code applies to this Contract, COMPANY hereby verifies that COMPANY does not boycott Israel and will not boycott Israel during the term of this Contract. If Section 2271.002 of the Texas Government Code does not apply to this Contract, such verification is not required, and COMPANY shall be deemed to have not made such verification.

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

31. **Public Information.** To the extent that this Contract is a contract described by Section 552.371 of the Texas Government Code, COMPANY agrees as follows in accordance with Section 552.372(b) of

the Texas Government Code: The requirements of Subchapter J, Chapter 552, Government Code, may apply to this Contract, and COMPANY agrees that the contract can be terminated if COMPANY knowingly or intentionally fails to comply with a requirement of that subchapter.

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

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

EXECUTED IN DUPLICATE the day and year first above mentioned.

THE CITY OF MIDLAND, TEXAS

By: _____
Robert Patrick, City Manager

ATTEST

_____
Amy M. Turner, City Secretary

APPROVED ONLY AS TO FORM

_____
John Ohnemiller, City Attorney

COMPANY:

By: _____

Name:_____

Title: _____

STATE OF _____ §
§
COUNTY OF_____ §

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

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

_____
Notary Public, State of _____

Restroom Facilities Ltd
A CorWorth Company

TURNKEY QUOTATION

PROJECT NAME: **WASHINGTON PARK**
OWNER: **THE CITY OF MIDLAND, TEXAS**
DATE: **JULY 14, 2021**

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

BUYBOARD CONTRACT 592-19

RFL BASE MODEL # B624	**@**	**$198,827.00**
ADD - EPOXY FLOOR COATING	**@**	**$ 7,458.00**
INSTALL	**@**	**$ 10,800.00**
TOTAL WITH BUYBOARD DISCOUNT	**@**	**$217,085.00**
PAYMENT AND PERFORMANCE BONDS	**@**	**$ 7,696.00**
FREIGHT AND CRANE	**@**	**$ 32,000.00**
TOTAL BUYBOARD W/ FREIGHT AND CRANE	**@**	**$256,781.00**

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

HOW WE WORK

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

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

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

Exclusions:

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

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

1. SURVEY STAKES:

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

2. SUBGRADE PAD:

Detailed instructions to prepare the building site are as follows:

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

3. SITE ACCESS AND STORAGE:

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

4. UTILITIES:

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

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

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

4.3. Electrical: (when this option is chosen) RFL will furnish and install a PVC conduit and a Christy box to the point of connection six feet from the building line. CLIENT to pull the electrical service line through the conduit and connect to the main panel lugs inside the building. All electrical inside the building will be furnished and installed by RFL, except as noted above in exclusions.

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

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

5. SPECIAL CONDITIONS AND COSTS:

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

6. PERMITS AND FEES:

All building permits and fees shall be borne by CLIENT.

7. INSPECTIONS:

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

8. SITE CLEANUP AND DEBRIS REMOVAL:

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

9. VERIFICATION OF PREPARED PAD:

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

STANDARD TERMS AND CONDITIONS OF SALE

1. **LINKAGE:**

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

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2. **ACCEPTANCE:**

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

3. **PRICES:**

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

4. **TERMINATION:**
Purchaser shall be responsible for costs of work performed which will include overhead and profit. Contract may not be cancelled once production has commenced.

5. **TITLE AND LIEN RIGHTS:**
All Products remain the personal property of the Company, whether or not affixed to any other real property or structure, until the price (including any notes given therefore) of the equipment has been fully paid in cash. The Company shall, in the event of the purchaser's default, have the right to enter upon any premises and repossess such structures and equipment wherever it may be located.

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

7. **LIMITATION OF LIABILITY:**
Under no circumstances, unless stated in our Offer to Sell or bid, shall the Company have any liability for liquidated damages, for collateral, consequential special damages, loss of profits, loss of production, delay in the progress of construction, whether resulting from delays in delivery, performance, breach of warranty, due to lack of timely performance in reviewing and approving shop drawings, completing site preparation or lack of payment in accordance with the terms set forth herein. The aggregate total liability of the Company under the contract, whether for breach of warranty or otherwise shall in no event exceed the contract price. Buyer agrees to indemnity and holds harmless the Company from all claims by third parties which extend beyond the foregoing limitations on the Company's liability.

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

9. **WARRANTY:**
All structural elements produced by the company are warranted to the purchaser to be free from defects in material, workmanship and title. The Company will replace or repair,

at its option, defects in workmanship or any part which is proven defective within five years from delivery. This warranty applies only where the Company has been notified in writing of the defect within the warranty period and where any equipment has been properly operated and maintained in accordance with the Company's instructions: the Company having no responsibility for abuse, neglect, minor leaks in plumbing, or improper storage. Should any issues arise where additional work must be performed RFL retains the right to perform this work at the earliest opportunity. Should it be necessary to have this work performed by others due to the nature of the work or a conflict in scheduling, RFL must be notified 48 hours in advance in writing and given the opportunity to perform said work. Should it be necessary to have this work performed by others a written estimate must be approved by RFL in advance of any work being undertaken. The Company assigns any and all warranties for fixtures, appliances, and other equipment manufactured by others to said other manufacturer. Due to its nature, concrete is prone to settling and cracking. Minor cracking in the concrete is normal and is not the responsibility of RFL. We use high quality 304 stainless steel in our products and under certain conditions and/or improper maintenance stainless steel may rust. Minor rust spots or discoloration are not the responsibility of RFL. The foregoing shall constitute the said liability of the Company and the sole remedy to the purchaser. Company's warranties as set forth in this paragraph are exclusive and are in lieu of, and purchaser hereby waives all other warranties, expressed or implied, including without limitation, any implied warranties or merchantability and fitness. This warranty shall be void if payment in full for the project is not received by the Company in accordance with these Terms and Conditions of Sale.

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

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

12. **CLIENTS AND NON-GOVERNMENT AGENCIES:**
Orders may require deposits or advance payment as well as progress payments subject to the buyer's creditworthiness in accordance with the Company's applicable credit policies. Breach of any payment terms shall accelerate full payment which shall be due the balance of the contract amount including change orders.

Restroom Facilities Limited

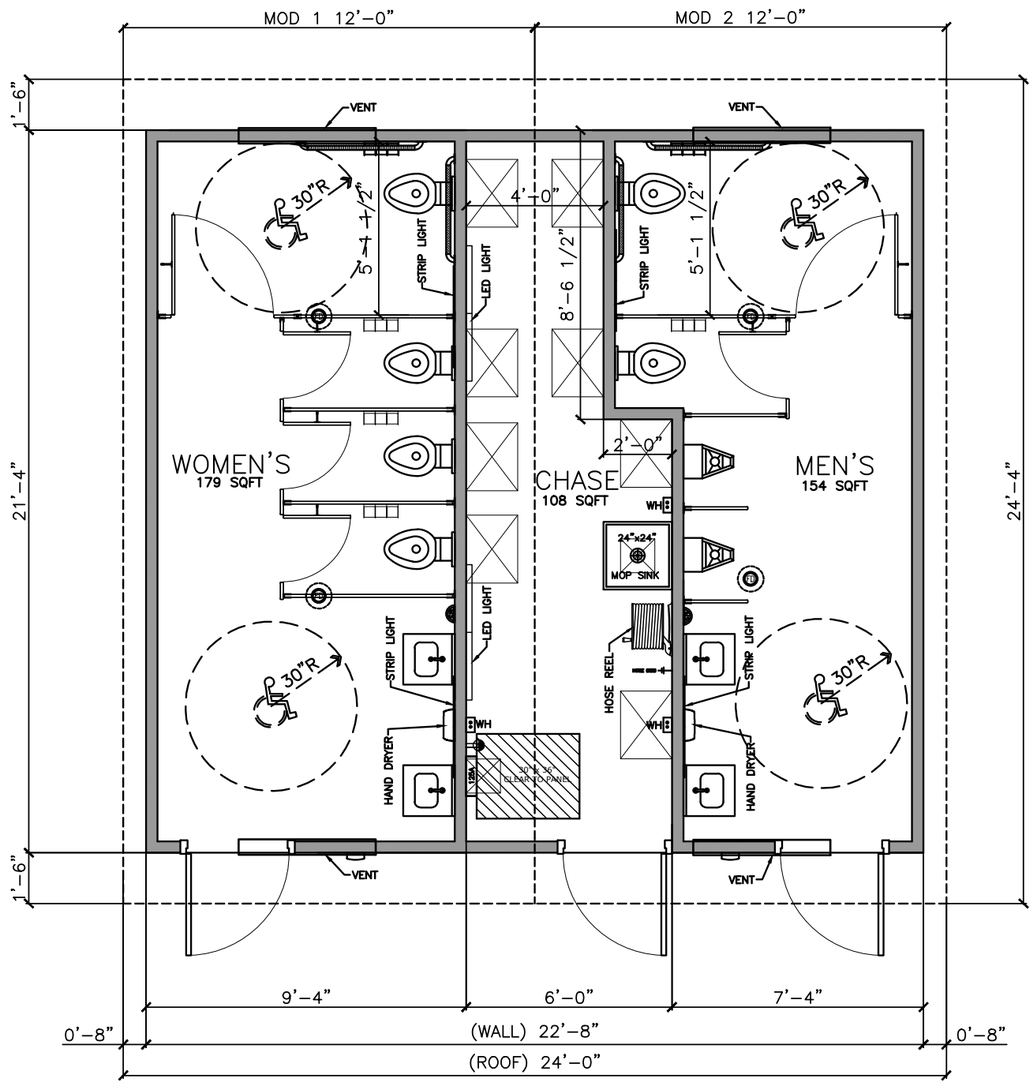
_____ _____

John Putman, President Date

Client Name

_____ _____

Name and Title Date



FLOOR PLAN 484 SQFT

RFL Restroom Facilities Limited

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

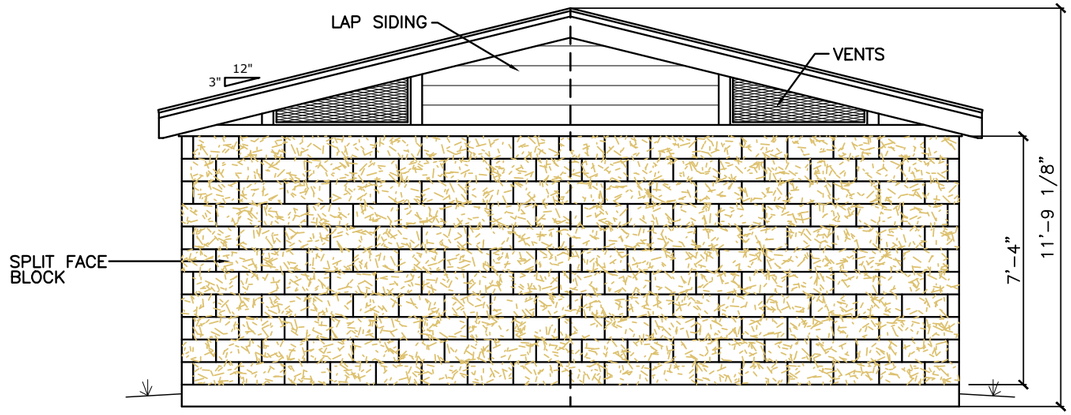
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RFL MODEL #: B624
PROJECT: WASHINGTON PARK
MIDLAND, TEXAS

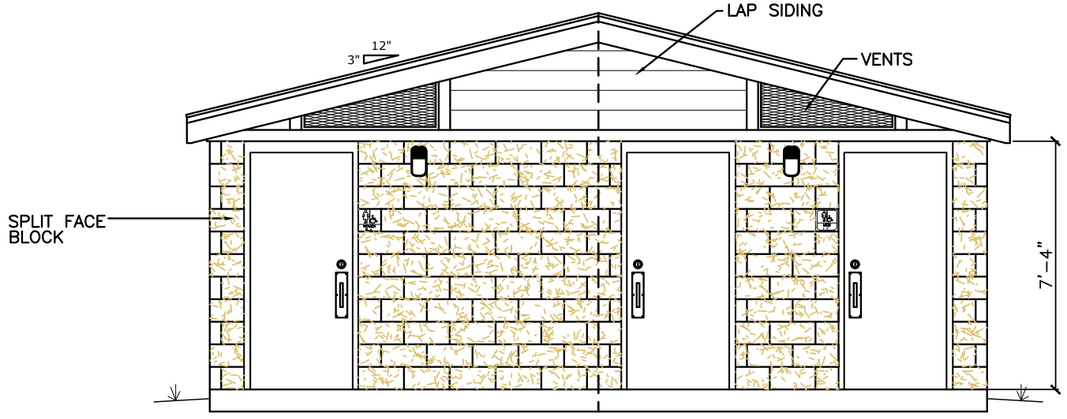
DRAWN BY: MS
DATE: 07/15/2021
DATE:
REVISION:
DATE:
REVISION:
DATE:
REVISION:
DATE:
REVISION:

SHEET DESCRIPTION: FLOOR PLAN

SHEET
A1



REAR ELEVATION



FRONT ELEVATION

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

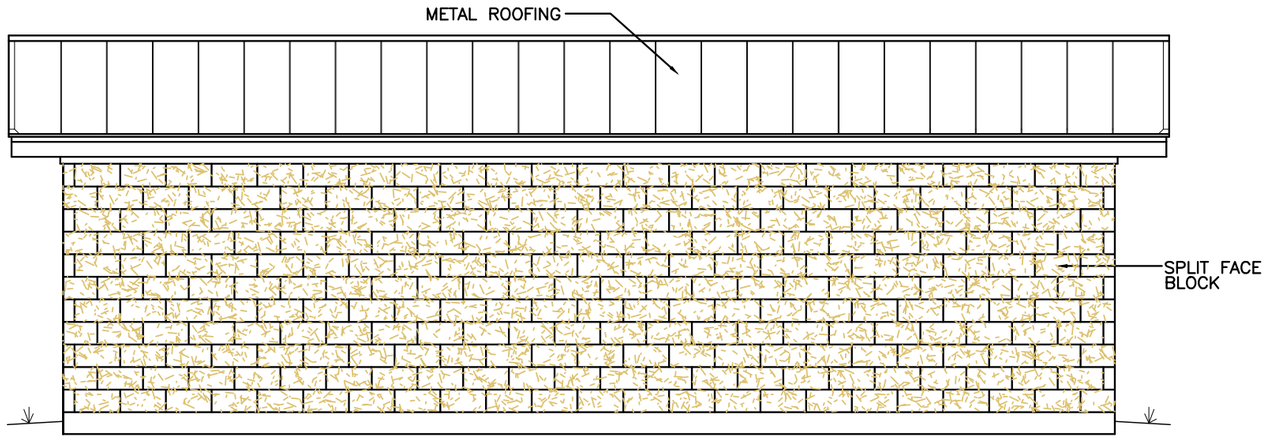
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RFL MODEL #: B624
PROJECT: WASHINGTON PARK
MIDLAND, TEXAS

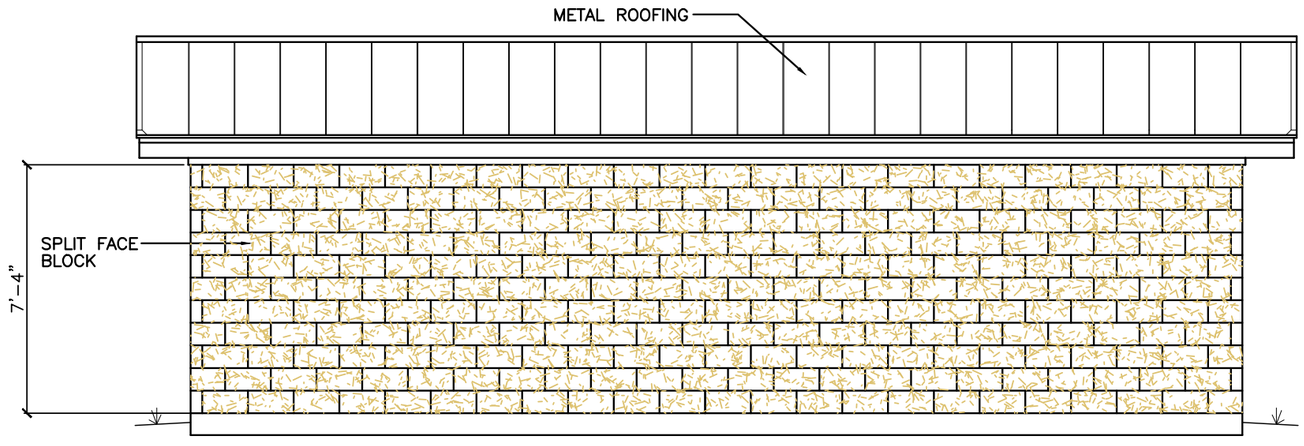
DRAWN BY: MS
DATE: 07/15/2021
DATE:
REVISION:
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REVISION:
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REVISION:
DATE:
REVISION:

SHEET DESCRIPTION: ELEVATIONS

SHEET
A2



RIGHT SIDE ELEVATION



LEFT SIDE ELEVATION

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

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RFL MODEL #: B624
PROJECT: WASHINGTON PARK
MIDLAND, TEXAS

DRAWN BY: MS
DATE: 07/15/2021
DATE:
REVISION:
DATE:
REVISION:
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REVISION:
DATE:
REVISION:

SHEET DESCRIPTION: ELEVATIONS

SHEET
A3

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

1. SURVEY STAKES:

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

2. SUBGRADE PAD:

Detailed instructions to prepare the building site are as follows:

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

3. SITE ACCESS AND STORAGE:

Provide suitable safe clear access to allow a crane (minimum 110 tons), and the building on a semi-trailer (up to 40 tons) to reach site (14' width, 70' length, and 14' in height). If path to site is over existing utilities, sidewalks, or other damageable areas, proper marking, plating or other appropriate protection must be provided by and paid for by CLIENT. CLIENT is responsible for removing any overhead obstructions (i.e. power lines, trees). CLIENT is responsible for scheduling and paying for the de-energizing of any power lines, if power lines are not de-energized in a timely manner any additional truck and / or crane cost will be the responsibility of the Client. Upon agreed delivery schedule client will be responsible for

1707 Colt Circle, Marble Falls, Texas 78654 ● Phone: 512.222.5454 ● Fax: 512.222.3154 ● www.restroomfacilities.com

additional crane and trucking charges if any delays are incurred due to weather, lack of inspections, lack of pad being prepared, or any other cause for delay.. This proposal provides for a 110 ton crane with access to within 25' of the building pad. The proposal is based on four (4) hours of crane time. If access is limited a larger crane may be required. All additional crane costs shall be borne by the CLIENT. A direct route to the project site is assumed. Should routes be altered due to road closures or restrictions, additional fees may apply.

4. UTILITIES:

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

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

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

4.3. Electrical: (when this option is chosen) RFL will furnish and install a PVC conduit and a Christy box to the point of connection six feet from the building line. CLIENT to pull the electrical service line through the conduit and connect to the main panel lugs inside the building. All electrical inside the building will be furnished and installed by RFL, except as noted above in exclusions.

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

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

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EXHIBIT C

Bonding Requirements

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

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

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

PAYMENT BOND

THE STATE OF TEXAS §

COUNTY OF MIDLAND § SURETY NO _____

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

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

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

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

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

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

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

APPROVED AS TO FORM:

_____

City Attorney

NOTE: Attach Power of Attorney

Form Revised August 2012

PERFORMANCE BOND

THE STATE OF TEXAS §

COUNTY OF MIDLAND § SURETY NO _____

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

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

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

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

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

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

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

APPROVED AS TO FORM:

_____

City Attorney

NOTE: Attach Power of Attorney

Form Revised August 2012

EXHIBIT D – BUILDING WAGE RATES rev 01-01-21

General Decision Number: TX20210261 01/01/2021

Superseded General Decision Number: TX20200261

State: Texas

Construction Type: Building

County: Midland County in Texas.

BUILDING CONSTRUCTION PROJECTS (does not include single family homes or apartments up to and including 4 stories).

Note: Under Executive Order (EO) 13658, an hourly minimum wage of $10.95 for calendar year 2021 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least $10.95 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2021. If this contract is covered by the EO and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must pay workers in that classification at least the wage rate determined through the conformance process set forth in 29 CFR 5.5(a)(1)(ii) (or the EO minimum wage rate, if it is higher than the conformed wage rate). The EO minimum wage rate will be adjusted annually. Please note that this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60). Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/01/2021

BOIL0074-003 01/01/2017

	Rates	Fringes
BOILERMAKER	$ 28.00	22.35

ENGI0178-005 06/01/2020

	Rates	Fringes
POWER EQUIPMENT OPERATOR		
(1) Tower Crane	$ 32.85	13.10
(2) Cranes with Pile Driving or Caisson Attachment and Hydraulic Crane 60 tons and above	$ 28.75	10.60
(3) Hydraulic cranes 59 Tons and under	$ 32.35	13.10

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* IRON0084-011 06/01/2020

	Rates	Fringes
IRONWORKER, ORNAMENTAL	$ 25.26	7.13

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* PLUM0404-001 09/01/2020

	Rates	Fringes
PLUMBER	$ 26.05	8.81

SUTX2014-037 07/21/2014

	Rates	Fringes
BRICKLAYER	$ 20.00	0.00
CARPENTER	$ 13.82	0.00
CEMENT MASON/CONCRETE FINISHER	$ 13.76	0.00
ELECTRICIAN	$ 23.18	6.31
INSULATOR - MECHANICAL (Duct, Pipe & Mechanical System Insulation)	$ 19.77	7.13
IRONWORKER, REINFORCING	$ 12.27	0.00

IRONWORKER, STRUCTURAL	$ 22.16	5.26
LABORER: Common or General	$ 11.80	0.00
LABORER: Mason Tender - Brick	$ 11.38	0.00
LABORER: Mason Tender - Cement/Concrete	$ 10.58	0.00
LABORER: Pipelayer	$ 12.49	2.13
LABORER: Roof Tearoff	$ 11.28	0.00
OPERATOR: Backhoe/Excavator/Trackhoe	$ 14.25	0.00
OPERATOR: Bobcat/Skid Steer/Skid Loader	$ 13.93	0.00
OPERATOR: Bulldozer	$ 18.29	1.31
OPERATOR: Drill	$ 16.22	0.34
OPERATOR: Forklift	$ 14.83	0.00
OPERATOR: Grader/Blade	$ 13.37	0.00
OPERATOR: Loader	$ 13.55	0.94
OPERATOR: Mechanic	$ 17.52	3.33
OPERATOR: Paver (Asphalt, Aggregate, and Concrete)	$ 16.03	0.00
OPERATOR: Roller	$ 12.70	0.00
PAINTER (Brush, Roller, and Spray)	$ 15.00	0.73
PIPEFITTER	$ 25.80	8.55
ROOFER	$ 14.75	0.00
SHEET METAL WORKER (HVAC Duct Installation Only)	$ 22.73	7.52
SHEET METAL WORKER, Excludes HVAC Duct Installation	$ 19.50	0.00

TILE FINISHER.....$ 11.22 0.00

TILE SETTER.....$ 14.74 0.00

TRUCK DRIVER: Dump Truck.....$ 12.39 1.18

TRUCK DRIVER: Flatbed Truck.....$ 19.65 8.57

TRUCK DRIVER: Semi-Trailer Truck.....$ 12.50 0.00

TRUCK DRIVER: Water Truck.....$ 12.00 4.11

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

==========

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.21004075

THIS CONTRACT, effective the 28 day of July, 2021, by and between the City of Midland, hereinafter referred to as "CITY", and Restroom Facilities LTD , hereinafter referred to as "COMPANY", is made for the following considerations:

1. **Cost:** Total Proposal: $ 256,781.00 DOLLARS

2. **Scope of Work:** COMPANY shall perform all work described for restroom building and installation in the following documents, attached hereto and incorporated herein by reference for all legal purposes.

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

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

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

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

Exhibit A

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

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

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

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

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

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

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

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

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

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

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

9. **Start of Work:** COMPANY shall commence work no later than ten (10) days after receipt of the execution of this document or other written release to proceed and shall complete such work no later than 180 calendar days after release to proceed.

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

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

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

12.1. Defective work not remedied; or

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

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

12.4. Damages to another contractor or subcontractor.

When the above grounds to withhold payment are removed, or COMPANY provides a surety bond satisfactory to CITY, which will protect CITY in the amount withheld, payment may be released.

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

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

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

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

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

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

this contract shall have any third party beneficiary or other rights hereunder.

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

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

COMPANY IS RELYING ON ITS OWN JUDGMENT. COMPANY HAD THE OPPORTUNITY TO DISCUSS THIS CONTRACT WITH COMPETENT LEGAL COUNSEL PRIOR TO ITS EXECUTION. THE OBLIGATIONS CONTAINED IN THIS SECTION 18 SHALL SURVIVE THE TERMINATION OF THIS CONTRACT.

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

THERE IS NO WAIVER OF GOVERNMENTAL IMMUNITY.

20. **Insurance:**

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

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

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

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

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

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

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

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

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

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

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

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

24. **Independent Contractor:** COMPANY shall perform all work and services described herein as an independent contractor and not as an officer, agent, servant, or employee of CITY. COMPANY shall have exclusive control of, and the exclusive right to control the details of the services and work to be performed hereunder, and all persons performing the same. COMPANY shall be solely responsible for the acts and omissions of its officers, agents, employees, contractors and subcontractors and the doctrine

of respondeat superior shall not apply as between CITY and COMPANY, its officers, agents, employees, contractors and subcontractors. Nothing in this Contract shall be construed as creating a partnership or joint enterprise between CITY and COMPANY. No person performing any of the work and services described hereunder by COMPANY shall be considered an officer, agent, servant or employee of CITY. Further, it is specifically understood and agreed that nothing in this contract is intended or construed as creating a "Community of Pecuniary Interest" or an "Equal Right of Control" which would give rise to vicarious liability.

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

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

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

CITY has actual or constructive notice or knowledge of said claim or alleged damages. COMPANY agrees that the requirements of this entire Contract are reasonable. The provisions and obligations of this Section shall survive the termination of this Contract.

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

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

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

29. To the extent that Section 2271.002 of the Texas Government Code applies to this Contract, COMPANY hereby verifies that COMPANY does not boycott Israel and will not boycott Israel during the term of this Contract. If Section 2271.002 of the Texas Government Code does not apply to this Contract, such verification is not required, and COMPANY shall be deemed to have not made such verification.

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

31. **Public Information.** To the extent that this Contract is a contract described by Section 552.371 of the Texas Government Code, COMPANY agrees as follows in accordance with Section 552.372(b) of

the Texas Government Code: The requirements of Subchapter J, Chapter 552, Government Code, may apply to this Contract, and COMPANY agrees that the contract can be terminated if COMPANY knowingly or intentionally fails to comply with a requirement of that subchapter.

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

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

EXECUTED IN DUPLICATE the day and year first above mentioned.

THE CITY OF MIDLAND, TEXAS

By: _____
Robert Patrick, City Manager

ATTEST

_____
Amy M. Turner, City Secretary

APPROVED ONLY AS TO FORM

_____
John Ohnemiller, City Attorney

COMPANY:

By: _____

Name:_____

Title: _____

STATE OF _____ §
§
COUNTY OF_____ §

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

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

_____
Notary Public, State of _____

Restroom Facilities Ltd
A CorWorth Company

TURNKEY QUOTATION

PROJECT NAME: **WASHINGTON PARK**
OWNER: **THE CITY OF MIDLAND, TEXAS**
DATE: **JULY 14, 2021**

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

BUYBOARD CONTRACT 592-19

RFL BASE MODEL # B624	**@**	**$198,827.00**
ADD - EPOXY FLOOR COATING	**@**	**$ 7,458.00**
INSTALL	**@**	**$ 10,800.00**
TOTAL WITH BUYBOARD DISCOUNT	**@**	**$217,085.00**
PAYMENT AND PERFORMANCE BONDS	**@**	**$ 7,696.00**
FREIGHT AND CRANE	**@**	**$ 32,000.00**
TOTAL BUYBOARD W/ FREIGHT AND CRANE	**@**	**$256,781.00**

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

HOW WE WORK

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

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

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

Exclusions:

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

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

1. SURVEY STAKES:

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

2. SUBGRADE PAD:

Detailed instructions to prepare the building site are as follows:

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

3. SITE ACCESS AND STORAGE:

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

4. UTILITIES:

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

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

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

4.3. Electrical: (when this option is chosen) RFL will furnish and install a PVC conduit and a Christy box to the point of connection six feet from the building line. CLIENT to pull the electrical service line through the conduit and connect to the main panel lugs inside the building. All electrical inside the building will be furnished and installed by RFL, except as noted above in exclusions.

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

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

5. SPECIAL CONDITIONS AND COSTS:

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

6. PERMITS AND FEES:

All building permits and fees shall be borne by CLIENT.

7. INSPECTIONS:

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

8. SITE CLEANUP AND DEBRIS REMOVAL:

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

9. VERIFICATION OF PREPARED PAD:

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

STANDARD TERMS AND CONDITIONS OF SALE

1. **LINKAGE:**

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

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2. **ACCEPTANCE:**

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

3. **PRICES:**

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

4. **TERMINATION:**
Purchaser shall be responsible for costs of work performed which will include overhead and profit. Contract may not be cancelled once production has commenced.

5. **TITLE AND LIEN RIGHTS:**
All Products remain the personal property of the Company, whether or not affixed to any other real property or structure, until the price (including any notes given therefore) of the equipment has been fully paid in cash. The Company shall, in the event of the purchaser's default, have the right to enter upon any premises and repossess such structures and equipment wherever it may be located.

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

7. **LIMITATION OF LIABILITY:**
Under no circumstances, unless stated in our Offer to Sell or bid, shall the Company have any liability for liquidated damages, for collateral, consequential special damages, loss of profits, loss of production, delay in the progress of construction, whether resulting from delays in delivery, performance, breach of warranty, due to lack of timely performance in reviewing and approving shop drawings, completing site preparation or lack of payment in accordance with the terms set forth herein. The aggregate total liability of the Company under the contract, whether for breach of warranty or otherwise shall in no event exceed the contract price. Buyer agrees to indemnity and holds harmless the Company from all claims by third parties which extend beyond the foregoing limitations on the Company's liability.

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

9. **WARRANTY:**
All structural elements produced by the company are warranted to the purchaser to be free from defects in material, workmanship and title. The Company will replace or repair,

at its option, defects in workmanship or any part which is proven defective within five years from delivery. This warranty applies only where the Company has been notified in writing of the defect within the warranty period and where any equipment has been properly operated and maintained in accordance with the Company's instructions: the Company having no responsibility for abuse, neglect, minor leaks in plumbing, or improper storage. Should any issues arise where additional work must be performed RFL retains the right to perform this work at the earliest opportunity. Should it be necessary to have this work performed by others due to the nature of the work or a conflict in scheduling, RFL must be notified 48 hours in advance in writing and given the opportunity to perform said work. Should it be necessary to have this work performed by others a written estimate must be approved by RFL in advance of any work being undertaken. The Company assigns any and all warranties for fixtures, appliances, and other equipment manufactured by others to said other manufacturer. Due to its nature, concrete is prone to settling and cracking. Minor cracking in the concrete is normal and is not the responsibility of RFL. We use high quality 304 stainless steel in our products and under certain conditions and/or improper maintenance stainless steel may rust. Minor rust spots or discoloration are not the responsibility of RFL. The foregoing shall constitute the said liability of the Company and the sole remedy to the purchaser. Company's warranties as set forth in this paragraph are exclusive and are in lieu of, and purchaser hereby waives all other warranties, expressed or implied, including without limitation, any implied warranties or merchantability and fitness. This warranty shall be void if payment in full for the project is not received by the Company in accordance with these Terms and Conditions of Sale.

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

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

12. **CLIENTS AND NON-GOVERNMENT AGENCIES:**
Orders may require deposits or advance payment as well as progress payments subject to the buyer's creditworthiness in accordance with the Company's applicable credit policies. Breach of any payment terms shall accelerate full payment which shall be due the balance of the contract amount including change orders.

Restroom Facilities Limited

_____ _____

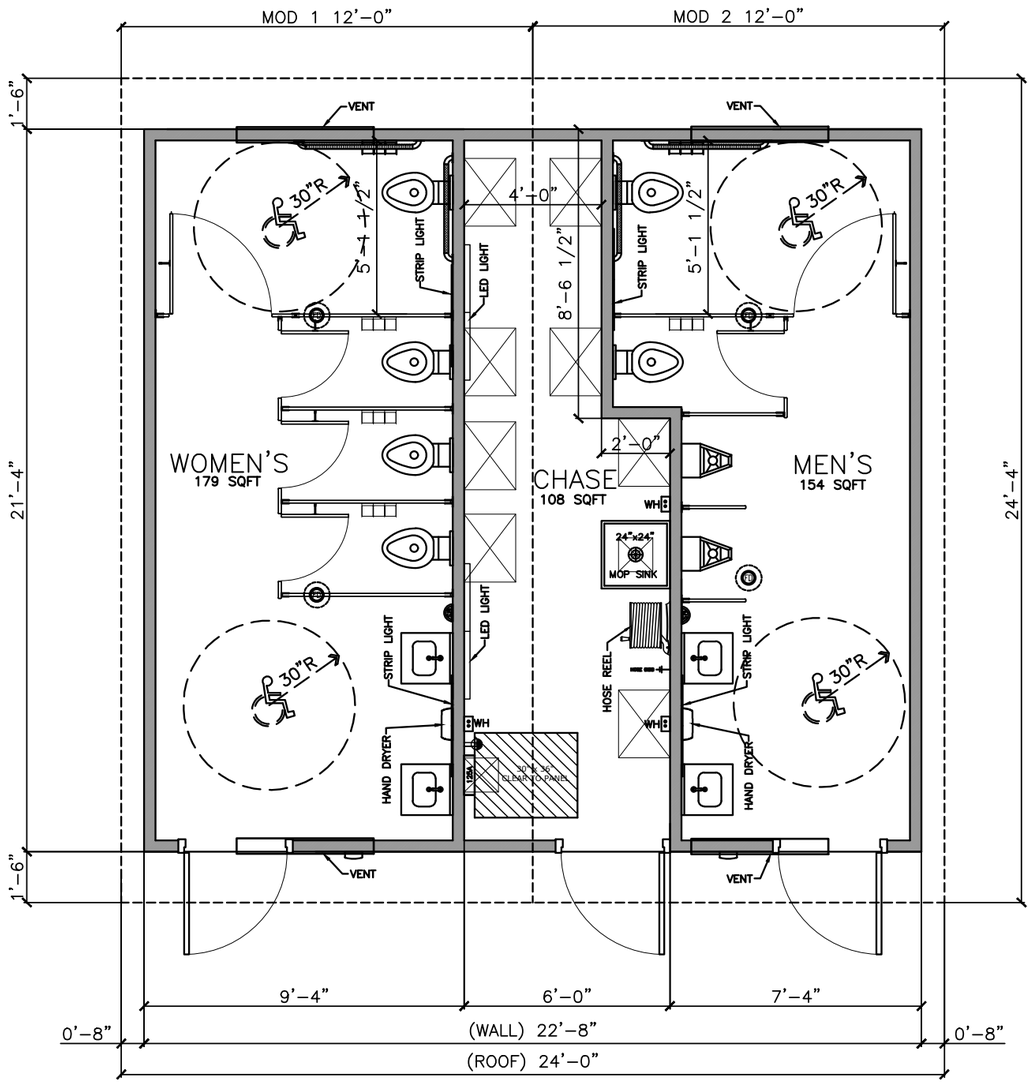
John Putman, President Date

Client Name

_____ _____

Name and Title Date

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FLOOR PLAN 484 SQFT

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

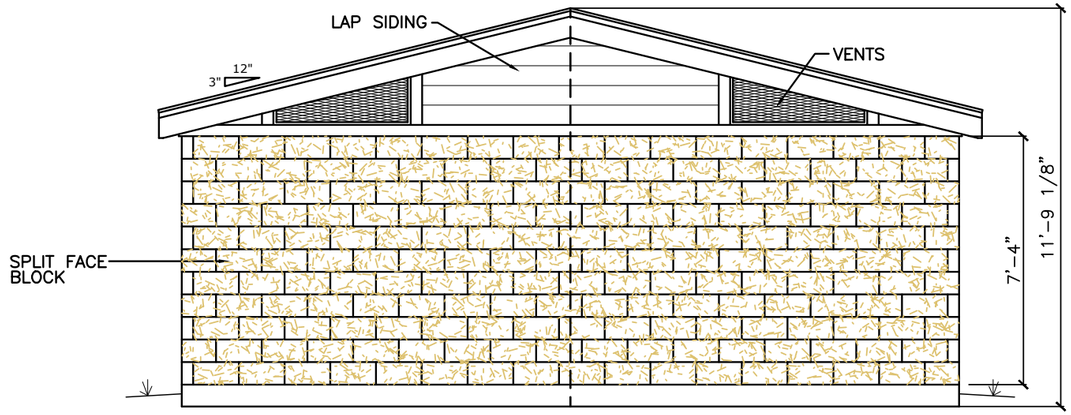
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RFL MODEL #: B624
PROJECT: WASHINGTON PARK
MIDLAND, TEXAS

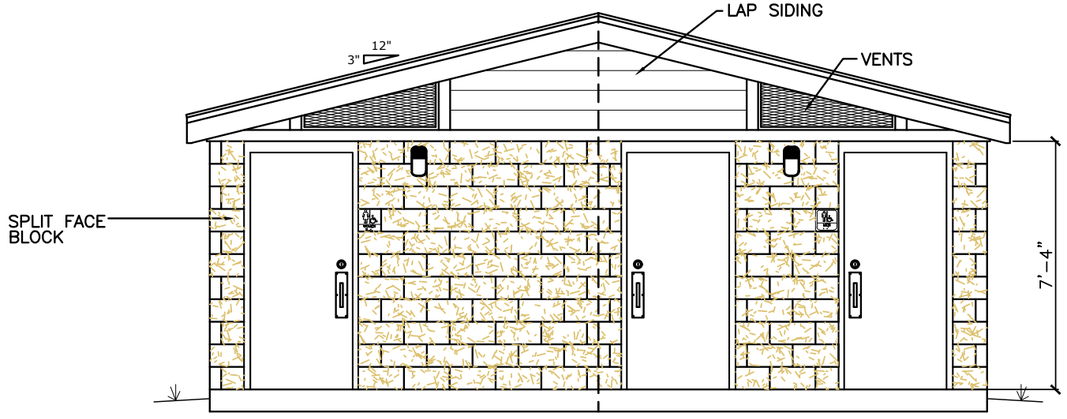
DRAWN BY: MS
DATE: 07/15/2021
DATE:
REVISION:
DATE:
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DATE:
REVISION:

SHEET DESCRIPTION: FLOOR PLAN

SHEET
A1



REAR ELEVATION



FRONT ELEVATION

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

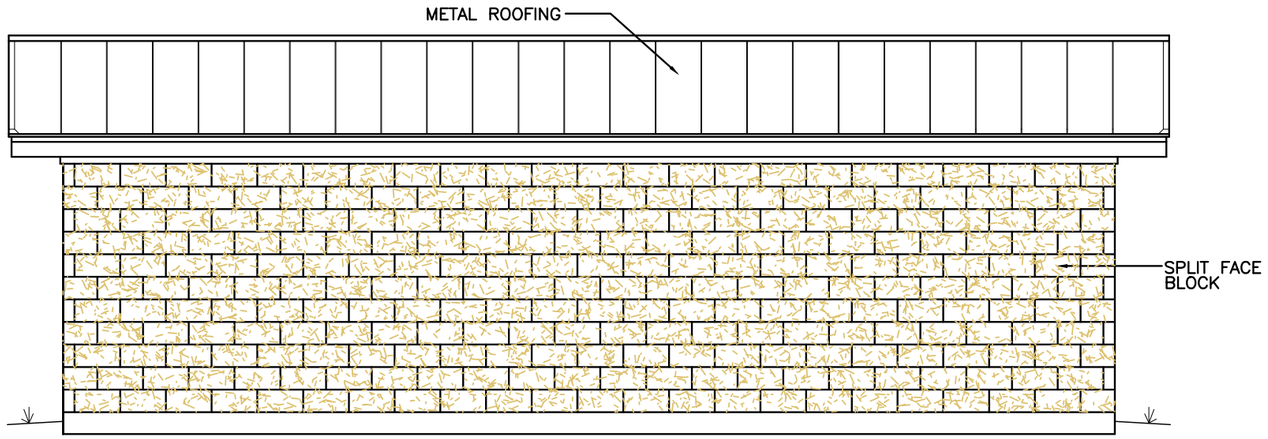
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RFL MODEL #: B624
PROJECT: WASHINGTON PARK
MIDLAND, TEXAS

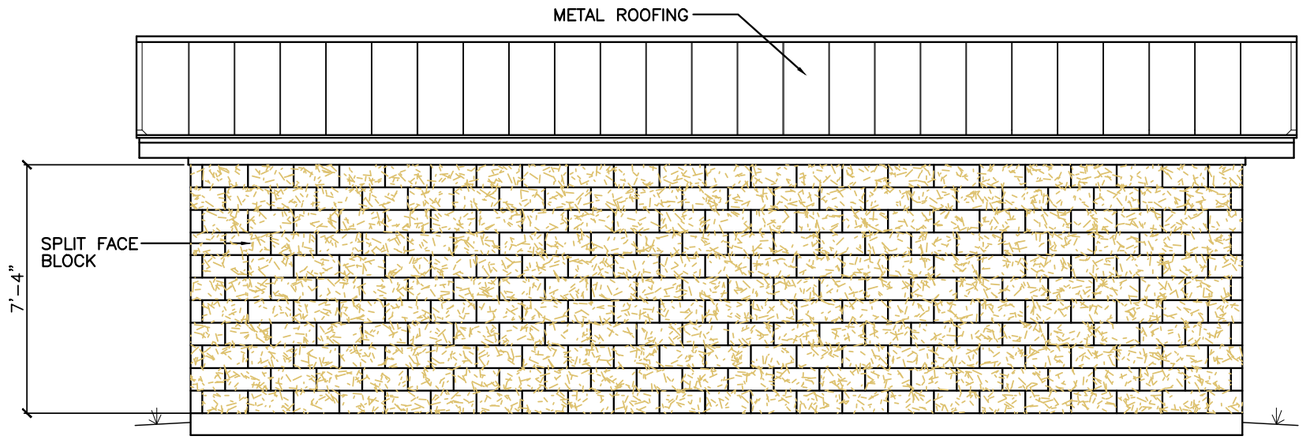
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DATE: 07/15/2021
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DATE:
REVISION:

SHEET DESCRIPTION: ELEVATIONS

SHEET
A2



RIGHT SIDE ELEVATION



LEFT SIDE ELEVATION

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

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RFL MODEL #: B624
PROJECT: WASHINGTON PARK
MIDLAND, TEXAS

DRAWN BY: MS
DATE: 07/15/2021
DATE:
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REVISION:

SHEET DESCRIPTION: ELEVATIONS

SHEET
A3

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

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

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

3. **SITE ACCESS AND STORAGE:**
Provide suitable safe clear access to allow a crane (minimum 110 tons), and the building on a semi-trailer (up to 40 tons) to reach site (14' width, 70' length, and 14' in height). If path to site is over existing utilities, sidewalks, or other damageable areas, proper marking, plating or other appropriate protection must be provided by and paid for by CLIENT. CLIENT is responsible for removing any overhead obstructions (i.e. power lines, trees). CLIENT is responsible for scheduling and paying for the de-energizing of any power lines, if power lines are not de-energized in a timely manner any additional truck and / or crane cost will be the responsibility of the Client. Upon agreed delivery schedule client will be responsible for

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additional crane and trucking charges if any delays are incurred due to weather, lack of inspections, lack of pad being prepared, or any other cause for delay.. This proposal provides for a 110 ton crane with access to within 25' of the building pad. The proposal is based on four (4) hours of crane time. If access is limited a larger crane may be required. All additional crane costs shall be borne by the CLIENT. A direct route to the project site is assumed. Should routes be altered due to road closures or restrictions, additional fees may apply.

4. UTILITIES:

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

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

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

4.3. Electrical: (when this option is chosen) RFL will furnish and install a PVC conduit and a Christy box to the point of connection six feet from the building line. CLIENT to pull the electrical service line through the conduit and connect to the main panel lugs inside the building. All electrical inside the building will be furnished and installed by RFL, except as noted above in exclusions.

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

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

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EXHIBIT C

Bonding Requirements

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

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

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

PAYMENT BOND

THE STATE OF TEXAS §

COUNTY OF MIDLAND § SURETY NO _____

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

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

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

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

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

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

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

APPROVED AS TO FORM:

_____

City Attorney

NOTE: Attach Power of Attorney

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)).

City Council Meeting

Item Number: 6

Meeting Date: July 27, 2021

To: City Council / City Manager

From: Regina Stephenson, Director

Subject: **Motion authorizing the execution of a professional services agreement with Luck Design Team, LLC, for design and construction administration services for the Hogan Park Master Plan and the Hogan Park Phase II Improvements Project; and appropriating $2,513,940.00 from the Parks Bond Projects Fund (126) to a project established by the City of Midland Finance Department (DISTRICT 2) (GENERAL SERVICES)**

Purpose:

Approval of motion awarding a professional services agreement for Hogan Park Master Plan Development and Phase II Construction Documents.

Recommended City Council Action:

Approve

Fiscal Impact:

Funding for the PSA in the amount of $2,513,940 is available in the Parks Bond Projects Fund (126) and will be appropriated to a project for said purpose.

Discussion:

Staff recommends awarding a professional services agreement for the Hogan Park Master Plan Development and Phase II Construction Documents and Construction oversight to Luck Design Team LLC of Austin, Texas. Please see the attached memo from Cristina Burns, Community Services Director, for additional information.

Therefore, please consider a resolution awarding a professional services agreement for the Hogan Park Master Plan Development and Phase II Construction Documents and Construction oversight to Luck Design Team of Austin, Texas for a total amount of $2,513,940.00; and appropriating funds therefore.

Morris Williams Jr.

City Manager's Office

CITY OF MIDLAND
Community Services Department
Parks Division
Interoffice Memorandum

Date: July 14, 2021
To: Morris Williams Jr., Deputy City Manager
From: Christina Burns, Community Services Director
Subject: Professional Services Agreement – Consulting Services for Phase II Construction Documents for Hogan Park

In 2019, the City of Midland contracted with Luck Design Team to prepare the Master Plan and Phase I construction documents for Hogan and Reyes Mashburn Nelms Parks. As that work is nearing completion, the next step to renovating Hogan Park is to enter into a Professional Services Agreement with Luck Design to continue the work that was started. Soon, the Bill Williams Complex at Hogan Park will have additional turf softball fields and new LED lighting. Plans are currently being completed for the construction of a new exterior loop trail, as well as relocating the existing dog parks to make way for the developments proposed in Phase II.

The following is a list of amenities that will be provided in the Phase II development of Hogan Park:

*14 Turf Softball/Baseball fields
*4 Grass Practice Fields
*12 Batting Cages
*5 Multi-purpose Turf Soccer/Football Fields
*Hogan Trail w/trailheads
*Covered Basketball Pavilion
*Staff Maintenance Building
*Shaded Seating areas
*Tall City Playground
*Splashpad
*Social Lawn/Pavilion
*Food Truck Court
*Great Lawn event space
*1979 Parking Spaces, incl. RV/Bus Parking
*Dog Park amenities
*New pedestrian/sports field lighting

Luck Design Team will provide the following in their scope of work:

Item	Description	Fee Basis	Fee
A	Design Survey Allowance	Lump Sum	$10,000
B	Geotechnical Evaluation	Lump Sum	$17,000
C	Schematic Plan (30% Completion)	Lump Sum	$140,290
D	Design Development (60% Completion)	Lump Sum	$529,840
E	Construction Documents (100% Completion)	Lump Sum	$1,158,110
F	Regulatory Services	Lump Sum	$114,650
G	Bidding Services	Lump Sum	$64,510
H	Construction Phase Services	Lump Sum	$458,540
I	Reimbursable Expenses	Est. Lump Sum	$21,000
		Total Design Fee	**$2,513,940**

Completion of the Phase II Construction Plans would be by August 2022. The plans would then be put out for bids, with construction beginning in January 2023. The anticipated time of construction would be 18 to 24 months.

Funding for the PSA in the amount of $2,513,940 is available in the Parks Bond Projects Fund (126) and will be appropriated to a project for said purpose.

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made and effective the 28 day of July 2021, by and between the CITY OF MIDLAND, TEXAS ("*CITY*"), and, Luck Design Team, LLC. ("*COMPANY*").

ARTICLE I. PURPOSE

The purpose of this Agreement is to state the terms and conditions under which COMPANY shall perform construction for Hogan Park phase 2 improvement services for CITY.

ARTICLE II. SERVICES TO BE PERFORMED

1. COMPANY shall provide those services described in **Exhibit A.**

2. COMPANY shall perform the services described in **Exhibit A** (i) with the professional skill and care ordinarily provided by competent engineers and architects practicing in the same or similar locality and under the same or similar circumstances and professional license and (ii) as expeditiously as is prudent considering the ordinary professional skill and care of a competent engineer or architect. COMPANY represents that any employee who performs services under this Agreement shall be fully qualified and competent to perform the services described in **Exhibit A**.

ARTICLE III. FINANCIAL CONSIDERATIONS

CITY agrees to pay COMPANY in an amount not to exceed $2,513,940.00 for the professional services described in **Exhibit A**. CITY agrees to pay COMPANY according to the schedule set forth in **Exhibit A**, which is attached hereto and incorporated herein for all purposes, upon presentation of a monthly invoice. The monthly invoice shall set forth all service fees for the month and those expenses described in **Exhibit A** incurred during the previous month that have received advance written approval from the City Manager. The City Manager must approve all additional expenses and reimbursable expenses in advance. Within thirty (30) days of the date COMPANY's invoice is received by CITY, CITY shall pay the full amount of such invoice; provided, however, that if CITY objects to any portion of an invoice, CITY shall notify COMPANY of CITY's objection and the grounds therefor within fifteen (15) days of the date of receipt of the invoice, and the parties 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 July 28, 2021 until the project is completed 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

COMPANY shall perform all work and services described herein as an independent contractor and not as an officer, agent, servant, or employee of CITY. COMPANY shall have exclusive control of, and the exclusive right to control the details of the services and work to be performed hereunder, and all persons performing the same. COMPANY shall be solely responsible for the acts and omissions of its officers, agents, employees, contractors and subcontractors and the doctrine of respondeat superior shall not apply as between CITY and COMPANY, its officers, agents, employees, contractors and subcontractors. Nothing in this Agreement shall be construed as creating a partnership or joint enterprise between CITY and COMPANY. No person performing

any of the work and services described hereunder by COMPANY shall be considered an officer, agent, servant or employee of CITY. Further, it is specifically understood and agreed that nothing in this agreement is intended or construed as creating a "Community of Pecuniary Interest" or an "Equal Right of Control" which would give rise to vicarious liability.

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

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 OR ATTORNEY'S FEES, WHICH ARE IN ANY WAY RELATED TO THIS AGREEMENT, OR THE CONSTRUCTION, INTERPRETATION OR BREACH OF THIS AGREEMENT. COMPANY

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

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

COMPANY IS RELYING ON ITS OWN JUDGMENT. COMPANY HAD THE OPPORTUNITY TO DISCUSS THIS AGREEMENT WITH COMPETENT LEGAL COUNSEL PRIOR TO ITS EXECUTION.

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

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. The obligations and undertakings of each of the parties to this Agreement shall be deemed to have occurred in Midland County, Texas. Exclusive venue for any claims, suits or any other action arising from or connected in any way to this Agreement or the performance of this contract shall be in Midland County, Texas.

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: Luck Design Team LLC
9600 Escarpment Blvd Ste 745-4
Austin, TX 78749

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 its legal representative, shall give the City Manager, or any other reasonable official of CITY, notice in writing (consisting of one (1) original and seven (7) copies of notice attached to a copy of this Agreement) of such damages, duly verified, within one hundred twenty (120) days after the same has been sustained. The discovery rule does not apply to the giving of this notice. The notice shall include when, where and how the damages occurred, the apparent extent thereof, the amount of damages sustained, the amount for which COMPANY shall settle, the physical and mailing addresses of COMPANY at the time and date the claim was presented and the physical and mailing addresses of COMPANY for the six (6) months

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

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

J. Prompt Pay Act. CITY and COMPANY agree that Texas Government Code, Chapter 2251, *Payment for Goods and Services* does not waive governmental immunity.

K. 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.

L. To the extent that Section 2271.002 of the Texas Government Code 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 Section 2271.002 of the Texas Government Code 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 constitutes a contract described by Section 552.371 of the Texas Government Code, COMPANY shall: (i) preserve all contracting information related to this Agreement as provided by the records retention requirements applicable to CITY for the duration of this Agreement; (ii) promptly provide to CITY any contracting information related to the Agreement that is in the custody or possession of COMPANY on request of CITY; and (iii) on completion of the Agreement, either:

(a) provide at no cost to CITY all contracting information related to the Agreement that is in the custody or possession of COMPANY; or (b) preserve the contracting information related to the Agreement as provided by the records retention requirements applicable to CITY.

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

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

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

[Signature Pages Follow].

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 Luck Design Team, LLC., 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"

LUCK | DESIGN TEAM

July 5, 2021

Mr. Robert Patrick
City Manager
City of Midland
300 N. Loraine
Midland, TX 79701

Re: Construction Documents Preparation for the City of Midland Hogan Park Phase 2 Improvements - located in the Midland, Texas.

Dear Mr. Patrick,

LUCK Design Team, LLC is pleased to submit the following proposal for the preparation of Construction Documents Preparation for the City of Midland Hogan Park Phase 2 Improvements. To complement our services, we have teamed with Halff & Associates, Inc. for civil engineering and architectural design services; locally based Hamilton Engineering, Inc. for geotechnical evaluation; M&S Engineering for electrical engineering; Outlier Engineering for structural engineering; and James Pole Irrigation for irrigation design services. We propose the following services:

I. SCOPE OF SERVICES FOR CONSTRUCTION DOCUMENTS PREPARATION FOR THE CITY OF MIDLAND HOGAN PARK PHASE 2 IMPROVEMENTS

A. Design Survey Allowance for Hogan Park Phase 2

This phase will include the following tasks as needed for existing site conditions and utility verification and will build upon the survey base compiled for the Hogan Park Phase 1 Improvements.

The consultant will:
• Locate additional edge of pavement, pavement type, curb lines, gutter lines, lip of gutter, driveway locations, ramps, sidewalk locations, grade breaks, and elevations at ROW (if applicable).
• Locate additional drainage features, flowlines, and elevations (if applicable).

• Locate the following waterline features: valves, valve nut elevations, meters, manholes, hydrants, and sprinklers (if applicable).
• Locate the following wastewater features: manholes, manhole rim elevations, manhole invert details, pump structure details, cleanouts, and cleanout inverts (if applicable).
• Locate the following storm sewer features: manholes, manhole rim elevations, manhole invert details, inlet structures, inlet details, and outlet structures (if applicable).
• Locate the following additional features: signs, utility poles, guy anchors, overhead power lines, electric facilities, traffic control facilities, telecom facilities, telecom markers, gas valves, gas line markers, gas line vents, bore holes, and one-call markings (if applicable).
• Process field collected data for field survey and update Phase 1 survey data/base files.
• Perform quality control for survey requirements.

The topographic survey area is generally bounded by E. Wadley Avenue to the south; Sibley Circle to the east; N. Lamesa Road to the west; and the south roadway entrance to Christensen Stadium to the north.

B. Geotechnical Evaluation

The consultant will provide the City of Midland with a geotechnical report for the improvements at the park site as indicated in Attachment A. The report shall include:

- Thirteen (13) boring locations - 20’ deep
- Three (3) boring locations - 5’ deep for paving/synthetic turf fields

Approximate boring locations are indicated in Attachment A. Design recommendations for foundation, pavement and structural recommendations will be provided.

C. Schematic Plan Development (30% Construction Document Completion)

The consultant will prepare Schematic Plans (30% completion of construction document preparation) for the City of Midland Hogan Park Phase 2 Improvements illustrating general locations, sizes and relationships of improvements, materials and forms of construction, and proposed equipment for use in development of the park facilities. The proposed improvements to be included are shown on the Hogan Park

Master Plan dated December 2020 (Attachment B) and further described in Item "II – Client Responsibilities and Project Assumptions". These improvements will be shown within context of the topographic and boundary survey. Material cut-sheets as necessary to illustrate design characteristics of selected equipment, finishes and materials will also be included..

The consultant will prepare a revised opinion of probable construction costs for improvements and review schematic plans with City Staff and document their comments for use during preparation of design development plans.

The consultant will attend meetings with the City of Midland Staff for project review and coordination and to ensure master-planning intent of the improvements is carried into the early stages of the construction document preparation.

The consultants will assist in presenting final schematic design to City Council for approval is required to proceed with Design Development.

The consultant will attend a maximum of two (2) meetings with the City of Midland for project review and coordination.

D. Design Development (60% Construction Document Completion)

The consultant will prepare Design Development Plans (60% completion of construction document preparation) for the City of Midland Hogan Park Phase 2 Improvements site improvements illustrating general locations, sizes and relationships of improvements, materials and forms of construction, and proposed equipment for use in development of the park facilities.

The design development plans will be prepared for City of Midland review and comment. The design team will finalize locations and configurations of site and recreational facility improvements and illustrate in digital form.

Design development site plans will identify types and size requirements of site elements including site recreational amenities, access and circulation routes, electrical utilities, pedestrian circulation routes, and landscape and

irrigation improvements (mainline and quick coupling locations only). Design development plans will also coordinate site grading, wet utilities improvements, water quality improvements and landscape architectural improvements. Project phasing will be indicated on these plans, if applicable. Material cut-sheets as needed to illustrate the final designs proposed at the park will be provided.

Conduct predevelopment meetings and/or research with regulatory entities to determine permit requirements including Pre-application conference with City Planning and Development Services, Public Works, Floodplain Administrator, and Parks staff members (2 meetings maximum same day).

Prepare final design development drawings incorporating the City's 30% plan comments and prepare and a revised opinion of probable construction costs (OPCC) for park improvements will also be prepared.

The consultant will attend a maximum of two (2) meetings with the City of Midland for project review and coordination.

E. Construction Documents Preparation

The consultant will prepare construction documents and specifications to allow bidding and construction of the proposed City of Midland Hogan Park Phase 2 Improvements (estimated at $34,000,000.00 for construction only). The construction documents will include the proposed park improvement elements as indicated the Hogan Park Master Plan dated December 2020 (See Attachment B) and further described in Item "II – Client Responsibilities and Project Assumptions". Site layout plans with dimensional control information necessary to construct site improvements, including general building and shade pavilion locations, site grading and drainage, utility, parking area lighting / site lighting and general pedestrian walkway and park improvements will be provided.

The consultant will design grading plans with vertical information necessary for construction. Site drainage and storm sewer plans with information necessary for construction will be provided with site details indicating specific information and data necessary for construction site improvements. Irrigation plans and details necessary for construction of the mainline and quick couplers will be provided as well. It is assumed

that the water source for the irrigation will be from a metered potable water line.

On March 5, 2003, the National Pollution Discharge Elimination System (NPDES) permitting authority was transferred over to the Texas Commission on Environmental Quality (TCEQ). TCEQ's general permit (TPDES construction General Permit TXR 150000) combines large construction activity (5 or more acres) and small construction activity (1 to less than 5 –acres) requirements for all projects in the state of Texas. The construction activity for the park is anticipated to be over five acres; therefore, this project falls under large construction activity requirements.

1. We will prepare an erosion control layout plan for the project, identifying locations of proposed erosion control measures and furnish to the City of Midland. The contractor must display the plan at the job site as part of his Storm Water Pollution Prevention Plan and update the plan accordingly to the requirements listed in the SWP3. The contractor must follow the plan and the local MS4 operator must be notified 48 hours prior to the start of the construction.

2. A Notice of Intent (NOI) form and an application fee is required under large construction activity guidelines. A Construction Site Notice is required to be posted.

By law, this is a separate plan from the erosion and sedimentation control plan contained in the construction drawings. This is a compliance document which both the City and the contractor are required by federal law to follow

The consultant will prepare drainage plans for submittal for a Comprehensive Site Preparation Application to the City, if applicable.

The consultant will prepare an erosion control sheet for inclusion into the plan set.

We will prepare a water service plan to the park improvements based on the City of Midland design criteria. The water service plan will include the proposed water line from the existing nearby water source to the proposed new rest room building.

We will prepare an electrical power service plan to the parking area lighting and area lighting improvements and to the proposed restroom based on the City of Midland design criteria.

Prepare final design development drawings incorporating the City's 60% plan comments.

The consultant will provide the City with a final opinion of probable construction costs for the Hogan Park Phase 2 site improvements at the 100% plan completion stage. Specifications and bidder instructions in CSI format and will be provided to assist staff in the preparation of bid packets and bid form formatting.

The consultant will deliver to the Owner one (1) original Issue for Bid set of construction documents and specifications and PDF documents of the same for bidding purposes. Bidding contractors will be responsible for purchasing all bid sets at cost.

The consultant will attend a maximum of four (4) meetings with the City of Midland for project review and coordination

F. Regulatory Services

The consultant will prepare documents and drawings as reasonably required by the following governmental authorities to comply with permitting requirements that are in effect on the date of this agreement:

- The City of Midland Comprehensive Site Preparation Application permit. All City filing, permit review, application and inspection fees to be waived for City projects.
- Texas Department of Licensing and Registration - Texas Accessibility Review (The consultant will register the project for accessibility with TDLR or the appropriate authorized agent as required prior to construction and make design modifications specifically identified by TDLR or the appropriate authorized agent as part of their pre-construction review.)

As is reasonably necessary, the consultant will evaluate, confer and respond to government staff and review comments regarding proposed improvements at the park site, including attending public hearings and addressing permitting issues if applicable.

The consultant will make design modifications as requested by the applicable governmental authorities and approved by City Staff as they apply to the park components

G. Bidding Services

The design team will provide assistance during the bidding phase of the City of Midland Hogan Park Phase 2 Improvements by answering technical questions from contractors and conducting a pre-bid meeting with the City and potential contractors. Bid packets consisting of project specifications and plans and bid form formatting, utilizing front-end documents preferred by the City of Midland will be prepared and issued.

Attend and assist the City with a pre-bid conference (1 meeting).

The design team will tabulate contractor bids in a spreadsheet format for City review and assist the City with bid opening, review/evaluate bids including alternates (1 meeting).

H. Construction Phase Services

The design team will participate in a preconstruction conference prior to commencement of Work at the Site and provide assistance during the construction phase by reviewing contractor shop drawings when appropriate, visiting the project site at appropriate intervals to observe the progress and quality of the Work completed by the Contractor. Such visits and observations are not intended to be an exhaustive check or a detailed inspection of the Contractor's work. Observations are to allow LUCK Design Team or its assigns, as experienced professionals, to become generally familiar with the Work in progress and to determine, in general, if the Work is proceeding in accordance with the Contract Documents. We anticipate that an average of one site visit every two weeks (for two hours each visit) will be made during the construction phase of the project, which is projected to last eighteen to twenty-four months. A total of forty-eight (48) construction site visits is included in this scope of services.

LUCK Design Team shall not be responsible for any acts or omissions of the Contractor, subcontractor, any entity performing any portions of the Work, or any agents or employees of any of them. LUCK Design Team

does not guarantee the performance of the Contractor and shall not be responsible for the Contractor’s failure to perform its Work in accordance with the Contract Documents or any applicable laws, codes, rules, or regulations.

The design team will recommend to the Owner that Contractor's work be disapproved and rejected while it is in progress if, based on such observations, LUCK Design Team believes that such work will not produce a completed Project that conforms generally to the Contract Documents or that it will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents.

The design team will issue necessary clarifications and interpretations of the Contract Documents as appropriate to the orderly completion of Contractor's work. Such clarifications and interpretations will be consistent with the intent of and reasonably inferable from the Contract Documents. LUCK Design Team may issue Field Orders authorizing minor variations from the requirements of the Contract Documents.

We will recommend Change Orders and Work Change Directives to the Owner, as appropriate, and prepare Change Orders and Work Change Directives as required and determine the appropriate pay amounts due Contractor, based on observations by LUCK Design Team or its assigns, as experienced and qualified design professionals and on review of Applications for Payment and accompanying supporting documentation.

A final walk-through of the construction site with the Owner's representative and the Contractor prior to the preparation of a final punch list will also be conducted. Attend and assist the City with substantial completion inspection(s) and walk-thru including concurrent TAS inspection; issue punch list for incomplete items including time for completion and issuing letter of substantial completion (1 meeting).

The consultant will attend and assist the Citywith final inspection for acceptance of project and issue letter of concurrence (1 meeting).

The consultant will assist the City in acquiring final close-out documents, warranties, accurate as-built drawings, and other documents required to close-out project.

The consultant will assist with review and approval of contractor's final Application and Certification for Payment including retainage.

II. CLIENT RESPONSIBILTIES AND PROJECT ASSUMPTIONS

Hogan Park is approximately 137 acres located at the northeast side of Loop 250, east of Lamesa Road in Midland, Texas.

Since the park is greater than one acre in size, the preparation and development of an erosion control pan for the contractor to use as part of his Stormwater Prevention Plan (SWPPP) in accordance with Texas Pollution Discharge Elimination System (TPDES) requirements is required.

No construction phase surveying services are included in this scope of services.

The anticipated City of Midland Hogan Park Phase 2 improvement elements included for design under the scope of services include:

- Eight (8) softball/baseball fields with synthetic turf entire field, dugouts, bull pens, spectator areas (Fields 7-14).
- Four (4) softball/baseball fields with natural turf, skinned infield, dugouts, bull pens, spectator areas (Fields A-D), irrigation/turf.
- Four (4) multi-purpose fields with synthetic turf and shaded spectator areas.
- Batting cages (12 total batting aisles).
- Multi-purpose Social Lawn Pavilions, light columns.
- Main Entry Plaza/concession/restroom building.
- Maintenance/Umpire Building and service yard.
- Covered Basketball Courts/Restroom/Concession/Pavilion/Trailhead structures.
- On-site walkways and trails.
- On-site roadways and parking.
- On-site storm water retention/detention and storm water conveyance.
- On-site wet utilities, includes water only for RV spots at multi-purpose fields. Service to all onsite buildings including two proposed Corworth buildings.
- Landscape and irrigation improvements in common areas, parking lots, main entry.

- Site amenity areas – playgrounds, splash pad, common area amenities.
- Ballfield and Splashpad/Playground Corworth restrooms.
- Ballfield lighting design.
- Ballfield Scoreboards.
- Social Event Lawn amenities/Food Truck Court.
- Park entry Marque and Kiosk signs.
- Site Electric Primary/Secondary distribution and lighting.

The proposed City of Midland Hogan Park Phase 2 Improvements are estimated at $34,000,000 for construction only.

Through discussions with City Staff, it is anticipated that the proposed Concession/ Restroom Buildings (approximately 900 SF) will be a prefabricated structure like the one installed at the Scharbauer Sports Complex. No architectural design services for a custom concession /restroom building are provided as part of this scope of services.

Conditioned building space will only include concession areas and maintenance office/umpire rooms, ticket booth at main entry.

Final design will be based on refined schematic design of master plan dated December 2020.

On-site water and wastewater services will be used to serve the restroom/concession buildings, maintenance buildings, however adjustments and relocation may be required. Water and wastewater design outside of the park boundary will require additional scope and fee.

According to the Federal Emergency Management Agency (FEMA) Flood Insurance Rate Map (FIRM) Number 48329C0087F (dated 9-16-2005) some improvements will be in the floodplain (Zone AE and Zone X Shaded). Improvements may be planned within the 100-year Floodplain and may require a flood study to demonstrate “no adverse impact”. A Floodplain Study is not being provided as part of this scope of services; if future design impacts warrant that a floodplain study be provided the consultant will enter into discussions with the City for a Floodplain Study to be provided as an additional service.

The floodplain note will be based on the current flood insurance rate maps prepared by F.E.M.A. or City approved drainage study only.

The fee does not include preparation of a floodplain study or research to determine if one is necessary or has been performed, or detailed drainage studies to analyze conveyance of off-site runoff involving HEC-1, HEC-2 or other similar hydrologic or hydraulic analyses including survey cross sections, field notes and easements. The fee does not include CLOMR or LOMR preparation or communication with F.E.M.A.

Our understanding is that the project does not have any Planned Development District (PDD) restrictions for parks.

The following services are excluded unless specifically included in the proposal:

- Public stakeholder meetings and/or other presentations/facilitation beyond those described in scope of services.
- Increase in construction documentation, regulatory entitlement, bidding assistance and construction phase services resulting from increase in development budget of more than 10% beyond design development phase.
- Revisions to drawings previously approved by the CITY and regulatory entities due to changes in: Project scope, budget, schedule, unforeseen subsurface construction conditions or when such revisions are inconsistent with written approvals or instructions previously given; enactment or revision codes, laws, or regulations after the preparation of such documents.
- Preparation of phased bid package(s) with reduced scope of items defined herein, including construction drawings and specifications not included as part of phase 2 development.
- Any design work that will require work in the ROW or impact traffic entering and exiting the public and private ROW not accounted for in basic scope of services.
- Traffic Impact Analysis.
- Detailed cost estimating services or independent cost estimating by a third party.
- Energy/Utility modeling of buildings.
- Preparation of re-bid documents due to unsuccessful bid and value engineering beyond City and consultant control.
- Temporary Traffic Control Plans conforming to Texas MUTCD.

- Reviewing and evaluating alternate designs proposed by contractor during construction.
- Construction Staking.
- Construction quality control and materials testing.
- As built/Improvements surveys after construction.
- Structural design calculation package(s).
- Storm Water Pollution Prevention Plan (SWPPP), to be provided by contractor.
- Services required after final acceptance of constructed work.
- Preparation of presentation materials for marketing or purposes other than in-progress approvals.
- Provide consultation, drawings, reports and other work products related to permits, approvals and ordinances not described in scope of services.
- Providing professional services for the field selection of plant materials.
- Shade Structure Design (other than pre-engineered structures).
- Bridge Design (other than pre-engineered structures).
- Voice/Data System, Fiber Optic Network, Access Control/Security System and Audio System design. (Provisions – jboxes and extra conduit provided into building structures only).
- Natural Gas design.
- LEEDs/Green Building/LID/SITES compliant design.
- Engineering Commissioning, required on buildings with more than 40 tons A/C.
- Energy Re-sale load and Energy Rebate forms.
- Utility coordination for relocations.
- Design of utility extension(s) to the project site.
- Analyzing or simulating water supply networks.
- Design or specifications of grinder pumps, force mains, lift stations and sump pumps.
- Design of irrigation pump stations.
- Detailed Flood Plain Analysis.
- FEMA CLOMR and/or LOMR preparation or submittal.
- Waters of the US 404 permitting through Army Corp of Engineers (USACE)
- Environmental services (Threatened & Endangered Species Evaluation).

- Archeological Assessment. Hazardous Site Assessments.
- Property Title Research.
- Coordination with individual property owners.
- Legal Lot Determinations unless defined within scope of services.
- Preparation of multi-use agreement(s), license agreement(s), unified development agreement(s), restrictive covenant(s), and exhibits.
- Survey documents for right-of-way and easements.
- Preparation and processing of Waivers, Variances or Exceptions.
- Variances from City codes and regulations.
- Zoning services.
- Any services related to ROW and Land Acquisition.
- ROW mapping exhibits and meets and bounds documentation required for ROW acquisition.
- Assistance or representation in litigation concerning the property of proposed project.
- Conflict Resolution.
- Engineer's certificates. The Engineer shall not be required to execute any documents after the signing of this Agreement that in any way might, in the judgment of the Engineer, increase the Engineer's risk or the availability or cost of his professional or general liability insurance.
- Providing services other than those outlined in scope of services.

An asbestos survey for any existing buildings is not included in this scope of services.

The project will be bid as a single bid contract but may include bid alternates as determined by the Client and the Consultant. Preparing documents for separate or sequential bids and providing out-of sequence services requested by the Owner are specifically not included in this scope of services.

III. SCHEDULE FOR COMPLETION

The anticipated schedule for completion of the Phase 2 scope of services is outlined below:

Anticipated Contract Award Date	October 1, 2021
Anticipated Notice to Proceed	October 1, 2021
Schematic Design Plan Preparation	October 1, 2021- November 20, 2021
Design Development Plan Preparation	December 1, 2021 – March 31, 2022
Construction Document Plan Preparation	April 1, 2022 – August 12, 2022
Issue to Bid	October 1, 2022
Anticipated Start of Construction	January 2023
Phase 2 Construction	Anticipated 18-24 Months

IV. BASIS OF COMPENSATION

The fees for services stated will be as follows:

Item 1	Description – Construction Documents Preparation for Hogan Park Phase 2	Fee Basis	Fee
A	Design Survey Allowance for Hogan Park Phase 2	Lump Sum	$10,000
B	Geotechnical Evaluation	Lump Sum	$17,000
C	Schematic Plan Development (30% Construction Document Completion)	Lump Sum	$140,290
D	Design Development (60% Construction Document Completion)	Lump Sum	$529,840
E	Construction Documents Preparation (100% Construction Document Completion)	Lump Sum	$1,158,110
F	Regulatory Services	Lump Sum	$114,650
G	Bidding Services	Lump Sum	$64,510
H	Construction Phase Services	Lump Sum	$458,540
I	Reimbursable Expenses	Estimated Lump Sum	$21,000
		Total Design Fee	**$2,513,940**

Billing will be monthly as work progresses.

Reimbursable expenses (billed as cost) will be billed in addition to the total design fee as reimbursable expenses are accrued.

Additional services (all services not shown on Scope of Services) will be billed on an agreed upon lump sum fee. This proposal does not include services performed prior to the execution of this agreement or services not specifically addressed in "The Scope of Services".

We appreciate the opportunity to be of service and look forward to assisting you in the development of this project. Upon your review of this proposal, please call if you have any questions.

Respectfully submitted,



Brent Luck, PLA
Park Planner / Landscape Architect



MIDLAND | LUCK | DESIGN TEAM | HALFF

Existing B-6 from 2020-09-22

Hogan Park

0 250 500 1,000 Feet

December 2020

NORTH



MIDLAND | LUCK | DESIGN TEAM | HALFF

Existing B-6 from 2020-09-22

Hogan Park

0 250 500 1,000 Feet

December 2020

NORTH

City Council Meeting

Item Number: 7

Meeting Date: July 27, 2021

To: City Council / City Manager

From: Regina Stephenson, Director

Subject: **Motion approving the plans and specifications for the Florida Avenue and Cotton Flat Road Water Main Improvements Project, 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 2) (GENERAL SERVICES)**

Purpose:

Approval of a motion approving plans and specifications and authorizing advertisement for bids for the Florida Avenue and Cotton Flat Road Water Main Improvements project for the Engineering Services Department.

Recommended City Council Action:

Approve

Fiscal Impact:

Funding is not required at this time.

Discussion:

Please consider approval of a motion approving plans and specifications and authorizing advertisement for bids for the Florida Avenue and Cotton Flat Road Water Main Improvements project. Please see the attached memo from Matt Carr, City Engineer, for more information.



City Manager's Office

INTEROFFICE MEMORANDUM

TO: Regina Stephenson, Director of General Services

FROM: Matt Carr, City Engineer

SUBJECT: Consider a resolution authorizing the City Manager to approve the plans and specifications and advertise for bids for the Florida Ave. & Cotton Flat. Rd. Water Main Improvements project; said project to construct or modify storm drains between Garfield Street and Cotton Flat Road along Florida Avenue and between Florida Avenue and Industrial Avenue along Cotton Flat Road.

DATE: 7/13/2021 **COUNCIL MEETING DATE:** 7/27/2021

Please carry a resolution to council to obtain approval to advertise a project for bid. The Florida Ave. & Cotton Flat. Rd. Water Main Improvements project will construct or modify water mains between Garfield Street and Cotton Flat Road along Florida Avenue and between Florida Avenue and Industrial Avenue along Cotton Flat Road.

The project is necessary to replace existing old cast iron pipe water mains prior to a follow up City paving project that will repave these portions of Florida Avenue and Cotton Flat Road whose existing pavement is in poor condition.

Funding for this project will come from Utilities Operations Unallocated Funds. Let me know if you have any questions.

cc: Jose Ortiz
Erika Martinez



Florida Avenue Utility Project
Location Map

SPECIFICATIONS

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

Project Number: PU19-02

MAYOR

Patrick Payton

COUNCIL MEMBERS

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

CITY ENGINEER

Matt C. Carr, P.E.

STATE OF TEXAS
JUL 12 2021
JOSHUA C. FERGUSON
117692
LICENSED
PROFESSIONAL ENGINEER

Josh Ferguson

Prepared by City of Midland, Texas
Engineering Services Division

July 2021

PACKET
7.5
July 27, 2021

NOTICE TO BIDDERS

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

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

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

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

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

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

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

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

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

jferguson@midlandtexas.gov

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

Bids will be received on a unit price basis.

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

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

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

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

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

WAIVER OF ATTORNEY FEES

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

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

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

WAIVER

BIDDER’S WAIVER:

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

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

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

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

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

4. **AWARD OF THE CONTRACT**

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

City of Midland

Amy Turner
City Secretary

Form Revised July 2021

INSTRUCTION AND INFORMATION FOR BIDDERS

1. LOCATION AND EXTENT OF WORK

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

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

2. TIME AND PLACE OF RECEIVING BIDS

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

3. PREPARATION OF BID FORM

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

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

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

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

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

4. EXAMINATION OF SITE, DRAWINGS, ETC

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

5. WITHDRAWAL OF BIDS

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

6. AGREEMENT AND BONDS

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

7. INTERPRETATION OF PLANS AND DOCUMENTS

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

8. BIDDERS INTERESTED IN MORE THAN ONE BID

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

9. AWARD OF CONTRACT

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

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

10. OPENING OF BIDS

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

11. COMPARISON OF BIDS

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

12. BID GUARANTY

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

13. CONTRACT DOCUMENTS

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

14. TIME ELEMENT

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

15. PAYMENTS

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

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

Revised July 2021

NOTICE TO BIDDERS

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

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

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

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

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

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

IMPORTANT NOTICE

Conflict Of Interest Reporting Requirements

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

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

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

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

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

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

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

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

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

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

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

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

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

OFFICE USE ONLY

Date Received

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

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

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

_____

Name of Officer

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

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

☐ Yes ☐ No

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

☐ Yes ☐ No

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

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

7 _____ Date July 27, 2021

Signature of vendor doing business with the governmental entity

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

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: _____

Local Address (must be within the City limits): _____

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? _____
3. Year your business was established in the City of Midland: _____
4. If you collect sales tax for ANY class of customer, provide the following Reseller information:

   Reseller Permit Number: _____

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

   _____

   _____

   _____

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

   _____

   _____

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

   ☐ Yes ☐ No

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

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

Authorized Signature: _____ Date: _____

Printed Name and Title: _____

TECHNICAL SPECIFICATIONS

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

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

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

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

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

GENERAL CONDITIONS AND PROVISIONS

1. DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

2. CONFLICT OF PROVISIONS

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

3. DUTIES AND RESPONSIBILITIES OF THE CONTRACTOR

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

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

4. TIME ELEMENT

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

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

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

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

5. PAYMENT TO CONTRACTOR

ESTIMATED QUANTITIES:

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

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

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

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

PAYMENT; RETAINAGE:

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

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

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

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

FINAL COMPLETION AND ACCEPTANCE:

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

FINAL PAYMENT:

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

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

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

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

(b) For defective work not remedied.

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

7. CERTIFICATE OF PAYMENT

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

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

8. EXTRA, ADDITIONAL OR OMITTED WORK PAYMENT

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

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

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

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

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

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

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

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

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

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

9. ASSIGNMENT OF CONTRACT

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

10. SUBCONTRACTORS

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

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

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

11. SUSPENSION OF WORK

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

12. RIGHT OF OWNER TO TERMINATE CONTRACT

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

13. RIGHT OF CONTRACTOR TO TERMINATE CONTRACT

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

14. INCIDENTAL WORK

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

15. PERMITS – COMPLIANCE WITH LAW

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

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

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

16. INSPECTION BY OWNER

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

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

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

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

17. PATENTS

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

18. MUTUAL RESPONSIBILITY OF CONTRACTORS

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

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

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

19. NOTICE AND SERVICE THEREOF

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

20. QUALITY OF MATERIALS AND WORKMANSHIP

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

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

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

21. SPECIAL METHODS

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

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

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

23. COVERING WORK

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

24. UNFAVORABLE WEATHER

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

25. ALL WORK SUBJECT TO FINAL INSPECTION

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

26. PUBLIC CONVENIENCE

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

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

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

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

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

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

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

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

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

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

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

27. TRAFFIC CONTROL

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

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

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

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

28. PROTECTION OF NEW WORK

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

29. MONUMENTS OR STAKES

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

30. USE OF COMPLETED PORTIONS

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

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

31. USE OF PREMISES

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

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

32. SAFETY RESTRICTIONS

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

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

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

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

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

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

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

33. INSURANCE REQUIREMENTS AND WORKERS COMPENSATION

INSURANCE REQUIREMENTS

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

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

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

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

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

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

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

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

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

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

34. INDEMNIFICATION

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

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

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

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

35. RELEASE

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

36. INDEPENDENT CONTRACTOR

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

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

37. QUALIFICATIONS FOR EMPLOYMENT

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

38. PAYROLLS OF CONTRACTOR AND SUBCONTRACTORS

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

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

39. POSTING WAGE RATES

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

40. PAYMENT OF EMPLOYEES

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

41. WAGE UNDERPAYMENT AND ADJUSTMENTS

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

42. COMPUTATION OF WAGES ON 8 – HOUR DAY

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

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

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

43. OVERTIME WORK AND WORK ON SUNDAYS AND LEGAL HOLIDAYS

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

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

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

44. CONTRACT SECURITY

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

45. DELAYS

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

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

LATE COMPLETION; LIQUIDATED DAMAGES:

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

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

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

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

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

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

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

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

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

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

46. ERRORS AND OMISSIONS

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

47. SPECIFICATIONS AND DRAWINGS

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

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

48. CONSTRUCTION STAKING

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

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

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

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

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

49. SANITATION

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

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

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

50. WATER FOR CONSTRUCTION

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

51. SEQUENCE AND SPEED OF WORK

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

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

52. INSPECTION AND TESTING OF MATERIAL

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

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

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

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

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

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

53. CONSTRUCTION SCHEDULE

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

54. PROFILES AND ELEVATIONS

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

55. CLEANUP

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

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

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

56. GUARANTEE

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

57. WAIVER OF ATTORNEY FEES:

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

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

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

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

58. GOVERNING LAW AND VENUE

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

59. SOVEREIGN IMMUNITY

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

THERE IS NO WAIVER OF SOVEREIGN IMMUNITY.

60. NO THIRD – PARTY BENEFICIARY

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

61. NOTICE OF ALLEGED BREACH; STATUTORY PREREQUISITES

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

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

62. ASSIGNMENT

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

63. FEDERAL WAGE REQUIREMENTS

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

64. PROMPT PAY ACT

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

65. OTHER FEDERAL REQUIREMENTS

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

Updated July 2021

SPECIAL PROVISIONS

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

1. SCOPE OF WORK:

Included in this Project will be the **Florida Ave. & Cotton Flat Rd. Water Main Improvements** project to be performed as outlined in the Plans and Specifications, which are necessary to satisfactorily complete the work.

The project will include the removal, relocation, and installation of existing and proposed water infrastructure and appurtenances including all necessary mobilization, saw-cutting, pavement removal, excavation, embedment, backfill, pavement repair, curb repair, sidewalk repair, concrete joint sealing, as well as erosion control, traffic control, stabilization, coordination with City of Midland staff and organizations such as TxDOT, OSHA, franchise utilities, etc. as needed, One Call (Texas 811) notifications for pending work, notifications to adjacent property owners as directed by City of Midland staff, and all other work to be performed as outlined in the Construction Drawings and Specifications, to satisfactorily complete the work.

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

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

2. ORDER OF PRECEDENCE:

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

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

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

In the Proposal the long-hand dollar amount written in the Description column for each bid item will take precedence over the numerical dollar amount listed in the Unit Price column if there is a discrepancy between the two.

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

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

3. EXAMINATION OF SITE:

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

4. PAYMENT:

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

Payment will be made for material installed, not for material delivery, for all Proposal Bid Items except those specifically listed below, which will be the only Proposal Bid Items to be paid upon material delivery for this project:

Miscellaneous Bid Items: 2

Water Bid Items: 1 – 9, 11 – 13

Retainage will apply the same to all bid items and invoices regardless of whether an invoice is for bid items paid upon material delivery or not.

Any and all payments for bid items that are paid upon material delivery are paid with the expectation that the material will be installed per the construction drawings and specifications, and that the material delivered will be protected and kept in good condition until it is installed. Material that is not properly stored or protected and becomes weathered or damaged before installation must be replaced with new material meeting the standards and requirements of the construction drawings and specifications before it can be installed, and this will be done at no additional cost to the City of Midland.

5. SAFETY REQUIREMENTS:

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

6. SAFETY RESTRICTIONS – WORK NEAR HIGH VOLTAGE LINES:

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

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

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

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

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

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

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

7. TRAFFIC CONTROL:

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

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

1. All temporary traffic control shall be in general conformance with the *Texas Manual on Uniform Traffic Control Devices* (TMUTCD) (latest edition as adopted by the Texas Department of Transportation), except as specifically directed by the City Engineer or City Traffic Engineer.
2. All temporary traffic control shall be designed, installed, and maintained by competent and qualified personnel with adequate experience in traffic control.
3. All temporary traffic control involving multiple lane closures or traffic shifts, full closures of collector or arterial streets, traffic control extending through a railroad crossing, or any setup reasonably determined by the City to be "complex", shall be implemented only by a contractor with specific experience and expertise in the field of traffic control (i.e., a qualified "barricade company").
4. A Traffic Control Plan (TCP) shall be submitted to the Engineering Services Department, Traffic Operations Division, in advance of any work in the right-of-way that impacts traffic. No work shall occur until an approved TCP has been returned to the Contractor.
5. A copy of the approved TCP shall be kept in the possession of the person responsible for supervising the traffic control at all times while working in the right-of-way. The approved TCP shall be presented to City staff or law enforcement upon demand at any time.

6. Depending on site conditions and the nature of the work, temporary traffic control may be approved by the City for either of the following:
    a. All Times – All traffic control, including closures, may remain in place 24 hours per day until expiration of the approved TCP.
    b. Off-Peak Only – Lane or road closures are NOT permitted from 6:00-9:00 AM and 4:00-7:00 PM on weekdays (Monday through Friday). Other traffic control not related to lane or road closures may remain in place 24 hours per day until expiration of the approved TCP.
7. The contractor setting the temporary traffic control shall be responsible for the maintenance and upkeep of all signs, barricades, and other devices, at all times.
    a. All temporary traffic control setups shall be maintained at least one time per day, including weekends and holidays.
    b. More frequent maintenance shall be performed as needed, with particular emphasis to following up after severe weather events or during times of high winds.
    c. Maintenance shall include:
        i. Verifying and correcting the location and orientation of all signs, barricades, and other devices;
        ii. Keeping signs and reflective areas of barricades and other devices clean and free of dirt buildup so as to maintain appropriate visibility and legibility; and
        iii. Ensuring the proper location, orientation, and operation of arrow boards or message boards, if present.
8. Arrow boards shall be required for lane closures under the following conditions:
    a. On roadways with a posted speed limit of 55 MPH or greater, for closures lasting more than one (1) hour;
    b. On roadways with a posted speed limit of 45 MPH or greater, for closures lasting more than four (4) hours;
    c. On any roadway if lanes will remain open to traffic travelling in the same direction on both sides of a closed lane during any overnight hours (from 7:00 PM to 6:00 AM); and

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

8. DETOURS:

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

9. PROPERTY AND RIGHT-OF-WAY ACCESS:

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

10. CONSTRUCTION SCHEDULE:

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

11. CONSTRUCTION STAKING:

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

12. SURVEY:

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

13. CONSTRUCTION MATERIALS:

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

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

> Qualifications of Material Sources – Contractor is only to use pavement mixtures that have a proven record of acceptance by the City of Midland, or another Texas municipality, or have a proven record of meeting similar standards for state highway projects.

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

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

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

14. EROSION CONTROL:

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

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

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

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

15. WASTE MATERIAL:

Excess material from excavation and other construction or demolition activity will become the property of the Contractor. Excess excavation will be disposed of at locations secured by the Contractor and if necessary, approved by the Engineer. No material is to be placed on private property or City property without the approval of the Engineer and the property owner. Removal of excess material, excavation, and waste material are ancillary to the project and not paid as a separate item, unless otherwise noted in the Proposal or Pay Notes.

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

Existing fire hydrants indicated for removal as part of the project are to be returned to the City of Midland by the Contractor and remain City property. This is ancillary to the project and will not be paid as a separate item.

16. TESTING:

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

Required testing includes:

Concrete Pavement For Trench Repair – A Slump Test is required only if directed by the Engineer for pavement patches that are equal to or greater than 50 cubic yards (roughly equal to an 8' wide by 340' long by 6" thick pavement section). The slump test is to be performed once for every cylinder set (3 cylinders), and no less than 1 cylinder set per day when concrete is placed. Test results are to be given to the engineer upon completion of each test. There will be no testing for curb, ramps, and sidewalks.

Asphalt Hot-Mix Pavement For Trench Repair – A Nuclear Gauge Density Test is required only if directed by the Engineer for pavement patches that are equal to or greater than 620 square yards (roughly equal to an 8' wide by 700' long pavement section). The laboratory density limits will be a minimum limit of 96%, a

maximum limit of 98%, and an optimum limit of 97%. The acceptable field density limit will be a minimum limit of 93%, a maximum limit of 98%, and an optimum limit of 95%. Test results are to be given to the Engineer upon completion of each test.

Water Pipes & Fittings – Perform Pressure Testing and Bacterial Testing (Bac T)/Chlorination testing for all water mains and fire hydrants.

- Pressure Test – Perform test as described in the City of Midland Water Line Specifications, PART 10, Hydrostatic Tests, with the sole difference being that a continuous pressure of 180 pounds per square inch (psi) must be maintained over a continuous period of not less than four (4) hours rather than eight (8) hours. The acceptable field pressure limit will be a minimum 180 psi and a maximum 185 psi. A 2-3 psi drop in the measured pipe pressure during the first two (2) hour period will be acceptable to account for the compression of air within the pipe so long as the minimum and maximum allowed field pressure limits are not exceeded. There can be no variation in the measured pipe pressure during the last two (2) hours of the pressure test.

- Bac T/Chlorination Testing – Perform disinfection and test as described in the City of Midland Water Line Specifications, Part 9, Disinfection Of Pipe Lines.

17. COMPLIANCE:

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

18. PERSONNEL:

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

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

19. INTENT OF THE PROPOSAL:

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

20. CONTRACT DEADLINE:

The deadline for substantial completion of this project is _90_ calendar days total starting from the Notice to Proceed date.

Extensions of the project deadline may be requested by the Contractor for documented excepting conditions such as weather days, delays due to conflicts with existing franchise lines, etc. which are reasonably beyond the

Contractor's control. Any and all deadline extensions must be submitted by the Contractor in writing to Engineer for review, and the approval or denial of the request rests solely with the Engineer.

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

21. WARRANTY PERIOD:

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

22. BID PACKET COMPLETION ITEMS OF NOTE:

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

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

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

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

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

PROPOSAL

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

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

Project Name:
Project Number:

Base Bid: Miscellaneous Items				
Item No.	Quantity	Description	Unit Price	Total Amount
1)	3 MO	Mobilization, furnished, installed, complete and in place, for the sum of: _____dollars and _____cents per month. (Pay Note M1)	$_____	$_____
2)	60 LF	20" Steel Pipe Casing (1/4" Wall Thickness), furnished, installed, complete and in place, for the sum of: _____dollars and _____cents per linear foot. (Pay Note M2)	$_____	$_____
3)	3 MO	Erosion/Sediment Control, furnished, installed, complete and in place, for the sum of: _____dollars and _____cents per month. (Pay Note M3)	$_____	$_____
4)	3 MO	Traffic Control, furnished, installed, complete and in place, for the sum of: _____dollars and _____cents per month. (Pay Note M4)	$_____	$_____

Base Bid: Miscellaneous Items				
Item No.	Quantity	Description	Unit Price	Total Amount
5)	3 MO	Job Site Safety, furnished, installed, complete and in place, for the sum of: _____dollars and _____cents per month. (Pay Note M5)	$_____	$_____
6)	N/A	Material Mark-up, complete and in place, for the sum of: _____percent. (Pay Note M6)	%_____	$_N/A_____
7)	N/A	Labor Mark-up (Regular Work Hours), complete and in place, for the sum of: _____percent. (Pay Note M7)	%_____	$_N/A_____
8)	N/A	Equipment Rental Mark-up (Non-Standard Equipment Only), complete and in place, for the sum of: _____percent. (Pay Note M8)	%_____	$_N/A_____
Total Miscellaneous Items 1-8		$_____		

Base Bid: Demolition Items				
Item No.	Quantity	Description	Unit Price	Total Amount
1)	120 LF	Removal & Disposal of Existing Water Main, complete and in place, for the sum of: _____dollars and _____cents per linear foot. (Pay Note D1)	$_____	$_____
2)	71 CY	Flowable Fill for Existing Pipes Abandoned In Place, furnished, installed, complete and in place, for the sum of: _____dollars and _____cents per cubic yard. (Pay Note D2)	$_____	$_____
3)	1 EA	Removal & Disposal of Existing Fire Hydrant Assembly, complete and in place, for the sum of: _____dollars and _____cents per each. (Pay Note D3)	$_____	$_____
4)	800 SY	Removal & Dispose of Existing Unclassified Pavement, complete and in place, for the sum of: _____dollars and _____cents per square yard. (Pay Note D4)	$_____	$_____
5)	8 LF	Removal & Dispose of Existing Concrete Curb & Gutter, complete and in place, for the sum of: _____dollars and _____cents per linear foot. (Pay Note D5)	$_____	$_____
6)	10 SY	Removal & Disposal of Existing Concrete Sidewalk & Ramps, complete and in place, for the sum of: _____dollars and _____cents per square yard. (Pay Note D6)	$_____	$_____
Total Demolition Items 1-6		$_____		

Base Bid: Water Items				
Item No.	Quantity	Description	Unit Price	Total Amount
1)	1,600 LF	12" AWWA C-900 DR18, PVC, Water Main, furnished, installed, complete and in place, for the sum of: _____dollars and _____cents per linear foot. (Pay Note W1)	$_____	$_____
2)	60 LF	8" AWWA C-900 DR18, PVC, Water Main, furnished, installed, complete and in place, for the sum of: _____dollars and _____cents per linear foot. (Pay Note W1)	$_____	$_____
3)	140 LF	6" AWWA C-900 DR18, PVC, Water Main, furnished, installed, complete and in place, for the sum of: _____dollars and _____cents per linear foot. (Pay Note W1)	$_____	$_____
4)	5 EA	12" Gate Valve & Box (MJxMJ/FL), furnished, installed, complete and in place, for the sum of: _____dollars and _____cents per each. (Pay Note W2)	$_____	$_____
5)	1 EA	8" Gate Valve & Box (MJxMJ/FL), furnished, installed, complete and in place, for the sum of: _____dollars and _____cents per each. (Pay Note W2)	$_____	$_____
6)	5 EA	6" Gate Valve & Box (MJxMJ/FL), furnished, installed, complete and in place, for the sum of: _____dollars and _____cents per each. (Pay Note W2)	$_____	$_____

Base Bid: Water Items				
Item No.	Quantity	Description	Unit Price	Total Amount
7)	4 EA	Fire Hydrant Assembly, furnished, installed, complete and in place, for the sum of: _____dollars and _____cents per each. (Pay Note W3)	$_____	$_____
8)	3,630 LBS	Ductile Iron Fittings, furnished, installed, complete and in place, for the sum of: _____dollars and _____cents per pound. (Pay Note W4)	$_____	$_____
9)	3 EA	Dresser Coupling, furnished, installed, complete and in place, for the sum of: _____dollars and _____cents per each. (Pay Note W5)	$_____	$_____
10)	5 EA	Connect to Existing Water Main, furnished, installed, complete and in place, for the sum of: _____dollars and _____cents per each. (Pay Note W6)	$_____	$_____
11)	11 EA	12”x1” Tapping Saddle for water service connection, furnished, installed, complete and in place, for the sum of: _____dollars and _____cents per each. (Pay Note W7)	$_____	$_____

Base Bid: Water Items				
Item No.	Quantity	Description	Unit Price	Total Amount
12)	11 EA	1" Water Service Connection, furnished, installed, complete and in place, for the sum of: _____dollars and _____cents per each. (Pay Note W8)	$_____	$_____
13)	170 LF	1" Water Service Lateral, furnished, installed, complete and in place, for the sum of: _____dollars and _____cents per linear foot. (Pay Note W9)	$_____	$_____
14)	11 EA	Water Meter Installation (New Service Lateral), furnished, installed, complete and in place, for the sum of: _____dollars and _____cents per each. (Pay Note W10)	$_____	$_____
15)	1,800 LF	Open Trenching of Water Main, furnished, installed, complete and in place, for the sum of: _____dollars and _____cents per linear foot. (Pay Note W11)	$_____	$_____
Total Water Items 1-15		$_____		

Base Bid: Paving Items				
Item No.	Quantity	Description	Unit Price	Total Amount
1)	8 LF	Concrete Curb & Gutter Repair, furnished, installed, complete and in place, for the sum of: _____dollars and _____cents per linear foot. (Pay Note P1)	$_____	$_____
2)	10 SY	Concrete Pedestrian Access Ramp Repair, furnished, installed, complete and in place, for the sum of: _____dollars and _____cents per square yard. (Pay Note P2)	$_____	$_____
3)	80 SY	3" Type C HMAC Asphalt Pavement Repair (PG64-22), furnished, installed, complete and in place, for the sum of: _____dollars and _____cents per square yard. (Pay Note P3)	$_____	$_____
4)	800 SY	2" Type D HMAC Asphalt Pavement Repair (PG70-22), furnished, installed, complete and in place, for the sum of: _____dollars and _____cents per square yard. (Pay Note P4)	$_____	$_____
5)	160 GAL	Bituminous Prime Coat (MC-30 or AEP, 0.20 Gal / SY), furnished, installed, complete and in place, for the sum of: _____dollars and _____cents per gallon. (Pay Note P5)	$_____	$_____
6)	8 GAL	Tack Coat (MC-30 or AEP, 0.10 Gal / SY), furnished, installed, complete and in place, for the sum of: _____dollars and _____cents per gallon. (Pay Note P6)	$_____	$_____
7)	800 SY	Flowable Fill / 2-Sack Backfill, furnished, installed, complete and in place, for the sum of: _____dollars and _____cents per square yard. (Pay Note P7)	$_____	$_____
Total Paving Items 1-7		$_____		

Bid Price For:	
1. Miscellaneous Items	$_____
2. Demolition Items	$_____
3. Water Items	$_____
4. Paving Items	$_____
Total Price	$_____

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

_____dollars

and _____ cents total.

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

Bidder agrees to substantially complete all work within _90_ calendar days after receipt of notice to proceed.

PUBLIC INFORMATION

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

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

_____dollars

and _____ cents total. ($_____)

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

Name of Contractor		
Submitted By	Print Name and Title	
Mailing Address		
City	State	Zip

PAY NOTES

Florida Ave. & Cotton Flat Rd. Water Main Improvements

Bid Item		Pay Quantity Note
Miscellaneous Items		
1	Mobilization	M1
2	20" Steel Pipe Casing (1/4" Wall Thickness)	M2
3	Erosion/Sediment Control	M3
4	Traffic Control	M4
5	Job Site Safety	M5
6	Material Mark-up	M6
7	Labor Mark-up (Regular Work Hours)	M7
8	Equipment Rental Mark-up (Non-Standard Equipment Only)	M8
Demolition Items		
1	Removal & Disposal of Existing Water Main	D1
2	Flowable Fill for Existing Pipes Abandoned In Place	D2
3	Removal & Disposal of Existing Fire Hydrant Assembly	D3
4	Removal & Disposal of Existing Unclassified Pavement	D4
5	Removal & Disposal of Existing Concrete Curb & Gutter	D5
6	Removal & Disposal of Existing Concrete Sidewalk & Ramps	D6
Water Items		
1	12" AWWA C-900 DR18, PVC, Water Main	W1
2	8" AWWA C-900 DR18, PVC, Water Main	W1
3	6" AWWA C-900 DR18, PVC, Water Main	W1
4	12" Gate Valve & Box (MJxMJ/FL)	W2
5	8" Gate Valve & Box (MJxMJ/FL)	W2
6	6" Gate Valve & Box (MJxMJ/FL)	W2
7	Fire Hydrant Assembly	W3
8	Ductile Iron Fittings	W4
9	Dresser Coupling	W5
10	Connect to Existing Water Main	W6
11	12"x1" Tapping Saddle	W7
12	1" Water Service Connection	W8
13	1" Water Service Lateral	W9
14	Water Meter Installation (New Service Lateral)	W10
15	Open Trenching of Water Main	W11
Paving Items		
1	Concrete Curb & Gutter Repair	P1
2	Concrete Pedestrian Access Ramp Repair	P2
3	3" Type C HMAC Asphalt Pavement Repair (PG64-22)	P3
4	2" Type D HMAC Asphalt Pavement Repair (PG70-22)	P4
5	Bituminous Prime Coat (MC-30 or AEP, 0.20 Gal / SY)	P5
6	Tack Coat (MC-30 or AEP, 0.10 Gal / SY)	P6
7	Flowable Fill / 2-Sack Backfill	P7

PAY QUANTITY NOTES

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

M2 Includes the necessary equipment, labor, materials, and incidentals for the installation of Pipe Casing per the construction drawings and City of Midland standards and specifications, including all spacers, grout, embedment, detector wire, tracer tape, and appurtenances. Measurement and payment to be per linear foot measured along the ground surface following the pipe centerline through all valves, fittings, structures, and appurtenances.

M3 Includes the necessary equipment, labor, materials, and incidentals to implement the Erosion Control Plan per the construction drawings and City of Midland standards and specifications. Measurement and payment to be made per month.

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

M5 Includes the 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.

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.

D2 Includes the necessary equipment, labor, materials, and incidentals for the placement of Flowable Fill for Existing Pipes Abandoned In Place (Portland Cement 2-Sack = 188 LBS/CY) per the construction drawings and City of Midland standards and specifications, including all plugging or caping the pipe to be abandoned, and appurtenances. Measurement and payment to be made per cubic yard volume of flowable fill placed in pipe abandoned in place.

D3 Includes the necessary equipment, labor, materials, and incidentals for the Removal & Disposal of Existing Fire Hydrant Assembly per the construction drawings and City of Midland standards and specifications. Fire hydrant assemblies are to be returned to the City Utility Maintenance Department unless otherwise directed by the Engineer of Record or their representative. This includes removal and disposal of all structures, fittings, pipes, and appurtenances. Measurement and payment to be per each fire hydrant assembly removed.

D4 Includes the necessary equipment, labor, materials, and incidentals for the Removal & Disposal of Existing Unclassified Pavement per the construction drawings and City of Midland standards and specifications including all saw-cutting and appurtenances. Depths given are approximate and pavement material is to be removed in its entirety. No additional compensation will be made for increased pavement depth removal. Saw-cut pavement edges are to be full pavement depth, cleanly cut, and clearly defined edges free of breaks. Measurement and payment to be made per square yard of unclassified pavement removed.

D5 Includes the necessary equipment, labor, materials, and incidentals for the Removal & Disposal of Existing Concrete Curb & Gutter per the construction drawings and City of Midland standards and specifications, including all appurtenances. Measurement and payment to be made per linear foot.

D6 Includes the necessary equipment, labor, materials, and incidentals for the Removal & Disposal of Existing Concrete Sidewalk & Ramps per the construction drawings and City of Midland standards and specifications, including all appurtenances. Measurement and payment to be made per square yard.

W1 Includes the necessary equipment, labor, materials, and incidentals for the installation of Water Mains per the construction drawings and City of Midland standards and specifications, including all embedment, detector wire, tracer tape, necessary testing, and appurtenances. Measurement and payment to be made per linear foot measured along the ground surface following the pipe centerline through all valves, fittings, structures, and appurtenances.

W2 Includes the necessary equipment, labor, materials, and incidentals for the installation of a Gate Valve & Box per the construction drawings and City of Midland standards and specifications, including all embedment, valve box, joint restraint, thrust blocking, concrete collar, and appurtenances. Measurement and payment to be made per each valve and box installed. Includes valves associated with tapping sleeves.

W3 Includes the necessary equipment, labor, materials, and incidentals for the installation of a Fire Hydrant Assembly per the construction drawings and City of Midland standards and specifications, including all risers, embedment, gravel sump, thrust blocking, necessary testing, and appurtenances. Measurement and payment to be made per each fire hydrant assembly installed.

W4 Includes the necessary equipment, labor, materials, and incidentals for the installation of Ductile Iron Fittings per the construction drawings and City of Midland standards and specifications, including all embedment, wrapping, thrust blocking, joint restraints, and appurtenances. All fittings are to be C153 ductile iron compact fittings. Fitting weights are established from Tyler Union Quality Waterworks Products Catalog PC-U2014, December, 2014 and payment will be made at the standard compact weight. Nuts, bolds, glands, and other associated accessories are not included as part of the fitting weight and are considered subsidiary to the weight of the fitting. Any additional required fittings not shown on the drawings will be paid for at weights established in the Tyler Union Waterworks Catalog.

W5 Includes the necessary equipment, labor, materials, and incidentals for the installation of a Dresser Coupling per the construction drawings and City of Midland standards and specifications, including all embedment, wrapping, thrust blocking, and appurtenances. Measurement and payment to be made per each dresser coupling installed.

W6 Includes the necessary equipment, labor, materials, and incidentals to Connect to Existing Water Main per the construction drawings and City of Midland standards and specifications, including all fittings, repairs, and appurtenances. Measurement and payment to be made per each connection made.

W7 Includes the necessary equipment, labor, materials, and incidentals for the installation of a Tapping Saddle for a water service connection per the construction drawings and City of Midland standards and specifications, including all embedment, thrust blocking, and appurtenances. Measurement and payment to be per each tapping saddle installed.

W8 Includes the necessary equipment, labor, materials, and incidentals for the installation of a Water Service Connection per the construction drawings and City of Midland standards and specifications, including all brass goods from the corporation stop to the brass angle valve (inclusive), as well as the installation of a new meter box and all appurtenances. Measurement and payment to be made per each water service connection installed.

W9 Includes the necessary equipment, labor, materials, and incidentals for the installation of Water Service Lateral pipe per the construction drawings and City of Midland standards and specifications, including all excavation, embedment, backfill, polyethylene service line or other pipe, and appurtenances. Measurement and payment to be made per linear foot measured along the ground surface following the pipe centerline through all valves, fittings, and appurtenances.

W10 Includes the necessary equipment, labor, materials, and incidentals for a new Water Meter Installation as part of a new water service lateral installation per the construction drawings and City of MIdland standards and specifications, including all appurtenances. The new water meter will be provided by the City of Midland. Measurement and payment to be per each water meter set.

W11 Includes the necessary equipment, labor, materials, and incidentals for Open Trenching of Water Main per the construction drawings and City of Midland standards and specifications, including all unclassified excavation, backfill not including flowable fill backfill, providing trench safety and protection for workers to install pipe, structures, and appurtenances. Measurement and payment to be made per linear foot measured along the ground surface following the pipe centerline through all structures, fittings, and appurtenances.

P1 Includes the necessary equipment, labor, materials, and incidentals for Concrete Curb & Gutter Repair per the construction drawings and City of Midland standards and specifications including all forming, placement, jointing, fiber reinforcement, finishing, and appurtenances. Measurement and payment to be made per linear foot measured along the back-of-curb.

P2 Includes the necessary equipment, labor, materials, and incidentals for Concrete Pedestrian Access Ramp Repair per the construction drawings and City of Midland standards and specifications, including all forming, placement, jointing, fiber reinforcement, finishing, and appurtenances. Measurement and payment to be made per square yard.

P3 Includes the necessary equipment, labor, materials, and incidentals for the installation of Type "C" HMAC Asphalt Pavement Repair (110 LBS / SY at 1" thick, PG 64-22) per the construction drawings and City of Midland standards and specifications, including all appurtenances. Measurement and payment to be made per square yard measured along the ground surface.

P4 Includes the necessary equipment, labor, materials, and incidentals for the installation of Type "D" HMAC Asphalt Pavement Repair (110 LBS / SY at 1" thick, PG 70-22) per the construction drawings and City of Midland standards and specifications, including all appurtenances. Measurement and payment to be made per square yard measured along the ground surface.

P5 Includes the necessary equipment, labor, materials, and incidentals for application of Bituminous Prime Coat (MC-30, or AEP, 0.20 GAL / SY) per the construction drawings and City of Midland standards and specifications, including all appurtenances. Measurement and payment to be made per gallon of material applied at the designated rate.

P6 Includes the necessary equipment, labor, materials, and incidentals for application of Tack Coat (MC-30 or AEP, 0.10 GAL / SY) per the construction drawings and City of Midland standards and specifications, including all appurtenances. Measurement and payment to be made per gallon of material applied at the designated rate.

P7 Includes the necessary equipment, labor, materials, and incidentals for installation of Flowable Fill / 2-Sack Backfill (Portland Cement 2 Sack = 188 LBS/CY) per the construction drawings and City of Midland standards and specifications, including all appurtenances. Measurement and payment to be made per square yard measured along the ground surface.

BID BOND

THE STATE OF TEXAS §

COUNTY OF MIDLAND § SURETY NO _____

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

WHEREAS, the Principal has submitted a Bid or Proposal to enter into a certain written contract for the construction of Florida Ave. & Cotton Flat Rd. Water Main Improvements.

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

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

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

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

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

APPROVED AS TO FORM:

_____

City Attorney

NOTE: Attach Power of Attorney

CONTRACT

THE STATE OF TEXAS §

COUNTY OF MIDLAND §

THIS CONTRACT, made and entered into this _____ day of _____, 20_____, 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 _____ of the City _____, County of _____, State of _____, Party of the Second Part, herein-after termed CONTRACTOR.

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the Party of the first Part (OWNER), and under the conditions expressed in the bond bearing even date herewith, the said Party of the Second Part (CONTRACTOR), hereby agrees with the said Party of the First Part (OWNER) to commence and complete the construction of certain improvements described as follows: Florida Ave. & Cotton Flat Rd. Water Main Improvements _____ together with appurtenances and incidentals.

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

The CONTRACTOR hereby agrees to commence work within fifteen (15) calendar days after the written notice to do so and to substantially complete the same within 90 calendar days after receipt of notice to proceed, subject to such extensions of time as are provided by the General and Special Conditions.

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

The SUM TOTAL of this Contract shall be: _____.

INSURANCE

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

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

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

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

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

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

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

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

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

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

WAIVER OF ATTORNEY FEES

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

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

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

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

SOVEREIGN IMMUNITY

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

THERE IS NO WAIVER OF SOVEREIGN IMMUNITY.

GOVERNING LAW AND VENUE

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

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

VERIFICATION

To the extent that Section 2271.002 of the Texas Government Code applies to this Contract, Contractor hereby verifies that Contractor does not boycott Israel and will not boycott Israel during the term of this Contract. If Section 2271.002 of the Texas Government Code does not apply to this Contract, such verification is not required, and Contractor shall be deemed to have not made such verification.

RECORDS RETENTION AND PRODUCTION OF INFORMATION

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

PUBLIC INFORMATION

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

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

Parties of the First Part (Owner)

By: _____
Patrick Payton, Mayor

ATTEST:

_____
Amy Turner, City Secretary

APPROVED ONLY AS TO FORM:

By: _____
John Ohnemiller, City Attorney

By: _____
Party of the Second Part (CONTRACTOR)

By: _____
Title

THE STATE OF _____ §

COUNTY OF _____ §

BEFORE ME, the undersigned authority, on this _____ day of _____, 20__ personally appeared _____, an officer of _____, 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 July 2021

PERFORMANCE BOND

THE STATE OF TEXAS §

COUNTY OF MIDLAND § SURETY NO _____

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

WHEREAS, the Principal has entered into a certain written contract with the Obligee, dated the _____day of _____ , 20___ , for the furnishing of materials and equipment to perform all labor and work necessary for the construction of Florida Ave. & Cotton Flat Rd. Water Main Improvements , specifically including in the scope of this work and bond, the additional maintenance guaranty provisions set forth in the contract conditions, which contract is hereby referred to and made a part hereof as fully and to the same extent as if copies at length herein, as well as the Principal's primary obligation to perform according to plans and specifications.

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

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

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

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

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

APPROVED AS TO FORM:

_____

City Attorney

NOTE: Attach Power of Attorney

PAYMENT BOND

THE STATE OF TEXAS §

COUNTY OF MIDLAND § SURETY NO _____

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

WHEREAS, the Principal has entered into a certain written contract with the Obligee, dated the _____ day of _____, 20__, for the furnishing of materials, equipment to perform all labor and work necessary for Florida Ave. & Cotton Flat Rd. Water Main Improvements, hereof as fully and to the same extent as if copied at length herein.

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

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

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

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

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

APPROVED AS TO FORM:

_____

City Attorney

NOTE: Attach Power of Attorney

CERTIFICATE OF PAYMENT

THE STATE OF TEXAS §

COUNTY OF MIDLAND §

Florida Ave. & Cotton Flat Rd. Water Main Improvements

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

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

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

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

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

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

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

_____
Signature

_____
Typed or Printed Name

_____
Title

_____
Name of Company

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

_____
Notary Public, State of Texas

_____
Typed or printed name

_____
My Commission expires:

Form Revised July 2021

City of Midland Specifications

PREPARATION OF RIGHT OF WAY

1. GENERAL

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

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

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

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

2. CONSTRUCTION METHODS

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

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

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

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

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

EXCAVATION, EMBANKMENT AND PREPARATION OF SUBGRADE

1. GENERAL

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

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

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

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

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

2. CONSTRUCTION METHODS

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

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

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

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

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

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

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

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

08/07

CONCRETE CURB AND GUTTER, SIDEWALKS AND DRIVEWAYS,

VALLEY GUTTERS, CENTER DRAINS AND RIP RAP

1. GENERAL

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

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

2. MATERIALS

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

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

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

The contractor, at his option, may use fiber reinforcing in lieu of the wire mesh for all concrete slab on grade. When fiber reinforcing is used, it shall be "Fiber Mesh" or "Caprolan RC" or approved equal. The material and rate of application shall be approved by the Engineer prior to its use.

Expansion Joints - Bituminous pre-molded joint filler shall be composed of top grade fiber, treated by special impregnation system with water repellent bituminous materials. It shall be a non-extruding type, resilient, expanding on release of compression, preventing open joint crevices. The pre-molded joint filler shall be of such character, that it will not be deformed by handling during hot weather, nor shall it become brittle in cold weather. It shall be free from visible external defects such as holes, ragged or untrue edges, breaks, cracks or tears. It may be covered on both sides with paper to facilitate handling.

The joint filler shall be accurately cut to the dimensions and shapes required. It shall be of the thickness required by the plans, or as specified elsewhere.

3. CONSTRUCTION METHODS

GENERAL

No concrete shall be placed when, in the Engineers opinion, weather or other conditions would be detrimental to the structure placed. No concrete shall be placed on grade when the ground temperature is 35^{o} F or lower. Concrete may be placed when the ground temperature is rising from 35^{o} F. Concrete placed in cold weather shall be protected from freezing for 72 hours after being placed.

CURB AND GUTTER

EXCAVATION AND SUBGRADE - Excavation for curb, gutter, and combined curb and gutter shall be done with the subgrade excavation for the street. Street subgrade shall extend from six inches (6") back of curb to (6") back of curb and shall be compacted for a full width to a minimum of 95% AASHTO T180-61. Where subgrade is more than three inches (3") below bottom of curb, fill shall be compacted caliche base constructed from six inches (6") back of curb to six inches (6") back of curb as specified for base course.

Whenever subgrade or base is dry or dusty, it shall be thoroughly moistened, not made muddy, before the concrete is placed.

Forms - Forms shall be of steel, of a type to be approved by the Engineer, except that curves may be formed with wood sections built up or laminated, upon prior approval by the Engineer.

The forms shall be attached securely to stakes, shall be set true to line and grade, and braced sufficiently to remain true during the placing and tamping of the concrete. Forms shall be thoroughly cleaned and oiled before each use.

Curves - All changes in direction of the curbs shall be by means of true circular curves of the radii as shown on the plans.

Expansion Joints - Expansion joints shall be placed between curb and gutter sections at the tangent points of all curves, at each side of the inlet boxes, drives, alleyways, and at intervals of not more than forty feet (40') in straight runs. The expansion material shall be pre-molded three-fourths inch (3/4") in thickness, and shall conform to the requirements of expansion material as specified herein. It shall be cut to the full size and shape or the cross section of the curb and gutter, less one-half inch (1/2") from the finished surface thereof. The edges of sections against the joint shall be finished with an edging tool and the joint raked clean of concrete.

Finishing - There shall be provided on the job a metal screed or mule designed to give proper shape to the curb and gutter. It shall be bent to the exact shape of the finished curb and gutter and the forward edge turned up slightly to prevent disturbing the mortar. It shall be designed to ride on the forms and when properly manipulated shall leave the curb and gutter in its proper shaped condition. An "S" trowel shall be used to finish the surface and minor imperfections shall be corrected with a mason's trowel. Care shall be taken to finish

the gutter flow line to a true, uniform grade. All edges shall be finished with an edging tool, and joints marked with a jointer. Joint marks shall coincide with actual joints and shall be straight and true.

Curing - The completed curb and gutter, shall be cured in accordance with the requirements of the item "Membrane Curing", Texas Highway Department Item 531.

DRIVEWAYS AND ALLEY RETURNS

Driveways and alley returns shall be constructed of Class "A" concrete to the lines and grades as shown on the plans and detail sheets. All driveways and alley returns shall be reinforced as shown on the detail drawings.

Excavation and Subgrade - Excavation shall be accomplished in the same manner as for streets and curbs. The subgrade for all driveways and alley returns shall be compacted to 95% modified proctor density for 8 inches depth.

Driveways for single family residences and property used for two family residential purposes (duplexes) may be placed on the compacted subgrade. All other driveways shall be considered as commercial driveways and shall be constructed on 6 inches compacted flexible base.

Flexible Base - Commercial driveways and alley returns shall be constructed on 6 inches of flexible base conforming to Section 2-C- Flexible Base, Caliche.

Forms - Forms shall be constructed of steel or, when approved by the engineer, wood conforming to the requirements for curb and gutter forms.

Expansion Joints - Expansion joints shall be placed at the ends of abutting curb and gutter at the end of radii for all driveways and alley returns. In addition, expansion joints shall be placed at the ends of abutting sidewalk sections and at any point where the driveway or alley return abuts another concrete structure. Expansion joint material shall be pre-molded three fourths inch (3/4") in thickness, cut to the shape and dimensions required and shall extend the full depth of the concrete.

Finishing - Shaping and finishing of driveways and alley returns shall be accomplished by using a screed to shape the driveway or alley return to the lines and grade required. Finishing shall be accomplished by use of wooden floats and stiff bristled brushes or brooms. The last finish shall be by brushing or brooming in
A direction transverse to the direction of traffic.

During the entire finishing process care shall be taken to maintain the true gutter invert in line with the street curb and gutter.

Curing - Finished driveways and alley returns shall be cured in accordance with the requirements "membrane curing" "Texas Department of Highways and Public Transportation, 1982 Standard Specifications for Highways, Streets and Bridges", Item Number 531.

CONCRETE VALLEY GUTTERS, CENTER DRAINS AND DRAINWAYS

Concrete slab type street drainage structures with or without curbs, shall be constructed of Class "A" concrete to the lines and grades as shown on the plans and detail sheets or as may be established in the field by the engineer.

Subgrade excavation preparation and compaction and flexible base shall be the same as specified for street construction. All drainage structures within the roadway shall be constructed on a flexible caliche base so that the thickness of the concrete slab plus base is equal to the thickness of the hot mix asphaltic concrete surface plus base.

Forms - Forms shall be as specified for curb and gutter.

Reinforcing - All slab type drainage structures shall be reinforced as shown on the plans and detail drawings. Care shall be taken to maintain all reinforcing in good condition and at its proper location within the slab.

Expansion Joints - Expansion joint material shall be as specified for curb and gutter and for driveways and alley returns.

Expansion joints for valley gutter shall be placed at the ends of radii and at the juncture between the fillet and the cross valley as shown on the detail sheet.

For center drains, expansion joints shall be placed at the ends of widened or transition sections and at each end of a section containing a manhole or other structure and at intervals of sixty feet (60') measured along the center line of the drain.

Additional expansion joints shall be placed where drainage slabs abut backs of curbs, sidewalks and at contact points with other concrete structures.

Contraction Joints - Contraction joints shall be spaced at 15' intervals along the center line of center drains. These contraction joints shall be saw cut 3/8" wide minimum and 1/4 the depth of the slab using an approved concrete saw.

Saw cut contraction joints shall be made after the concrete has set sufficiently to prevent excessive raveling during sawing and shall be completed before the concrete is 48 hours old.

Finishing - Finishing shall be the same as for alley returns and driveways with the last finishing operation for structures subject to vehicular traffic being by broom or stiff brush in a direction transverse to the direction of traffic.

Curing - Curing shall be the same as for curb and gutter and driveways and alley returns.

SIDEWALKS

Sidewalks shall be constructed of Class A" concrete to the lines and grades as shown on the plans and detail drawings or as may be established in the field by the engineer. Sidewalks shall be constructed parallel to the back of the curb and on a grade parallel to

the top of curb grade. The minimum thickness for any sidewalk is 4 inches. The minimum width of any sidewalk is 4 feet.

Excavation and Subgrade - Excavation for sidewalk shall be made with street excavation where applicable. Care shall be exercised in excavating for sidewalks. Any over excavation or any fill required for sidewalk must be brought to grade in lifts not to exceed two inches (2") and thoroughly tamped. Subgrade for sidewalks shall be compacted to at least the density of the adjacent soil or to 85% modified proctor whichever is greater.

When a sidewalk is to be constructed on an embankment the fill must extend at least 3 feet beyond the edge of the sidewalk.

If the subgrade is dry or dusty it must be thoroughly moistened but not made muddy before concrete is placed.

Forms - Forms for sidewalks may be either steel or wood. Forms must be in good shape and true to line and grade. If nominal 2" x 4" lumber is used the subgrade must be finished one half inch (1/2") below the bottom of the form to provide the required 4 inch thickness.

Expansion Joints - Expansion joint material shall be pre-molded conforming to these specifications and shall be one half inch (1/2") thick. The expansion joint shall extend the full depth of the sidewalk.

Expansion joints shall be placed at points where the sidewalk contacts the back of curb, at all junctures between sidewalks all directions, and at all points where the sidewalk abuts a driveway, alley return or other concrete structure including fence foundations.

Transverse expansion joints shall be constructed in the sidewalk at intervals not exceeding twenty eight feet (28') as measured along the centerline of the walk except for sidewalks that are constructed wider than four feet (4') in which case expansion joints may be placed at intervals that are multiples of the width but not exceeding thirty feet (30').

Contraction Joints - Contraction joints consisting of trowel cuts one and one half inches (1-1/2") deep shall be spaced at four foot (4') intervals along the sidewalk. Contraction joints shall be edged using an edging tool with a 1/4 inch or 3/8 inch radius.

For sidewalks wider than four feet (4') contraction joints may be placed at intervals equal to the width of the walk up to but not exceeding ten feet (10').

Finishing - Sidewalks shall be "struck off" with a screed to provide an even surface and float finished using a wooden float.

The final finish on the sidewalk shall be accomplished by brooming or brushing using a stiff bristled brush or broom with the final strokes being in the transverse direction.

Curing - Curing shall be as specified for curb and gutter and driveways and alley returns.

CONCRETE RIP RAP

Concrete rip rap shall be constructed of concrete of the class and to the line and grades as shown on the plans.

Excavation and Subgrade - Care shall be taken not to over excavate for rip rap. The subgrade for rip rap shall be compacted to at least the density of the adjacent undisturbed soil or 85% modified proctor whichever is higher.

Forms - Forms, where required, may be either steel or wood. Forms must be in good condition and true to line and grade.

Expansion Joints - Expansion joints, where required, will meet the requirements of expansion joints materials as specified herein and will be placed as shown on the plans or directed by the engineer.

Finishing - Finishing shall be by screed and wooden float to produce true uniform surface.

Curing - Curing shall be as specified for other concrete herein.

Slope Paving - Slope paving may be required behind the curb or behind sidewalks where street paving requires deeper cuts in developed areas. Slope paving shall be constructed of Class "A" concrete and shall be constructed to the lines and grades as shown on the plans or as established in the field. Slope pavement shall be four inches (4") thick and shall be constructed in accord with the specifications for sidewalks.

When no slope grade is given on the plans the slope gradient shall be l:l.

Unless listed separately on the bid proposal, slope pavement shall be measured and paid for as sidewalk.

4. BACKFILL AND CLEANUP

GENERAL

Backfill and clean up are an integral part of the various items covered by this specification and must be completed for each item before that item will be considered for payment.

CONCRETE STRUCTURES WITHIN THE PAVED AREA OF STREETS

Backfill and clean up for concrete structures within the paved areas of streets, alleys, etc. shall receive special attention to assure the integrity of the street pavement.

Structures constructed in previously paved areas shall have sufficient surface removed along with base and subgrade where necessary to set full face forms for the concrete. As soon as the forms are removed all loose material shall be removed from the form trench and the trench filled to the base level with Portland cement stabilized backfill material

consisting of two (2) sacks Portland cement to one (l) cubic yard of caliche base material or one (l) cubic yard "blow sand". When the cement stabilized backfill has cured the pavement edge shall be saw cut to provide true and straight lines and the pavement restored to its original or revised grade using Hot mix asphaltic concrete conforming to the requirements of Section 2-F of these specifications.

For structures constructed on previously prepared subgrade or base course, clean up and backfill shall be considered complete when the subgrade or base course has been made ready to receive the next course.

When a structure is constructed on a finished base course and it is necessary to remove base material to set forms, backfill and cleanup shall be as described for previously paved areas and shall be considered complete when the base course is made ready to receive the surface course or courses.

BACKFILL BEHIND CURBS AND ALONG SIDEWALKS

Backfill behind curbs and along sidewalks that is to be grassed shall be made using good top soil. Top soil shall be free of caliche, rocks, clods, lumps, debris and other objectionable material. This backfill shall be compacted to at least the density of undisturbed adjacent soil but not less than 85% modified proctor.

Backfill behind curbs and along sidewalks that is to receive paving shall be constructed to conform to the base and subgrade of the adjacent paving and shall be compacted to 95% modified proctor. Or the contractor may elect to backfill to the top of the base with two (2) sack cement stabilized backfill.

In undeveloped areas and in areas where no sidewalks exist the contractor shall slope from the back of the curb to a maximum height of 1/4 inch per foot rise from the top of the curb to the property line on a straight line grade. The minimum elevation at the property lines shall be top of curb elevation.

In deeper cut areas slope paving may be required. When slope paving is required it shall be constructed to the lines and grades shown on the plans. Backfill and shaping beyond the slope paving shall be in accord with the applicable portions of this specification.

08/07

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

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

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CURB AND GUTTER *2*
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CONCRETE VALLEY GUTTERS, CENTER DRAINS AND DRAINWAYS *4*
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Updated 3/06

CONCRETE STRUCTURES

1. GENERAL

This specification covers concrete structures including but not limited to junction boxes, culverts, head walls, cast in place manholes, valve vaults, meter vaults and retaining walls.

2. MATERIALS

CONCRETE

Concrete for cast in place manholes, junction boxes, storm sewer inlet boxes, valve vaults and direct traffic culvert and bridge decks shall be a modified class "C" concrete using a minimum of 6 sacks cement per cubic yard with a maximum water content of 5 gallons per sack of cement and producing a concrete with 4000 psi 28 day compressive strength.

Concrete for other structures shall be class "A" as specified in "Texas State Department of Highways and Public Transportation 1982 Standard Specifications for Construction of Highways, Streets and Bridges" item number 421. Concrete for riprap shall be class "B".

Reinforcing steel shall conform to the requirements of item number 440 or "Texas State Department of Highways and Public Transportation 1982 Standard Specifications for Construction of Highways, Streets and Bridges" and shall be of the sizes and grades as shown on the plans.

3. CONSTRUCTION

Construction of concrete structures shall be in accordance with the provisions of item 420 "Texas State Department of Highways and Public Transportation 1982 Standard Specifications for Construction of Highways, Streets and Bridges".

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

FLEXIBLE BASE, CALICHE

1. GENERAL

This item consists of the construction of a caliche flexible base course to the lines, grades and thickness shown on the plans and in accordance with the provisions of the specifications.

Qualification of Material Source - There will be no designated material sources, but the source proposed by the Contractor must be approved by the Engineer. The contractor shall furnish evidence of capability to crush and screen the material with suitable equipment.

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

2. MATERIALS

Material from the approved source shall meet the following requirements when tested in accordance with the referenced testing standards:

Gradation - Tested by ASTM C 136-67 to meet the following gradation limits:

Sieve Size	Percent Passing
1-3/4"	100.0
7/8"	65-90
3/8"	50-70
No. 4	30-60
No. 40	15-35

Liquid Limit and Plasticity Index **-** Tested by ASTM D423-66 and D 424-59.

Liquid Limit - 30.0 Maximum
Plasticity Index - 10.0 Maximum
Triaxial Classification - Tested by Texas Highway Department Method TEX 117-E, Part II - minimum class 3.0.

Source Quality Control - The contractor shall exercise caution in the operation of the material source to prevent the inclusion of inferior materials.

3. CONSTRUCTION

A. The subgrade shall be finished true to the lines and grades as shown on the plans or as established by the Engineer and finished within specified tolerances and properly maintained to prevent drying and/or loosening of the surface.

No base material may be dumped on any subgrade until it has been tested and approved by the Engineer.

B. Flexible caliche base material shall be placed in uniform courses and processed to provide a uniformly mixed base course of the proper moisture content for compaction. The processing and compaction procedure used shall provide a uniform base course compacted to ninety-five percent (95%) modified proctor density (YACHT T180) minimum. The minimum thickness of any one compacted course shall be three inches (3"). The maximum thickness of any one compacted course shall be eight inches (8").

Any soft or segregated spots that appear in the base shall be removed, replaced or reprocessed and recompacted prior to final finishing of the base. The finished base shall conform to the lines and grades as shown on the plans or established by the Engineer. Finished tolerances shall not exceed one half inch (1/2") in ten feet (10').

The finished base shall be primed as soon after finishing as practical and shall be protected until the hot mix asphaltic concrete surface is applied. In no case will prime be applied until the finished base has been approved by the Engineer.

4. TESTING

A. All test for approval of the source shall be performed by a commercial lab selected by the owner and shall be paid for by the contractor.

B. Gradation and soil constants tests (ASTM C-136, D423 and D424) and THD Triaxial Test (THD TEX117-E Part II) will be performed for source approval. Should the appearance, workability or other visual checks indicate a possible change in the material being furnished, the Engineer may require the contractor to retest the material for source approval.

C. Field quality control test will consist of the finish tolerance test and density test.

The finish tolerance test will be performed by the contractor at his expense using a 10' rolling straight edge. This test shall be performed at the direction of the Engineer or his representative. When required, the test shall consist of checking one path in each lane with the rolling straight edge.

Density test will be made by the City or a commercial laboratory chosen by the City using Troxler 3411-B nuclear density gauges or approved equal at the minimum rate of one test for each 1000 square yards of base. In no case shall less than three tests be run on any one area processed as a unit. The City will bear the cost of the first test or set of tests only. If the base fails the first test the contractor, at his own expense, will be required to have all subsequent tests performed by the commercial laboratory chosen by the city.

8/07

BITUMINOUS PRIME

1. GENERAL

This item consists of the application of a bituminous prime coat to the finished caliche base in accordance with the provisions of the Specifications.

Qualification of Material Source - Material shall be supplied by a producer with a proven performance record of acceptance by the Texas Highway Department.

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

2. MATERIALS

Cut-back asphalt grade MC-30, Texas Highway Department Item 300.

Source Quality Control - Certificates of compliance to be furnished by the producer to the Engineer.

3. CONSTRUCTION METHODS

Condition of Base - The surface of the base shall be tightly compacted to the line and grade shown on the plans and within the tolerances of the specifications. The surface shall be clean and the base shall contain sufficient moisture to assure the proper penetration of the prime.

The prime shall be applied with an approved distributor to the surface of the base at a rate of between 0.15 and 0.40 gallon per square yard. The application rate shall be varied to meet field conditions and to obtain uniform coverage, and adequate penetration. Properly applied prime coat should penetrate from 3/8" to 1/2" into the base and should cure in approximately 72 hours with ambient temperatures at or near 70 degrees F. The prime shall be applied at a temperature within the range of temperatures recommended in Item 300 of Texas Highway Department Standard Specifications. The temperature shall be varied within this range to provide a viscosity that will assure even spreading and penetration of the base. Air Temperatures at the time of application shall be above 50'F.

BITUMINOUS TACK

1. GENERAL

This item consists of the application of a bituminous tack coat to the primed base or existing asphaltic concrete or Portland cement concrete pavement in accordance with the provisions of the specification.

Qualification of Material Source - Material shall be supplied by producer with a proven performance record of acceptance by the Texas Highway Department.

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

2. MATERIALS

Cut-back asphalt grade RC-250, Texas Highway Department Item 300.

3. CONSTRUCTION METHODS

Conditions of Surface - Prior to application of tack to the base course the prime must be completely penetrated into the base and the surface cleaned of foreign objects.

The tack shall be applied with an approved distributor at a rate of between 0.05 and 0.10 gallons per square yard. The temperature of application shall be within the range recommended by the Texas Highway Department in Item 300. The surface temperature to which tack is being applied shall be above 50 degrees F. at the time of application.

When the asphaltic concrete surface is being placed on primed caliche base, use of the tack coat may be waived by the Engineer if the contractor can show that adequate adhesion of the surface being placed to the base course is achieved without it.

Tack coat shall be placed on all asphaltic concrete or portland cement concrete surfaces on which an additional course of asphaltic concrete surfacing is to be placed. The tack coat shall be rolled with a pneumatic roller to assure even distribution over the entire surface and to achieve proper penetration into and adhesion to the surface being overlayed.

HOT MIX ASPHALTIC CONCRETE

I. GENERAL

Includes the construction of the hot mix asphaltic concrete surface in accordance with lines, grades and the sections shown on the plans and with the provisions of the specifications.

Qualification of Material Sources - Producers of oil asphaltic concrete mixture to have a proven record of acceptance by the Texas Highway Department.

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

2. MATERIALS

Oil Asphalt - Oil asphalt grade AC-l0 or AC-20, Texas Highway Department Item 300. When no asphalt grade is shown on the plans, and unless directed otherwise by the Engineer, asphalt for this project shall be grade AC-10.

Coarse Aggregate - Crushed stone or crushed gravel with a minimum of 75 percent of the aggregates having two or more crushed faces. Additional requirements:

(a) Los Angeles Abrasion: ASTM C l3l, Wear not to exceed 40.

(b) Decantation: Maximum 2.0 percent by weight

Fine Aggregates - Natural sand and screenings crushed from the same or similar material meeting the requirements of the course aggregates. Additional requirements.

(a) Plasticity Index: Maximum of 6.

(b) Sand Equivalents: Minimum of 50 for each individual fine aggregate.

Paving Mixtures - The paving mixture(s) shall be as shown on the plans and details. If no mixtures are shown on the plans surface or wearing courses up to l-3/4 inches thick shall be Type D, base courses up to 2 inches thick shall be Type C and base courses over 2 inches thick shall be Type B or Type A.

(a) Gradation: The master gradations for the paving mixtures are:

TYPE "A" (Coarse Graded Base Course):	Percent Aggregate by weight or volume
Passing 2" sieve	100
Passing l-3/4" sieve	95 to 100
Passing l-3/4" sieve, retained on 7/8" sieve	16 to 42
Passing 7/8" sieve, retained on 3/8" sieve	16 to 42
Passing 3/8" sieve, retained on No. 4 sieve	10 to 26
Passing No. 4 sieve, retained on No. l0 sieve	5 to 21
Total retained on No. l0 sieve	68 to 84
Passing No. l0 sieve, retained on No. 40 sieve	5 to 21
Passing No. 40 sieve, retained on No. 80 sieve	3 to 16
Passing No. 80 sieve, retained on No. 200 sieve	2 to 16
Passing No. 200 sieve	1 to 8

The asphaltic material shall form from 3.5 to 7 percent of the mixture by weight.

TYPE "B" (Fine graded Base or Leveling-up course)	Percent Aggregate by Weight or Volume
Passing l" sieve	100
Passing 78" sieve	95 to 100
Passing 7/8" sieve, retained on 3/8" sieve	21 to 53
Passing 3/8" sieve, retained on No. 4 sieve	11 to 42
Passing No. 4 sieve, retained on No. l0 sieve	5 to 26
Total retained on No. l0 sieve	58 to 74
Passing No. l0 sieve, retained on No. 40 sieve	6 to 32
Passing No. 40 sieve, retained on No. 80 sieve	4 to 21
Passing No. 80 sieve, retained on No. 200 sieve	3 to 21
Passing No. 200 sieve	1 to 8

The asphaltic material shall form from 3.5 to 7 percent of the mixture by weight.

Type "C" (Coarse Graded Surface Course):	Percent Aggregate by Weight or Volume
Passing 7/8" sieve	100
Passing 5/8" sieve	95 to 100
Passing 5/8" sieve, retained on 3/8" sieve	16 to 42
Passing No. 4 sieve, retained on No. l0 sieve	11 to 37
Total retained on No. l0 sieve	54 to 74
Passing No. l0 sieve, retained on No. 40 sieve	6 to 32
Passing No. 40 sieve, retained on No. 80 sieve	4 to 27
Passing No. 80 sieve, retained on No. 200 Sieve	3 to 27
Passing No. 200 sieve	1 to 8

The asphaltic material shall form from 3.5 to 7 percent of the mixture by weight.

TYPE "D" (Fine Graded Surface Course):	Percent Aggregate by Weight or Volume
Passing l/2" sieve	100
Passing 3/8" sieve	85 to 100
Passing 3/8" sieve, retained on 4" sieve	21 to 53
Passing No. 4 sieve, retained on No. l0 sieve	54 to 74
Total retained on No. l0 sieve	54 to 74
Passing No. l0 sieve, retained on No. 40 sieve	6 to 32
Passing No. 40 sieve, retained on No. 80 sieve	4 to 27
Passing No. 80 sieve, retained on No. 200 sieve	3 to 27
Passing No. 200 sieve	1 to 8

The asphaltic material shall form from 4 to 8 percent of the mixture by weight.

TYPE "F" (Fine Graded Surface Course):	Percent Aggregate by Weight or Volume
Passing 3/8" sieve	100
Passing No. 4 sieve	95 to 100
Passing No. 4 sieve, retained on No. l0 sieve	58 to 73
Passing No. l0 sieve, retained on No. 40 sieve	6 to 26
Passing No. 40 sieve, retained on No. 80 sieve	3 to 13
Passing No. 80 sieve, retained on No. 200 sieve	2 to 11
Passing No. 200 sieve	1 to 8

The asphaltic material shall form from 3.5 to 6.5 percent of the mixture by weight.

(b) Tolerances: Deviations from job mix formula limited to:

(l) Sizes larger than the l0 sieve- Plus or Minus 4 percent.

(2) No. l0 sieve and smaller - Plus or Minus 3 percent.

(3) The deviation from the job mix formula shall be further limited in that the total deviation from the job mix formula between any two adjacent aggregate grades shall not exceed the allowable deviation for either one.

(4) Asphalt - Plus or Minus 0.3 percent.

(c) Density - The mixture shall be designed to produce an acceptable mixture within tolerance, at or near optimum density. The mixture molded in the laboratory should have the following percent of maximum theoretical density:

Minimum	Maximum	Optimum
96	98	97

(d) Stability: Minimum of 35 Hveem

Source Quality Control - Paving mixture and plant tests to be performed by laboratory selected and paid by the Owner, except as noted.

Job Mix Formula - The contractor shall submit a job mix formula, prepared by laboratory chosen by the owner, at least l0 days in advance of laying operations to allow time for review by the engineer. Substitution of one or more materials will require a new job mix formula and must be approved by the engineer.

The design of job mix formula whether for original submittal or revisions shall be paid for by the contractor.

Plant Tests - Check of raw material uniformity, quality and flow, hot bin gradations, temperature of mixture, mixture tests for density, stability and percent asphalt and other necessary tests to be performed bythe laboratory selected by the owner for each day's production.

Oil Asphalt - Producer to furnish certificates of compliance to the Engineer.

3. CONSTRUCTION METHODS

A. GENERAL

Condition of Base - The surface of the base shall be tight and free of debris. The prime coat shall be uniformly distributed, well penetrated and completely cured prior to application of the tack coat. If the mixture will adhere to the surface of the base without the application of a tack coat, the tack coat can be eliminated. If the surface of the base is one half (l/2") inch or more lower than the proposed bottom of the asphaltic concrete it shall be corrected by placing and compacting a level up course of the asphaltic concrete before the mat is placed on it.

Stockpiling, Storage, Batching and Mixing - Shall meet the requirements of Item 340, "Texas Highway Department l982 Standard Specifications for Road and Bridge Construction.

Weather Limitations - Shall be the requirements of Item 340,"Texas Highway Department l982 Standard Specifications for Road and Bridge Construction." With the added provision that no asphaltic concrete shall be placed when the surface on which the mat is to be placed is below 50 degrees F.

Thickness - Shall be as shown on plans. Unless shown otherwise on the plans, the maximum compacted thickness of any one course of asphaltic concrete shall be two and one-half (2-l/2) times the maximum aggregate size of the mixture being placed. The minimum shall be one (l) inch or one and one fourth (1-1/4) times the maximum particle size which ever is greater.

B. PLACING

Placing of Asphaltic Concrete shall be accomplished using an approved self propelled spreading and finishing machine with a heated vibrating screed capable of producing a surface that will meet the requirements of the typical cross section and the surface test, and when the mixture is dumped directly into the finishing machine shall have adequate power to propel the delivery vehicles in a satisfactory manner. The finishing machine shall be equipped with a flexible spring and/or hydraulic type hitch sufficient in design and capacity to maintain contact between the rear wheels of the hauling equipment and the pusher rollers of the finishing machine while the mixture is being unloaded.

The use of any vehicle which requires dumping directly into the finishing machine and which the finishing machine cannot push or propel in such a manner as to obtain the desired lines and grades without resorting to hand finishing will not be allowed. Vehicles dumping directly or indirectly into the finishing machine shall be so designed and equipped that unloading into the finishing machine can be mechanically and/or automatically operated in such a manner that overloading the finishing machine being used cannot occur and the required lines and grades shall be obtained without resorting to hand finishing.

Automatic screed controls will be required and shall meet the requirements item, 528 "automatic screed controls for asphaltic concrete spreading and finishing machines "Texas Department of Highways and Public Transportation 1982 Specifications for Construction of Highways, Streets and Bridges".

The screed shall be ski controlled using a ski of not less than l8' in length. Curb shoe control will not be allowed.

The spreading and finishing machine shall be maintained in good working order and operated by competent trained personnel.

The Engineer may require the contractor to place a test strip to prove the capability of the machine and the competency of the operating personnel to produce a satisfactory finished surface.

In dips and on curved surfaces where the ski control cannot be used, the surface will be controlled using a l0' straight edge.

Fillet areas, turn outs and other areas not accessible to the spreading machine may be hand laid provided a satisfactory surface is produced.

C. COMPACTION AND FINISHING

Compaction Requirements - The asphaltic concrete surface shall be compacted so that the compacted mixture will contain not more than seven percent (7%) nor less than three percent (3%) air voids.

The surface of the pavement, after compaction, shall be smooth and true to the established line, grade and cross section, and when tested with a l0 foot rolling straightedge, except as provided herein, the maximum deviation shall not exceed l/8 inch in l0 feet, and any surface not meeting this requirement shall be corrected as directed by the engineer.

Raking and Leveling - Minor leveling may be accomplished using asphalt rakes prior to compacting the surface. The surface shall be leveled by loosening the surface of the asphaltic concrete using an asphalt rake then adding or removing material and smoothing the surface. Any large aggregate worked to the surface in this process shall be removed before compaction. The large aggregate shall not be spread over the new asphaltic concrete surface.

Edges and joints with compacted asphalt or concrete gutters shall be carefully squared and excess material removed before compaction. Care shall be taken to see that NO excess material laps over onto the surface of existing asphaltic concrete paving or concrete gutters. Large aggregate worked to the surface in this process shall be removed. It shall not be spread over the new asphaltic concrete surface.

Rolling - In general rolling shall conform to the requirements of item 340 of the Texas Department of Highways and Transportation 1982 Specifications for Construction of Highways, Streets an Bridges except as modified herein.

It shall be the responsibility of the contractor to have rolling equipment available on the job to properly compact the paving mixture in place as required without delay to the lay down operation. Rollers provided shall meet the qualifications for their type as follows:

PNEUMATIC TIRE ROLLERS: The rollers shall be acceptable medium pneumatic tire rollers conforming to the requirements of the item, "Rolling (pneumatic tire)", Type B, unless otherwise specified on plans.

TWO AXLE TANDEM ROLLER: This roller shall be an acceptable power driven tandem roller weighing not less than 8 tons.

THREE WHEEL ROLLER: This roller shall be an acceptable power driven three wheel roller weighing not less than l0 tons.

THREE AXLE TANDEM ROLLER: This roller shall be an acceptable power driven three axle roller weighing not less than l0 tons.

Vibrating rollers will not be used without prior written approval of the engineer. Written approval will be granted only upon demonstration by the contractor that the roller and operator can produce a satisfactory surface within the tolerances of these specifications. Only the operator or operators thus approved will be allowed to operate the vibrating roller on this project.

Areas not accessible to standard rollers shall be compacted using trench rollers, impact tampers, hand tamps or other approved means that will produce the density and surface required.

JOINTS- Shall be carefully rolled to provide compaction of the asphalt against the existing surface or face of the concrete gutter. Joints between concrete gutters and Hot Mix Asphaltic Concrete shall be placed so that the HMAC will be approximately l/2 inch higher than the concrete when compaction is completed. At transverse joints such as valley gutters and fillet areas where finishing asphalt paving 1/2 inch above the edge of concrete will adversely affect ride quality the asphalt shall be finished 1/4 inch above the edge of the concrete.

Transverse joints shall be rolled in the transverse direction with the first pass extending approximately six (6") inches onto the new asphalt each additional pass shall extend approximately twelve (12") inches further onto the new asphalt until the full width of the roller is on the new asphalt. Longitudinal rolling may begin then.

All transverse joints shall be checked with a l0" straight edge while the material is

still hot enough to roll. Any corrections shall be made by loosening the material using an asphalt rake and adding or removing material and recompacting the surface. The surface shall be rechecked and when the joint is acceptable the asphalt spreading machine may proceed with the pass.

Final or finish rolling shall be accomplished using a two axle tandem roller to remove roller marks. This rolling shall be accomplished after the surface has cooled sufficient to minimize further marking but before it is too cool to respond to rolling.

STRAIGHTEDGES AND TEMPLATES - The contractor shall provide acceptable l0 foot straightedge for surface testing. Satisfactory templates shall be provided as required by the Engineer.

4. FIELD QUALITY CONTROL

Test Lots - Field Quality Control Tests shall be made by lot with a lot being the amount of contiguous surface laid in one day. No lot shall exceed l0,000 S.Y. If a days laying exceeds l0,000 S.Y., that days laying shall be divided into two approximately equal lots. The same lot divisions shall be used for all Quality Control Tests. Each separate block or combination of contingeous (blocks) of paving shall be considered as a separate lot even though they may be placed in a single day and do not comprise l0,000 S.Y. of surface.

Surface Tests - Surface tolerance tests will be performed in both longitudinal and transverse directions. The test for longitudinal surface tolerance will be performed with a ten-foot rolling straightedge furnished by the contractor, and calibrated and used in accordance with the manufacturer's recommendation or other approved method.

The maximum allowable deviation in surface shall be 1/8 inch in 10 feet. Tests for longitudinal surface tolerance will be performed by the contractor, accompanied by the engineer within 24 hours of the completion of a lot. One path in each lane for the length of the entire lot will be tested. The location of the test path (Distance from centerline or pavement edge) will be determined by the engineer through the use of random numbers. Any deviations in the surface finish of a roadway wearing course which exceeds l/4 inch must be corrected. After corrections have been made, the entire lot must meet the l/8 inch surface tolerance.

Thin course "scab on" patching will NOT be permitted. Corrections may be made by planning, milling and patching or by removing and replacing affected surface area.

When milling and patching is used to correct surface defects the minimum depth of removal shall be l".

For milling and patching or surface removal the area removed or milled shall be sufficiently large to avoid the appearance of patching.

When planning is used to correct defects the thickness of the remaining paving shall meet the thickness requirements as shown on the plans.

Surface tolerance test will be performed on the last or wearing course only.

Asphaltic concrete pavement constructed under these specifications that does not meet the surface tolerance requirements and is allowed to remain in place will be paid for at a reduced rate determined by multiplying the price bid for the wearing surface course by a surface tolerance quality factor. This rate shall apply to the entire lot.

Lower courses will not be affected by this quality factor but will be paid for at the price bid or such price as it may be affected by other quality factors.

The surface tolerance quality factor will be determined according to the following schedule:

Linear % of pavement exceeding 1/8 inch surface tolerance	Surface tolerance quality factor
0.0 to 1.0	1.0
1.1 to 1.5	0.9
1.6 to 2.5	0.8
over 2.5	0.5

Roadway surface requirements will not be applied for paved drives, aprons, turnouts, and other irregular sections, however, asphaltic concrete shall be placed in such a manner as to provide a neat and uniform appearance and shall be compacted by methods satisfactory to the engineer.

The contractor may request permission to reconstruct a portion of the pavement when, in his opinion, the surface tolerance quality factor can be improved. Upon approval of the engineer, the contractor shall take sufficient tests to isolate the portion or portions of pavement to be pre- constructed and remove and reconstruct the pavement. All costs in connection with this reconstruction are to be born by the contractor. The minimum width of this reconstruction shall be l/2 the street width unless approved otherwise in writing by the engineer. The portions reconstructed shall be re-tested and the surface tolerance quality factor recomputed using the new information along with the test from the area within the portion of the lot not reconstructed.

When other quality factor reductions are provided for on the plans or in the specifications the effect shall be cumulative ie: QFl x QF2 x QF3 x ....x QFn x unit price.

No payment will be made for pavement with a combined quality factor of less than 0.5.

Thickness Test - Thickness test will be made by the engineer on each course of asphaltic concrete laid. Test specimens shall be made by a commercial laboratory selected by the owner. Test specimens shall be cores having a minimum nominal diameter of 6". These cores shall be made in the presence of the inspector at locations designated by the inspector using an approved power operated coring machine.

For thickness and compaction test, each lot shall be divided into approximately equal sublots corresponding in width to each pass of the lay down machine and containing up to but not exceeding 2,000 square yards each. If a lot contains less than 2,000 square yards the engineer may, at his option, divide the lot into two equal sublots, or, if the contractor has a record of satisfactory workmanship, the engineer may waive tests on said lots.

The engineer will locate one test spot for each l,000 S.Y. and/or fraction thereof in each sub-lot using random numbers. If a spot thus located falls within one foot of a longitudinal joint or lip of gutter or within two feet of an unsupported edge or within l5 feet of the beginning or ending edge of a pass, the engineer will relocate the spot using random numbers. The commercial laboratory chosen by the owner will remove the test specimen from each designated spot, mark the specimen and the adjacent pavement for future reference and perform the required tests. Test specimens shall be removed with special caliper type tongs having circular jaws of the diameter of the specimen being removed. These jaws shall grip at least 1/2 of the circumference of the specimen. Screw drivers or other type of prying instruments shall not be used to remove the specimens.

The thickness of a specimen shall be determined by averaging four (4) measurements made at ninety degree (90) intervals around the specimen. Any thickness less than design thickness shall be considered as deficient.

For hot mix asphaltic concrete pavement less than 2 inches thick the maximum allowable deficiency in any one test specimen is l/8 inch provided that no more than twenty five percent (25%) of the specimens tested show a deficiency. For pavement in excess of 2 inches in thickness the maximum allowable deficiency in any one specimen shall be l/8 inch plus l/l6 inch for each additional inch of thickness provided that no more than twenty five percent (25%) of the test specimens show a deficiency.

When a test specimen has a greater deficiency and less than (25%) of the test specimens show a deficiency the contractor shall, at his own expense, determine the extent of the deficiency and correct it by removing and replacing the surface. The minimum width for such correction will be the full width of the pass or passes of the lay down machine in which the deficiency occurs.

The minimum length of such correction shall be three times the width removed. When more than (25%) of the test specimens show a deficiency the surface may at

the engineers option be declared uniformly deficient and the contractor shall correct the deficiency by removing and reconstructing the surface or by constructing an overlay of not less than l inch thickness over the deficient area. The construction of an overlay will require milling at lip lines and dips.

The corrected surface shall meet all the requirements of these specifications.

Asphaltic concrete pavement constructed under these specifications that is less than design thickness, if allowed to remain in place, will be paid for at a reduced rate determined by multiplying the unit price bid in the bid proposal by a thickness quality factor. This rate shall apply to the entire lot in which the deficiency is found.

The thickness quality factor for hot mix asphaltic concrete pavement less than 2 inches in thickness shall be:

Thickness Deficiency	Quality Factor
Maximum l/8" for any one specimen with no more than 25% of the specimens showing a deficiency.	l.0
Pavement not meeting the 25% limitation with an average specimen deficiency up to l/8 inch.	0.75
Average specimen deficiency of l/8 inch to l/4 inch	.55
Average deficiency of more than l/4 inch	0.0

The thickness quality factor for hot mix asphaltic concrete more than 2 inches thick will be l.0 if the maximum deficiency for any one specimen is l/8 inch plus l/l6 inch for each additional inch of thickness over 2 inches and not more than twenty five percent (25%) of the test specimens in the lot are deficient. For thickness test that fall outside this area either by single specimen thickness deficiency or more than twenty five percent (25%) of the specimens showing deficiency the thickness quality factor shall be computed as follows:

$$\text{Thickness Quality Factor} = \frac{1}{\left(\frac{1}{\text{Thickness Ratio}}\right)^2}$$

The thickness ratio for a lot is the average specimen thickness for that lot, with no allowance for thickness in excess of design, divided by the design thickness. For determining the average specimen thickness, those specimens in excess of design thickness shall be considered at design thickness.

The minimum thickness quality factor for which payment will be allowed is .55. Any pavement with a thickness quality factor below .55 will be considered as having a thickness quality factor of 0. This shall apply only if the contractor requests, in writing, to have this paving remain in place and this request is approved in writing by the engineer.

When the deficient area is in a lower course of a multi-course paving structure the contractor may reduce or correct the deficiency by increasing the thickness of the subsequent course or courses as follows:

When subsequent course is	Maximum increase in course thickness
Type B	1/2"
Type C	3/8"
Type D	1/4"

When corrected in this manner the thickness quality factor shall be determined using the combined thickness of the corrected courses and shall apply to all unit prices applicable to this lot.

The contractor may request permission to reconstruct a portion of the pavement when, in his opinion, the thickness quality factor can be improved. Upon approval of the engineer, the contractor shall take sufficient tests to isolate the portion or portions of pavement to be reconstructed and remove and reconstruct the pavement. All cost in connection with this reconstruction are to be born by the contractor. The minimum width of this reconstruction shall be l/2 the street width unless approved otherwise in writing by the engineer. The portions reconstructed shall be retested and the thickness quality factor recomputed using the new information along with the test from the area within the portion of the lot not reconstructed.

When other quality factor reductions are provided for on the plans or in the specifications the effect shall be cumulative ie: QFl x QF2 x QF3 x....x QFn x unit price.

No payment will be made for pavement with a combined quality factor of less than 0.5.

Compaction Test: Compaction test will be made by the commercial laboratory chosen by the owner on the core samples removed from the paving for thickness testing.

The percent air voids will be calculated using maximum theoretical specific gravity of the mixture.

The contractor may attempt to correct deficiencies in compaction by additional pneumatic rolling upon written permission of the engineer. Requests for permission to conduct additional rolling shall be submitted, in writing, to the engineer no later than three days following notification of the deficiency by the commercial laboratory and the additional rolling shall be completed within ten (l0) days following said notification weather permitting.

In no case shall the additional rolling be delayed beyond thirty (30) days from the date the surface was laid. All cost for additional rolling and additional coring and testing of the re-rolled surface shall be born by the contractor.

Asphaltic concrete pavement not meeting this specification and that is allowed to remain in place shall be paid for at a reduced rate determined by multiplying the price bid in the bid proposal by a compaction quality factor determined according to the following schedule:

Percent air voids (average of all specimens for the lot)	Compaction Quality factor	
less than 3	0	
3.0 to 8.0	1.0	
8.1 to 9.0	0.9	
9.1 to 10.0	0.7	
10.1 to 11.0	0.5	and the engineer may require a chip seal to be applied at the contractor's expense
More than 11		0 and the engineer may require a chip seal to be applied at the contractor's expense.

NOTE: HMAC surfacing with between 11% and 15% air voids may, upon written request by the Contractor, be reviewed by the Engineer to determine if it may be left in place. The Engineer's review will consider the type of street and expected traffic conditions among other factors and a written determination will be issued. If the surface is allowed to remain in place, a chip seal will be required at the Contractor's expense. The quality factor for this paving will remain at 0.

The reduced rate shall apply to the entire lot.

The effect of compaction quality factors shall be cumulative and shall be applied as described for surface quality factors and thickness quality factors.

Cost for Field Quality Control - The surface tolerance test shall be made by the contractor at his expense.

The initial thickness and compaction test will be made at no cost to the contractor except for the cost of materials and labor to repair the holes left when cores are removed.

The cost of all thickness test to isolate a deficient area and the cost of retesting the corrected area shall be born by the contractor.

The cost of all retesting of compaction after additional rolling to correct compaction deficiencies shall be born by the contractor.

Areas reconstructed to remedy deficiencies shall meet all the requirements of these specifications and shall be tested in the same manner as original construction. The cost of all tests on reconstructed areas shall be born by the contractor.

5. ADDITIVES

Anti-stripping: An approved liquid anti-stripping agent shall be added to the asphalt used in the hot mix asphaltic concrete. The rate of application shall be in accordance with the manufacturer's recommendation. The minimum anti-stripping agent added shall be one-half (l/2) of l%.

The anti-stripping agent used shall have a proven record when used with similar aggregate and shall be approved by the engineer in writing prior to the date set for reception of bids.

DOUBLE COURSE ASPHALT SURFACE TREATMENT

1. SCOPE

The work to be done under this section consists of furnishing all labor, materials and equipment necessary to construct a Double Asphalt Surface Treatment on the prepared base course in accordance with the sections shown on the plans and as specified herein or as directed by the Engineer.

2. MATERIALS

2.1 Asphalt

The asphalt used shall be of the grade and type specified below. The material shall be homogeneous and free from water, shall not foam when heated to 347° F., and shall meet the following requirements.

Viscosity Grade AC-5
Texas Highway Department 1982 Specifications

Viscosity 140 F. Stokes	500 +/- 100	
	Min.	Max.
Viscosity 140 F. Stokes	1.4	--
Penetration 77° F. 100 g. 5 sec.	135	--
Flash Point C.O.C.F.	425	--
Solubility in trichlorethylene percent	99.0	--

Tests on residues from thin film oven test:

Viscosity 140 F. Stokes	--	1500
Ductility, 77° F. 5 cms per min. cms.	100	--

Spot Test – negative for all grades.

2.2 Aggregate

All aggregate shall be composed of sound and durable particles of crushed stone or crushed gravel. At least eighty-five percent (85%) of the particles of the aggregate retained on the No. 4 sieve shall have one or more crushed faces. Aggregate particles shall be free from organic matter, clay, loam, or pebbles coated therewith, and shall not contain more that (5%) of slate, shale, schist or soft particles of sandstone. The aggregates shall have a percent of wear of not more than thirty-five (35). (Los Angeles Abrasion Tests of Coarse Aggregate, AASHO Designation

T-96 as revised). Crushed limestone will not be acceptable for this project.

Double Asphalt Surface Treatment

No. 1 Aggregate –	Retained on ¾" Sieve -	0% by weight
(Texas Highway	Retained on 5/8" Sieve -	0 – 2% by weight
Department 1982	Retained on ½" Sieve -	20, 35% by weight
Grade 3)	Retained on 3/8" Sieve -	85 – 100% by weight
	Retained on ¼" Sieve	95 – 100% by weight
	Retained on No. 10 Sieve-	99-100% by weight

No. 2 Aggregate -	Retained on ½" Sieve -	0% by weight
(Texas Highway	Retained on 3/8" Sieve -	0 – 5% by weight
Department 1982	Retained on No. 4 Sieve -	40 – 85% by weight
Grade 5)	retained on No. 10 Sieve -	98 –100% by weight
	Retained on No. 20 Sieve-	99 100% by weight

3. CONSTRUCTION METHODS

3.1 Preparation of base

If the surface of the base course is not in proper condition for placement of surfacing, it shall first be brought true to the section and grade as established. The base shall be checked, and any deviation in excess of ¼-inch from grade or from true cross section shall be corrected by scarifying then adding or removing material, reshaping and re-compacting by sprinkling and rolling. No "scab" or "featheredge" patches will be permitted. After correction of any defects in the base, it shall be cleaned of dirt, dust, or other deleterious material by sweeping or other approved methods and primed.

The base course shall be primed with MC-30 Asphalt as directed by the Engineer. The asphalt used shall meet the 1982 Texas Highway Department Specifications Item 300.

The base course shall be checked at least 24 hours in advance of placing the surfacing and any defects shall be repaired and re-primed. Immediately prior to placing the surfacing, the base shall be cleaned of all dirt, dust, or other deleterious materials by sweeping with rotary and hand brooms or other approved methods.

Prime coats shall not be applied more than 7 days in advance of placing the surface course. Areas that have been primed longer than the time

specified above prior to placing the surface course shall be re-primed at the Contractor's expense.

3.2 Handling and Applying Asphalt

All storage tanks, piping, retorts, booster tanks, and distributors used in storing or handling asphalt shall be kept clean and in good operating condition at all times, and they shall be operated in such a manner that there will be no contamination of the asphalt with foreign material. Asphalt shall not be heated above 400° F. at any time, and when applied, it shall be at a temperature of not less than 300° F. and not more than 350° F. The Engineer will select the temperature of application, and the Contractor shall apply the asphalt at a temperature within 15° of the temperature selected. All asphalt material heated above 400° F. will be rejected. Re-circulating heating equipment shall be equipped with recording temperature gauges.

The prime coat shall not be applied when the air temperature is below 50° F. and falling or when in the opinion of the Engineer weather conditions are not suitable. Prime coat shall not be applied when the temperature of the surface on which it is to be applied is less than 40° F. The prime coat shall be applied at least 24 hours in advance of placing the surface course. Prime coat shall be applied with an approved distributor at a rate of 0.30 gallon per square yard, or as directed by the Engineer.

Double Asphalt Surface Treatment shall not be applied when the temperature of the surface on which it is to be placed is below 50° F. and is falling but may be applied when the air temperature is above 40° F. and rising. No asphalt shall be placed when general weather conditions, in the opinion of the engineer, are unsuitable. No double asphalt surface treatment shall be placed from September 30 to April 15.

Asphalt shall be applied on the clean surface by an approved type of self-propelled pressure distributor so operated as to distribute the material in the quantity specified, evenly and smoothly, under a pressure necessary for proper distribution. The Contractor shall provide necessary facilities for determining the temperature of the asphalt in all of the heating equipment and in the distributor, for determining the rate and pressure at which it is applied, and for securing uniformity at the junction of two distributor loads. The beginning and ending of each shot of asphalt shall start and stop on a strip of heavy craft paper of not less than thirty (30) inches in width.

In areas inaccessible to the distributor, asphalt shall be applied by means of a hose and spray nozzles attached to the distributor. Care shall be

taken during application of any asphalt to shield the curb and gutter from the asphalt spray; satisfactory means of handling this matter will be insisted upon.

3.3 Application of Aggregate

Immediately after making the first application of asphalt, the surface shall be covered with No. 1 aggregate. The aggregate shall be spread with an approved self-propelled continuous feet aggregate spreader box, or approved equal, at rates as specified below or as directed by the Engineer. If necessary to obtain uniform distribution of aggregates, hand brooming and hand spotting of aggregates will be required. After completion of placing the aggregates, all areas shall be bull-wheeled with a three- wheeled roller weighing not less than 8 tons followed immediately by two complete passes with an approved self propelled pneumatic roller.

The second application of asphalt shall then be made and the No. 2 aggregate shall be applied in the same manner as stated above for the No. 1 aggregate. The Contractor shall be responsible for the maintenance of the surface and the distribution of the excess aggregate until the work is accepted.

On the two successive days following completion of the work as specified above, all areas shall be rolled with at least four complete coverage's with a pneumatic roller. This rolling shall be done in the warm part of the day.

3.4 Rate of Application of Materials

The asphalt and aggregate shall be applied at the rates specified in the following schedule:

Double Asphalt Surface Treatment

Application	Aggregate Gal. Asphalt/Sq. Yd.	Aggregate Cu. Yd. To Sq. Yds.	Designation
First	0.30	1:70	No. 1
Second	0.40	1:110	No. 2

3.5 Cleanup

After completion of the asphalt surfacing, all debris resulting from the construction shall be cleaned up and removed from the site of the work to

an approved place of disposal. The ditches, shoulders and back slopes shall be bladed and graded to true grades and cross sections as shown on the plans. The entire premises of the work shall be left in a clean condition satisfactory to the Engineer, and all costs of cleanup shall be included in the contract unit prices for the items of work involved.

DOUBLE COURSE ASPHALT SURFACE TREATMENT 1
1. SCOPE 1
2. MATERIALS 1
2.1 Asphalt 1
Viscosity Grade AC-5 1
Texas Highway Department 1982 Specifications 1
Viscosity 140 F. Stokes 1.4 --..... 1
2.2 Aggregate 1
Double Asphalt Surface Treatment 2
3. CONSTRUCTION METHODS 2
3.1 Preparation of base 2
3.2 Handling and Applying Asphalt 3
3.3 Application of Aggregate 4
3.4 Rate of Application of Materials 4
Double Asphalt Surface Treatment 4
3.5 Cleanup 4

3/2006

PREPARATION OF ASPHALTIC CONCRETE SURFACE FOR OVERLAY OR SEAL COAT

1. GENERAL

This item includes patching, milling and incidentals to prepare the asphaltic concrete surface for tack coating and overlay or for application of a seal coat.

2. MATERIALS

a. Asphalt

Asphalt for hot mix asphaltic concrete shall be Grade ACl0 Texas Highway Department Item 300.

Asphaltic concrete shall be Type D or Type F Texas Highway Department Item 340 except when the overlay is the second phase of phased construction in which case the asphaltic concrete for full depth patching shall be the grade as shown on the plans.

b. Portland Cement Stabilized Base

Cement stabilized base shall conform to Texas Highway Department Item 274 and shall consist of caliche base materials described in Section 2-C of this specification. Stabilized using 2 sacks of Portland cement per cubic yard. Cement stabilized base may be blade mixed at or near the job site if the contractor can produce a uniformly mixed acceptable product by this method.

3. PATCHING

a. Patching Surface Raveling

Where, in the opinion of the engineer, surface raveling has caused sufficient loss of material to require patching, the contractor shall thoroughly clean the area to be patched by brooming, and/or compressed air nozzle. When the patched area is completely free of loose aggregate and other foreign matter the contractor shall lightly brush the area with emulsified asphalt type SS1 and apply Type F hot mix asphaltic concrete. The asphaltic concrete shall be raked using an asphalt rake and finished smooth a little higher than the existing surrounding surface and compacted using a steel wheel roller and/or a pneumatic roller. Rollers shall be sufficient size and weight to achieve

adequate compaction. Small areas may be compacted using vibrating plate compacters when approved by the Engineer.

b. Patching Deteriorated Surface

When, in the opinion of the engineer, the surface has deteriorated to a point where replacement is required the engineer shall mark the area to be removed and replaced. The contractor shall saw cut for the full depth of the asphaltic concrete and remove said pavement. The saw cut shall be rectangular in shape with the edges being parallel to and at 90` to the centerline of the street. The minimum width for any patch shall be one (l') foot. After the surface has been removed the base shall be carefully smoothed and all loose base material shall be removed. When needed the base shall be reprimed using a light shot of RC 250 or MC 30 asphalt. After the prime coat has penetrated the base material, the contractor shall apply tack coat to the sawed edges of the surface and place Type D asphaltic concrete to a sufficient depth above the existing surface to provide a compacted surface slightly higher than the adjacent surface. The patch shall be compacted to a density of 92% to 97% Rice density using steel wheel and or pneumatic rollers.

c. Patching Deteriorated Substructure

When the base and or subgrade have failed and are to be removed, the contractor shall remove the surface as specified for deteriorated surface patching. The weakened base shall be removed to a uniform depth to expose undamaged base or subgrade. The minimum depth of removal shall be six (6") inches. The base and subgrade thus removed shall be replaced with Portland cement stabilize base and compacted to 95% modified proctor density and finished at the level of the abutting base. The finished base shall be primed and the surface replaced as specified for patching deteriorated surface.

4. MILLING

Surface milling shall be accomplished using approved asphalt milling machines. The maximum depth of milling shall be one (l") inch.

Milling shall be as directed by the engineer to remove asphaltic concrete placed at valley gutters, gutters and at the ends of the first phase of phased construction for drainage and to remove the asphaltic concrete placed for a smooth connection between that phase and the existing paving. The Engineer may also direct milling to

remove ridges and ruts that have formed on the pavement surface.

The Contractor shall be responsible for controlling the milling operation so that only these areas which require milling are milled. No measurement or payment will be made for milling where only superficial surface marks are left and from which no material is removed. When milling is required to remove ridges and ruts the low areas between ridges and ruts will be considered as "milled surface" for payment.

If a smooth straight joint can not be made by milling the contractor may be required to saw cut a one (l") inch depth groove at the edge of the milled area and remove material between the saw cut and the milled area by hand. No separate payment will be made for this saw cut when required.

5. MEASUREMENT AND PAYMENT

a. Patching Surface Raveling

Measurement will be made of the actual square footage of surface area patched. Payment will be made at the price bid per square foot for patching surface raveling in the bid proposal.

b. Patching Deteriorated Surface

Measurement will be made of the square yards of street surface replaced.

Payment will be made for the actual number of square yards of street surface replaced at the price bid per square yard for patching deteriorated surface in the bid proposal.

c. Portland Cement Stabilized Base

Measurement will be made of the actual cubic yards of compacted cement stabilized base in place.

Payment will be made at the price per cubic yard bid for compacted in place Portland cement stabilized base in the bid proposal.

d. Saw Cutting

Measurement will be made of the actual length of full depth saw cut made as directed by the engineer. No measurement will be made of the sawing required to square up poor milling edges.

Payment will be made at the price per linear foot of full depth saw cutting for the actual number of feet of saw cut as measured above.

No payment will be made for saw cutting required to square up the edges left by improper, inadequate or poor quality milling.

e. Milling

Measurement will be made of the actual area milled. No measurement will be made of areas where milling leaves only superficial surface marks from which no material was removed.

Payment will be made for the actual number of square yards of surface milling as measured above at the unit price bid per square yard of surface milling in the bid proposal.

01/04

SEAL COAT

I. DESCRIPTION

This item shall consist of the application of liquid asphalt to the existing pavement surface followed by placement of cover aggregate and rolled to increase adhesion, together with other operations necessary to form a complete durable seal coat.

II. MATERIALS

A. Asphaltic Materials

The material shall be homogeneous, shall be free from water, shall not foam when heated to 347 degrees F and shall meet the following requirements:

TEST		VISCOSITY GRADE 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

FLORIDA AVE. & COTTON FLAT RD.
WATER MAIN IMPROVEMENTS
COTTON FLAT ROAD - GARFIELD STREET
PROJECT NUMBER: PU19-02
JULY 2021

MAYOR

PATRICK PAYTON

COUNCIL MEMBERS

W. JEFFREY SPARKS	DISTRICT 1
JOHN NORMAN	DISTRICT 2
JACK LADD	DISTRICT 3
LORI BLONG	DISTRICT 4
SCOTT DUFFORD	AT LARGE
SPENCER ROBNETT	AT LARGE

CONTRACTOR _____

DATE WORK BEGAN _____

DATE WORK COMPLETED _____

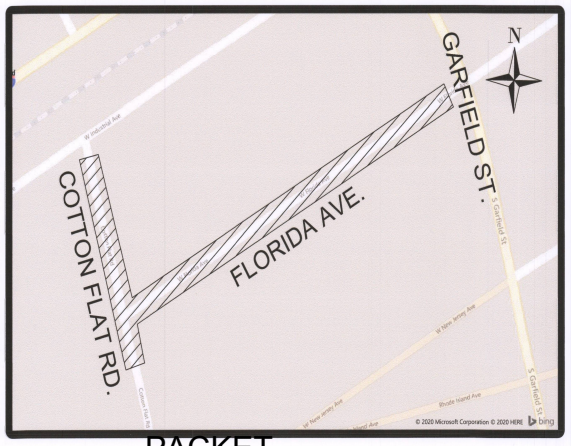
DATE WORK ACCEPTED _____

FINAL CONTRACT COST _____

Josh Ferguson — ENGINEER — 7/12/2021 — SUBMITTED

Matt Carr, P.E. — CITY ENGINEER — 7/12/21 — RECOMMENDED

ENGINEERING SERVICES — 7/12/2021 — RECOMMENDED



PROJECT VICINITY MAP
(NOT TO SCALE)

CITY MANAGER
ROBERT PATRICK

ENGINEERING SERVICES DIRECTOR
JOSE E. ORTIZ

CITY ENGINEER
MATT C. CARR, P.E.
OFFICE: (432) 685-7286

PROJECT ENGINEER
JOSHUA FERGUSON, P.E.
OFFICE: (432) 685-7290 EMAIL: JFerguson@midlandtexas.gov

CITY OF MIDLAND, 300 N. LORAINE ST., MIDLAND, TX 79702

SHEET INDEX	
SHEET	DESCRIPTION
C-101	COVER (1)
C-102	GENERAL NOTES & QUANTITIES (2)
C-103	PROJECT LAYOUT (3)
C-201	EXISTING CONDITIONS (4)
C-301	EROSION CONTROL PLAN (5)
C-302	DEMOLITION PLAN (6)
C-303	PAVEMENT REPAIR PLAN (7)
C-401	MASTER LAYOUT (8)
C-501 TO C-502	PLAN & PROFILE (9-10)
C-601 TO C-603	DETAILS (11-13)

Know what's below. Call before you dig.

Description	Date	By

Drawn By	V. MCDANIEL
Checked By	J. FERGUSON
Approved By	J. FERGUSON
Vert. Scale	N / A
Horz. Scale	N / A
Job No.	PU19-02
Date	JULY 2021
Rev. No.	
Date	
By	

MIDLAND Engineering Services

FLORIDA AVE. & COTTON FLAT RD
WATER MAIN IMPROVEMENTS

COVER SHEET

STATE OF TEXAS — JOSHUA C. FERGUSON — 117692 — LICENSED PROFESSIONAL ENGINEER — Jul 12 2021

SHEET C-101
1 OF 13

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GENERAL NOTES:

i. THIS DESIGN IS FOR PUBLIC WATER MAIN IMPROVEMENTS ALONG FLORIDA AVE.AND COTTON FLAT RD.

ii. ALL CONSTRUCTION IS TO COMPLY WITH CITY OF MIDLAND STANDARDS AND SPECIFICATIONS WHEREVER APPLICABLE. ALL OTHER STANDARDS AND REQUIREMENTS ARE TO COMPLY WITH ALL APPLICABLE FEDERAL AND STATE REGULATIONS, REQUIREMENTS, AND STANDARDS. WHEREVER CITY OF MIDLAND STANDARDS AND FEDERAL OR STATE REQUIREMENTS DIFFER THE MORE RESTRICTIVE STANDARD, REQUIREMENT, OR REGULATION WILL GOVERN.

iii. ALL BEARINGS, DIMENSIONS, AND COORDINATES SHOWN IN THIS CONSTRUCTION DRAWING SET ARE RELATED TO TEXAS STATE PLANE COORDINATE SYSTEM, TEXAS CENTRAL ZONE, NORTH AMERICAN DATUM 1983. ALL ELEVATIONS ARE RELATED TO NORTH AMERICAN VERTICAL DATUM 1988.

iv. EXISTING ELEVATIONS AND TOPOGRAPHIC FEATURES SHOWN IN THIS CONSTRUCTION DRAWING SET HAVE BEEN LOCATED USING CITY OF MIDLAND RECORDS CONTRACTOR IS RESPONSIBLE FOR VERIFYING THIS INFORMATION PRIOR TO CONSTRUCTION AND NOTIFYING ENGINEER OF ANY CONFLICTS BETWEEN EXISTING CONDITIONS AND PROJECT DESIGN.

v. EXISTING UTILITIES, INFRASTRUCTURE, AND OTHER OBJECTS INDICATED IN THIS CONSTRUCTION DRAWING SET HAVE BEEN LOCATED USING CITY OF MIDLAND RECORDS CONTRACTOR IS RESPONSIBLE FOR VERIFYING THIS INFORMATION PRIOR TO CONSTRUCTION AND NOTIFYING ENGINEER OF ANY CONFLICTS BETWEEN EXISTING CONDITIONS AND PROJECT DESIGN.

vi. CONTRACTOR IS TO TAKE ALL NECESSARY PRECAUTIONS TO PROTECT ALL EXISTING FACILITIES THAT ARE ENCOUNTERED REGARDLESS OF WHETHER OR NOT THEY APPEAR IN THIS CONSTRUCTION DRAWING SET.

vii. ANY ISSUES, CONFLICTS, OR DISCREPANCIES ENCOUNTERED IN FIELD THAT CONFLICT WITH THIS CONSTRUCTION DRAWING SET ARE TO BE BROUGHT TO ATTENTION OF PROJECT ENGINEER PRIOR TO MAKING ANY DESIGN CHANGES IN FIELD.

viii. TRAFFIC CONTROL FOR THIS PROJECT WILL BE CONTRACTOR'S RESPONSIBILITY. CONTRACT MUST SUBMIT TRAFFIC CONTROL PLAN, IN ACCORDANCE WITH TMUTCD, TO CITY OF MIDLAND FOR REVIEW AND APPROVAL NO LESS THAN TWO (2) BUSINESS DAYS BEFORE CONTRACTOR BEGINS ANY CONSTRUCTION ACTIVITY.

xi. CONTRACTOR IS TO NOTIFY ALL AFFECTED PROPERTIES AT LEAST FORTY-EIGHT (48) HOURS IN ADVANCE OF ANY KNOWN OR PLANNED INTERRUPTION OF SERVICE OR ACCESS DUE TO ANY CONSTRUCTION ACTIVITY PERFORMED BY CONTRACTOR.

xii. MATERIAL STORAGE IS TO BE PLACED AT FLORIDA AVENUE WORK ZONE IDENTIFIED IN APPROVED TRAFFIC CONTROL PLAN.

xiii. OSHA REQUIREMENTS AND ALL OTHER APPLICABLE FEDERAL, STATE, OR CITY OF MIDLAND SAFETY REQUIREMENTS ARE TO BE FOLLOWED AND COMPLIED WITH AT ALL TIMES.

xiv. CONTRACTOR MUST COMPLY WITH ALL STAKING AND TESTING REQUIREMENTS AS DESCRIBED IN PROJECT BID PACKET.

xv. CONTRACTOR IS REMINDED THAT THIS PROJECT IS LOCATED IN AN URBAN ENVIRONMENT. TREES AND OVERHEAD LINES ARE COMMON, AND CONTRACTOR IS TO PROVIDE PROPER EQUIPMENT TO COMPLETE ALL REQUIRED WORK FOR THIS PROJECT IN AN URBAN ENVIRONMENT.

CONSTRUCTION NOTES:

1. EXISTING BENCHMARK LOCATED AT COTTON FLAT ROAD AND FLORIDA AVENUE. BENCHMARK IS BOX WITH "X" CUT LOCATED AT NORTHWEST CORNER OF INTERSECTION ON NORTH END-OF-RADIUS. BENCHMARK ELEVATION IS 2813.66 BASED ON NGVD29. CONVERSION FACTOR TO NAVD88 FOR MIDLAND, TEXAS IS TYPICALLY +1.22'.

2. EXISTING BENCHMARK LOCATED AT COTTON FLAT ROAD AND INDUSTRIAL AVENUE. BENCHMARK IS 1/2" ALUMINUM CAP LOCATED 10' +/- SOUTH OF RAILROAD TRACKS, ENDING AT AO-11. BENCHMARK ELEVATION IS 2816.12 BASED ON NGVD29. CONVERSION FACTOR TO NAVD88 FOR MIDLAND, TEXAS IS TYPICALLY +1.22'.

3. EXISTING BENCHMARK LOCATED AT FRONT STREET AND GARFIELD STREET. BENCHMARK IS 2" ALUMINUM CAP STAMPED "AO9" LOCATED AT NORTHWEST CORNER OF INTERSECTION AT CENTER RADIUS. BENCHMARK ELEVATION IS 2812.52 BASED ON NGVD29. CONVERSION FACTOR TO NAVD88 FOR MIDLAND, TEXAS IS TYPICALLY +1.22'.

4. EXISTING CONTROL POINT LOCATED AT SOUTHEAST CORNER OF COTTON FLAT AND FLORIDA AVE. CONTROL POINT IS A RAILROAD SPIKE LOCATED AT NORTHING 10689383.91 EASTING 1750256.415. CONTROL POINT ELEVATION IS 2813.9 BASED ON NAVD88.

5. ALL DIMENSIONS MEASURED TO CURB ARE MEASURED TO BACK-OF-CURB.

6. ALL DIMENSIONS BETWEEN UTILITIES ARE MEASURED TO UTILITY CENTERLINE.

7. ALL FITTINGS INSTALLED ARE TO BE WRAPPED.

8. ALL NEW OR EXISTING VALVE, MANHOLE JUNCTION, INLET, AND METER COVERS MUST BE ADJUSTED TO FINISHED GRADE AND BE SET FLUSH WITH ADJACENT FINISHED SURFACE WHETHER FINISHED SURFACE IS PAVED OR UNPAVED.

9. CONCRETE COLLARS ARE TO BE PLACED AROUND ALL PUBLIC INFRASTRUCTURE UTILITY COVERS EXCEPT METER COVERS EVEN WHEN SUCH COVERS ARE LOCATED IN UNPAVED OR CONCRETE PAVED AREAS.

10. ALL CONCRETE FIBER REINFORCEMENT IS TO BE INSTALLED AT A RATE OF 5.0-POUNDS OF FIBER REINFORCEMENT PER EACH 1.0-CUBIC YARD OF CONCRETE PLACED (1.5-LBS / 1.0-CY) UNLESS OTHERWISE NOTED IN THIS CONSTRUCTION DRAWING SET.

11. ALL CONCRETE PAVEMENT, CURB, VALLEY GUTTER, APPROACH, AND COLLAR JOINTS ARE TO BE SEALED PER CITY STANDARDS.

12. CONTRACTOR IS TO MATCH DESIGN GRADES AND ELEVATIONS SHOWN ON THIS CONSTRUCTION DRAWING SET.

13. CONTRACTOR IS TO MATCH EXISTING GRADES AT ALL LOCATIONS INDICATED, INCLUDING FOR ALL GRADE DAYLIGHTING.

14. COORDINATE ALL SIGNAL POLE, SIGNAL CONDUIT, STRIPING, TRAFFIC SIGN, OR OTHER TRAFFIC INFRASTRUCTURE ISSUES WITH CITY TRAFFIC ENGINEER AND NOTIFY CITY INSPECTOR.

15. NOTIFY CITY INSPECTOR OF ALL FRANCHISE UTILITY OR PRIVATE INFRASTRUCTURE ISSUES AND COORDINATE WITH BOTH CITY AND FRANCHISE UTILITY OR PRIVATE INFRASTRUCTURE OWNER.

CONSTRUCTION NOTES (CONTINUED):

16. CONTRACTOR IS TO COORDINATE WITH CITY FIRE DEPARTMENT FOR ANY FIRE HYDRANT OR FIRE LINE TESTING. FIRE DEPARTMENT TO INSTALL COLORED RING OR BONNET ON FIRE HYDRANT ONCE TESTED.

17. PLACE ORANGE FENCING AROUND SIDEWALK, WHEELCHAIR RAMPS, AND OTHER PEDESTRIAN AREAS THAT POSE HAZARDS TO PEDESTRIAN TRAFFIC AS DIRECTED.

LEGEND

- FIRE HYDRANT ASSEMBLY
- UTILITY POLE
- TEE
- BENDS
- REDUCER
- GATE VALVE
- DRESSER COUPLING
- SS — WASTEWATER MANHOLE
- — XX" W.W. — XX" WASTEWATER MAIN
- — XX" W.L. — XX" WATER MAIN AND/OR LATERAL
- WM — WATER METER
- — G.L. — GAS LINE
- GM — GAS METER

811 Know what's below. Call before you dig.

Description	By	Date	Rev. No.

Drawn By	V. MCDANIEL
Checked By	J.FERGUSON
Approved By	J.FERGUSON
Vert. Scale	N / A
Horz. Scale	N / A
Job No.	PU19-02
Date	JULY 2021

MIDLAND Engineering Services

FLORIDA AVE. & COTTON FLAT RD
WATER MAIN IMPROVEMENTS

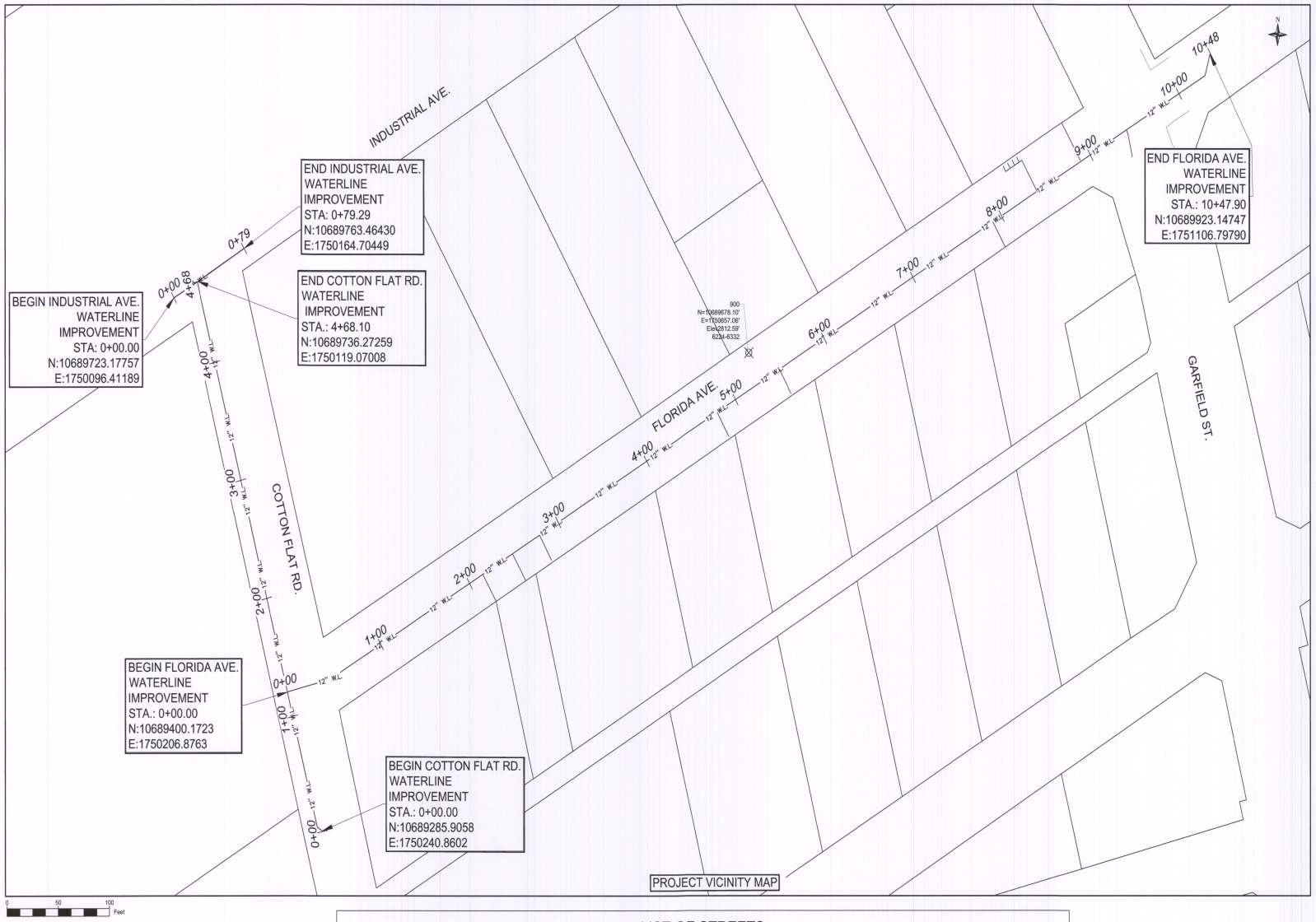
GENERAL NOTES

STATE OF TEXAS — JOSHUA C. FERGUSON — 117692 — LICENSED PROFESSIONAL ENGINEER — Jul 02 2021

SHEET C-102
2 OF 13

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FLORIDA AVE. & COTTON FLAT RD.
WATERLINE IMPROVEMENT PROJECT LAYOUT



LIST OF STREETS					
ALIGNMENT	STREET	STATION BEGINNING	TO	STATION END	LENGTH FT.
WL-A	FLORIDA AVE.	0+00.00	-	10+47.90	1047.9
WL-B	COTTON FLAT RD.	0+00.00	-	4+68.10	468.10
WL-C	INDUSTRIAL AVE.	0+00.00	-	0+79.29	79.29

PACKET 7,250 July 27, 2021

Know what's below. Call before you dig.

Description	By	Date	Rev. No.

Drawn By V. MCDANIEL
Checked By J.FERGUSON
Approved By J.FERGUSON
Vert. Scale N/A
Horz. Scale 1 : 50
Job No. PU19-02
Date JULY 2021

MIDLAND Engineering Services

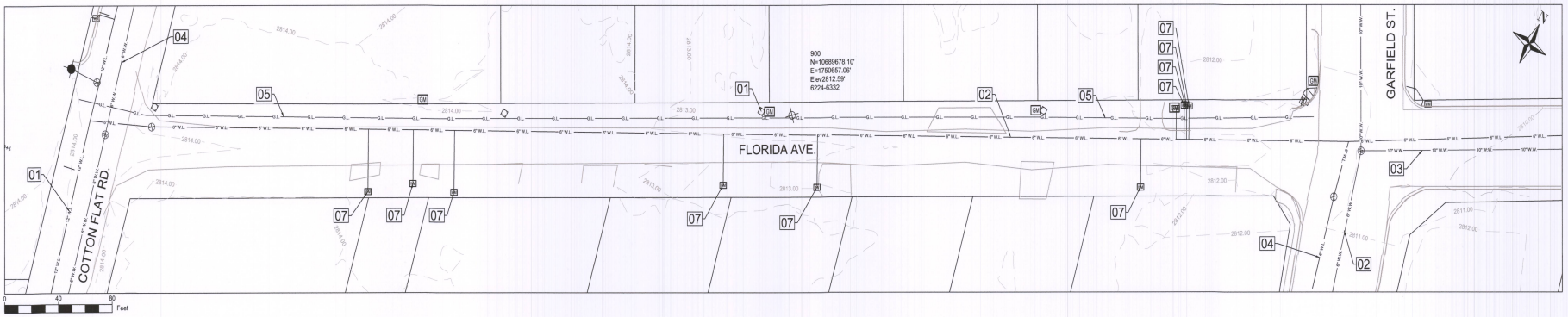
FLORIDA AVE. & COTTON FLAT RD
WATER MAIN IMPROVEMENTS

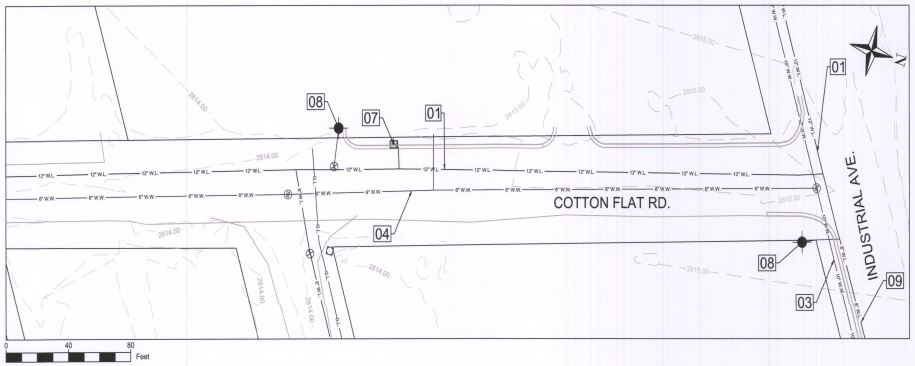
PROJECT LAYOUT

STATE OF TEXAS JOSHUA C. FERGUSON 117692 LICENSED PROFESSIONAL ENGINEER

SHEET C-103
3 OF 13

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KEYED NOTES:

01 EXISTING 12" WATER MAIN

02 EXISTING 6" WATER MAIN

03 EXISTING 10" WASTEWATER MAIN

04 EXISTING 6" WASTEWATER MAIN

05 EXISTING ACTIVE GAS LINE

06 EXISTING ACTIVE OVERHEAD LINES

07 EXISTING WATER METER

08 EXISTING FIRE HYDRANT

09 EXISTING 8" WATER MAIN

EXISTING CONDITION NOTES:

A. EXISTING CONDITIONS ARE SHOWN BASED ON AVAILABLE CITY OF MIDLAND GIS DATA, CITY OF MIDLAND LIDAR CONTOUR DATA, SPOT SURVEY DATA, TxDOT DESIGN DRAWINGS, AND SITE VISITS. CONTRACTOR IS TO FIELD VERIFY ALL EXISTING CONDITIONS AND NOTIFY ENGINEER OF ANY DISCREPANCIES.

B. EXISTING GAS LINES WERE LOCATED FROM SPOT SURVEY DATA, TxDOT DESIGN DRAWINGS, AND SITE VISITS. CONTRACTOR IS TO TAKE ALL NECESSARY STEPS AND PRECAUTIONS TO ENSURE SAFETY OF BOTH PUBLIC AND CONTRACTOR'S WORKERS WHEN ANY TRENCHING OR OTHER WORK IS TAKING PLACE NEAR THESE LINES.

C. EXISTING ELECTRIC LINES WERE LOCATED FROM SPOT SURVEY DATA, TxDOT DESIGN DRAWINGS, AND SITE VISITS. CONTRACTOR IS TO TAKE ALL NECESSARY STEPS AND PRECAUTIONS TO ENSURE SAFETY OF BOTH PUBLIC AND CONTRACTOR'S WORKERS WHEN ANY TRENCHING OR OTHER WORK IS TAKING PLACE NEAR THESE LINES.

D. CONTRACTOR IS TO TAKE ALL NECESSARY STEPS AND PRECAUTIONS TO ENSURE SAFETY OF BOTH PUBLIC AND CONTRACTOR'S WORKERS WHEN ANY TRENCHING OR OTHER WORK IS TAKING PLACE NEAR OVERHEAD ELECTRIC, POWER, OR PHONE LINES.

Know what's below. Call before you dig.

Description	By	Date	Rev. No.

Drawn By	V.MCDANIEL
Checked By	J. FERGUSON
Approved By	J. FERGUSON
Vert. Scale	N/A
Horz. Scale	1 : 40
Job No.	PU19-02
Date	JULY 2021

MIDLAND Engineering Services

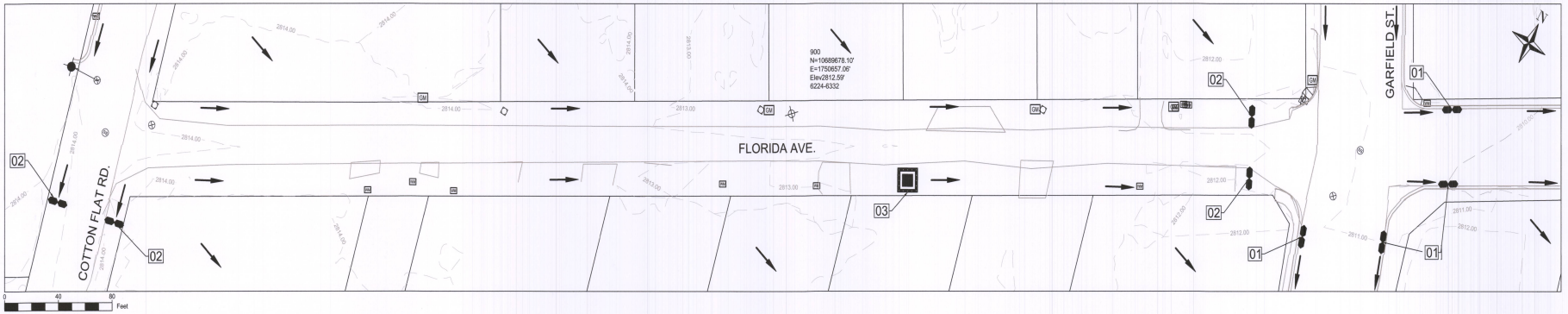
FLORIDA AVE. & COTTON FLAT RD
WATER MAIN IMPROVEMENTS

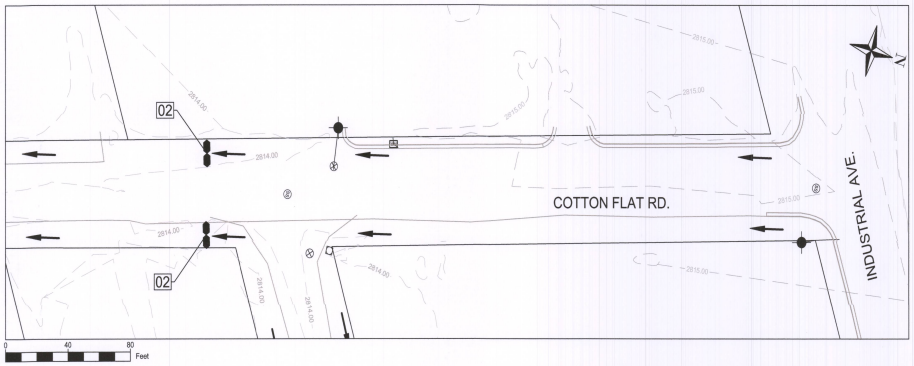
EXISTING CONDITIONS

STATE OF TEXAS
JOSHUA C. FERGUSON
117692
LICENSED PROFESSIONAL ENGINEER
07/27/2021

SHEET C-201
4 OF 13

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KEYED NOTES:

01 PLACE SAND BAGS IN GUTTER FLOWLINE UPSTREAM OF CURB OPENINGS AND AT LIMITS OF WORK ZONE AREAS.

02 PLACE SAND BAGS ACROSS DITCH OR SWALE FLOWLINE AT DOWNSTREAM LIMIT OF WORK ZONE AREA.

03 LOCATE CONCRETE WASHOUT WITHIN PROJECT AREA AND SHIFT AS NECESSARY FOR CONSTRUCTION ACTIVITY. ALL WASHOUT AND OTHER SPOILS ARE TO BE REMOVED FROM SITE.

EROSION CONTROL NOTES:

A. INSTALL EROSION CONTROL MEASURES PRIOR TO BEGINNING ANY CONSTRUCTION ACTIVITY ON PROJECT SITE.

B. CONTRACTOR IS TO MAINTAIN EROSION CONTROL MEASURES AT ALL TIMES. REPAIRS TO EXISTING EROSION CONTROL MEASURES ARE TO BE MADE IMMEDIATELY UPON DISCOVERY THAT SUCH REPAIRS ARE NEEDED. ALL EROSION CONTROL MEASURES AT PROJECT SITE ARE TO BE INSPECTED IMMEDIATELY FOLLOWING ANY STORM EVENT.

C. CONTRACTOR IS TO MAINTAIN A REASONABLY CLEAN PROJECT SITE AT ALL TIMES. ANY SEDIMENT, DEBRIS, ETC. OUTSIDE PROJECT SITE ARE TO BE REMOVED PROMPTLY.

D. ANY ON-SITE STORAGE OF SPOILS, MATERIALS, OR EQUIPMENT ARE TO BE LOCATED WITHIN FLORIDA AVENUE RIGHT-OF-WAY DESIGNATED AS PART OF WORK ZONE AREA.

E. ON-SITE STORAGE OF SPOILS, MATERIALS, OR EQUIPMENT ARE NOT PERMITTED IN GARFIELD STREET RIGHT-OF-WAY.

F. ALL STOCKPILES ARE TO BE SURROUNDED BY SILT FENCE OR EQUIVALENT MEASURES AS APPROVED BY ENGINEER TO PROPERLY CONTROL SEDIMENT RUNOFF.

G. CONCRETE TRUCKS CANNOT UNDER ANY CIRCUMSTANCE WASHOUT IN STORM DRAIN TRENCH. CONTRACTOR IS TO PROVIDE A WASHOUT CONTAINER FOR CONCRETE TRUCKS AND MUST REMOVE ALL WASHOUT AND SPOILS FROM PROJECT SITE.

J. CONTRACTOR HAS SOLE RESPONSIBILITY FOR VEGETATING OR STABILIZING TO EXISTING OR BETTER CONDITION ANY AREAS DISTURBED BY CONSTRUCTION ACTIVITY LOCATED OUTSIDE DESIGNATED PROJECT SITE OR APPROVED WORK ZONE AT CONTRACTOR'S SOLE EXPENSE.

K. IMPLEMENT SUPPLEMENTAL EROSION CONTROL MEASURES AS NEEDED DURING STORM EVENTS. ADDITIONAL EROSION CONTROL MEASURES MAY BE REQUIRED AT SOLE DISCRETION OF ENGINEER IF AT ANY TIME ENGINEER BELIEVES EXISTING EROSION CONTROL MEASURES ARE INSUFFICIENT FOR NEEDS OF PROJECT SITE.

L. CONTRACTOR IS REQUIRED AT A MINIMUM TO REMOVE AND DISPOSE OF ACCUMULATED SILT, SEDIMENT, OR OTHER DEBRIS FROM EROSION CONTROLS WHEN SILT, SEDIMENT, OR OTHER DEBRIS HAVE REACHED A HEIGHT EQUAL TO HALF THAT OF EROSION CONTROLS PLACED OR IMPEDE THEIR EFFECTIVENESS.

M. CONTRACTOR IS TO REMOVE ALL TEMPORARY EROSION CONTROL MEASURES FROM PROJECT SITE UPON COMPLETION OF CONSTRUCTION ACTIVITY ONCE PROJECT SITE IS STABILIZED. THIS IS CONSIDERED SUBSIDIARY TO THIS PROJECT SCOPE.

N. DAMAGES TO ADJACENT PROPERTY OR TO RECEIVING WATERS CAUSED BY IMPROPERLY INSTALLED OR POORLY MAINTAINED EROSION CONTROL MEASURES ARE SOLE RESPONSIBILITY OF CONTRACTOR.

O. IMPLEMENT SUPPLEMENTAL EROSION CONTROL MEASURES AS NEEDED DURING STORM EVENTS. ADDITIONAL EROSION CONTROL MEASURES MAY BE REQUIRED AT THE SOLE DISCRETION OF ENGINEER IF AT ANY TIME ENGINEER BELIEVES EXISTING EROSION CONTROL MEASURES ARE INSUFFICIENT FOR NEEDS OF PROJECT SITE.

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Drawn By	V. MCDANIEL
Checked By	J. FERGUSON
Approved By	J. FERGUSON
Vert. Scale	N/A
Horz. Scale	1 : 40
Job No.	PU19-02
Date	JULY 2021

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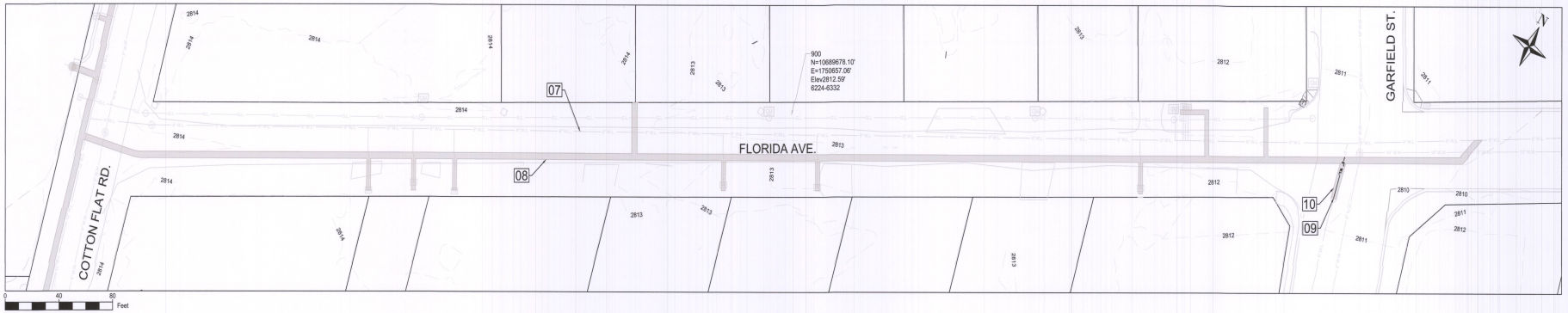
FLORIDA AVE. & COTTON FLAT RD
WATER MAIN IMPROVEMENTS

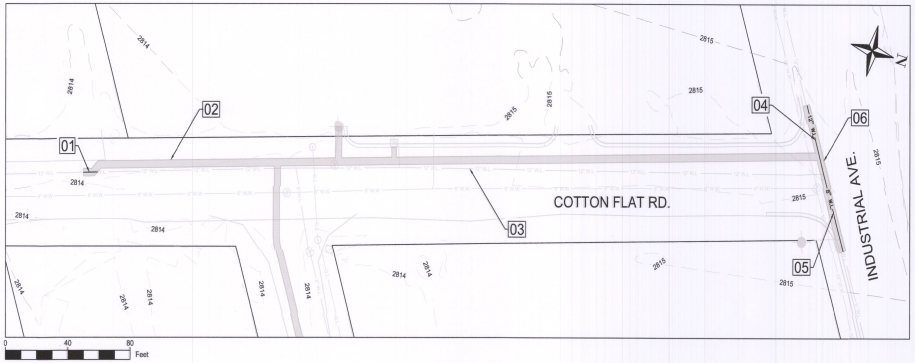
EROSION CONTROL PLAN

STATE OF TEXAS
JOSHUA C. FERGUSON
117692
LICENSED
PROFESSIONAL ENGINEER
7/14/21

SHEET C-301
5 OF 13

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DEMOLITION NOTES:

A. CONTRACTOR IS TO NOTIFY PROJECT ENGINEER OF ANY ADDITIONAL DEMOLITION THAT MAY BE NEEDED AND RECEIVE WRITTEN CONFIRMATION THAT SUCH DEMOLITION IS APPROVED PRIOR TO ANY ADDITIONAL DEMOLITION TAKING PLACE.

B. CONTRACTOR IS TO TAKE CARE NOT TO DAMAGE OR REMOVE ANY EXISTING INFRASTRUCTURE OR PROPERTY, PUBLIC OR PRIVATE, THAT IS NOT INDICATED BY THIS CONSTRUCTION DRAWING SET. ANY SUCH DAMAGE OR REMOVAL MUST BE REPLACED OR REPAIRED BY CONTRACTOR AT THEIR SOLE EXPENSE TO EQUAL OR BETTER CONDITION.

C. EXISTING 12" CAST IRON WATER MAIN PIPE AND ALL OTHER EXISTING WATER MAIN PIPE IDENTIFIED FOR REMOVAL ARE TO BE REMOVED IN THEIR ENTIRETY, INCLUDING ANY FITTINGS, STRUCTURES, AND APPURTENANCES.

D. EXISTING WATER MAIN PIPE IDENTIFIED TO BE ABANDONED IN PLACE MUST BE COMPLETELY FILLED WITH FLOWABLE FILL 2-SACK (2-SACK = 188 POUNDS PER CUBIC YARD) AND CAPPED AT BOTH ENDS OF ABANDONED PIPE SECTION.

E. ALL PUBLIC UTILITY TRENCH REPAIRS ARE TO INCLUDE 1.0' T-TOPPING ON BOTH SIDES OF PUBLIC UTILITY TRENCH EXCAVATION.

F. ALL SAW-CUTS ARE TO HAVE CLEAN, STRAIGHT EDGES AND ARE CONSIDERED INCIDENTAL TO ALL PROJECT WORK.

G. ALL EXISTING FIRE HYDRANTS REMOVED ARE TO BE RETURNED TO CITY OF MIDLAND UNLESS SPECIFICALLY NOTED OTHERWISE IN THIS CONSTRUCTION DRAWING SET OR PROJECT BID PACKET.

H. ALL EXISTING WATER METERS REMOVED ARE TO BE RETURNED TO CITY OF MIDLAND UNLESS SPECIFICALLY NOTED OTHERWISE IN THIS CONSTRUCTION DRAWING SET OR PROJECT BID PACKET.

KEYED NOTES:

01 REMOVE EXISTING 12" CAST IRON PIPE, APPROXIMATELY 10', NORTH TO SOUTH ALONG COTTON FLAT ROAD TO TIE IN NEW WATER MAIN.

02 ASPHALT PAVEMENT REMOVAL, APPROXIMATELY 234-SY, ALONG COTTON FLAT ROAD.

03 ABANDON EXISTING 12" CAST IRON PIPE IN PLACE, FILL VOID WITH FLOWABLE FILL 2-SACK (2 SACK = 188 LB/CY). APPROXIMATELY 42-CY FOR 357' OF PIPE FROM JUST SOUTH OF FLORIDA ROAD INTERSECTION TO INDUSTRIAL AVENUE INTERSECTION. CAP BOTH ENDS ABANDONED PIPE SECTION.

04 REMOVE EXISTING 12" CAST IRON PIPE, APPROXIMATELY 39', EAST TO WEST ALONG INDUSTRIAL AVENUE.

05 REMOVE EXISTING 8" CAST IRON PIPE, APPROXIMATELY 44' EAST TO WEST ALONG INDUSTRIAL AVENUE.

06 ASPHALT PAVEMENT REMOVAL, APPROXIMATELY 43-SY, EAST TO WEST ALONG INDUSTRIAL AVENUE.

07 ABANDON EXISTING 6" CAST IRON PIPE IN PLACE, FILL VOID WITH FLOWABLE FILL 2-SACK (2-SACK = 188 LB/CY), APPROXIMATELY 29-CY FOR 991' OF PIPE FROM COTTON FLAT ROAD INTERSECTION TO 70' EAST OF GARFIELD STREET ALONG FLORIDA AVENUE. CAP BOTH ENDS OF ABANDONED PIPE SECTION.

08 ASPHALT PAVEMENT REMOVAL, APPROXIMATELY 490-SY, FROM COTTON FLAT EDGE OF TRAVEL WAY TO 70' EAST OF GARFIELD STREET ALONG FLORIDA AVENUE.

09 REMOVE EXISTING 6" CAST IRON PIPE, APPROXIMATELY 27', NORTH TO SOUTH ALONG GARFIELD STREET.

10 ASPHALT PAVEMENT REMOVAL, APPROXIMATELY 11-SY, NORTH TO SOUTH ALONG GARFIELD ROAD.

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						Date
						Rev. No.

Drawn By	V. MCDANIEL
Checked By	J. FERGUSON
Approved By	J. FERGUSON
Vert. Scale	N/A
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Job No.	PU19-02
Date	JULY 2021

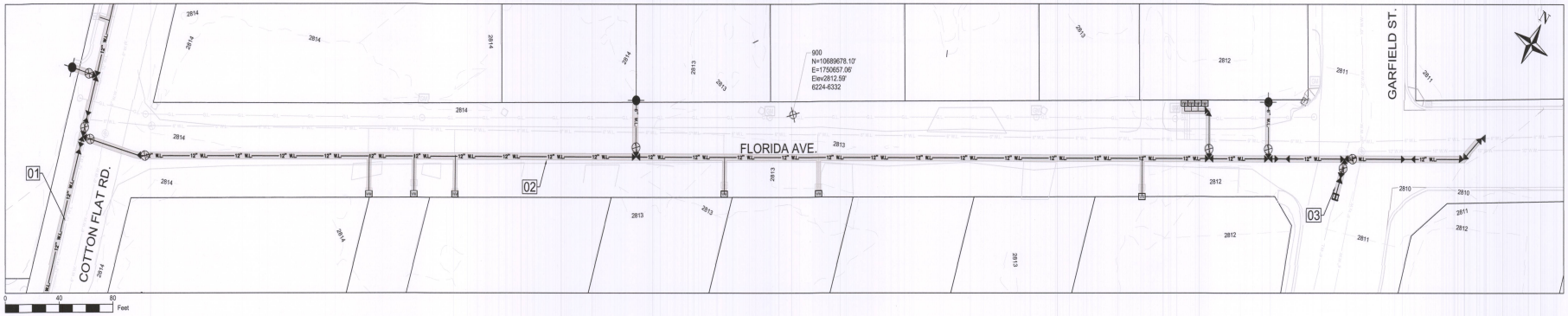
MIDLAND Engineering Services

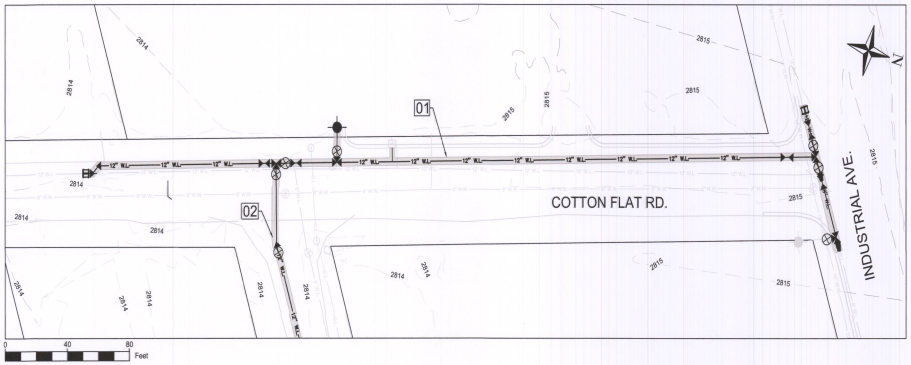
FLORIDA AVE. & COTTON FLAT RD
WATER MAIN
DEMOLITION PLAN

STATE OF TEXAS
JOSHUA C. FERGUSON
117692
LICENSED PROFESSIONAL ENGINEER
7/26/22

SHEET C-302
6 OF 13

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KEYED NOTES:

01 ASPHALT PAVEMENT REPAIR, APPROXIMATELY 221-SY, ALONG COTTON FLAT ROAD.

02 ASPHALT PAVEMENT REPAIR, APPROXIMATELY 453-SY, FROM COTTON FLAT EDGE OF TRAVEL WAY TO 70' EAST OF GARFIELD STREET ALONG FLORIDA AVENUE

03 ASPHALT PAVEMENT REPAIR, APPROXIMATELY 11-SY, NORTH TO SOUTH ALONG GARFIELD ROAD.

PAVEMENT REPAIR NOTES:

A. TYPICAL TRENCH PAVEMENT REPAIR WIDTH IS ANTICIPATED TO BE 4.0' FOR WATER MAIN AND FIRE LATERAL TRENCHES AND 3.0' FOR WATER SERVICE LATERAL TRENCHES. CONTRACTOR IS TO OBTAIN PERMISSION FROM ENGINEER PRIOR TO INCREASING TYPICAL TRENCH PAVEMENT REPAIR WIDTHS.

Know what's below. Call before you dig.

						Description
						By
						Date
						Rev. No.
Drawn By	V. MCDANIEL					
Checked By	J. FERGUSON					
Approved By	J. FERGUSON					
Vert. Scale	N/A					
Horz. Scale	1 : 40					
Job No.	PU19-02					
Date	JULY 2021					

MIDLAND Engineering Services

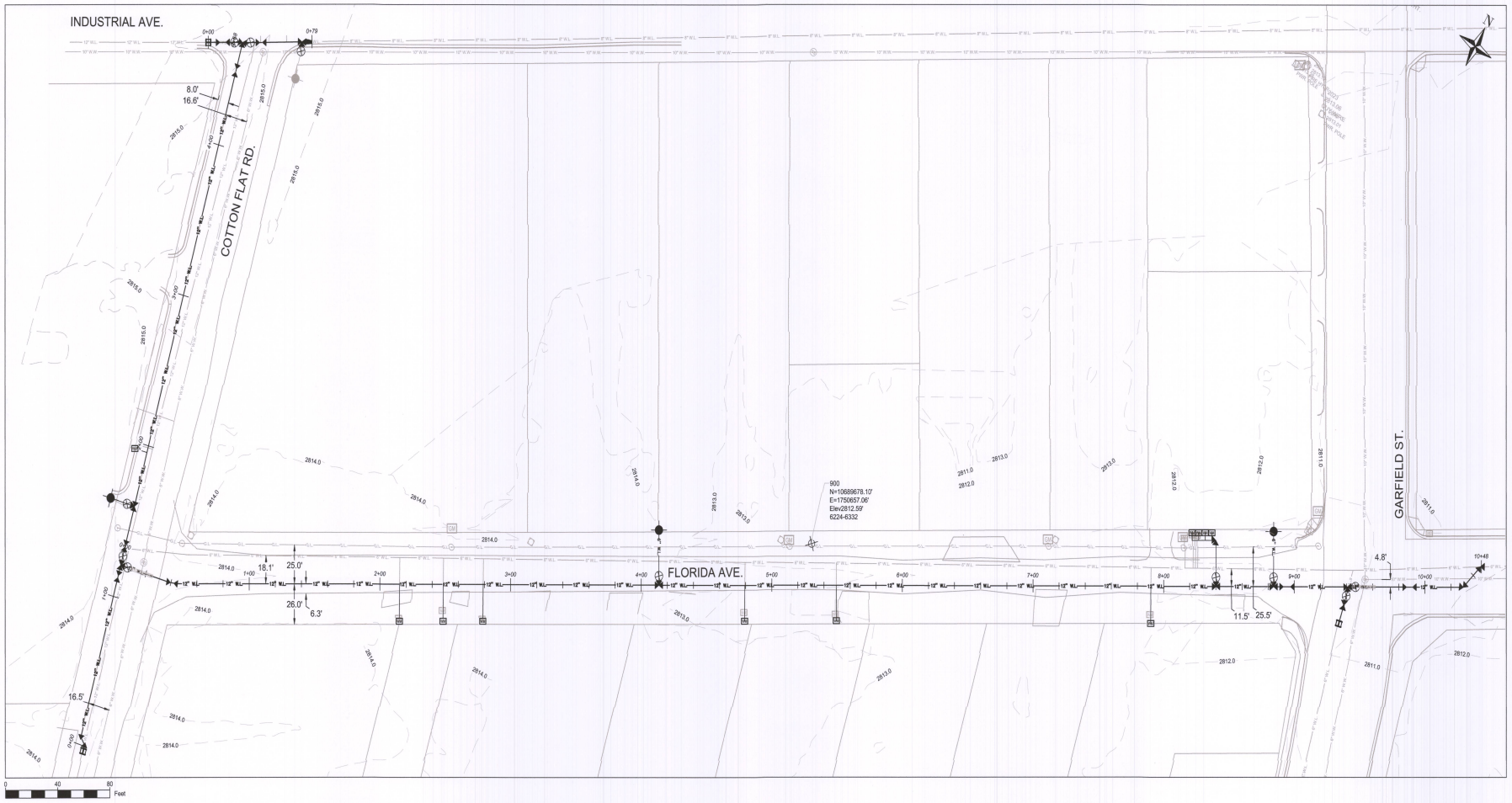
FLORIDA AVE. & COTTON FLAT RD
WATER MAIN

PAVEMENT REPAIR PLAN

STATE OF TEXAS
JOSHUA C. FERGUSON
117692
LICENSED
PROFESSIONAL ENGINEER

SHEET C-303
7 OF 13

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MASTER WATER LAYOUT NOTES:

A. ALL HORIZONTAL SEPARATION DIMENSIONS BETWEEN NEW AND EXISTING UTILITIES ARE APPROXIMATE.

B. ALL PROPOSED WATER IMPROVEMENTS ARE TO CONNECT TO EXISTING WATER SYSTEM REGARDLESS OF DIMENSIONS SHOWN.

C. ALL VALVES ARE TO BE LOCATED ADJACENT TO FITTINGS UNLESS OTHERWISE NOTED

D. ALL FIRE HYDRANTS ARE TO BE PAINTED YELLOW PRIOR TO DELIVERY BY SUPPLIER TO CONTRACTOR OR JOB SITE.

E. INSTALL TRACER TAPE AND TRACER WIRE ALONG ALL UNDERGROUND WATER PIPE IN COMPLIANCE WITH CITY DETAILS (LIST DETAILS).

F. ALL THRUST BLOCKING AT FITTINGS IS TO BE FORMED WHEN PLACED.

G. ALL WATER LATERALS AND METERS ARE 1" UNLESS OTHERWISE NOTED.

811 Know what's below. Call before you dig.

Description	By	Date	Rev. No.

Drawn By	V. MCDANIEL
Checked By	J. FERGUSON
Approved By	J. FERGUSON
Vert. Scale	1 : 50
Horz. Scale	1 : 50
Job No.	PU19-02
Date	JULY 2021

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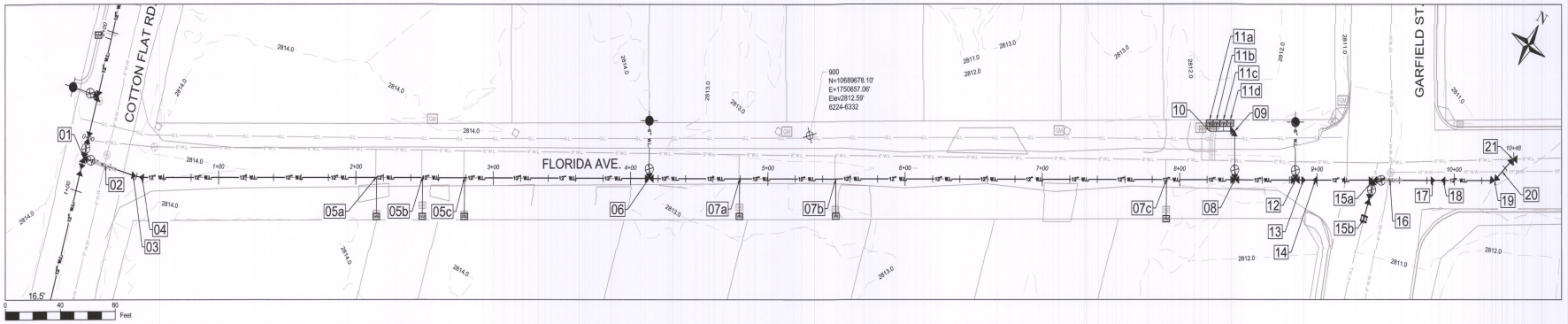
FLORIDA AVE. & COTTON FLAT RD.
WATERLINE IMPROVEMENTS

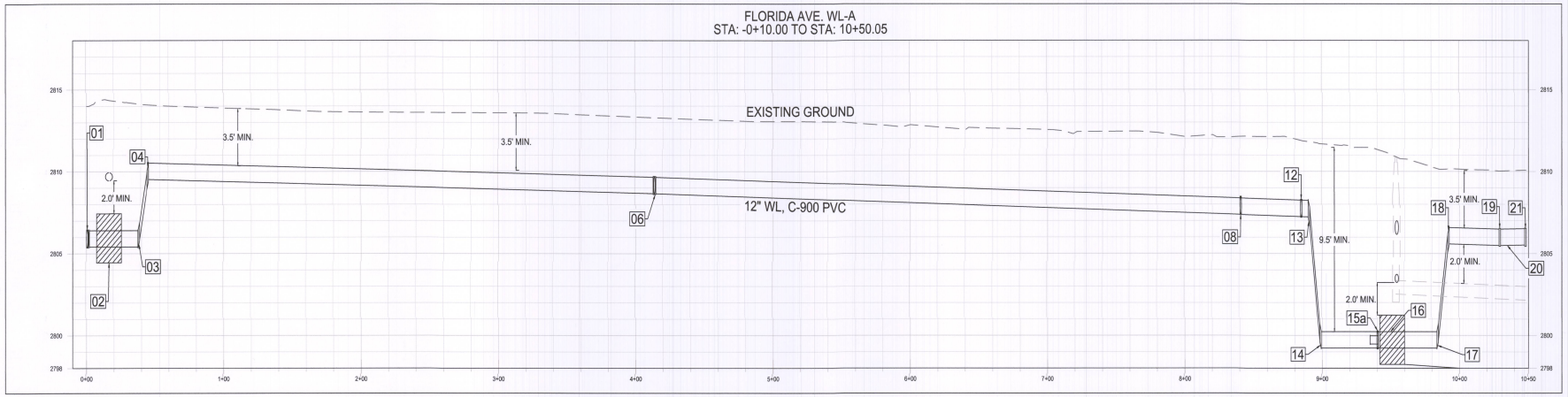
MASTER LAYOUT

STATE OF TEXAS
JOSHUA C. FERGUSON
117692
LICENSED PROFESSIONAL ENGINEER

SHEET C-401
8 OF 13

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KEYED NOTES:

01 WL-A STA: 0+00.00 BEGINNING OF WL-A
(WL-B STA: 1+20.72)
N: 10689400.17235
E: 1750206.87629
1 - 12" X 12" TEE (MJ X FL)
1 - 12" GATE VALVE (MJ X MJ)
1 - 12" GATE VALVE (MJ X FL)
WL INV. = 2805.41

02 WL-A STA: 0+16.47
CENTER WATER MAIN PIPE SEGMENT ON WASTEWATER MAIN CROSSING.
MAINTAIN MIN. 2.0' VERTICAL SEPARATION BETWEEN WATER AND WASTEWATER MAIN.
20.0' -20" STEEL CASING PIPE
EG SURFACE = 2814.35
FG SURFACE = 2814.48
WW INV = 2808.32
WL ENCASEMENT CROWN = 2806.32
12 IN. WL INV = 2804.69 (APPROX. 9.8' DEPTH)

03 WL-A STA: 0+38.13
N:10689409.18390
E:1750243.92304
1 - 12" 45° BEND (MJ X MJ)
WL INV. = 2805.41'

04 WL-A STA: 0+48.13
N:10689411.19747
E:1750249.58232
1 - 12" 45° BEND (MJ X MJ)

05 a. WL-A STA: 2+15.02
b. WL-A STA: 2+48.56
c. WL-A STA: 2+79.00
3 - 1" WATER METERS & BOXES
3 - 1" WATER LATERALS (APPROX 23' EA.)

06 WL-A STA: 4+13.61
N:10689596.38701
E:1750569.29426
1 - 12" X 6" TEE (MJ X FL)
34.0' - 6" FIRE LATERAL
1 - 6" GATE VALVE (MJ X FL)
1 - FIRE HYDRANT ASSEMBLY

07 a. WL-A STA: 4+79.48
b. WL-A STA: 5+49.50
c. WL-A STA: 7+90.32
3 - 1" WATER METERS & BOXES
3 - 1" WATER LATERALS (APPROX 23' EA.)

08 WL-A STA: 8+40.13
N:10689810.19245
E:1750938.35799
1 - 12" X 8" TEE (MJ X FL)
1 - 8" GATE VALVE (MJ X FL)
30' - 8" WATER MAIN, N (C900, PVC)

09 WL-A STA: 8+40.02
N:10689835.75709
E:1750923.41688
1 - 8" 90° BEND (MJ X MJ)
18.5' - 8" WATER MAIN, W (C900, PVC)

10 1 - 8" CAP (MJ X MJ)

11 a. WL-A STA: 8+21.58
b. WL-A STA: 8+26.81
c. WL-A STA: 8+31.84
d. WL-A STA: 8+36.88
4 - 1" WATER METERS & BOXES
4 - 1" WATER LATERALS (APPROX 5' EA.)

12 WL-A STA: 8+84.16
N:10689832.26470
E:1750976.45836
1 - FIRE HYDRANT ASSEMBLY
1 - 12" X 6" TEE (MJ X FL)
37.0' - 6" FIRE LATERAL (C900, PVC)
1 - 6" GATE VALVE (MJ X FL)

13 WL-A STA: 8+90.65
N:10689835.51741
E:1750982.07248
1 - 12" 45° BEND (MJ X MJ)

14 WL-A STA: 8+98.25
N:10689839.33141
E:1750988.65128
1 - 12" 45° BEND (MJ X MJ)
WL INV. = 2799.23'

15a WL-A STA: 9+40.83
N:10689860.68306
E:1751025.48118
1 - 12" X 6" TEE (MJ X FL)
1 - 12" GATE VALVE (MJ X MJ)

(15a CONTINUED)
1 - 6" GATE VALVE (MJ X FL)
1 - 6" 22.5° BEND (MJ X MJ)
19.5' - 6" WATER MAIN. S (C900, PVC)
WL INV. = 2799.23'

15b WL-A STA: 9+34.03 OFFSET:23.93'
N:10689836.57000
E:1751031.60600
1 - 12" 45° BEND (MJ X MJ), S (MJ X MJ)
27' - 6" WATER MAIN,S (C900, PVC)
1 - 12" 45° BEND (MJ X MJ)
1 - 6" DRESSER COUPLING, S
CONNECT TO EXISTING 6" WATER MAIN.
ANTICIPATED CONNECTION DEPTH APPROXIMATELY 3.5'.

16 WL-A STA: 9+53.10
PIPE ENCASE WATER MAIN.
CENTER WATER MAIN PIPE SEGMENT ON WASTEWATER MAIN CROSSING.
MAINTAIN MIN. 2.0' VERTICAL SEPARATION
BETWEEN WATER CASING AND WASTEWATER MAIN.
20.0' - 20" STEEL CASING PIPE
EG SURFACE = 2810.93
WW INV = 2802.83
WL ENCASEMENT CROWN = 2800.83
12 IN. WL INV = 2799.23 (APPROX. 11.7 DEPTH)

17 WL-A STA: 9+84.08
N:10689882.37900
E:1751062.90448
1 - 12" 45° BEND (MJ X MJ)
WL INV. = 2799.23'

18 WL-A STA: 9+91.84
N:10689886.26824
E:1751069.61307
1 - 12" 45° BEND (MJ X MJ)

19 WL-A STA: 10+29.22
N:10689905.10735
E:1751101.87983
1 - 12" 45° BEND (MJ X MJ)

20 WL-A STA: 10+36.98
CENTER WATER MAIN PIPE SEGMENT ON WASTEWATER MAIN CROSSING.
MAINTAIN MIN. 2.0' VERTICAL SEPARATION BETWEEN WATER CASING AND WASTEWATER MAIN.
EG SURFACE = 28010.05
WL INV. = 2805.51
WW ToP = 2803.03

21 WL-A STA: 10+47.90 END OF WL-A
N:10689923.14747
E:1751106.79790
1 - 12" 45° BEND (MJ X MJ)
CONNECT TO EXISTING 12" WATER MAIN.
ANTICIPATED CONNECTION DEPTH APPROXIMATELY 3.5'.

PACKET 7.256 July 27, 2021

811 Know what's below. Call before you dig.

Description	By	Date	Rev. No.

Drawn By V. MCDANIEL
Checked By J. FERGUSON
Approved By J. FERGUSON
Vert. Scale 1 : 4
Horz. Scale 1 : 40
Job No. PU19-02
Date JULY 2021

MIDLAND Engineering Services

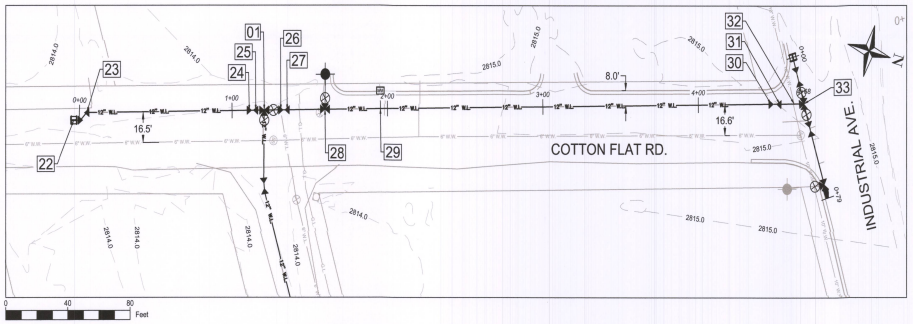
FLORIDA AVE. & COTTON FLAT RD
WATER MAIN IMPROVEMENTS

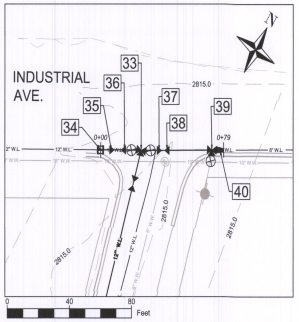
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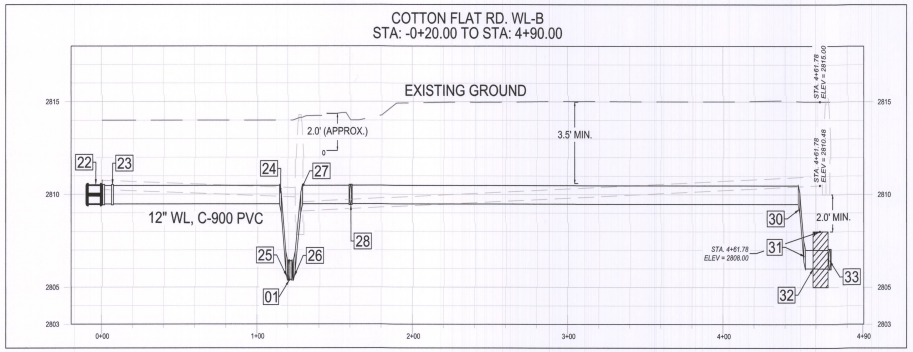
STATE OF TEXAS
JUL 27 2021
JOSHUA C. FERGUSON
117692
LICENSED
PROFESSIONAL ENGINEER

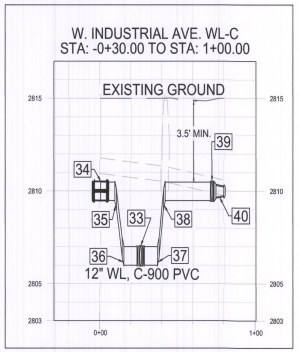
SHEET C-501
9 OF 13

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KEYED NOTES:

22 WL-B STA: 0+00.00
BEGINNING OF WL-B
N:10689282.70104
E:1750241.78208
1 - 12" 45° BEND (MJ X MJ)
1 - 12" DRESSER COUPLING
CONNECT TO EXISTING 12" WATER MAIN. ANTICIPATED CONNECTION DEPTH APPROXIMATELY 3.5'.

23 WL-B STA: 0+06.53
N:10689289.70097
E:1750235.80297
1 - 12" 45° BEND (MJ X MJ)

24 WL-B STA: 1+15.05
N:10689394.68803
E:1750208.31489
1 - 12" 45° BEND (MJ X MJ)

25 WL-B STA: 1+18.98
N:10689398.48802
E:1750207.31089
1 - 12" 45° BEND (MJ X MJ)
WL INV. = 2805.41

01 WL-B STA: 1+20.72
(WL-A STA: 0+00.00)
(SEE C-501)

26 WL-B STA: 1+23.95
N:10689403.31394
E:1750206.12600
1 - 12" 45° BEND (MJ X MJ)
WL INV. = 2805.41

27 WL-B STA: 1+28.12
N:10689407.31961
E:1750204.95973
1 - 12" 45° BEND (MJ X MJ)

28 WL-B STA: 1+59.79
N:10689437.97255
E:1750197.00101
1 - FIRE HYDRANT ASSEMBLY
1 - 12" X 6" TEE (MJ X FL)
1 - 6" GATE VALVE (MJ X FL)
22.5' - 6" FIRE LATERAL (C900, PVC)

29 WL-B STA: 1+95.38
1 - 1" WATER METER & BOX
1 - 10' WATER LATERAL

30 WL-B STA: 4+48.42
N:10689717.22687
E:1750124.06288
1 - 12" 45° BEND (MJ X MJ)

31 WL-B STA: 4+51.56
N:10689720.27018
E:1750123.25706
1 - 12" 45° BEND (MJ X MJ)
WL INV. = 2805.41

32 WL-B STA: 4+61.78
CENTER WATER MAIN PIPE SEGMENT ON WASTEWATER MAIN CROSSING. MAINTAIN MIN. 2.0' VERTICAL SEPARATION BETWEEN WATER AND WASTEWATER MAIN.
20.0' -20" STEEL CASING PIPE
EG SURFACE = 2815.00
WW INV = 2810.48
WL ENCASEMENT CROWN = 2808.00
12 IN. WL INV = 2806.00 (APPROX. 9' DEPTH)

33 WL-B STA: 4+68.10 END OF WL-B
(WL-C STA: 0+25.91)
N:10689736.14346
E:1750118.84665
1 - 12" X 12" TEE (MJ X FL)
2 - 12" GATE VALVE (MJ X MJ)
WL INV. = 2806.00

KEYED NOTES:

34 WL-C STA: 0+00.00
BEGINNING OF WL-C
N:10689723.17757
E:1750096.41189
1 - 12" DRESSER COUPLING
CONNECT TO EXISTING 12" WATER MAIN ANTICIPATED CONNECTION DEPTH APPROXIMATELY 3.5'

35 WL-C STA: 0+10.26
N:10689728.32423
E:1750105.29146
1 - 12" 45° BEND (MJ X MJ)

36 WL-C STA: 0+14.5
N:10689730.56279
E:1750108.89260
1 - 12" 45° BEND (MJ X MJ)
WL INV. = 2806.00

37 WL-C STA: 0+37.17
N:10689741.77929
E:1750128.58892
1 - 12" 45° BEND (MJ X MJ)
WL INV. = 2806.00

38 WL-C STA: 0+41.04
N:10689743.80439
E:1750131.89433
1 - 12" 45° BEND (MJ X MJ)

39 WL-C STA: 0+71.72
N:10689759.54783
E:1750158.22768
1 - FIRE HYDRANT ASSEMBLY
1 - 12" X 6" TEE (MJ X FL)
1 - 6" GATE VALVE (MJ X FL)
22.5' - 6" FIRE LATERAL (C900, PVC)

40 WL-C STA: 0+73.73 END OF WL-C
N:10689760.64378
E:1750159.90988
1 - 12" X 8" REDUCER (MJ X MJ)
CONNECT TO EXISTING 12" WATER MAIN. ANTICIPATED CONNECTION DEPTH APPROXIMATELY 5.6'

811 Know what's below. Call before you dig.

			Description
			By
			Date
			Rev. No.

Drawn By	V. MCDANIEL
Checked By	J. FERGUSON
Approved By	J. FERGUSON
Vert. Scale	1 : 4
Horz. Scale	1 : 40
Job No.	PU19-02
Date	JULY 2021

MIDLAND Engineering Services

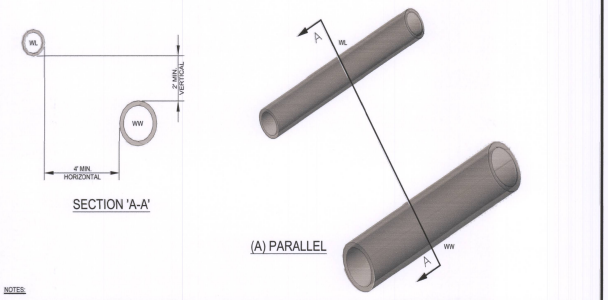
FLORIDA AVE. & COTTON FLAT RD
WATER MAIN IMPROVEMENTS

PLAN & PROFILE

STATE OF TEXAS
JOSHUA C. FERGUSON
117692
LICENSED PROFESSIONAL ENGINEER
Jul 27, 2021

SHEET C-502
10 OF 13

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SECTION 'A-A'

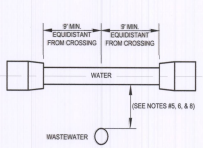
(A) PARALLEL

NOTES:

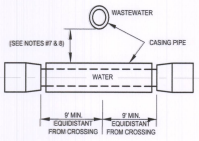
1. SEE CITY DETAIL 807 FOR NEW PETROLEUM OR NATURAL GAS LINE REQUIREMENTS WHEN IN PARALLEL WITH A WATER MAIN. REQUIREMENTS FOR WATER MAINS IN PARALLEL WITH PETROLEUM OR NATURAL GAS LINES ARE THE SAME AS WHEN THEY ARE PARALLEL WITH WASTEWATER MAINS UNLESS STATED OTHERWISE IN CITY DETAIL 807.
2. IF AN EXISTING PETROLEUM OR NATURAL GAS LINE PREDATES A PUBLIC ROW OR EASEMENT THAT THE WATER MAIN IS LOCATED IN THEN THE WATER MAIN DESIGN AND CONSTRUCTION MAY BE SUBJECT TO ADDITIONAL REQUIREMENTS AS PER THE PETROLEUM OR NATURAL GAS LINE OWNERS STANDARDS.
3. WASTEWATER MAINS AND MANHOLES MUST BE LOCATED AT LEAST 9.0' FROM ALL WATER MAINS IN ALL DIRECTIONS. IF THIS IS NOT POSSIBLE THEN AN ENGINEERING REPORT IS REQUIRED PER TAC TO JUSTIFY WHY, AND THE REQUIREMENTS OF THIS DETAIL WILL APPLY. THIS DETAIL IS INTENDED TO COMPLY WITH TAC 217.53(d) AND TAC 290.44(e). IF TAC AND THIS DETAIL DIFFER THEN THE MORE RESTRICTIVE STANDARD GOVERNS.
4. WHERE WATER MAINS ARE LOCATED IN PARALLEL WITH NEW WASTEWATER MAINS, WASTEWATER MAINS MUST BE CONSTRUCTED AT LEAST 150 PSI PRESSURE CLASS, CORROSION RESISTANT, NON-BRITTLE PIPE SUCH AS CIP, DIP, OR PVC PIPE THAT IS DESIGNED TO SEAL AT ATMOSPHERIC PRESSURE. EXISTING WASTEWATER MAINS IN PARALLEL THAT ARE LEAKING OR ARE DISTURBED AND THEN BEGIN TO LEAK MUST BE REPLACED WITH 150 PSI PRESSURE-RATED PIPE.
5. MATERIALS AND CONSTRUCTION METHODS TO CONFORM TO CITY OF MIDLAND STANDARDS AND SPECIFICATIONS.
6. CONSTRUCT AS SHOWN UNLESS OTHERWISE APPROVED IN WRITING BY THE CITY ENGINEER.

DRAWN: DPM	EFFECTIVE DATE: 10/01/2018	SCALE: NTS	DETAIL:
CHECKED: JCF	PARALLEL WATER & WASTEWATER SPACING		306
APPROVED: MCC			

NEW WATER OVER WASTEWATER



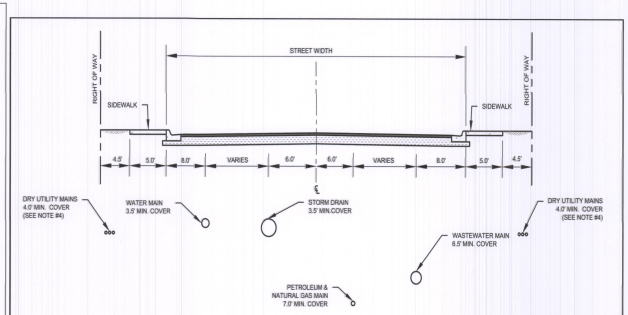
NEW WATER UNDER WASTEWATER



NOTES:

1. SEE CITY DETAIL 309 FOR NEW WASTEWATER MAIN REQUIREMENTS AT WATER MAIN CROSSINGS.
2. WASTEWATER MAINS AND MANHOLES MUST BE LOCATED AT LEAST 9.0' FROM ALL WATER MAINS IN ALL DIRECTIONS. IF THIS IS NOT POSSIBLE THEN AN ENGINEERING REPORT IS REQUIRED PER TAC TO JUSTIFY WHY, AND THE REQUIREMENTS OF THIS DETAIL WILL APPLY.
3. THIS DETAIL IS INTENDED TO COMPLY WITH TAC 217.53(d) AND TAC 290.44(e). IF TAC AND THIS DETAIL DIFFER THEN THE MORE RESTRICTIVE STANDARD GOVERNS.
4. CENTER NEW WATER MAIN PIPE SEGMENT ON CROSSING SO THAT ALL PIPE SEGMENT JOINTS ARE EQUIDISTANT AND AT LEAST 9.0' HORIZONTALLY FROM THE CENTERLINE OF THE CROSSING. NEW WATER MAIN IS TO CROSS WASTEWATER MAIN AT 90° ANGLE.
5. NEW WATER MAINS ARE TO HAVE NO LESS THAN 2.0' VERTICAL SEPARATION OVER THE OUTER EDGE OF ANY EXISTING NON-PRESSURE RATED WASTEWATER MAIN, AND NO LESS THAN 0.5' VERTICAL SEPARATION OVER THE OUTER EDGE OF ANY EXISTING PRESSURE-RATED (150 PSI) WASTEWATER MAIN.
6. VERTICAL SEPARATION DIMENSION REQUIREMENTS FOR NEW WATER MAINS CROSSING OVER NEW WASTEWATER MAINS ARE COVERED IN CITY DETAIL 309.
7. NEW WATER MAIN CROSSING BENEATH NEW OR EXISTING WASTEWATER MAIN TO HAVE NO LESS THAN 2.0' VERTICAL SEPARATION FROM WASTEWATER MAIN WITH MINIMUM 18.0' LONG PIPE ENCASEMENT CENTERED ON THE CROSSING. SEE CITY DETAIL 805 FOR PIPE CASING.
8. VERTICAL SEPARATION DIMENSIONS TO BE MEASURED FROM OUTER EDGE OF ALL PIPE ENCASEMENTS..
9. WHEN CROSSING AN EXISTING WASTEWATER MAIN AND IT IS DISTURBED OR SHOW SIGNS OF LEAKING, THE WASTEWATER MAIN MUST BE REPLACED AT LEAST 9.0' IN BOTH DIRECTIONS FROM THE CROSSING WITH AT LEAST 150 PSI PRESSURE-RATED PIPE EMBEDDED IN CEMENT STABILIZED SAND ENCASEMENT (2.5 SACKS / CUBIC YARD) FOR A TOTAL LENGTH OF ONE PIPE SEGMENT PLUS 1.0' BEYOND THE JOINT ON EACH END.
10. MATERIALS AND CONSTRUCTION METHODS TO CONFORM TO CITY OF MIDLAND STANDARDS AND SPECIFICATIONS.
11. CONSTRUCT AS SHOWN UNLESS OTHERWISE APPROVED IN WRITING BY THE CITY ENGINEER.

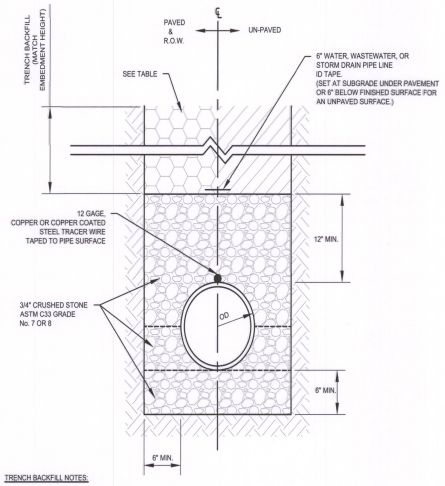
DRAWN: DPM	EFFECTIVE DATE: 10/01/2018	SCALE: NTS	DETAIL:
CHECKED: JCF	NEW WATER MAIN CROSSING WASTEWATER MAIN		307
APPROVED: MCC			



NOTES:

1. IF A SITE INCLUDES ALLEYS, OR IS ADJACENT TO EXISTING ALLEYS, THEN THE WASTEWATER MAIN IS TO BE LOCATED IN THE ALLEY AND NOT THE STREET RIGHT OF WAY.
2. ALL COVERS ARE FROM THE GUTTER FLOWLINE TO THE TOP OF PIPE.
3. ADDITIONAL UTILITY DEPTH MAY BE REQUIRED TO ACCOMMODATE LATERALS.
4. DRY UTILITY MAINS MUST MAINTAIN 7.0' MINIMUM COVER WHEN CROSSING RIGHT OF WAY. DRY UTILITY SERVICE LATERALS MUST MAINTAIN 2.0' MINIMUM COVER IN THE RIGHT OF WAY.
5. MATERIALS AND CONSTRUCTION METHODS TO CONFORM TO CITY OF MIDLAND STANDARDS AND SPECIFICATIONS.
6. CONSTRUCT AS SHOWN UNLESS OTHERWISE APPROVED IN WRITING BY THE CITY ENGINEER.

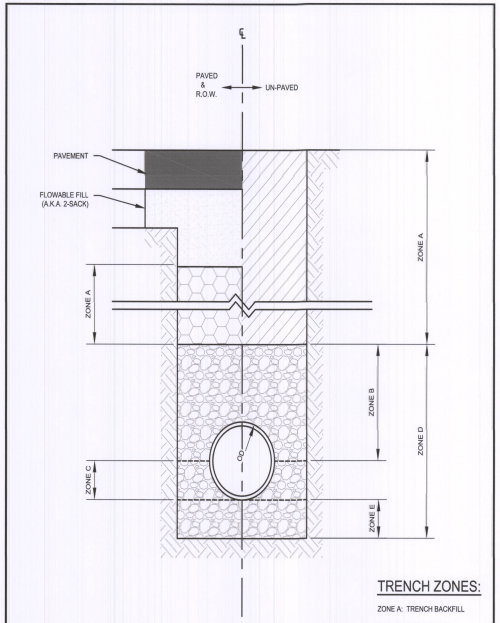
DRAWN: DPM	EFFECTIVE DATE: 10/01/2018	SCALE: NTS	DETAIL:
CHECKED: JCF	LOCAL STREET UTILITY MAIN SPACING		304
APPROVED: MCC			



TRENCH BACKFILL NOTES:

1. APPLIES TO ALL PIPE TYPES. (DUCTILE IRON, PVC, ETC.)
2. UTILIZE SELECT FILL BACKFILL BENEATH ALL PAVED SURFACES. NATIVE MATERIAL BACKFILL CAN ONLY BE USER FOR UNPAVED TRENCH CONDITIONS IF BACKFILL MATERIAL IS ≤ 30LL AND ≤ 15 PI.
3. NATIVE MATERIAL TO BE EXISTING EXCAVATED SOIL FROM TRENCH WITH ALL MATERIAL BROKEN DOWN ≤ 2".
4. MOISTURE CONDITION ALL BACKFILL MATERIAL PRIOR TO PLACING IN TRENCH.
5. PLACE TRENCH BACKFILL MATERIAL IN MAXIMUM 12" LOOSE LIFTS AND COMPACT TO MAXIMUM 8" COMPACTED LIFTS.
6. REFER TO CITY DETAILS 311 AND 312 FOR TRENCH PAVEMENT REPLACEMENT REQUIREMENTS.
7. PLACE LAYERS B, C, AND E FOUND ON CITY DETAIL 310(B) AS SEPARATE LAYERS.
8. MATERIALS AND CONSTRUCTION METHODS TO CONFORM TO CITY OF MIDLAND STANDARDS AND SPECIFICATIONS.
9. CONSTRUCT AS SHOWN UNLESS OTHERWISE APPROVED IN WRITING BY THE CITY ENGINEER.

DRAWN: DPM	CHECKED: JCF	APPROVED: MCC
EFFECTIVE DATE: 10/01/2018	SCALE: NTS	DETAIL:
TRENCHING AND BEDDING		310(A)



TRENCH ZONES:

ZONE A: TRENCH BACKFILL
ZONE B: PIPE BACKFILL
ZONE C: HAUNCHING
ZONE D: PIPE EMBEDMENT
ZONE E: BEDDING

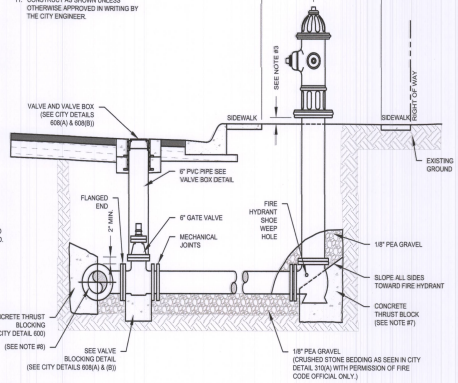
DRAWN: DPM	CHECKED: JCF	APPROVED: MCC
EFFECTIVE DATE: 10/01/2018	SCALE: NTS	DETAIL:
TRENCHING AND BEDDING		310(B)

NOTES:

1. SET ALL VALVE BOXES IN A CONCRETE COLLAR WHEN PLACED AT THEIR FINAL GRADE. (SEE CITY DETAILS 608(A) & (B))
2. ALL CONCRETE PAVEMENT TO BE CLASS "C" CONCRETE, 3600 PSI.
3. LEAVE VALVE BOX 6" TO 10" ABOVE GRADE FOR NEW DEVELOPMENT AND OTHER STREETS AND ALLEYS SCHEDULED FOR IMMEDIATE PAVING UNTIL STREET WORK IS DONE. PAVING CONTRACTOR TO ADJUST VALVE BOX TO FINISHED GRADE BEFORE PLACING LAST COURSE OF HMAC SURFACE.
4. SET FRANGIBLE FLANGE OF FIRE HYDRANT A MINIMUM OF 2" AND A MAXIMUM OF 6" ABOVE SIDEWALK ELEVATION.
5. ON STREETS WHERE NO SIDEWALK IS TO BE CONSTRUCTED, SET CENTERLINE OF FIRE-HYDRANT AT 3' FROM PROPERTY LINE WITHIN RIGHT OF WAY.
6. PLACE FIRE HYDRANT CUT-OFF VALVE A MINIMUM OF 3' FROM THE CENTER LINE OF THE FIRE HYDRANT. THIS MAY REQUIRE THE USE OF A 90° BEND TO OFFSET THE FIRE HYDRANT.
7. SHAPE CONCRETE THRUST BLOCKS SO THAT NO WATER DRAINS ARE BLOCKED.
8. A TEE FITTING IS REQUIRED FOR A CONNECTION TO A NEW WATER MAIN, AND A TAPPING SLEEVE IS REQUIRED FOR A CONNECTION TO AN EXISTING WATER MAIN.
9. DO NOT WRAP FIRE HYDRANT SHOE IN PLASTIC.
10. MATERIALS AND CONSTRUCTION METHODS TO CONFORM TO CITY OF MIDLAND STANDARDS AND SPECIFICATIONS.
11. CONSTRUCT AS SHOWN UNLESS OTHERWISE APPROVED IN WRITING BY THE CITY ENGINEER.

NOTE: 18" MIN. APPLIES WHEN SIDEWALK IS LOCATED AT BACK OF CURB.

NOTE: 12" MIN. APPLIES WHEN SIDEWALK IS AT RIGHT OF WAY.



DRAWN: DPM	EFFECTIVE DATE: 10/01/2018	SCALE: NTS	DETAIL:
CHECKED: JCF	FIRE HYDRANT NEW WATER MAIN		603
APPROVED: MCC			

811 Know what's below. Call before you dig.

Description	By	Date	Rev. No.

Drawn By	V. MCDANIEL
Checked By	J.FERGUSON
Approved By	J.FERGUSON
Vert. Scale	NTS
Horz. Scale	NTS
Job No.	PU19-02
Date	JULY 2021

MIDLAND Engineering Services

FLORIDA AVE. & COTTON FLAT RD
WATER MAIN IMPROVEMENTS

STANDARD DETAILS

STATE OF TEXAS
JOSHUA C. FERGUSON
117692
LICENSED PROFESSIONAL ENGINEER
JULY 27, 2021

SHEET C-601
11 OF 13

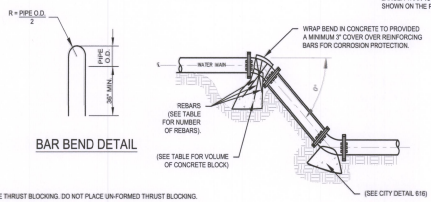
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July 27, 2021

DIA. OF PIPE	DEGREE OF BEND ⊕							
	11 1/4°		22 1/2°		45°		90°	
	VOLUME BLOCK	REBAR NO. SIZE	VOLUME BLOCK	REBAR NO. SIZE	VOLUME BLOCK	REBAR NO. SIZE	VOLUME BLOCK	REBAR NO. SIZE
4"	3 C.F.	2-#3	6 C.F.	2-#3	12 C.F.	2-#3	22 C.F.	2-#3
6"	7 C.F.	2-#3	13 C.F.	2-#3	26 C.F.	2-#3	1.0 C.Y.	2-#3
8"	12 C.F.	2-#3	24 C.F.	2-#3	2.0 C.Y.	2-#4	3.0 C.Y.	2-#4
10"	19 C.F.	2-#3	1.5 C.Y.	2-#4	3.0 C.Y.	2-#4	5.0 C.Y.	2-#5
12"	1.0 C.Y.	2-#3	2.0 C.Y.	2-#4	4.0 C.Y.	2-#5	7.0 C.Y.	2-#8
14"	1.5 C.Y.	2-#4	3.0 C.Y.	2-#4	5.5 C.Y.	2-#5	*	*
16"	2.0 C.Y.	2-#4	3.5 C.Y.	2-#4	7.0 C.Y.	2-#7	*	*

BLOCK FOR EXTERNAL VERTICAL BENDS
DESIGN PRESSURE 180 PSI

* BLOCKING FOR 14" AND 16" 90° BENDS AND FOR ALL BENDS LARGER THAN 16" WILL BE SHOWN ON THE PLANS.

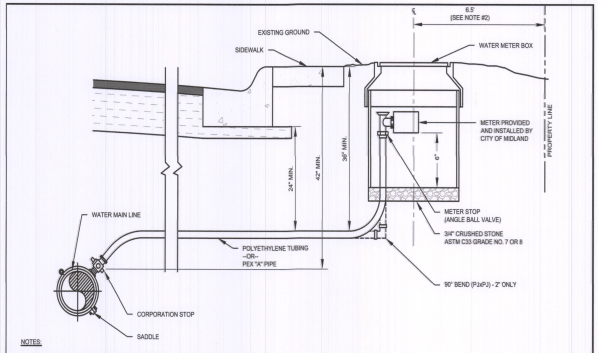


BAR BEND DETAIL

NOTES:

1. FORM ALL CONCRETE THRUST BLOCKING. DO NOT PLACE UN-FORMED THRUST BLOCKING.
2. ALL THRUST BLOCKING TO BE CLASS "A" CONCRETE, 3000 PSI, AND TO BE PLACED AGAINST UNDISTURBED EARTH. USE FIBER REINFORCEMENT THROUGHOUT.
3. FITTINGS TO BE POLY WRAPPED BEFORE BLOCKING IS PLACED.
4. MATERIALS AND CONSTRUCTION METHODS TO CONFORM TO CITY OF MIDLAND STANDARDS AND SPECIFICATIONS.
5. CONSTRUCT AS SHOWN UNLESS OTHERWISE APPROVED IN WRITING BY THE CITY ENGINEER.

DRAWN: DPM	EFFECTIVE DATE: 10/01/2018	SCALE: NTS	DETAIL:
CHECKED: JCF	BLOCKING FOR VERTICAL BEND		613
APPROVED: MCC			



NOTES:

1. ALL WATER SERVICES TO BE 1" OR 2" DIAMETER.
2. THE DISTANCE FROM PROPERTY LINE SHOWN IS FOR 5' SIDEWALK AT THE PROPERTY LINE. WHEN 5' SIDEWALK IS PLACED AT THE BACK OF CURB, PLACE METER BOXES A MINIMUM OF 6.5' FROM THE BACK OF CURB.
3. TWO ADJACENT SERVICE LATERALS MAY BE PLACED IN THE SAME TRENCH. EACH TAP MUST BE SEPARATE AND HAVE BOTH A CORPORATION STOP AND A METER STOP. ("BULLHEAD TAPS ARE NOT PERMITTED".)
4. MATERIALS AND CONSTRUCTION METHODS TO CONFORM TO CITY OF MIDLAND STANDARDS AND SPECIFICATIONS.
5. CONSTRUCT AS SHOWN UNLESS OTHERWISE APPROVED IN WRITING BY THE CITY ENGINEER.

DRAWN: DPM	EFFECTIVE DATE: 10/01/2018	SCALE: NTS	DETAIL:
CHECKED: JCF	1" AND 2" WATER METER AND SERVICE CONNECTION		604(A)
APPROVED: MCC			

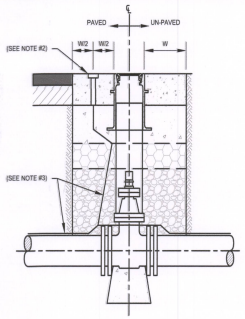
APPROVED COMPONENT LIST

1" WATER METER SERVICE	2" WATER METER SERVICE
SADDLE OPTION 1: DUCTILE IRON W/DUAL BAND CC THREAD STEEL STRAP 1. FORD FCD202 SADDLE 2. MUELLER DR 2 S SERIES 3. A.Y. MCDONALD SERIES 4855A 4. OR APPROVED EQUAL	SADDLE OPTION 1: DUCTILE IRON W/DUAL BAND CC THREAD STEEL STRAP 1. FORD FCD202 SADDLE 2. MUELLER DR 2 S SERIES 3. A.Y. MCDONALD SERIES 4855A 4. OR APPROVED EQUAL
SADDLE OPTION 2: BRASS W/DUAL BAND CC THREAD STEEL STRAP 1. FORD 202BSD SADDLE 2. MUELLER BR 2 S SERIES 3. A.Y. MCDONALD SERIES 3855 4. OR APPROVED EQUAL	SADDLE OPTION 2: BRASS W/DUAL BAND CC THREAD STEEL STRAP 1. FORD 202BSD SADDLE 2. MUELLER BR 2 S SERIES 3. A.Y. MCDONALD SERIES 3855 4. OR APPROVED EQUAL
CORPORATION STOP 1. FORD FB1000-4-G-NL 2. MUELLER B-25008N 3. A.Y. MCDONALD SERIES 74701B-22 1 4. OR APPROVED EQUAL	CORPORATION STOP 1. FORD FB1000-7-G-NL 2. MUELLER B-25009N 3. A.Y. MCDONALD SERIES 74701B-22 2 4. OR APPROVED EQUAL
CURB STOP METER VALVE 1. FORD BA43-444W-G-NL 2. MUELLER B-25172N 3. A.Y. MCDONALD SERIES 74602B-22 1 4. OR APPROVED EQUAL	CURB STOP METER VALVE 1. FORD BFA43-777W-G-NL 2. MUELLER B-25172N 3. A.Y. MCDONALD SERIES 74602B-22 2 4. OR APPROVED EQUAL
WATER METER BOX 1. EAST JORDAN 32197099A02 2. OR APPROVED EQUAL	WATER METER BOX 1. EAST JORDAN 32244000A01 2. OR APPROVED EQUAL
SERVICE LINE PIPE 1. ASTM D-2737 POLYETHYLENE TUBING 2. MUNCI PEX 'A' PIPE 3. OR APPROVED EQUAL	SERVICE LINE PIPE 1. ASTM D-2737 POLYETHYLENE TUBING 2. MUNCI PEX 'A' PIPE 3. OR APPROVED EQUAL

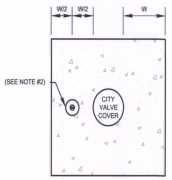
NOTES:

1. ALL COMPONENTS OF ANY WATER METER SERVICE LINE MUST COME FROM THE SAME BRAND WHENEVER POSSIBLE.
2. PLASTIC WRAP ALL SADDLES.
3. MATERIALS AND CONSTRUCTION METHODS TO CONFORM TO CITY OF MIDLAND STANDARDS AND SPECIFICATIONS.
4. CONSTRUCT AS SHOWN UNLESS OTHERWISE APPROVED IN WRITING BY THE CITY ENGINEER.

DRAWN: DPM	CHECKED: JCF	APPROVED: MCC	
EFFECTIVE DATE: 10/01/2018		SCALE: NTS	DETAIL:
1" AND 2" WATER METER AND SERVICE CONNECTION			604(B)



CROSS SECTION VIEW

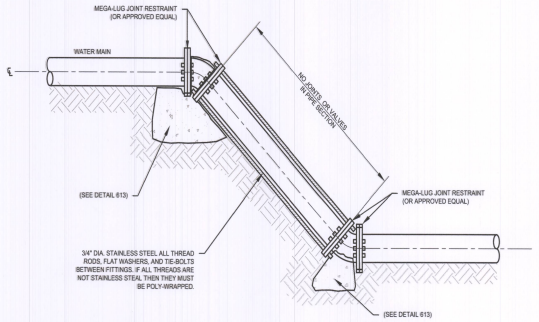


PLAN VIEW

NOTES:

1. SEE OTHER CITY STANDARD DETAILS FOR INFORMATION REGARDING VALVES, COVERS, CONCRETE RINGS, ETC.
2. TRAFFIC RATED COPPERHEAD SNAKEPIT TEST STATION OR APPROVED EQUAL. SET FLUSH WITH FINISHED SURFACE OF CONCRETE RING.
3. TRACER WIRE PER DETAIL 310 (A) TO BE TAPED TO SIDE OF VALVE BOX AND FASTENED SECURELY TO END OF TEST STATION. TRACER WIRE TO REMAIN ENTIRELY COVERED.
4. MATERIALS AND CONSTRUCTION METHODS TO CONFORM TO CITY OF MIDLAND STANDARDS AND SPECIFICATIONS.
5. CONSTRUCT AS SHOWN UNLESS OTHERWISE APPROVED IN WRITING BY THE CITY ENGINEER.

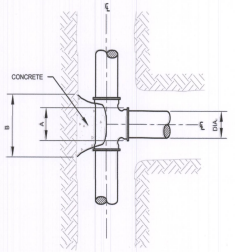
DRAWN: DPM	EFFECTIVE DATE: 10/01/2018	SCALE: NTS	DETAIL:
CHECKED: JCF	VALVE DETECTOR WIRE END		320
APPROVED: MCC			



NOTES:

1. FORM ALL CONCRETE THRUST BLOCKING. DO NOT PLACE UN-FORMED THRUST BLOCKING.
2. ALL THRUST BLOCKING TO BE CLASS "A" CONCRETE, 3000 PSI, AND TO BE PLACED AGAINST UNDISTURBED EARTH. USE FIBER REINFORCEMENT THROUGHOUT.
3. FITTINGS TO BE POLY WRAPPED BEFORE BLOCKING IS PLACED.
4. MATERIALS AND CONSTRUCTION METHODS TO CONFORM TO CITY OF MIDLAND STANDARDS AND SPECIFICATIONS.
5. CONSTRUCT AS SHOWN UNLESS OTHERWISE APPROVED IN WRITING BY THE CITY ENGINEER.

DRAWN: DPM	EFFECTIVE DATE: 10/01/2018	SCALE: NTS	DETAIL:
CHECKED: JCF	WATER MAIN VERTICAL OFFSET		612
APPROVED: MCC			



TEE

"T" BLOCKING
DESIGN 180 PSI LINE PRESSURE
SOIL BEARING CAP 2K/SF

"T" RUN DIA.	STEM DIA.	BLOCKING DIMENSIONS		
		A	B	"C"
TEE				
4"	ALL	11"	1'-0"	1'-0"
6"	ALL	1'-2"	1'-7"	1'-0"
8"	ALL	1'-4"	2'-2"	2'-2"
10"	ALL	1'-8"	2'-8"	2'-8"
1'-0"	THRU 8"	1'-10"	1'-10"	1'-8"
1'-0"	OVER 8"	1'-10"	3'-2"	3'-2"
1'-2"	THRU 8"	2'-2"	2'-2"	1'-11"
1'-2"	OVER 8"	2'-2"	3'-8"	3'-8"
1'-4"	THRU 8"	2'-4"	2'-4"	2'-2"
1'-4"	OVER 8"	2'-4"	4'-3"	4'-3"

"C" - VERTICAL DEPTH OF CONCRETE BEARING ON UNDISTURBED EARTH

NOTE:

1. FORM ALL CONCRETE THRUST BLOCKING. DO NO PLACE UN-FORMED THRUST BLOCKING.
2. BLOCKING FOR TEES LARGER THAN 16" RUN TO BE SHOWN ON THE PLANS.
3. ALL THRUST BLOCKING TO BE CLASS "A" CONCRETE, 3000 PSI, AND TO BE PLACED AGAINST UNDISTURBED EARTH. USE FIBER REINFORCEMENT THROUGHOUT.
4. FITTING TO BE POLY WRAPPED BEFORE BLOCKING IS PLACED.
5. MATERIALS AND CONSTRUCTION METHODS TO CONFORM TO CITY OF MIDLAND STANDARDS AND SPECIFICATIONS.
6. CONSTRUCT AS SHOWN UNLESS OTHERWISE APPROVED IN WRITING BY THE CITY ENGINEER.

DRAWN: DPM	EFFECTIVE DATE: 10/01/2018	SCALE: NTS	DETAIL:
CHECKED: JCF	BLOCKING FOR TEE		615
APPROVED: MCC			

Know what's below. Call before you dig.

Description	By	Date	Rev. No.

Drawn By	V. MCDANIEL
Checked By	J.FERGUSON
Approved By	J.FERGUSON
Vert. Scale	NTS
Horz. Scale	NTS
Job No.	PU19-02
Date	JULY 2021

MIDLAND Engineering Services

FLORIDA AVE. & COTTON FLAT RD
WATER MAIN IMPROVEMENTS

STANDARD DETAILS

STATE OF TEXAS
JOSHUA C. FERGUSON
117692
LICENSED PROFESSIONAL ENGINEER
7-27-21

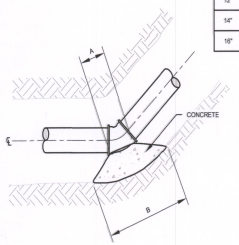
SHEET C-602
12 OF 13

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BLOCKING FOR HORIZONTAL BENDS
DESIGN 180 PSI LINE PRESSURE
SOIL BEARING CAP 2K/SF

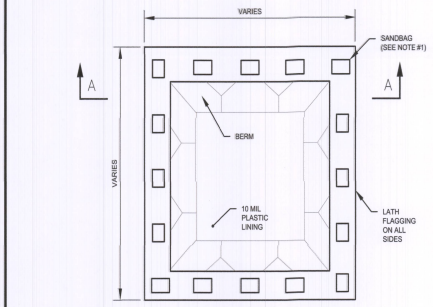
DIA. OF PIPE	DEGREE OF BEND											
	11 1/4°			22 1/2°			45°			90°		
	A	B	*C	A	B	*C	A	B	*C	A	B	*C
4"	0'-4"	1'-0"	1'-0"	0'-5"	1'-0"	1'-0"	0'-6"	1'-0"	1'-0"	0'-11"	1'-3"	1'-3"
6"	0'-7"	1'-0"	1'-0"	0'-7"	1'-0"	1'-0"	0'-8"	1'-5"	1'-5"	1'-3"	1'-11"	1'-11"
8"	0'-8"	0'-10"	1'-2"	0'-9"	1'-4"	1'-4"	0'-10"	1'-10"	1'-10"	1'-6"	2'-6"	2'-6"
10"	0'-10"	1'-0"	1'-5"	0'-11"	1'-8"	1'-8"	1'-1"	2'-4"	2'-4"	1'-11"	3'-2"	3'-2"
12"	1'-0"	1'-3"	1'-8"	1'-1"	2'-0"	2'-0"	1'-3"	2'-10"	2'-10"	2'-2"	3'-10"	3'-10"
14"	0'-11"	1'-5"	1'-11"	1'-1"	2'-4"	2'-4"	1'-3"	3'-3"	3'-3"			
16"	1'-1"	1'-8"	2'-2"	1'-2"	2'-8"	2'-8"	1'-5"	3'-9"	3'-9"			

*C - VERTICAL DEPTH OF CONCRETE BEARING ON UNDISTURBED EARTH

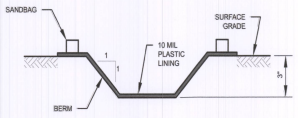


NOTES:
1. FORM ALL CONCRETE THRUST BLOCKING. DO NOT PLACE UN-FORMED THRUST BLOCKING.
2. ALL THRUST BLOCKING TO BE CLASS "A" CONCRETE, 3000 PSI, AND TO BE PLACED AGAINST UNDISTURBED EARTH. USE FIBER REINFORCEMENT THROUGHOUT.
3. FITTING TO BE POLY WRAPPED BEFORE BLOCKING IS PLACED.
4. MATERIALS AND CONSTRUCTION METHODS TO CONFORM TO CITY OF MIDLAND STANDARDS AND SPECIFICATIONS.
5. CONSTRUCT AS SHOWN UNLESS OTHERWISE APPROVED IN WRITING BY THE CITY ENGINEER.

DRAWN: DPM	EFFECTIVE DATE: 10/01/2018	SCALE: NTS	DETAIL:
CHECKED: JCF	BLOCKING FOR HORIZONTAL BENDS		616
APPROVED: MCC			



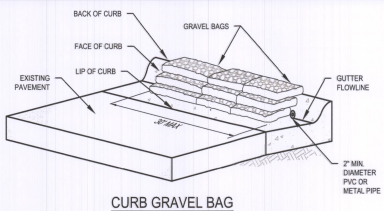
DEPRESSED WASHOUT



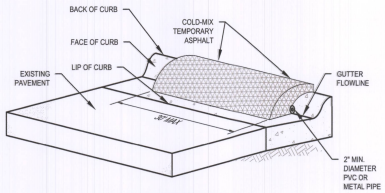
SECTION 'A-A'

NOTES:
1. SECURE WASHOUT STRUCTURES AND LININGS WITH SANDBAGS OR TWO SECURELY FASTENED STAKES AROUND ENTIRE WASHOUT PERIMETER.
2. MATERIALS AND CONSTRUCTION METHODS TO CONFORM TO CITY OF MIDLAND STANDARDS AND SPECIFICATIONS.
3. CONSTRUCT AS SHOWN UNLESS OTHERWISE APPROVED IN WRITING BY THE CITY ENGINEER.

DRAWN: DPM	CHECKED: JCF	APPROVED: MCC	
EFFECTIVE DATE: 10/01/2018	SCALE: NTS	DETAIL:	
CONCRETE WASHOUT OPTION 1		704	



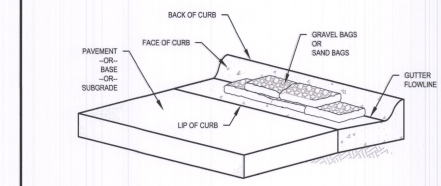
CURB GRAVEL BAG



CURB COLD-MIX TEMPORARY ASPHALT

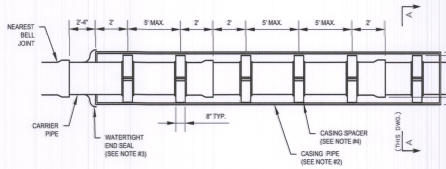
NOTES:
1. UTILIZE THIS DETAIL WHEN ACCESSING PROJECT SITE OVER EXISTING CURB ONLY IF NO USABLE CURB OPENING EXISTS.
2. FILL BAGS TO 60% CAPACITY WITH CLEAN GRAVEL NO LESS THAN 1" DIAMETER AND NO GREATER THAN 2" DIAMETER.
3. PLACE BAGS WITH BAG OPENINGS SECURED AND FACE UP, AND SO THAT EACH BAG IS FLAT AND HAS THE GREATEST POSSIBLE SURFACE AREA CONTACT WITH THE CURB.
4. PLACE BAGS AGAINST THE PIPE AND FACE-OF-CURB . DO NOT PLACE BAGS BEYOND THE LIP-OF-CURB.
5. DO NOT BLOCK ADA RAMPS OR WALKWAYS WITH BAGS.
6. DO NOT PLACE TEMPORARY ASPHALT BEYOND LIP-OF-CURB.
7. PIPE MUST EXTEND ACROSS FULL LENGTH OF TEMPORARY CURB PROTECTION AND BE COMPLETELY EXPOSED AT BOTH ENDS.
8. MINIMUM 4" THICK LAYER OF GRAVEL OR ASPHALT REQUIRED OVER ALL PARTS OF AFFECTED CURB.
9. MAXIMUM WIDTH OF CURB PROTECTION IS 30'.
10. MATERIALS AND CONSTRUCTION METHODS TO CONFORM TO CITY OF MIDLAND STANDARDS AND SPECIFICATIONS.
11. CONSTRUCT AS SHOWN UNLESS OTHERWISE APPROVED IN WRITING BY THE CITY ENGINEER.

DRAWN: DPM	CHECKED: JCF	APPROVED: MCC	
EFFECTIVE DATE: 10/01/2018	SCALE: NTS	DETAIL:	
TEMPORARY CURB PROTECTION		713	



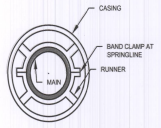
NOTES:
1. FILL BAGS TO 60% CAPACITY WITH EITHER CLEAN GRAVEL OR CLEAN SAND.
2. GRAVEL TO BE NO LESS THAN 1" DIAMETER OR GREATER THAN 2" DIAMETER.
3. PLACE BAGS WITH BAG OPENINGS SECURED AND FACE UP, AND SO THAT EACH BAG IS FLAT AND HAS THE GREATEST POSSIBLE SURFACE AREA CONTACT WITH THE CURB.
4. PLACE BAGS AGAINST THE FACE-OF-CURB AND DO NOT PLACE BAGS BEYOND THE LIP-OF-CURB.
5. DO NOT BLOCK ADA RAMPS OR WALKWAYS WITH BAGS.
6. MATERIALS AND CONSTRUCTION METHODS TO CONFORM TO CITY OF MIDLAND STANDARDS AND SPECIFICATIONS.
7. CONSTRUCT AS SHOWN UNLESS OTHERWISE APPROVED IN WRITING BY THE CITY ENGINEER.

DRAWN: DPM	CHECKED: JCF	APPROVED: MCC	
EFFECTIVE DATE: 10/01/2018	SCALE: NTS	DETAIL:	
CURB GRAVEL OR SAND BAGS		712	



CROSS SECTION VIEW

NOTES:
1. CASING PIPE TO BE MINIMUM TWO (2) NOMINAL SIZES LARGER IN DIAMETER THAN CARRIER PIPE.
2. CASING PIPE TO BE NO LESS THAN 12" DIAMETER PIPE. 12"-16" DIAMETER CASING PIPE MAY BE STEEL OR PVC PIPE. CASING PIPE LARGER THAN 16" DIAMETER MUST BE STEEL PIPE. STEEL CASING PIPE TO BE MINIMUM 1/4" WALL THICKNESS. PVC CASING PIPE TO BE SDR-26 D2241 OR C-900.
3. CASING PIPE TO BE STEEL OR PVC.
4. WATER TIGHT END SEAL TO BE GROUT OR APPROVED MANUFACTURED SEAL.
5. CASING SPACERS TO BE HOPE OR APPROVED EQUAL, MINIMUM FOUR (4) EQUALLY SPACED RUNNERS, WITH BAND CLAMP JOINT LOCATED AT SPRINGLINE. SPACERS FOR CASING PIPE LARGER THAN 24" DIAMETER REQUIRE MINIMUM SIX (6) EQUALLY SPACED RUNNERS.
6. CASING INSTALLED IN OPEN TRENCH IS TO BE BACKFILLED PER CURRENT CITY STANDARDS FOR AN UN-ENCASED MAIN.
7. MATERIALS AND CONSTRUCTION METHODS TO CONFORM TO CITY OF MIDLAND STANDARDS AND SPECIFICATIONS.
8. CONSTRUCT AS SHOWN UNLESS OTHERWISE APPROVED IN WRITING BY THE CITY ENGINEER.



SECTION 'A-A'

DRAWN: DPM	EFFECTIVE DATE: 10/01/2018	SCALE: NTS	DETAIL:
CHECKED: JCF	TYPICAL PIPE CASING DETAIL		805
APPROVED: MCC			

Know what's below. Call before you dig.

Description	By	Date	Rev. No.

Drawn By	V. MCDANIEL
Checked By	J.FERGUSON
Approved By	J.FERGUSON
Vert. Scale	NTS
Horz. Scale	NTS
Job No.	PU19-02
Date	JULY 2021

FLORIDA AVE. & COTTON FLAT RD
WATER MAIN IMPROVEMENTS

STANDARD DETAILS

STATE OF TEXAS
JOSHUA C. FERGUSON
117692
LICENSED PROFESSIONAL ENGINEER

SHEET C-603
13 OF 13

File: C:\Users\vmcdaniel\AppData\Local\Temp\AcPublish_23068\C-601 Standard Details.dwg Jul 08, 2021 – 4:25pm vmcDaniel

City Council Meeting

Item Number: 8

Meeting Date: July 27, 2021

To: City Council / City Manager

From: Regina Stephenson, Director

Subject: **RESOLUTION AUTHORIZING THE EXECUTION OF A CONTRACT WITH HENTHORN COMMERCIAL CONSTRUCTION, LLC, FOR THE RENOVATION OF THE WATER RECLAMATION FACILITY WAREHOUSE OFFICE AND OPERATIONS LABORATORY THROUGH BUYBOARD AT A TOTAL COST OF $84,682.34; APPROVING $12,702.35 FOR CONTINGENCIES; AND APPROPRIATING FUNDS FOR SAID PROJECT (DISTRICT 2) (GENERAL SERVICES)**

Purpose:

Approval of a resolution authorizing the execution of a contract with Henthorn Commercial Construction, LLC for the renovation of the Water Reclamation Facility Warehouse Office and Operations Laboratory for the Utilities Department; and appropriating funds.

Recommended City Council Action:

Approve

Fiscal Impact:

Funding in the amount of $97,384.69 is available in the Water and Sewer unappropriated fund Balance and is hereby transferred and appropriated into fund 305 to a project for the purpose identified.

Discussion:

Staff recommends renovating the Water Reclamation Facility Warehouse Office and Operations Laboratory through Buyboard contract 520-16. We are members of the Buyboard 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 Cory Moose, Assistant Utilities Director, for additional information.

Therefore, please consider a resolution authorizing the execution of a contract for the renovation of the Water Reclamation Facility Warehouse Office and Operations Laboratory with Henthorn Commercial Construction, LLC of Lubbock, Texas through Buyboard contract 520-16 for a cost of $84,682.34 plus $12,702.35 in contingencies for a project total of $97,384.69 for the Utilities Department; and appropriating funds therefore.

Morris Williams Jr.

City Manager's Office

INTEROFFICE MEMORANDUM

TO: Erika Munoz Martinez, Purchasing Manager

FROM: Cory Moose, Assistant Utilities Director

SUBJECT: Recommend Award for the Water Reclamation Facility Warehouse Office Install and Operations Laboratory Remodel

DATE: July 8, 2021

Utilities Department Water Reclamation Facility is relocating staff to make better use of existing space and increase the efficiency of tasks performed. The newly installed maintenance storage room and existing chemical building have been identified as a potential site for relocation of maintenance staff and performance of state required water tests by operations personnel.

Modifications to the building will include, electrical and lighting upgrades, HVAC and door install/and or replacement, leveling and conditioning of the floors, minor concrete repair and installation of a chemical resistant work station.

In accordance with section 2269.403 of the government code, city staff is proposing the use of job order contracting as the procurement method for this project in order to expedite this work. Job order contracting allows for the procurement of services such as maintenance, repair, alteration, renovation, remediation, or minor construction of a facility. Gordian ezIQC job order contracting is available through the Buyboard. ezIQC provides an efficient construction process by establishing regional, competitively awarded prices up front. Henthorn Commercial Construction is a contractor that services this region. They have provided the attached proposal for consideration for the work described above. City staff recommends the acceptance of this proposal.

Utilities recommends approval of a resolution approving the award of the Water Reclamation Facility warehouse office install and operations laboratory remodel to Henthorne Commercial Construction in the amount of $97,384.69 This total includes the proposal amount of $84,682.34 with 15% contingency. This will be paid for from the Utilities Department Operating Funds.

RESOLUTION NO. _____

RESOLUTION AUTHORIZING THE EXECUTION OF A CONTRACT WITH HENTHORN COMMERCIAL CONSTRUCTION, LLC, FOR THE RENOVATION OF THE WATER RECLAMATION FACILITY WAREHOUSE OFFICE AND OPERATIONS LABORATORY THROUGH BUYBOARD AT A TOTAL COST OF $84,682.34; APPROVING $12,702.35 FOR CONTINGENCIES; 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, Henthorn Commercial Construction, LLC, submitted a total proposed cost to the City of $84,682.34 for the renovation of the Water Reclamation Facility Warehouse Office and Operations Laboratory; and

WHEREAS, the Council finds the price proposed by Henthorn Commercial Construction, LLC, through Buyboard for said renovation 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 Henthorn Commercial Construction, LLC, for said renovation through Buyboard; and

WHEREAS, the City Council finds it to be in the public interest to approve $12,702.35 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 Henthorn Commercial Construction, LLC, for said renovation through Buyboard for a total cost of $84,682.34. 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 sum of $12,702.35 for contingencies is hereby approved

for said agreement.

SECTION THREE. That the amount of $97,384.69 is hereby appropriated from the Water and Sewer unappropriated fund balance into Fund 305 to a project for the purpose identified.

SECTION FOUR. That the City Comptroller is hereby authorized and directed to pay Henthorn Commercial Construction, LLC, for said renovation from funds available in a project for the purpose identified in Fund 305 upon receipt of proper invoices or statements approved by the City Manager.

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

21004020

THIS CONTRACT, effective the 28th day of July, 2021, by and between the City of Midland, hereinafter referred to as "CITY", and Henthorn Commercial Construction, LLC, hereinafter referred to as "COMPANY", is made for the following considerations:

1. **Cost:** Total Proposal: $ 84,682.34 DOLLARS

2. **Scope of Work:** COMPANY shall perform all work described for the renovations at the Water Reclamation Facility Warehouse Office and Operations Laboratory Lab in the following documents, attached hereto and incorporated herein by reference for all legal purposes.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

9. **Start of Work:** COMPANY shall commence work no later than ten (10) days after receipt of the execution of this document or other written release to proceed and shall complete such work no later than 84 calendar days after release to proceed.

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

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

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

12.1. Defective work not remedied; or

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

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

12.4. Damages to another contractor or subcontractor.

When the above grounds to withhold payment are removed, or COMPANY provides a surety bond satisfactory to CITY, which will protect CITY in the amount withheld, payment may be released.

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

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

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

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

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

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

this contract shall have any third party beneficiary or other rights hereunder.

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

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

COMPANY IS RELYING ON ITS OWN JUDGMENT. COMPANY HAD THE OPPORTUNITY TO DISCUSS THIS CONTRACT WITH COMPETENT LEGAL COUNSEL PRIOR TO ITS EXECUTION. THE OBLIGATIONS CONTAINED IN THIS SECTION 18 SHALL SURVIVE THE TERMINATION OF THIS CONTRACT.

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

THERE IS NO WAIVER OF GOVERNMENTAL IMMUNITY.

20. **Insurance:**

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

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

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

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

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

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

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

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

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

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

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

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

24. **Independent Contractor:** COMPANY shall perform all work and services described herein as an independent contractor and not as an officer, agent, servant, or employee of CITY. COMPANY shall have exclusive control of, and the exclusive right to control the details of the services and work to be performed hereunder, and all persons performing the same. COMPANY shall be solely responsible for the acts and omissions of its officers, agents, employees, contractors and subcontractors and the doctrine

of respondeat superior shall not apply as between CITY and COMPANY, its officers, agents, employees, contractors and subcontractors. Nothing in this Contract shall be construed as creating a partnership or joint enterprise between CITY and COMPANY. No person performing any of the work and services described hereunder by COMPANY shall be considered an officer, agent, servant or employee of CITY. Further, it is specifically understood and agreed that nothing in this contract is intended or construed as creating a "Community of Pecuniary Interest" or an "Equal Right of Control" which would give rise to vicarious liability.

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

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

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

CITY has actual or constructive notice or knowledge of said claim or alleged damages. COMPANY agrees that the requirements of this entire Contract are reasonable. The provisions and obligations of this Section shall survive the termination of this Contract.

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

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

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

29. To the extent that Section 2271.002 of the Texas Government Code applies to this Contract, COMPANY hereby verifies that COMPANY does not boycott Israel and will not boycott Israel during the term of this Contract. If Section 2271.002 of the Texas Government Code does not apply to this Contract, such verification is not required, and COMPANY shall be deemed to have not made such verification.

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

31. **Public Information.** To the extent that this Contract is a contract described by Section 552.371 of the Texas Government Code, COMPANY agrees as follows in accordance with Section 552.372(b) of

the Texas Government Code: The requirements of Subchapter J, Chapter 552, Government Code, may apply to this Contract, and COMPANY agrees that the contract can be terminated if COMPANY knowingly or intentionally fails to comply with a requirement of that subchapter.

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

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

EXECUTED IN DUPLICATE the day and year first above mentioned.

THE CITY OF MIDLAND, TEXAS

By: _____
Robert Patrick, City Manager

ATTEST

_____
Amy M. Turner, City Secretary

APPROVED ONLY AS TO FORM

_____
John Ohnemiller, City Attorney

COMPANY:

By: _____

Name:_____

Title: _____

STATE OF _____ §
§
COUNTY OF_____ §

BEFORE ME, the undersigned authority, on this ____ day of _____, 20____ personally appeared, _____, an officer of _Henthorn Commercial Construction, LLC _, 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 _____

GORDIAN®

Work Order Signature Document

ezIQC Buy Board Contract No.: 520-16 Area K - HCC

[X] **New Work Order** [ ] **Modify an Existing Work Order**

Work Order Number.:	094188.00	Work Order Date:	06/25/2021
Work Order Title:	City of Midland- Sewer Treatment Lab		
Owner Name:	City of Midland	Contractor Name:	Henthorn Commercial Construction
Contact:	Cory Moose	Contact:	Bryan Walters
Phone:	(432) 685-7937	Phone:	(806) 687-3084

Work to be Performed

Work to be performed as per the Final Detailed Scope of Work Attached and as per the terms and conditions of ezIQC Buy Board Contract No 520-16 Area K - HCC.

Brief Work Order Description:

Lab renovation

Time of Performance Estimated Start Date:
Estimated Completion Date:

Liquidated Damages Will apply: [ ] Will not apply: [X]

Work Order Firm Fixed Price: $48,570.08

Owner Purchase Order Number:

Approvals

Owner Date

Contractor Date

Detailed Scope of Work

To: Bryan Walters
Henthorn Commercial Construction
2011 Avenue C
Lubbock, TX 79404
(806) 687-3084

From: Cory Moose
City of Midland
300 N Loraine
Midland, TX 79701
(432) 685-7937

Date Printed: June 25, 2021

Work Order Number: 094188.00

Work Order Title: City of Midland- Sewer Treatment Lab

Brief Scope: Lab renovation

☐ **Preliminary** ☐ **Revised** ☒ **Final**

The following items detail the scope of work as discussed at the site. All requirements necessary to accomplish the items set forth below shall be considered part of this scope of work.

This price to complete the demo of all existing plumbing, HVAC, and Electrical, Skin all walls with framing and gypsum, finish all walls with texture and paint, provide chemical resistant flooring, provide millwork with Chemical resistant top, install ceilings, Install new door and frame, and install new electrical HVAC and Plumbing. Room dimensions are 16'X11', Millwork is 8' in length, Ceilings are at 10', 2 2x4 light fixtures, One 3x7 door, One Exhaust fan, two 2compartment sinks

Subject to the terms and conditions of JOC Contract **520-16 Area K - HCC**.

Contractor _____ Date _____

Owner _____ Date _____

Contractor's Price Proposal - Summary

Date: June 25, 2021

Re:

IQC Master Contract #:	520-16 Area K - HCC
Work Order #:	094188.00
Owner PO #:	
Title:	City of Midland- Sewer Treatment Lab
Contractor:	Henthorn Commercial Construction
Proposal Value:	$48,570.08

Section - 01	**$917.47**
Section - 02	**$335.31**
Section - 04	**$517.48**
Section - 06	**$2,322.95**
Section - 08	**$1,787.32**
Section - 09	**$8,440.71**
Section - 12	**$1,433.79**
Section - 23	**$15,181.15**
Section - 26	**$17,633.90**
Proposal Total	**$48,570.08**

Thisl total represents the correct total for the proposal. Any discrepancy between line totals, sub-totals and the proposal total is due to rounding.

The Percentage of NPP on this Proposal: **67.56%**

Contractor's Price Proposal - Detail

Date: June 25, 2021

Re:

IQC Master Contract #:	520-16 Area K - HCC
Work Order #:	094188.00
Owner PO #:	
Title:	City of Midland- Sewer Treatment Lab
Contractor:	Henthorn Commercial Construction
Proposal Value:	$48,570.08

	Sect.	Item	Mod.	UOM	Description	Line Total
Labor	Equip.	Material	(Excludes)			
Section - 01						
1	01 74 19	00 0017		EA	40 CY Dumpster (5 Ton) "Construction Debris"Includes delivery of dumpster, rental cost, pick-up cost, hauling, and disposal fee. Non-hazardous material.	$917.47
				Installation	Quantity 1.00 x Unit Price 695.00 x Factor 1.3201 = Total 917.47	
Subtotal for Section - 01						**$917.47**
Section - 02						
2	02 41 19	16 0053		SF	Demolish Wood Or Metal Framed Interior Partition/Wall With Drywall 2 Sides	$335.31
				Installation	Quantity 200.00 x Unit Price 1.27 x Factor 1.3201 = Total 335.31	
Subtotal for Section - 02						**$335.31**
Section - 04						
3	04 22 23	13 0035		SF	8" x 16" x 8", Normal Weight, Regular, Partition Concrete Block	$517.48
				Installation	Quantity 50.00 x Unit Price 7.84 x Factor 1.3201 = Total 517.48	
Subtotal for Section - 04						**$517.48**
Section - 06						
4	06 41 13	00 0015		LF	Up To 15" Width, 34-1/2" High x 24" Deep Built In Place Base CabinetPrefinished with solid hardwood face frames, hardwood door frames and drawer fronts. Hardwood veneer on raised door panels. Excludes top.	$2,322.95
				Installation	Quantity 8.00 x Unit Price 219.96 x Factor 1.3201 = Total 2,322.95	
Subtotal for Section - 06						**$2,322.95**
Section - 08						
5	08 12 13	13 0041		EA	3' x 6'-8" Through 7'-2" x 5-3/4" Deep Metal Door Frame, 16 Gauge	$268.28
				Installation	Quantity 1.00 x Unit Price 203.23 x Factor 1.3201 = Total 268.28	
6	08 13 13	13 0073		EA	3' x 7' x 1-3/4" 18 Gauge Metal Door (Unrated)	$457.02
				Installation	Quantity 1.00 x Unit Price 346.20 x Factor 1.3201 = Total 457.02	
7	08 71 16	00 0005		PR	4" x 4" Standard Duty, Full Mortise, Plain Bearing, Brass/Bronze, Satin Chrome Finish Hinge	$129.87
				Installation	Quantity 2.00 x Unit Price 49.19 x Factor 1.3201 = Total 129.87	
8	08 71 16	00 2243		EA	Surface Mounted Heavy Duty Door Closer (LCN 4040XP/4041 Series)	$411.61
				Installation	Quantity 1.00 x Unit Price 311.80 x Factor 1.3201 = Total 411.61	

Contractor's Price Proposal - Detail Continues..

Work Order Number: 094188.00
Work Order Title: City of Midland- Sewer Treatment Lab

Section - 08

9	08 71 16 00 2265		EA	Entrance/Office F04 Mortise LocksetLocked with key outside and thumb knob inside.									$520.54
			Installation	Quantity 1.00	x	Unit Price 394.32	x	Factor 1.3201	=	Total 520.54			

Subtotal for Section - 08 **$1,787.32**

Section - 09

10	09 22 16 13 0010		SF	3-5/8" Width, 16" On Center, 20 Gauge, Non Load Bearing, Non Structural Metal Stud Framing With Tracks And Runners									$1,592.04
			Installation	Quantity 600.00	x	Unit Price 2.01	x	Factor 1.3201	=	Total 1,592.04			
11	09 29 00 00 0025		SF	5/8" Moisture Resistant Gypsum Board									$1,069.28
			Installation	Quantity 600.00	x	Unit Price 1.35	x	Factor 1.3201	=	Total 1,069.28			
12	09 29 00 00 0056		SF	Up To 10' High, Walls, Tape, Spackle And Finish Gypsum Board									$285.14
			Installation	Quantity 600.00	x	Unit Price 0.36	x	Factor 1.3201	=	Total 285.14			
13	09 30 16 00 0002		SF	Glazed Quarry Floor Tile									$2,957.02
			Installation	Quantity 200.00	x	Unit Price 11.20	x	Factor 1.3201	=	Total 2,957.02			
14	09 35 00 00 0001		SF	Thin Set - Epoxy MortarImpact and chemical resistant.									$739.26
			Installation	Quantity 200.00	x	Unit Price 2.80	x	Factor 1.3201	=	Total 739.26			
15	09 51 13 00 0005		SF	2' x 2' x 3/4" Fiberglass Acoustical Ceiling Panel									$765.66
			Installation	Quantity 200.00	x	Unit Price 2.90	x	Factor 1.3201	=	Total 765.66			
16	09 53 23 00 0004		SF	2' x 2' Grid, 15/16" T Bar Ceiling Suspension System									$454.11
			Installation	Quantity 200.00	x	Unit Price 1.72	x	Factor 1.3201	=	Total 454.11			
17	09 91 23 00 0060		SF	Paint Interior Plaster/Drywall Walls, 2 Coats Paint, Brush Work									$578.20
			Installation	Quantity 600.00	x	Unit Price 0.73	x	Factor 1.3201	=	Total 578.20			

Subtotal for Section - 09 **$8,440.71**

Section - 12

18	12 36 61 16 0004		SF	1/2" Solid Polyester (Corian) Countertop, Group B ColorsQuantity based on area of counter, backsplash and apron. Includes drilling holes for fixtures and 1-1/2" drop edge with 1/8" radius edges (when apron not used).									$1,433.79
			Installation	Quantity 36.00	x	Unit Price 30.17	x	Factor 1.3201	=	Total 1,433.79			

Subtotal for Section - 12 **$1,433.79**

Section - 23

19	23 00 00 00 0012	NPP		COM Sewer Lab Plumbing and HVAC									$15,181.15
			Installation	Quantity 1.00	x	Unit Price 11,500.00	x	Factor 1.3201	=	Total 15,181.15			

Subtotal for Section - 23 **$15,181.15**

Contractor's Price Proposal - Detail Continues..

Work Order Number: 094188.00
Work Order Title: City of Midland- Sewer Treatment Lab

Section - 26

20	26 00	00	00 0012		COM Sewer Lab Electrical							$17,633.90
				NPP	Installation	Quantity 1.00	x	Unit Price 13,358.00	x	Factor 1.3201	=	Total 17,633.90

Subtotal for Section - 26 **$17,633.90**

Proposal Total **$48,570.08**

This total represents the correct total for the proposal. Any discrepancy between line totals, sub-totals and the proposal total is due to rounding.

The Percentage of NPP on this Proposal: **67.56%**

GORDIAN®

Work Order Signature Document

ezIQC Buy Board Contract No.: 520-16 Area K - HCC

[X] **New Work Order** [ ] **Modify an Existing Work Order**

Work Order Number.:	094187.00	Work Order Date:	06/25/2021
Work Order Title:	City of Midland- Warehouse Office		
Owner Name:	City of Midland	Contractor Name:	Henthorn Commercial Construction
Contact:	Cory Moose	Contact:	Bryan Walters
Phone:	(432) 685-7937	Phone:	(806) 687-3084

Work to be Performed

Work to be performed as per the Final Detailed Scope of Work Attached and as per the terms and conditions of ezIQC Buy Board Contract No 520-16 Area K - HCC.

Brief Work Order Description:

Warehouse renovation

Time of Performance Estimated Start Date:

Estimated Completion Date:

Liquidated Damages Will apply: [ ] Will not apply: [X]

Work Order Firm Fixed Price: $36,112.26

Owner Purchase Order Number:

Approvals

Owner Date

Contractor Date

Detailed Scope of Work

To: Bryan Walters
Henthorn Commercial Construction
2011 Avenue C
Lubbock, TX 79404
(806) 687-3084

From: Cory Moose
City of Midland
300 N Loraine
Midland, TX 79701
(432) 685-7937

Date Printed: June 25, 2021

Work Order Number: 094187.00

Work Order Title: City of Midland- Warehouse Office

Brief Scope: Warehouse renovation

☐ **Preliminary** ☐ **Revised** ☒ **Final**

The following items detail the scope of work as discussed at the site. All requirements necessary to accomplish the items set forth below shall be considered part of this scope of work.

Price includes, new MEP's, Framing and gypsum, Wall finishes, New door and frame, New flooring, New ceilings, and an exterior concrete ramp with landing and asphalt patching. Building renovation Dimensions are 14'X 11', with a 10' ceiling, 2 2'x4' light fixtures, One 3'x7' door with glass lite, concrete ramps at 14'x6' and 4'x6', asphalt patch of 20'X28'.

Subject to the terms and conditions of JOC Contract **520-16 Area K - HCC**.

Contractor _____ Date _____

Owner _____ Date _____

Contractor's Price Proposal - Summary

Date: June 25, 2021

Re:

IQC Master Contract #:	520-16 Area K - HCC
Work Order #:	094187.00
Owner PO #:	
Title:	City of Midland- Warehouse Office
Contractor:	Henthorn Commercial Construction
Proposal Value:	$36,112.26

Section - 01	**$917.47**
Section - 02	**$293.39**
Section - 03	**$8,289.88**
Section - 08	**$1,759.36**
Section - 09	**$4,566.55**
Section - 22	**$14,344.21**
Section - 32	**$5,941.40**
Proposal Total	**$36,112.26**

Thisl total represents the correct total for the proposal. Any discrepancy between line totals, sub-totals and the proposal total is due to rounding.

The Percentage of NPP on this Proposal: **39.72%**

Contractor's Price Proposal - Detail

Date: June 25, 2021

Re:

IQC Master Contract #:	520-16 Area K - HCC
Work Order #:	094187.00
Owner PO #:	
Title:	City of Midland- Warehouse Office
Contractor:	Henthorn Commercial Construction
Proposal Value:	$36,112.26

	Sect.	Item	Mod.	UOM	Description	Line Total
Labor	Equip.	Material	(Excludes)			
Section - 01						
1	01 74 19	00 0017		EA	40 CY Dumpster (5 Ton) "Construction Debris"Includes delivery of dumpster, rental cost, pick-up cost, hauling, and disposal fee. Non-hazardous material.	$917.47
				Installation	Quantity 1.00 x Unit Price 695.00 x Factor 1.3201 = Total 917.47	
Subtotal for Section - 01						**$917.47**
Section - 02						
2	02 41 19	16 0053		SF	Demolish Wood Or Metal Framed Interior Partition/Wall With Drywall 2 Sides	$293.39
				Installation	Quantity 175.00 x Unit Price 1.27 x Factor 1.3201 = Total 293.39	
Subtotal for Section - 02						**$293.39**
Section - 03						
3	03 48 51	00 0015		EA	Furnish And Install 26" Precast Ramp, Landing And Railings	$8,289.88
				Installation	Quantity 1.00 x Unit Price 6,279.74 x Factor 1.3201 = Total 8,289.88	
Subtotal for Section - 03						**$8,289.88**
Section - 08						
4	08 12 13	13 0041		EA	3' x 6'-8" Through 7'-2" x 5-3/4" Deep Metal Door Frame, 16 Gauge	$268.28
				Installation	Quantity 1.00 x Unit Price 203.23 x Factor 1.3201 = Total 268.28	
5	08 13 13	13 0024		EA	3' x 7' x 1-3/4" 20 Gauge Metal Door (Unrated)	$429.06
				Installation	Quantity 1.00 x Unit Price 325.02 x Factor 1.3201 = Total 429.06	
6	08 71 16	00 0005		PR	4" x 4" Standard Duty, Full Mortise, Plain Bearing, Brass/Bronze, Satin Chrome Finish Hinge	$129.87
				Installation	Quantity 2.00 x Unit Price 49.19 x Factor 1.3201 = Total 129.87	
7	08 71 16	00 2243		EA	Surface Mounted Heavy Duty Door Closer (LCN 4040XP/4041 Series)	$411.61
				Installation	Quantity 1.00 x Unit Price 311.80 x Factor 1.3201 = Total 411.61	
8	08 71 16	00 2265		EA	Entrance/Office F04 Mortise LocksetLocked with key outside and thumb knob inside.	$520.54
				Installation	Quantity 1.00 x Unit Price 394.32 x Factor 1.3201 = Total 520.54	
Subtotal for Section - 08						**$1,759.36**
Section - 09						

Contractor's Price Proposal - Detail Continues..

Work Order Number: 094187.00
Work Order Title: City of Midland- Warehouse Office

Section - 09

9	09 22 16 13 0010		SF	3-5/8" Width, 16" On Center, 20 Gauge, Non Load Bearing, Non Structural Metal Stud Framing With Tracks And Runners								$1,326.70
			Installation	Quantity 500.00	x	Unit Price 2.01	x	Factor 1.3201	=	Total 1,326.70		
10	09 29 00 00 0006		SF	5/8" Gypsum Board								$673.25
			Installation	Quantity 500.00	x	Unit Price 1.02	x	Factor 1.3201	=	Total 673.25		
11	09 29 00 00 0056		SF	Up To 10' High, Walls, Tape, Spackle And Finish Gypsum Board								$237.62
			Installation	Quantity 500.00	x	Unit Price 0.36	x	Factor 1.3201	=	Total 237.62		
12	09 30 16 00 0004		SF	Glazed Quarry Wall Tile								$1,180.17
			Installation	Quantity 75.00	x	Unit Price 11.92	x	Factor 1.3201	=	Total 1,180.17		
13	09 35 00 00 0001		SF	Thin Set - Epoxy MortarImpact and chemical resistant.								$277.22
			Installation	Quantity 75.00	x	Unit Price 2.80	x	Factor 1.3201	=	Total 277.22		
14	09 51 13 00 0023		SF	2' x 2' x 1/2", Vinyl Faced, Gypsum Core Ceiling Panel								$292.07
			Installation	Quantity 75.00	x	Unit Price 2.95	x	Factor 1.3201	=	Total 292.07		
15	09 53 23 00 0004		SF	2' x 2' Grid, 15/16" T Bar Ceiling Suspension System								$170.29
			Installation	Quantity 75.00	x	Unit Price 1.72	x	Factor 1.3201	=	Total 170.29		
16	09 91 23 00 0064		SF	Paint Interior Plaster/Drywall Walls, 2 Coats Paint, Brush/Roller Work								$409.23
			Installation	Quantity 500.00	x	Unit Price 0.62	x	Factor 1.3201	=	Total 409.23		

Subtotal for Section - 09 **$4,566.55**

Section - 22

17	22 00 00 00 0008	NPP		City Of Midland Warehouse Office MEP								$14,344.21
			Installation	Quantity 1.00	x	Unit Price 10,866.00	x	Factor 1.3201	=	Total 14,344.21		

Subtotal for Section - 22 **$14,344.21**

Section - 32

18	32 12 16 19 0003		SY	Cold Laid Asphalt Pavement, Rotary Plant Mixed In Place, Compacted 4" Course								$5,174.79
			Installation	Quantity 560.00	x	Unit Price 7.00	x	Factor 1.3201	=	Total 5,174.79		
19	32 16 23 00 0003		SF	5" Cast In Place Concrete Sidewalk								$611.21
			Installation	Quantity 100.00	x	Unit Price 4.63	x	Factor 1.3201	=	Total 611.21		
20	32 16 23 00 0008		EA	Finish Concrete Handicap Drop Section In SidewalkExcludes patterned (tactile) finish.								$155.40
			Installation	Quantity 2.00	x	Unit Price 58.86	x	Factor 1.3201	=	Total 155.40		

Subtotal for Section - 32 **$5,941.40**

Contractor's Price Proposal - Detail Continues..

Work Order Number: 094187.00
Work Order Title: City of Midland- Warehouse Office

Proposal Total **$36,112.26**

This total represents the correct total for the proposal. Any discrepancy between line totals, sub-totals and the proposal total is due to rounding.

The Percentage of NPP on this Proposal: **39.72%**

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 27, 2021

To: City Council / City Manager

From: Tina Jauz, Assistant City Manager

Subject: RESOLUTION APPROVING THE FISCAL YEAR 2021-2022 BUDGET OF THE MIDLAND DEVELOPMENT CORPORATION, A TYPE A CORPORATION AS AUTHORIZED BY CHAPTER 504 OF THE TEXAS LOCAL GOVERNMENT CODE (DISTRICT: NONE) (CITY MANAGER)

Purpose:

The Board of Directors of the Midland Development Corporation approved at a regular meeting on July 12, 2021, a Resolution Approving the Budget for the Midland Development Corporation's 2021-2022 Fiscal Year.

Recommended City Council Action:

Approve

Fiscal Impact:

$21,110,973

Discussion:

Midland Development Corporation's fiscal year 2022 budget enumerates its projected revenues and expenses. Budgeted revenue is $10,976,644. $9,798,329 is budgeted for prior year economic development incentives commitments, and $4,527,925 is budgeted for new economic development incentives. $1,000,000 is budgeted for promotional projects (promotional funds are used to advertise or publicize the City of Midland for the purpose of developing new and expanded business enterprises). Other budgeted expenses are personnel services, commodities, contractual services, building maintenance, maintenance of instruments and apparatus, general fund services, and capital purchases

City Manager's Office

RESOLUTION NO. _____

RESOLUTION APPROVING THE FISCAL YEAR 2021-2022 BUDGET OF THE MIDLAND DEVELOPMENT CORPORATION, A TYPE A CORPORATION AS AUTHORIZED BY CHAPTER 504 OF THE TEXAS LOCAL GOVERNMENT CODE

WHEREAS, the Midland Development Corporation approved its budget for the Fiscal Year 2021-2022 on July 12, 2021; and

WHEREAS, Chapter 501 of the Texas Local Government Code requires that said budget be approved by the City Council;

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

SECTION ONE. That the fiscal year 2021-2022 budget of the Midland Development Corporation, which is attached hereto as Exhibit A, is hereby approved subject to the conditions set out in Section Two hereof.

SECTION TWO. That the following expenditures from the fiscal year 2021-2022 budget of the Midland Development Corporation must first be approved by the City Council:

- Any expenditure from the Economic Development Incentives (53905) budget line item.
- Any contract for services (including, but not limited to, professional, consulting, engineering, promotional, and construction services) with a total contract price of $300,000.00 or above, unless such contract is being entered into pursuant to or in accordance with an agreement that was previously approved by the City Council.

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

Council members voting "AYE":

Council members voting "NAY":

_____
Patrick N. Payton, Mayor

ATTEST:

_____
Amy M. Turner, City Secretary

RECOMMENDED AND APPROVED:

_____
Robert Patrick, City Manager

APPROVED AS TO FORM ONLY:

_____
John Ohnemiller, City Attorney

MIDLAND DEVELOPMENT CORPORATION
Proposed Budget for October 1, 2021 through September 30, 2022

	ACTUAL 2019-2020	BUDGET 2020-2021	BUDGET 2021-2022
REVENUE AND RECEIPTS			
Sales Tax	$ 12,671,555	$ 9,000,000	$ 10,000,000
Public Right-Of-Way Use Fees	8,738	0	0
Interest	42,162	0	0
Interest / Non-Pooled Investment	165,456	0	0
Misc. Rentals	1,073,373	0	976,644
Reimbursement of Budget Expenses	67	0	0
Government Contributions	86,539	0	0
TOTAL REVENUE AND RECEIPTS	$ 14,047,890	$ 9,000,000	$ 10,976,644
SUMMARY OF EXPENSES BY ORGANIZATION			
50150. Nondepartmental	$ 25,083,519	$ 22,656,815	$ 21,110,973
TOTAL	$ 25,083,519	$ 22,656,815	$ 21,110,973
SUMMARY OF EXPENSES BY CLASSIFICATION			
OPERATING EXPENSES			
51000. Personnel Services	$ 728,021	$ 861,517	$ 433,650
52000. Commodities	57,755	48,200	37,800
53000. Contractual Services	20,596,074	19,672,479	15,117,404
54000. Building Maintenance	66,433	45,000	80,000
55000. Maintenance of Instruments & Apparatus	1,904	3,000	1,000
56000. Miscellaneous	1,780,825	626,619	1,941,119
57000 / 58000. Capital Purchases	1,852,507	1,400,000	3,500,000
TOTAL OPERATING EXPENSES	$ 25,083,519	$ 22,656,815	$ 21,110,973
GRAND TOTAL	$ 25,083,519	$ 22,656,815	$ 21,110,973
CURRENT YEAR NET OPERATING PROCEEDS (LESS DEPRECIATION)	$ (11,035,629.00)	$(13,656,814.98)	$ -

Exhibit A

MIDLAND DEVELOPMENT CORPORATION
Proposed Budget for October 1, 2021 through September 30, 2022

	ACTUAL 2019-2020	BUDGET 2020-2021	BUDGET 2021-2022
OPERATING EXPENSES			
51000 Personnel Services			
51010. Base Salary	$ 594,962	$ 692,150	$ 350,493
51090. FICA MDC Portion	47,829	56,756	19,742
51110. Hospital Insurance MDC Portion	41,730	55,460	30,180
51135. ACOC Profit Sharing	43,500	48,451	24,535
51140. Unemployment Insurance	0	8,700	8,700
TOTAL 51000	728,021	861,517	433,650
52000. Commodities			
52010. Office Supplies	7,941	11,000	6,000
52110. Motor Vehicle Supplies	1,054	1,000	1,000
52115. Minor Furniture and Fixtures	540	500	500
52155. Minor Computer Hardware & Peripherals	11,009	5,000	5,000
52160. Computer Minor Software & Supplies	36,880	30,000	25,000
52620. Postage	331	700	300
TOTAL 52000	57,755	48,200	37,800
53000. Contractual Services			
53010. Communications	17,676	17,000	17,000
53030. Light & Power	116	150	150
53110. Insurance - External	242,407	190,000	110,000
53212. Equipment Rental - External	3,790	5,000	5,000
53220. Marketing and Advertising	385,973	200,000	200,000
53370. Grounds Maintenance	2,623	5,000	12,000
53405. Software Maintenance	12,102	12,000	12,000
53440. External Audit Fees	23,862	20,000	24,000
53450. Consulting Fees	1,309,827	500,000	250,000
53510. Travel & Entertainment	13,101	15,000	8,000
53520. Dues and Subscriptions	25,706	20,000	20,000
53530. Training, Registration Fees	5,283	10,000	8,000
53905. Economic Development Incentives	18,445,163	18,553,329	4,527,925
53907. Business Recruitment & Retention	35,954	50,000	50,000
53909. Prior Year Committed Incentives	0	0	9,798,329
53920. Rent	72,491	75,000	75,000
TOTAL 53000	$ 20,596,074	$ 19,672,479	$ 15,117,404

MIDLAND DEVELOPMENT CORPORATION
Proposed Budget for October 1, 2021 through September 30, 2022

	ACTUAL 2019-2020	BUDGET 2020-2021	BUDGET 2021-2022
OPERATING EXPENSES			
54000 Building Mantenance			
54010. Building Maintenance	$ 66,433	$ 45,000	$ 80,000
TOTAL 54000	66,433	45,000	80,000
55000 Maintenance of Equipment			
55120. Maintenance of Instruments & App	1,904	3,000	1,000
TOTAL 55000	1,904	3,000	1,000
56000. Miscellaneous			
56188. MOTRAN	142,500	137,000	142,500
56202. General Fund Services	422,681	390,619	390,619
56410. Payment of Principal	67,168	60,000	60,000
56420. Interest Expense	10,031	12,000	12,000
56910. Depreciation Expense			336,000
56995. Project Non Capital (Promotions)	1,138,445	27,000	1,000,000
TOTAL 56000	1,780,825	626,619	1,941,119
57000 / 58000. Capital Purchases			
57001. Capital Buildings & Structures	1,073,514	0	0
57002. Capital Improvemnts Other Than Bldgs	162,761	1,400,000	3,500,000
57003. Capital Equipment	0	0	0
57004. Capital Vehicles	0	0	0
57070. Construction in Process	616,232	0	0
Total 7000 / 8000	1,852,507	1,400,000	3,500,000
GRAND TOTAL	$ 25,083,519	$ 22,656,815	$ 21,110,973

MIDLAND DEVELOPMENT CORPORATION
Summary of Revenues, Expenditures and Changes in Fund Balance

	ACTUAL 2019-2020	BUDGET 2020-2021	BUDGET 2021-2022
Balance October 1, 2019	$ 37,675,781		
Estimated Balance October 1		$ 26,640,152	$ 12,983,337
Revenues:			
Sales Taxes	12,671,555	9,000,000	10,000,000
Public Right-Of-Way Use Fees	8,738	0	0
Interest / Non-Pooled Investment Income	207,618	0	0
Misc. Rentals	1,073,373	0	976,644
Reimbursement of Budget Expenses	67	0	0
Government Contributions	86,539	0	0
Total Revenues	14,047,890	9,000,000	10,976,644
Expenditures:			
Personnel Services	728,021	861,517	433,650
Commodities	57,755	48,200	37,800
Contractual Services	20,596,074	19,672,479	15,117,404
Building Maintenance	66,433	45,000	80,000
Maintenance of Inst and App	1,904	3,000	1,000
Miscellaneous	1,780,825	626,619	1,941,119
Capital Purchases	1,852,507	1,400,000	3,500,000
Total Expenditures	25,083,519	22,656,815	21,110,973
Net Revenues (Expenditures)	(11,035,629)	(13,656,815)	(10,134,329)
Estimated Balance October 1:			
Restricted for ED Incentives	37,250,215	28,213,342	27,853,342
Restricted for Encumbrances	0	0	1,217
Restricted for Promotional Activities	3,325,459	1,399,775	1,983,275
Unappropriated Fund Balance	8,850,238	14,579,841	6,538,150
Total Estimated Balance October 1	$ 26,640,152	$ 12,983,337	$ 2,849,008

MIDLAND DEVELOPMENT CORPORATION
Proposed Budget for October 1, 2021 through September 30, 2022

	ACTUAL 2019-2020	BUDGET 2020-2021	BUDGET 2021-2022
REVENUE AND RECEIPTS			
Sales Tax	$ 12,671,555	$ 9,000,000	$ 10,000,000
Public Right-Of-Way Use Fees	8,738	0	0
Interest	42,162	0	0
Interest / Non-Pooled Investment	165,456	0	0
Misc. Rentals	1,073,373	0	976,644
Reimbursement of Budget Expenses	67	0	0
Government Contributions	86,539	0	0
TOTAL REVENUE AND RECEIPTS	$ 14,047,890	$ 9,000,000	$ 10,976,644
SUMMARY OF EXPENSES BY ORGANIZATION			
50150. Nondepartmental	$ 25,083,519	$ 22,656,815	$ 21,110,973
TOTAL	$ 25,083,519	$ 22,656,815	$ 21,110,973
SUMMARY OF EXPENSES BY CLASSIFICATION			
OPERATING EXPENSES			
51000. Personnel Services	$ 728,021	$ 861,517	$ 433,650
52000. Commodities	57,755	48,200	37,800
53000. Contractual Services	20,596,074	19,672,479	15,117,404
54000. Building Maintenance	66,433	45,000	80,000
55000. Maintenance of Instruments & Apparatus	1,904	3,000	1,000
56000. Miscellaneous	1,780,825	626,619	1,941,119
57000 / 58000. Capital Purchases	1,852,507	1,400,000	3,500,000
TOTAL OPERATING EXPENSES	$ 25,083,519	$ 22,656,815	$ 21,110,973
GRAND TOTAL	$ 25,083,519	$ 22,656,815	$ 21,110,973
CURRENT YEAR NET OPERATING PROCEEDS (LESS DEPRECIATION)	$ (11,035,629.00)	$(13,656,814.98)	$ -

MIDLAND DEVELOPMENT CORPORATION
Proposed Budget for October 1, 2021 through September 30, 2022

	ACTUAL 2019-2020	BUDGET 2020-2021	BUDGET 2021-2022
OPERATING EXPENSES			
51000 Personnel Services			
51010. Base Salary	$ 594,962	$ 692,150	$ 350,493
51090. FICA MDC Portion	47,829	56,756	19,742
51110. Hospital Insurance MDC Portion	41,730	55,460	30,180
51135. ACOC Profit Sharing	43,500	48,451	24,535
51140. Unemployment Insurance	0	8,700	8,700
TOTAL 51000	728,021	861,517	433,650
52000. Commodities			
52010. Office Supplies	7,941	11,000	6,000
52110. Motor Vehicle Supplies	1,054	1,000	1,000
52115. Minor Furniture and Fixtures	540	500	500
52155. Minor Computer Hardware & Peripherals	11,009	5,000	5,000
52160. Computer Minor Software & Supplies	36,880	30,000	25,000
52620. Postage	331	700	300
TOTAL 52000	57,755	48,200	37,800
53000. Contractual Services			
53010. Communications	17,676	17,000	17,000
53030. Light & Power	116	150	150
53110. Insurance - External	242,407	190,000	110,000
53212. Equipment Rental - External	3,790	5,000	5,000
53220. Marketing and Advertising	385,973	200,000	200,000
53370. Grounds Maintenance	2,623	5,000	12,000
53405. Software Maintenance	12,102	12,000	12,000
53440. External Audit Fees	23,862	20,000	24,000
53450. Consulting Fees	1,309,827	500,000	250,000
53510. Travel & Entertainment	13,101	15,000	8,000
53520. Dues and Subscriptions	25,706	20,000	20,000
53530. Training, Registration Fees	5,283	10,000	8,000
53905. Economic Development Incentives	18,445,163	18,553,329	4,527,925
53907. Business Recruitment & Retention	35,954	50,000	50,000
53909. Prior Year Committed Incentives	0	0	9,798,329
53920. Rent	72,491	75,000	75,000
TOTAL 53000	$ 20,596,074	$ 19,672,479	$ 15,117,404

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Unappropriated Fund Balance	8,850,238	14,579,841	6,538,150
Total Estimated Balance October 1	$ 26,640,152	$ 12,983,337	$ 2,849,008

City Council Meeting

Item Number: **10**

Meeting Date: **July 27, 2021**

To: **City Council / City Manager**

From: **Tina Jauz, Assistant City Manager**

Subject: **Motion approving a contract between the Midland Development Corporation and Strong Environmental Services, LLC, for the installation of additional security measures at the Western United Life Building (DISTRICT 2) (CITY MANAGER)**

Purpose:

The Board of Directors of the Midland Development Corporation approved at a regular meeting on July 12, 2021, a resolution authorizing the execution of a contract with Strong Environmental Services, LLC, in the amount of $57,250.00 for the installation of additional security measures at the Western United Life Building.

Recommended City Council Action:

Approve

Fiscal Impact:

$57,250.00

Discussion:

This contract, for additional security measures at the Western United Life Building, provides for steel bars and/or plating at the building's west and east entrances, as well as the 11 windows on the north of the building which are accessible from the roof of the West Texas Gas building. All these openings have been attempted or are successful points of entry by intruders.

City Manager's Office

Western United Life Building Security Contract

THIS CONTRACT, effective the 12th **day of July 2021**, by and between the Midland Development Corporation, a Type A Economic Development Corporation pursuant to Chapter 504 of the Texas Local Government Code ("*MDC*"), and **Strong Environmental Services, LLC** ("*Company*") is made for the following considerations:

1. **Cost:** Total Proposal: **$57,250.00**

2. **Scope of Work:** Company shall perform all work described for the **installation of additional security measures at the Western United Life Building**, as more particularly described in the Proposal that is attached hereto and incorporated herein for all purposes.

Exhibit A .....Proposal

3. **MDC's Representative:** "*MDC's Representative*" or "*representative*" shall mean Executive Director Sara Harris or the designee who may inspect work performed under this Contract; or such other representative, environmental consultant, supervisor, or inspector as may be authorized by MDC to act in any particular capacity under this Contract. MDC's Representative may make 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. MDC'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. MDC's Representative shall not be responsible for Company's failure to perform the work in accordance with the Contract.

4. **Company:** Unless otherwise stipulated, Company shall provide and pay for all materials, supplies, machinery, equipment, tools, superintendence, labor, insurance, and all light, 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. Exception is payment of electrical and water utilization bills. These will be the responsibility of MDC.

4.1. Other than applicable Department of State Health Services (DSHS) permits, Company shall, at its expense, obtain all permits and licenses necessary for the performance of this Contract, 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.

4.2. All work shall be completed, and all materials shall be furnished in strict conformity with the Contract specifications.

5. **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 shall 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 MDC to be done by Company to accomplish any alteration or addition to the work as shown on the specifications.

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

6. **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.

7. **INDEMNITY: COMPANY SHALL INDEMNIFY AND HOLD HARMLESS AND DEFEND MDC, THE CITY OF MIDLAND (THE "*CITY*"), AND ALL OF THEIR RESPECTIVE 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 MDC, CITY, OR ANY OF THEIR OFFICERS, AGENTS OR EMPLOYEES, INCLUDING ATTORNEY'S FEES. THE OBLIGATIONS CONTAINED IN THIS SECTION SHALL SURVIVE THE TERMINATION OF THIS CONTRACT.**

7.1. COMPANY AGREES THAT IT SHALL INDEMNIFY AND SAVE MDC AND 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 MDC 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 MDC, CITY, AND ALL OF THEIR RESPECTIVE 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 SHALL BE REQUIRED TO PAY ANY JUDGMENT WITH COSTS WHICH MAY BE OBTAINED AGAINST MDC, CITY, OR ANY OF THEIR RESPECTIVE OFFICERS, AGENTS, OR EMPLOYEES INCLUDING ATTORNEY'S FEES. THE OBLIGATIONS CONTAINED IN THIS SECTION SHALL SURVIVE THE TERMINATION OF THIS CONTRACT.

8. **Start of Work:** Company shall commence work no later than ten (10) days after receipt of the execution of this document or other written release to proceed and shall complete such work no later than 90 calendar days after release to proceed.

9. **Clean Up:** Company shall promptly remove from premises all materials condemned by MDC'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 MDC, MDC may remove and replace such at Company's expense.

10. **Warranty:** Neither the final payment nor any provision in this Contract shall relieve Company of responsibility for faulty materials or workmanship, and Company 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. MDC shall give notice of observed defects with reasonable promptness.

11. **Remedy:** MDC 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:

11.1. Defective work not remedied; or

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

11.3. Failure of Company to make payments promptly to subcontractors or for material or labor that MDC may pay as an agent for the Company; or

11.4. Damages to another contractor or subcontractor.

When the above grounds to withhold payment are removed, or Company provides a surety bond satisfactory to MDC, which shall protect MDC in the amount withheld, payment may be released.

12. **Funding Out:** In the event no funds or insufficient funds are appropriated and budgeted or are otherwise unavailable in any fiscal period for 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 MDC of any kind whatsoever.

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

14. **Payment:** After all work is completed by Company, including all change orders altering the original scope and amount of the Contract are completed, and MDC has inspected and approved that the work is completed and in compliance with the Contract and all subsequent change orders, MDC may thereafter issue payment to Company in the amount of the Contract and all change orders. MDC shall be the final judge of when the work is completed by Company. MDC, in its sole discretion, shall determine if the work under the Contract and under any change orders has been completed to MDC's requirements.

14.1. MDC may make periodic payments to Company; 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 Company and approved by MDC. The approval shall be in MDC'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.

15. **No Third-Party Beneficiary:** MDC'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.

16. **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 MDC OR CITY, 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. 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 THE CONTRACT. COMPANY FURTHER ACKNOWLEDGES AND AGREES THAT THERE WAS AND IS NO DISPARITY OF BARGAINING POWER BETWEEN MDC AND COMPANY. THIS SECTION SHALL NOT BE CONSTRUED OR INTERPRETED AS A WAIYER OF GOVERNMENTAL IMMUNITY.

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 SHALL SURVIVE THE TERMINATION OF THIS CONTRACT.

17. **Governmental Immunity:** By executing this Contract, MDC is not waiving its right of governmental immunity.

THERE IS NO WAIVER OF GOVERNMENTAL IMMUNITY.

18. **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 MDC and City as additional insureds and waive subrogation in favor of MDC and 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 MDC and City as additional insureds and waive subrogation in favor of MDC and 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 MDC and City.

All insurance required pursuant to this Contract shall provide for a waiver of subrogation in favor of MDC and City. All insurance required pursuant to this Contract, except for Workers' Compensation Insurance, shall name MDC and City as additional insureds on a claims-occurred basis. MDC and 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 MDC and the City of Midland and policies that name MDC and the City of Midland as additional insureds 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 MDC. MDC 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.

19. **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 MDC. The issue on whether or not to grant consent to an assignment is in the sole discretion of MDC.

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

21. **Governing Law and Venue:** 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 Contract, without regard to conflict on laws and rules that would direct application of the laws of another jurisdiction. The obligations and undertakings of each of the parties to this Contract shall be deemed to have occurred in Midland County, 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.

22. **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 MDC; 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 MDC and Company, its officers, agents, employees, contractors and subcontractors; and that nothing herein shall be construed as creating a partnership or joint enterprise between MDC 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 MDC. 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. 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. MDC does not have the power to direct the order in which the work is done. MDC shall not have the right to control the means, methods or details of the Company's work.

Company shall assume exclusive responsibility for the work. Company is entirely free to do the work in its own way.

23. **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 MDC Chairman, or any other reasonable official of MDC, notice in writing (consisting of one original and seven copies of notice attached to a copy of this Contract) 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 MDC Chairman within the time and manner provided herein shall exonerate, excuse and except MDC from any liability whatsoever. MDC is under no obligation to provide notice to Company that Company's notice is insufficient. MDC 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 MDC has actual or constructive notice or knowledge of said claim or alleged damages. Company agrees that the requirements of this entire

Contract are reasonable.

24. **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.

25. **Termination At Will:** MDC 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 MDC's sole discretion to cancel the Contract during the term of the Contract without penalty to MDC. 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.

26. **Governmental Function: MDC AND COMPANY HEREBY ACKNOWLEDGE AND AGREE THAT THE ENTIRETY OF MDC'S PERFORMANCE AND OBLIGATIONS UNDER THIS CONTRACT CONSTITUTES A GOVERNMENTAL FUNCTION. BY ENTERING INTO THIS CONTRACT, COMPANY RELEASES MDC FROM ANY PRESENT OR FUTURE CLAIMS ASSERTING MDC'S PERFORMANCE AND OBLIGATIONS UNDER THIS CONTRACT ARE NOT GOVERNMENTAL FUNCTIONS. MDC AND COMPANY ACKNOWLEDGE AND AGREE THAT THIS CONTRACT IS IN THE PUBLIC INTEREST AND SERVES A PUBLIC PURPOSE OF THE STATE OF TEXAS IN PROMOTING THE WELFARE OF THE GENERAL PUBLIC ECONOMICALLY.**

[Signature Pages Follow]

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

MIDLAND DEVELOPMENT CORPORATION

Wesley Bownds, Chairman

ATTEST:

Berry Simpson, Secretary

STRONG ENVIRONMENTAL SERVICES, LLC

By: _____

Name: _____

Title: _____

STATE OF _____ §
§
COUNTY OF _____ §

BEFORE ME, the undersigned authority, on this ____ day of _____, 20__, personally appeared, _____ of STRONG ENVIRONMENTAL SERVICES, LLC, 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 entity, for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the _____ day of _____, 2021.

_____
Notary Public for the State of _____

Strong Environmental Services, LLC

Texas Consulting Services
A Regulatory / Environmental Company
PO Box 9910 * Midland, TX 79708
Phone: (432) 687-5455 Cell: (432)528-4104
E-mail: *Txcs65@yahoo.com*

June 29, 2021

Midland Development Corporation
200 N. Loraine St., Ste 610
Midland, Texas 79701
Attn: Sara Harris

RE: Proposal - 304 W. Texas Avenue

To Whom It May Concern:

As requested, Texas Consulting Services has submitted a price request summary for labor, materials and installation of security measures at 304 W. Texas Avenue located in Midland, Texas. This summary is based on performing work in a single-phase process with security locations specified by the owner. The summary is as follows:

- Owner specified locations include:
  - Eleven (11) windows on north side, second floor of facility
  - West doorway adjoining west public alley
  - East doorway (Colorado St. access)

- Scope of work includes fabrication of perimeter plating and 2" x 2" steel square tubing at each location specified. Construction will specifically include square tubing in a 6" vertical spacing with an accompanying crossmember.

- Scope of work at east doorway to include adjoining south window

- Fabrication period estimated at 2 weeks with installation occurring over following 2-week period depending on material availability.

Price as Scoped and Specified: $57, 250

If you have any questions or concerns, please do not hesitate to contact our offices immediately: 432-687-5455

Sincerely,

Tony Strong
Project Engineer
DSHS Cons. Lic. # 10-5631

The above listed specifications are satisfactory and are hereby accepted BY:

SIGNATURE OF CLIENT DATE
Asbestos Abatement Acceptance

Exhibit A

City Council Meeting

Item Number: 11

Meeting Date: July 27, 2021

To: City Council / City Manager

From: Tina Jauz, Assistant City Manager

Subject: **Motion authorizing the execution of an economic development agreement with the Midland Development Corporation for the construction of certain improvements to the Midland Draw, as authorized by Chapter 501 of the Texas Local Government Code (DISTRICT 2) (CITY MANAGER)**

Purpose:

The Board of Directors of the Midland Development Corporation approved at a regular meeting on July 12, 2021, the execution of an economic development agreement with the City of Midland for the construction of certain improvements to the Midland Draw.

Recommended City Council Action:

Approve

Fiscal Impact:

$1,000,000.00

Discussion:

This agreement commits up to $1million from the MDC to widen Midland Draw between Golf Course Road and BI-20, which will reduce floodplain and open new areas for development.

ECONOMIC DEVELOPMENT AGREEMENT

THIS AGREEMENT is entered into by and between the MIDLAND DEVELOPMENT CORPORATION ("***MDC***"), an Economic Development Corporation existing under the authority of Chapter 504 of the Texas Local Government Code, and the CITY OF MIDLAND, TEXAS ("***City***"), a home-rule municipal corporation.

I.
Recitals

A. The MDC and the City desire to set forth the terms and conditions upon which incentive funds will be provided to the City as consideration for the City's construction of certain improvements to the Midland Draw (the "***Project***").

B. The Project will facilitate commercial and industrial development in the City of Midland.

C. The MDC Board of Directors (the "***Board***") and the City Council of the City of Midland, Texas (the "***Council***"), find that the purpose of this Agreement qualifies as an infrastructure improvement project under Section 501.103 of the Texas Local Government Code, and is therefore eligible for MDC funding.

D. The Board and the Council find that the Project and expenditures therefor are required or suitable for infrastructure necessary to promote or develop new or expanded business enterprises within the City of Midland.

E. The Board and the Council find that this Agreement does not constitute a direct incentive to or expenditure on behalf of a business enterprise as described in Section 501.158 of the Texas Local Government Code.

NOW, THEREFORE, in consideration of the promises and of the mutual covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, MDC and the City hereby agree as follows:

II.
Obligations of the MDC

A. Within fifteen (15) days after receiving written notice from the City that the City has entered into a contract with a third party for completion of the Project, the MDC shall provide to the City an interest-free forgivable loan in an amount equal to either: (i) fifty percent (50%) to the total construction cost of the Project, or (ii)

ONE MILLION and No/100 Dollars ($1,000,000.00), whichever is less (the "***Loan***"). The Loan shall be disbursed in one lump sum and repaid as provided in Section III of this Agreement. The MDC agrees to forgive repayment of the Loan if the conditions contained in Section III of this Agreement are met.

III.
Obligations of the City

A. **The Project.** The City agrees to use the Loan for costs associated with the widening and reshaping of the Midland Draw from Business 20 to Golf Course Road, as shown on **Exhibit A**, which is attached hereto and incorporated herein for all purposes.

The Project shall include all necessary excavation, embedment, backfill, grading, sub-grade preparation, crushed aggregate base, HMAC/concrete pavement, cross drainage, curb and gutter, water and wastewater main installation, and necessary appurtenances or other such features as determined to be necessary by the City.

Associated costs shall include but not be limited to surveying costs, bidding costs, construction costs, and inspection costs for the Project.

B. **Completion.** Upon completion of the Project, the City shall certify such to the MDC in accordance with Section VII.B hereof.

C. **Return of Unexpended Loan Funds.** Within thirty (30) days of the City's certification that the Project has been completed, the City agrees to repay to the MDC any remaining Loan funds in the possession of the City that were not expended for the Project.

D. **Repayment.** If the City fails to complete the Project by December 31, 2022, then the City agrees to repay the Loan to the MDC. The amount repayable from the Loan provided herein, shall be repaid, without interest, to the MDC on or before thirty (30) days after the MDC gives written notice to the City. Notwithstanding anything to the contrary contained anywhere in this Agreement, under no circumstances shall the City be obligated to repay the MDC an amount in excess of the total dollar amount of the Loan actually received by the City from the MDC under this Agreement.

E. **Extensions.** The Project completion date set forth herein may be extended upon a written request from the City to the MDC for an extension of the time allowed to complete the Project and the MDC providing to the City written approval of such request.

IV.
Term

Upon execution by the parties, this Agreement becomes effective on July 28, 2021, and shall terminate; (i) when the requirements set forth in Sections II and III of this Agreement are completed; (ii) when terminated by mutual agreement of the parties; or (iii) when terminated as hereinafter provided.

V.
Law

The parties are aware of statutory limitations on the Loan and the use of funds under Chapters 501 and 504 of the Texas Local Government Code, and the parties acknowledge that the funds herein granted or guaranteed shall be utilized solely for purposes authorized under that law and by the terms of this Agreement.

VI.
Documents

Prior to any payment by MDC, the City shall deliver to MDC an executed copy of this Agreement.

VII.
Special Conditions

A. **Financial Commitment.** Notwithstanding any provision hereof which might be interpreted otherwise, MDC's total financial commitment during the term of this Agreement shall not exceed $1,000,000.00 in the aggregate.

B. **Certification.** As to any certification required under this Agreement, the City shall provide a letter or email from the City Manager.

C. **Payments.** Payments to be made to the City under Section II hereof shall be made upon a written request from the City and completion of all necessary supporting documentation. The payment request and documentation should be directed to MDC Chairman, 200 North Loraine Street, Suite 610, Midland, Texas 79701.

VIII.
General Terms

A. **Entire Agreement.** This Agreement embodies the complete agreement of the parties hereto, superseding all oral or written, previous and contemporary agreements between the parties relating to matters in this Agreement; and except

as otherwise provided herein, this Agreement cannot be modified or amended without a written agreement of the parties.

B. **No Third-Party Beneficiary.** The parties' approval of the 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.

C. **Legal Relationship.** The parties are not, and shall not be considered as, joint venturers, partners, or agents of each other; and neither shall have the power to bind nor obligate the other, except as set forth in this Agreement. The parties agree not to represent to anyone that they are agents of one another or have any authority to act on behalf of one another. It is mutually understood and agreed that nothing in this Agreement is intended or shall be construed as in any way creating or establishing any partnership, joint venture, or agency between the MDC and the 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.

D. **Terminations.** This Agreement may be terminated by mutual agreement of the parties or by either party, upon the failure of the other party to fulfill an obligation as set forth herein if the default is not cured within thirty (30) days after written notice from the other party.

E. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument.

F. **Venue.** The obligations of the parties to this Agreement are deemed to have been performed in Midland County, Texas, and if legal action is necessary to enforce same, exclusive venue shall be in Midland County, Texas. All payments under this Agreement are deemed to have taken place in Midland County, Texas. The obligations and undertakings of each of the parties to this Agreement shall be deemed to have been performed in Midland County, Texas.

G. **Legal Construction.** In case one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions hereof and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

H. **Law.** This Agreement is subject to all applicable state and federal laws, MDC and City agree that they will comply in all material respects with all such applicable laws, regulations, orders and rules of the State of Texas and other such governmental agencies. This Agreement shall be governed by and construed in accordance with the laws and court decisions of the State of Texas.

I. **Assignment.** This Agreement shall be binding upon the parties hereto and their successors and assigns. This Agreement may not be assigned by the City without the prior written consent of the MDC.

J. **Notices.** All notices to either party required under this Agreement shall be sent by certified U.S. mail, postage prepaid, addressed to such party at the addresses shown below. All notices shall be deemed given on the date so deposited in the mail, unless otherwise provided herein. Either party hereto may change the address below by sending written notice of such change to the other in the manner provided herein.

If to MDC:	**If to City:**
MDC Chairman	City Manager
200 North Loraine	City of Midland
Suite 610	P.O. Box 1152
Midland, Texas 79701	Midland, Texas 79702

K. **Amendment.** This Agreement may be amended by written instrument executed by both parties expressly stating the intention to amend this Agreement.

L. **Payments.** All payments to either party required under this Agreement shall be sent either by (i) certified U.S. mail, postage prepaid, addressed to such party at the addresses shown below or (ii) via electronic internal fund transfer. All payments shall be deemed given on the date so deposited in the mail or electronically transferred, unless otherwise provided herein. Either party hereto may change the address below by sending written notice of such change to the other in the manner provided herein.

If to MDC:	**If to City:**
MDC Chairman	City Manager
200 North Loraine	City of Midland
Suite 610	P.O. Box 1152
Midland, Texas 79701	Midland, Texas 79702

M. MDC and the City hereby agree and acknowledge that this Agreement is supported by good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties.

N. This Agreement shall not be effective until approved by the Midland City Council.

IN WITNESS WHEREOF, the MDC and the City have executed this Agreement on the 27th day of July, 2021.

MIDLAND DEVELOPMENT CORPORATION

Wesley Bownds, Chairman

ATTEST:

Berry Simpson, Secretary

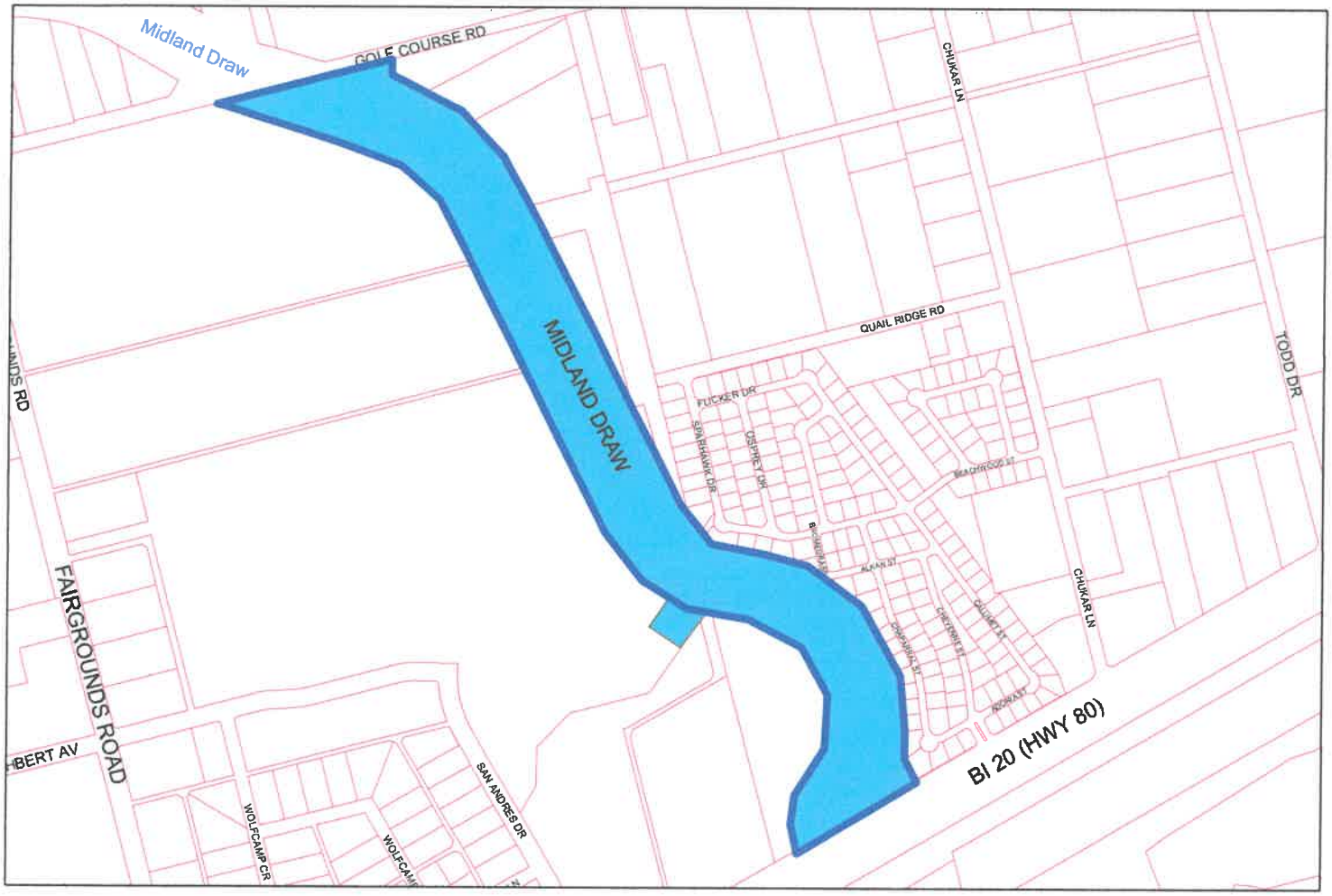
CITY OF MIDLAND, TEXAS

Patrick N. Payton, Mayor

ATTEST:

Amy M. Turner, City Secretary

Exhibit A



Midland Draw Widening Location Map

N
W E
S

0 0.04 0.08 0.16 Miles

City Council Meeting

Item Number: 12

Meeting Date: July 27, 2021

To: City Council / City Manager

From: Tina Jauz, Assistant City Manager

Subject: Motion approving a promotional agreement between the Midland Development Corporation and Dini Spheris, Inc., to advertise and publicize the City of Midland, Texas, for the purpose of developing new and expanded business enterprises (DISTRICT 2) (CITY MANAGER)

Purpose:

The Board of Directors of the Midland Development Corporation approved at a regular meeting on July 12, 2021, a promotional agreement with Dini Spheris, Inc., to advertise and publicize the City of Midland for the purpose of developing new and expanded business enterprises.

Recommended City Council Action:

Approve

Fiscal Impact:

$165,000.00

Discussion:

This agreement supports the redevelopment of Hogan Park, including campaign capacity building, lead gift strategy and solicitation, assistance with establishing a governing entity, and setting up a website and social media presence for the new entity.

PROMOTIONAL AGREEMENT

THIS PROMOTIONAL AGREEMENT ("***Agreement***") is made and effective the 13th day of July, 2021 (the "***Effective Date***"), by and between the MIDLAND DEVELOPMENT CORPORATION ("***MDC***"), an economic development corporation existing under the authority of Chapter of 504 of the Texas Local Government Code, and DINI SPHERIS, INC., a Texas corporation ("***COMPANY***"). In this Agreement, MDC and COMPANY are sometimes individually referred to as a "***Party***" and collectively referred to as the "***Parties***."

W I T N E S S E T H:

WHEREAS, MDC is authorized to expend promotional funds in order to advertise or publicize the City of Midland for the purpose of developing new and expanded business enterprises pursuant to Section 504.105 of the Texas Local Government Code; and

WHEREAS, MDC's expenditure of promotional funds for the advertising and promotional services described herein will advertise and publicize the City of Midland for the purpose of developing new and expanded business enterprises, and will thereby enhance and promote economic development within the City of Midland; and

WHEREAS, it is the desire of the Parties to combine their efforts for the purpose of promoting the City of Midland and COMPANY;

NOW, THEREFORE, in consideration of the covenants and conditions stated herein, and in consideration of the mutual benefits which will accrue to the Parties, as well as the general citizenry of the City of Midland, the Parties have agreed and do hereby agree as follows:

I. PURPOSE

The purpose of this Agreement is to state the terms and conditions under which COMPANY shall perform advertising and promotional services for MDC for the purpose of developing new and expanded business enterprises in the City of Midland and thereby enhance and promote economic development within the City of Midland.

II. OBLIGATIONS OF THE PARTIES

A. MDC Payment. MDC agrees to make payments to COMPANY in accordance with the fees and schedule contained in **Exhibit B**. The total funds provided by MDC under this Agreement shall not exceed the total fee/reimbursement amount contained in **Exhibit B**. The Parties covenant and agree that all funds provided by MDC under this Agreement are in exchange for COMPANY's advertising and promotional services as set forth herein.

B. Services. COMPANY shall use commercially reasonable efforts to provide those services described in **Exhibit A** and **Exhibit B**, which are attached hereto and incorporated herein for all purposes. COMPANY shall perform all services in a workmanlike manner. COMPANY shall coordinate with MDC's Chairman, or his designee, regarding the design, nature, content, and implementation of the services to enable the advertising and promotional activities performed hereunder to be effective and efficient in achieving the purpose of this Agreement.

C. Summary Report. During the term of this Agreement, at a time and place mutually agreed to by the Parties, COMPANY shall provide MDC with a report or presentation containing a detailed summary of COMPANY's efforts to promote new and expanded business enterprises within the City of Midland.

III. INDEPENDENT CONTRACTOR

COMPANY shall operate hereunder as an independent contractor and not as an officer, agent, servant, or employee of MDC. COMPANY shall have exclusive control of, and the exclusive right to control, the details of the work to be performed hereunder and all personnel performing the same, and shall be solely responsible for the acts and omissions of its officers, members, agents, employees or contractors. In no event shall any person participating in or performing any of COMPANY's duties or responsibilities hereunder be considered an officer, agent, or employee of MDC. Further, it is specifically understood and agreed that nothing in this Agreement is intended or shall be construed as creating a "Community of Pecuniary Interest" or "An Equal Right of Control," which would give rise to vicarious liability. COMPANY shall be an independent contractor under this Agreement and shall assume all of the rights, obligations and liabilities, applicable to it as such independent contractor hereunder. MDC does not have the power to direct the order in which the work is done. MDC shall not have the right to control the means, methods or details of COMPANY's work. COMPANY shall assume exclusive responsibility for its work.

IV. TERM OF AGREEMENT

Upon execution by the Parties, this Agreement becomes effective on the Effective Date, and shall terminate on December 14, 2021, or when terminated by mutual agreement of the Parties, or when terminated as hereinafter provided.

V. GENERAL TERMS

A. Entire Agreement. This Agreement embodies the complete agreement of the Parties, superseding all oral or written, previous and contemporary agreements between the Parties relating to matters in this Agreement; and except as otherwise provided herein, this Agreement cannot be modified or amended without a written agreement of the Parties.

B. Termination. MDC may terminate this Agreement at will for any or no reason upon giving at least ninety (90) days' written notice to COMPANY. The parties to this Agreement understand and agree that it is in MDC's sole and absolute discretion to cancel the Agreement during the term of the Agreement without penalty to MDC. COMPANY has no expectation and has received no guarantees that this Agreement will not be terminated before the end of the Agreement term. The Parties have bargained for the flexibility of terminating this Agreement upon tender of the requisite notice at any time during the term of the Agreement. All work and services under the Agreement shall be suspended upon termination of the Agreement becoming effective.

C. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument.

D. Legal Construction. In case one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions hereof and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

E. Notices. All notices to either Party required under this Agreement shall be sent by certified U.S. mail, postage prepaid, addressed to such Party at its respective address shown below. All notices shall be deemed given on the date so deposited in the mail, unless otherwise provided herein. Either Party hereto may change the address below by sending written notice of such change to the other Party.

If to MDC:	*If to COMPANY:*
Executive Director Midland Development Corp. 200 N. Loraine St., Suite 610 Midland, Texas 79701	Dini Spheris, Inc. 2727 Allen Parkway, Suite 1650 Houston, Texas 77019 Attn: Ramona R. Alms

F. Assignment. This Agreement shall be binding upon the Parties and their successors and assigns. This Agreement may not be assigned by COMPANY without the prior written consent of MDC.

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

H. Amendments. This Agreement may be amended by written instrument executed by both Parties expressly stating the intention to amend this Agreement.

I. Governmental Immunity. By executing this agreement, MDC is not waiving its right of governmental immunity. MDC is not granting consent to be sued by legislative resolution or action. **THERE IS NO WAIVER OF GOVERNMENTAL IMMUNITY.**

J. Waiver of Attorney Fees. By executing this Agreement, **THE PARTIES AGREE TO WAIVE AND DO HEREBY WAIVE ANY CLAIM THEY HAVE OR MAY HAVE AGAINST THE OTHER PARTY REGARDING THE AWARD OF ATTORNEY FEES, WHICH ARE IN ANY WAY RELATED TO THIS AGREEMENT, OR THE CONSTRUCTION, INTERPRETATION, OR BREACH OF THIS AGREEMENT. THE PARTIES SPECIFICALLY AGREE THAT IF EITHER PARTY BRINGS OR**

COMMENCES ANY LEGAL ACTION OR PROCEEDING RELATED TO THIS AGREEMENT, THE CONSTRUCTION, INTERPRETATION, VALIDITY OR BREACH OF THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO ANY ACTION PURSUANT TO THE PROVISIONS OF THE TEXAS UNIFORM DECLARATORY JUDGMENTS ACT (TEXAS CIVIL PRACTICE AND REMEDIES CODE SECTION 37.001, ET SEQ., AS AMENDED), THAT PARTY AGREES TO WAIVE AND RELINQUISH ANY AND ALL RIGHTS TO THE RECOVERY OF ATTORNEY FEES TO WHICH IT MIGHT OTHERWISE BE ENTITLED. THE OBLIGATIONS CONTAINED IN THIS SECTION SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

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

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

M. **Governmental Function.** MDC and COMPANY hereby acknowledge and agree that the entirety of MDC's performance and obligations under this Agreement is a governmental function. By entering into this Agreement, COMPANY releases MDC from any present or future claims asserting that MDC's performance or obligations under this Agreement are not governmental functions.

N. **Conflict of Terms.** If any conflict of terms or language exists between the provisions of this Agreement and the provisions contained in **Exhibit B**, precedence shall be given to the provisions of this Agreement. For the avoidance of any doubt, the provisions of this Agreement shall supersede any and all conflicting provisions contained in **Exhibit B**.

[Signature Pages Follow]

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

MIDLAND DEVELOPMENT CORPORATION

By _____
Wesley Bownds, Chairman

ATTEST:

_____
Berry Simpson, Secretary

DINI SPHERIS, INC.

By Ramona Alms

Name Ramona R Alms

Title VP & CFO

THE STATE OF TEXAS §
§
COUNTY OF MIDLAND §

BEFORE ME, the undersigned authority, on this day personally appeared RAMONA R. ALMS, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged that he/she executed and delivered the foregoing instrument for the purposes and consideration therein expressed on behalf of the DINI SPHERIS, INC.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 12th day of July, 2021.

RODNEY B. NICHOLSON
Notary Public, State of Texas
Comm. Expires 01-08-2024
Notary ID 13048950-4

Rodney B. Nicholson
Notary Public, State of Texas

Promotional Services to be Provided by Dini Spheris

1. Branding the City of Midland for the purpose of developing new and expanded business enterprises in website, brochure, and media materials.
2. Including references to the Midland Development Corporation's support for the Hogan Park re-development campaign in media releases, including advertising, social media posts, television, and newspaper coverage where appropriate.
3. Including a description and logo for the Midland Development Corporation in the Hogan Park re-development campaign website and promotional materials.

Exhibit A

DINI SPHERIS

CONSULTING SERVICES AGREEMENT

BETWEEN

DINI SPHERIS
AND
MIDLAND DEVELOPMENT CORPORATION
MIDLAND, TEXAS

Subject to the terms and conditions of the Consulting Services Agreement Terms and Conditions ("Terms and Conditions"), this Consulting Services Agreement (this "Agreement") is entered into this 15th day of **July 2021**, by and between Dini Spheris, Inc., a Texas corporation ("Dini Spheris"), and **Midland Development Corporation** (the "Client") and evidences the engagement of Dini Spheris to provide the Client with professional consulting services.

The Client is an economic development corporation existing under the authority of Chapter 504 of the Texas Local Government Code (EIN# 27-1069506) that desires to obtain professional advice and assistance in planning and implementing fundraising activities or other specific activities related to the organization's mission. Dini Spheris is a consulting firm with expertise in fundraising and management and has the personnel capable of providing the type of services desired by the Client.

The Client desires to engage Dini Spheris, and Dini Spheris agrees to perform the professional services more particularly described herein ("services").

In consideration of the premises and other mutual promises and benefits set forth below, the Client and Dini Spheris agree as follows:

1. Services. Dini Spheris shall provide Campaign Capacity Building services as follows:

   - Creation of a governing entity: Facilitate the planning to establish a governing entity for the overall Quality of Place Initiative including board development, bylaw assistance, business planning and initial staffing considerations.
   - Hogan Park Campaign Case Materials: Develop a campaign packet for general marketing and solicitation purposes which could include a brochure and/or

2727 Allen Parkway, Suite 1650 • Houston, TX 77019 • DiniSpheris.com

powerpoint presentation as well as guidance on social media or other virtual opportunities.

- Lead Gift Strategy and Solicitation: Confirm the top 10 to 20 donor prospects and develop/initiate cultivation and solicitation strategies. Develop all materials and work with volunteers to prepare them for all meetings and follow up.
- Corporate Strategy and Solicitation: Develop and execute a strategy to engage local companies in a challenge campaign. Develop all materials and plan any events associated with cultivation and solicitation strategy.
- Campaign Committee Oversight and Management: Provide guidance in committee recruitment, structure, meetings and overall management of volunteers.
- Promotional Services subcontracted through Padrón Design Studio (see Exhibit A):
  - Branding the City of Midland for the purpose of developing new and expanded business enterprises in website, brochure, and media materials.
  - Including references to the Midland Development Corporation's support for the Hogan Park re-development campaign in media releases, including advertising, social media posts, television, and newspaper coverage where appropriate.
  - Including a description and logo for the Midland Development Corporation in the Hogan Park re-development campaign website and promotional materials.

Ms. Michelle Buchanan, shall serve as primary counsel for this project. Mr. Victor Brooks, Consultant, shall assist in the delivery of these consulting services. Ms. Jacquelyn Buss, Consulting Projects Manager, shall provide logistical and administrative support. Other members of Dini Spheris may assist with these services as required.

2. Compensation and Reimbursement. The total fee for these services is $155,000. Payment of fees is due as follows:

	Dini Spheris	Padrón Retainer	Padrón Website	Monthly Total
July 15, 2021	$25,000	$5,000	$5,000	$35,000
August 15, 2021	$25,000	$5,000	$0	$30,000
September 15, 2021	$25,000	$5,000	$0	$30,000
October 15, 2021	$25,000	$5,000	$0	$30,000
November 15, 2021	$25,000	$5,000	$0	$30,000

In addition to the fee, Dini Spheris shall be entitled to reimbursement up to $10,000 for reasonable expenses incurred in performing the services, including travel, wealth screening if conducted through Dini Spheris (in excess of 500 records if referenced in services above), printing, meeting expenses and

supplies. Dini Spheris shall be solely responsible for all other expenses of its business. Dini Spheris shall bill the Client monthly for all fees and expenses incurred each month. All bills are payable within ten (10) days after receipt. Bills more than forty-five (45) days past due shall be considered delinquent and will constitute a breach of contract. Dini Spheris shall have the right to cease work for the Client until all outstanding bills from Dini Spheris are paid in full. Upon payment in full, Dini Spheris will have the right to resume the contract or to negotiate a new contract for the balance of the services.

3. **Duration and Termination**. This Agreement shall be for a term of four months, commencing **July 15, 2021** and continuing through **December 14, 2021**. Either party may terminate this Agreement at any time upon thirty (30) days' prior written notice to the other party. Upon termination of this Agreement by means of written notice prior to the end of the term, the fees payable and expenses to be reimbursed to Dini Spheris by the Client shall be those incurred to the date of termination.

4. **Notices**. Any notice given pursuant to this Agreement or the Terms and Conditions by any party to the other shall be deemed to have been given upon (i) delivery, if hand delivered, (ii) three days after the mailing, if mailed by registered or certified mail, return receipt requested, postage prepaid, (iii) on the next business day after facsimile transmission, or (iv) on the date of transmission, if sent by email, addressed to such address as any party hereunder may designate for notice purposes. Notices shall be sent to:

For Dini Spheris:
Attn: Ms. Ramona R. Alms
Vice President, Finance & Administration
Dini Spheris
2727 Allen Parkway, Suite 1650
Houston, Texas 77019
Email: ralms@dinispheris.com

For the Client:
Mailing Address
Attn: Sara Harris
Midland Development Corporation
200 N. Loraine Street, #610
Midland, Texas 79701
Email: sharris@midlandtxedc.com

5. **Billing Contact**. Dini Spheris has automated our billing processes and sends all invoices electronically via email. Please select a designated person in your organization that is to receive (not necessarily approve) monthly billing invoices from Dini Spheris and have them send an email to the following email address (ralms@dinispheris.com) so that we can set them up in our accounting system to receive monthly invoices via email. You may also complete the space below with the appropriate information:

Dini Spheris may send Client invoices to the following email address(es):

sharris@midlandtxedc.com
Client email address for receipt of monthly billing invoices.

_____

CC: this Client email address (Accounts Payable, etc.)

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written intending to be bound thereby.

Midland Development Corporation

BY: _____

NAME: Wesley Bounds

TITLE: Chairman

Dini Spheris

BY: _____

NAME: Michelle Buchanan

TITLE: Principal

Consulting Services Agreement Terms and Conditions

Unless otherwise specifically indicated, all terms used in this Consulting Services Agreement Terms and Conditions (this "Terms and Conditions") shall have the meaning as set forth in the Consulting Services Agreement (the "Agreement," and together with the Terms and Conditions, shall constitute the "Services Agreement").

1. Method of Performing Services. Dini Spheris shall determine the method, details and means of performing the work to be carried out for the Client pursuant to the Services Agreement. Dini Spheris warrants that the services performed hereunder (performed by either Dini Spheris or any subcontractor to Dini Spheris) shall be performed using the standards, practices, methods and procedures and exercising that degree of skill, care and diligence, prudence and foresight which would reasonably and ordinarily be expected from a skilled and experienced person engaged in a similar type of undertaking under the same or similar circumstances.

2. Changes to Services Rendered. The services rendered under the Services Agreement may be changed by the Client only pursuant to an amendment, approved by Dini Spheris, in its sole discretion. If the changes requested are outside the general scope of the Services Agreement, as determined by Dini Spheris, the Client and Dini Spheris shall negotiate a new agreement and fee arrangement to cover the new services.

3. Nature of the Relationship. The intent and purpose of the parties to the Services Agreement is for Dini Spheris to serve as an independent consultant for the Client in connection with providing the services. Nothing contained in the Services Agreement shall be deemed or construed to create a partnership or joint venture between the Client and Dini Spheris, or to create a relationship of employer-employee between the Client and Dini Spheris or any representative of Dini Spheris, or shall otherwise create any liability for the Client or Dini Spheris with respect to any indebtedness, liabilities or obligations of the other or any third party.

4. Governing Law. The validity, construction, enforcement and interpretation of the rights and duties of the parties to the Services Agreement shall be governed by and interpreted under the laws of the state of Texas, without regard to conflict of laws principles thereof.

~~**5. Dispute; Venue; Service of Process.** The Client and Dini Spheris agree that any dispute, controversy, or claim arising out of or relating to the relationship between the Client and Dini Spheris, including the Services Agreement and the validity of this arbitration clause, shall be submitted to and decided by binding arbitration in Harris County, Texas. Each party shall bear its own costs of arbitration; provided that, the arbitrator shall award to the prevailing party attorneys' fees, costs and necessary disbursements in addition to any other relief to which it may be entitled. Any arbitral award determination shall be final and binding on the parties and may be entered as a judgment in a court of competent jurisdiction. Each party hereby consents to service of process at the address to which notices are to be given.~~

6. Nonexclusive Services. During the term of the Services Agreement, Dini Spheris may represent, perform services for, or be retained by such additional persons or entities as Dini Spheris deems appropriate.

7. Non-Solicitation of Employees. The Client agrees that during the term of and for a period of one (1) year following the termination of the Services Agreement, it shall not directly or indirectly solicit or recruit or attempt to solicit or recruit, any person who is then employed by Dini Spheris or who had been an employee of Dini Spheris during the term of the Services Agreement regardless of the reason for the employment termination. The Client further agrees that the limitations set forth herein on its rights to employ current or former Dini Spheris employees or representatives are reasonable and necessary for the protection of Dini Spheris.

8. Severability. If any provision of the Services Agreement is held to be illegal, invalid or unenforceable under present or future laws effective during the term hereof, such provision shall be fully severable; the Services Agreement shall be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part hereof; and, the remaining provisions hereof shall remain in full force and effect and shall not be affected by the illegal, invalid or unenforceable provision or by its severance herefrom.

9. Confidentiality. The Client and Dini Spheris agree that certain confidential information regarding the business, prospects and donors of the Client and the business of Dini Spheris, including information revealed during the performance of the Services Agreement, is confidential in nature and both parties agree not to disclose the confidential information, or make use of it outside of the express purposes of the Services Agreement, without the prior written consent of the other party to the Services Agreement or except as required by law. For purposes of the Services Agreement, "confidential information" includes information regarding the finances, operations, prospects, donors and gifts of the Client; reports and surveys prepared by Dini Spheris during the course of the Services Agreement; and any information regarding the business practices or finances of Dini Spheris disclosed during the proposal process, contracting or business relationship with the Client.

10. Assignment. Neither the Client nor Dini Spheris may assign the Services Agreement or any of its rights and obligations hereunder without prior written consent of the other party, and any such attempted assignment without such prior written consent shall be void.

11. Entire Agreement. The provisions of the Agreement are incorporated herein by reference. It is mutually agreed that the Agreement and the Terms and Conditions contain the entire agreement between Dini Spheris and the Client, applying to the matters herein contained, and that the same has been entered into relying only upon the provisions contained herein and not upon any other oral or written representations by either Dini Spheris or the Client; that the Services Agreement shall supersede all representations, agreements, statements and understandings relating to such matters made prior to execution of the Agreement either orally or in writing. The Services Agreement may not be modified, supplemented or explained except as agreed upon by both an authorized representative of Dini Spheris and the Client in writing.

12. Construction. The Services Agreement is the product of the efforts of both parties and shall not be interpreted in favor of or against either Dini Spheris or the Client merely because of its effort in preparing it.

13. Headings. The headings in the Services Agreement are for convenience only; they form no part of the Services Agreement and shall not affect its interpretation. The express terms hereof control and supersede any course of performance and/or usage of the trade inconsistent with any of the terms hereof.

14. No Waiver. The failure of either Dini Spheris or the Client to enforce at any time any of the provisions of the Services Agreement, or any rights in respect hereto, or to exercise any election herein provided, shall in no way be considered to be a waiver of such provisions, rights or elections or in any way to affect the validity of the Services Agreement. The exercise by either Dini Spheris or the Client of any rights herein or any of its elections under the terms or covenants herein shall not preclude or prejudice said party from exercising the same or any other right it may have under the Services Agreement.

15. Publicity. Client agrees that Dini Spheris can include the Client's name, trademark or service mark, and logo on the Dini Spheris website and in social media announcements. Dini Spheris agrees to request additional permission relative to the inclusion of the above in any promotional advertisements for the firm exclusive of the Dini Spheris website and social media announcements. The Client grants to Dini Spheris the privilege to link directly to the Client's website from the Dini Spheris website or for social media use. Dini Spheris grants to Client the privilege of placing the Dini Spheris name, logo, trademark and website link on the Client website. At any time, at the Client's request, Dini Spheris will timely remove any reference to Client from the Dini Spheris website.

16. Disclaimer of Representations and Warranties; Sole and Exclusive Remedy; Damages. Except as provided in the Services Agreement, Dini Spheris makes no warranties, express or implied, and Dini Spheris shall have no other warranty liability to the Client. Notwithstanding anything to the contrary in the Services Agreement, as the sole and exclusive remedy to the Client for an alleged breach of any Dini Spheris warranty set forth in the Services Agreement, the maximum amount for which Dini Spheris or its affiliates shall be responsible, shall be the fee for services provided excluding all other costs pursuant to paragraph 2 of the Agreement. This clause shall be liberally construed to apply irrespective of the Client's cause of action or theory of recovery. The Client hereby waives any and all claims against Dini Spheris for consequential damages arising out of or relating to the Services Agreement.

17. Counterparts. The Agreement may be executed in one or more counterparts, each of which will be deemed an original, but all of which taken together will constitute one and the same instrument. Confirmation of execution by electronic transmission of a facsimile signature page will be binding upon any party so confirming. Any other manual signature delivered by other electronic means, including as a pdf or other image file attached to an email transmission, shall be deemed to constitute signed original counterparts thereof and shall bind the parties signing and delivering in such manner.

18. No Third-Party Beneficiaries. The Services Agreement is solely for the benefit of Dini Spheris and the Client and does not confer on third parties any remedy, claim, reimbursement, claim of action or other right in addition to those existing without reference to the Services Agreement.

City Council Meeting

Item Number: 13

Meeting Date: July 27, 2021

To: City Council / City Manager

From: Ron Jenkins, Oil and Gas Coordinator

Subject: RESOLUTION APPROVING THE ISSUANCE OF PERMITS TO MCM OPERATING, LLC ("OPERATOR") TO DRILL SEVEN OIL AND GAS WELLS LOCATED IN SECTION 6, BLOCK X, H.P. HILLIARD SURVEY, CITY OF MIDLAND, MIDLAND COUNTY, TEXAS (GENERALLY LOCATED 485 FEET SOUTH OF MOCKINGBIRD LANE AND BETWEEN 1,681 FEET AND 1,801 FEET EAST OF HOLIDAY HILL ROAD); AND PROVIDING THAT SAID PERMITS DO NOT REQUIRE A NEW ROAD REPAIR AGREEMENT BUT SHALL BE CONSOLIDATED UNDER AN EXISTING ROAD REPAIR AGREEMENT (DISTRICT 1) (DEVELOPMENT SERVICES)

Purpose:

Resolution approving the issuance of permits 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 south of Mockingbird Lane and between 1,681 feet and 1,801 feet east of Holiday Hill Road. The required 30-day public comment has passed, and the Council may consider this request. One objection received for each application.

Recommended City Council Action:

Approve

Fiscal Impact:

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

Discussion:

The Oil and Gas Advisory Committee has reviewed the well sites in detail and recommends approval with update to an exhibit. MCM Operating will be using 24 ft. tall sound walls on all sides of the well pad during drilling and fracing operations. Additionally, will be utilizing a quite

frac crew to further minimize concerns with sound. MCM Operating does have a surface agreement with the surface owner. Receiving support of the Oil & Gas Advisory Committee, MCM Operating is requesting the following variances:

1. Requesting a variance to the hours of operation for fracture stimulations and to allow for frac operations to occur during a 24-hour period which will include the use a workover rig during the completion process following the fracing operations on the subject wells.

2. Requesting a variance to the landscaping plan, the proposed fencing plan provides adequate screening from adjacent roads and parcels. Additionally, MCM Operating, LLC will work with the surface owner/developer Los Conchos Ventures, LLC on future screening and landscaping.

3. Requesting a variance to have perimeter fence around entire pad site instead of the individual wellheads.

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

Robert Patrick

City Manager's Office

RESOLUTION NO. _____

RESOLUTION APPROVING THE ISSUANCE OF PERMITS TO MCM OPERATING, LLC ("OPERATOR") TO DRILL SEVEN OIL AND GAS WELLS LOCATED IN SECTION 6, BLOCK X, H.P. HILLIARD SURVEY, CITY OF MIDLAND, MIDLAND COUNTY, TEXAS (GENERALLY LOCATED 485 FEET SOUTH OF MOCKINGBIRD LANE AND BETWEEN 1,681 FEET AND 1,801 FEET EAST OF HOLIDAY HILL ROAD); AND PROVIDING THAT SAID PERMITS DO NOT REQUIRE A NEW ROAD REPAIR AGREEMENT BUT SHALL BE CONSOLIDATED UNDER AN EXISTING ROAD REPAIR AGREEMENT

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

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

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

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

WHEREAS, notice of the public hearing on this matter was provided in accordance with Section 6-1-23(H)(1) and a public hearing was held on June 22, 2021; and

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

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

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

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

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

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

MB-1H; MB-2H; MB-3H; MB-4H; MB-5H; MB-6H; and MB-7H;

located in Section 6, Block X, H.P. Hilliard Survey, City of Midland, Midland County, Texas. Said permits shall be in forms substantially similar to those attached hereto as Exhibits "A" through "G" and incorporated herein for all legal purposes.

SECTION THREE. That said permits do not require a new road repair agreement but shall be consolidated under the existing road repair agreement between Operator and the City of Midland for Operator's wells located on the property described in Section Two

hereof.

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

Council members voting "AYE":

Council members voting "NAY":

_____
Patrick N. Payton, Mayor

ATTEST:

_____
Amy M. Turner, City Secretary

RECOMMENDED AND APPROVED:

_____
Robert Patrick, City Manager

APPROVED AS TO CONTENT
AND COMPLETENESS:

_____
Charles Harrington, Director of Development Services

APPROVED ONLY AS TO FORM:

_____
John Ohnemiller, City Attorney

OIL AND GAS WELL PERMIT

The City Council of the City of Midland, Texas, at its regular meeting on July 27, 2021, considered the application of MCM Operating, LLC ("Operator") dated April 1, 2020, to drill an oil and gas well inside the territorial limits of the City of Midland, Texas. The City Council of the City of Midland, Texas, by appropriate action approved the application and authorized the issuance of this permit.

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

The location of Operator's MB-1H oil and gas well shall be 1,681 feet from the west line and 485 feet from the north line, Section 6, Block X, H.P. Hilliard Survey, Midland County, Texas. The hole size, casing program, cement program and total depth of that well shall be in strict compliance with the proposed hole size, casing program, cementing program and proposed total depth found in Operator's application. Further, all operations done under this permit shall be done and accomplished in strict accordance with Midland City Code § 6-1-23, "Oil and Gas Well Permits Issued On or After January 1, 2010" (Ordinance 8769), which is hereby incorporated into this permit by reference and made applicable hereto with the same force and effect as if the same were copied fully in this permit, including, but not limited to, Subsections (K) through (Z).

This permit shall be effective from July 27, 2021 through July 27, 2022, and so long thereafter as oil or gas is produced, or until such time as Operator has permanently abandoned the operations of the well or facility for which this permit is issued.

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

EXHIBIT "A"

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

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

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

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

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

If the well that is the subject of this permit is not located within the County of Midland, Texas, Operator shall notify the Midland Central Appraisal District of the following: (1) the well's location within the territorial limits of the City of Midland; and (2) that the City of Midland is to be included as a taxing entity. Operator shall make said notification no later than 60 days after completion of the well.

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

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

2. No landscaping and irrigation due to adequate screening from adjacent roads and parcels.

3. In lieu of constructing a perimeter fence around this permitted well, a perimeter fence around the well pad site may be constructed. Said perimeter fence around the well pad site meeting the requirement of the City of Midland to, at a minimum, meet the requirements of the Ordinance No. 8769.

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

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

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS _____ day of July 2021.

CITY OF MIDLAND, TEXAS

BY: _____

Patrick N. Payton, Mayor

UNDERSTOOD AND AGREE THIS _____day of July 2021.

MCM Operating, LLC

By: _____

Matthew Chitwood

Vice President of Land

OIL AND GAS WELL PERMIT

The City Council of the City of Midland, Texas, at its regular meeting on July 27, 2021, considered the application of MCM Operating, LLC ("Operator") dated April 1, 2020, to drill an oil and gas well inside the territorial limits of the City of Midland, Texas. The City Council of the City of Midland, Texas, by appropriate action approved the application and authorized the issuance of this permit.

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

The location of Operator's MB-2H oil and gas well shall be 1,701 feet from the west line and 485 feet from the north line, Section 6, Block X, H.P. Hilliard Survey, Midland County, Texas. The hole size, casing program, cement program and total depth of that well shall be in strict compliance with the proposed hole size, casing program, cementing program and proposed total depth found in Operator's application. Further, all operations done under this permit shall be done and accomplished in strict accordance with Midland City Code § 6-1-23, "Oil and Gas Well Permits Issued On or After January 1, 2010" (Ordinance 8769), which is hereby incorporated into this permit by reference and made applicable hereto with the same force and effect as if the same were copied fully in this permit, including, but not limited to, Subsections (K) through (Z).

This permit shall be effective from July 27, 2021 through July 27, 2022, and so long thereafter as oil or gas is produced, or until such time as Operator has permanently abandoned the operations of the well or facility for which this permit is issued.

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

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

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

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

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

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

If the well that is the subject of this permit is not located within the County of Midland, Texas, Operator shall notify the Midland Central Appraisal District of the following: (1) the well's location within the territorial limits of the City of Midland; and (2) that the City of Midland is to be included as a taxing entity. Operator shall make said notification no later than 60 days after completion of the well.

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

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

2. No landscaping and irrigation due to adequate screening from adjacent roads and parcels.

3. In lieu of constructing a perimeter fence around this permitted well, a perimeter fence around the well pad site may be constructed. Said perimeter fence around the well pad site meeting the requirement of the City of Midland to, at a minimum, meet the requirements of the Ordinance No. 8769.

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

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

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS _____ day of July 2021.

CITY OF MIDLAND, TEXAS

BY: _____

Patrick N. Payton, Mayor

UNDERSTOOD AND AGREE THIS _____day of July 2021.

MCM Operating, LLC

By: _____

Matthew Chitwood

Vice President of Land

OIL AND GAS WELL PERMIT

The City Council of the City of Midland, Texas, at its regular meeting on July 27, 2021, considered the application of MCM Operating, LLC ("Operator") dated April 1, 2020, to drill an oil and gas well inside the territorial limits of the City of Midland, Texas. The City Council of the City of Midland, Texas, by appropriate action approved the application and authorized the issuance of this permit.

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

The location of Operator's MB-3H oil and gas well shall be 1,721 feet from the west line and 485 feet from the north line, Section 6, Block X, H.P. Hilliard Survey, Midland County, Texas. The hole size, casing program, cement program and total depth of that well shall be in strict compliance with the proposed hole size, casing program, cementing program and proposed total depth found in Operator's application. Further, all operations done under this permit shall be done and accomplished in strict accordance with Midland City Code § 6-1-23, "Oil and Gas Well Permits Issued On or After January 1, 2010" (Ordinance 8769), which is hereby incorporated into this permit by reference and made applicable hereto with the same force and effect as if the same were copied fully in this permit, including, but not limited to, Subsections (K) through (Z).

This permit shall be effective from July 27, 2021 through July 27, 2022, and so long thereafter as oil or gas is produced, or until such time as Operator has permanently abandoned the operations of the well or facility for which this permit is issued.

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

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

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

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

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

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

If the well that is the subject of this permit is not located within the County of Midland, Texas, Operator shall notify the Midland Central Appraisal District of the following: (1) the well's location within the territorial limits of the City of Midland; and (2) that the City of Midland is to be included as a taxing entity. Operator shall make said notification no later than 60 days after completion of the well.

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

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

2. No landscaping and irrigation due to adequate screening from adjacent roads and parcels.

3. In lieu of constructing a perimeter fence around this permitted well, a perimeter fence around the well pad site may be constructed. Said perimeter fence around the well pad site meeting the requirement of the City of Midland to, at a minimum, meet the requirements of the Ordinance No. 8769.

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

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

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS _____ day of July 2021.

CITY OF MIDLAND, TEXAS

BY: _____

Patrick N. Payton, Mayor

UNDERSTOOD AND AGREE THIS _____day of July 2021.

MCM Operating, LLC

By: _____

Matthew Chitwood

Vice President of Land

OIL AND GAS WELL PERMIT

The City Council of the City of Midland, Texas, at its regular meeting on July 27, 2021, considered the application of MCM Operating, LLC ("Operator") dated April 1, 2020, to drill an oil and gas well inside the territorial limits of the City of Midland, Texas. The City Council of the City of Midland, Texas, by appropriate action approved the application and authorized the issuance of this permit.

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

The location of Operator's MB-4H oil and gas well shall be 1,741 feet from the west line and 485 feet from the north line, Section 6, Block X, H.P. Hilliard Survey, Midland County, Texas. The hole size, casing program, cement program and total depth of that well shall be in strict compliance with the proposed hole size, casing program, cementing program and proposed total depth found in Operator's application. Further, all operations done under this permit shall be done and accomplished in strict accordance with Midland City Code § 6-1-23, "Oil and Gas Well Permits Issued On or After January 1, 2010" (Ordinance 8769), which is hereby incorporated into this permit by reference and made applicable hereto with the same force and effect as if the same were copied fully in this permit, including, but not limited to, Subsections (K) through (Z).

This permit shall be effective from July 27, 2021 through July 27, 2022, and so long thereafter as oil or gas is produced, or until such time as Operator has permanently abandoned the operations of the well or facility for which this permit is issued.

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

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

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

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

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

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

If the well that is the subject of this permit is not located within the County of Midland, Texas, Operator shall notify the Midland Central Appraisal District of the following: (1) the well's location within the territorial limits of the City of Midland; and (2) that the City of Midland is to be included as a taxing entity. Operator shall make said notification no later than 60 days after completion of the well.

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

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

2. No landscaping and irrigation due to adequate screening from adjacent roads and parcels.

3. In lieu of constructing a perimeter fence around this permitted well, a perimeter fence around the well pad site may be constructed. Said perimeter fence around the well pad site meeting the requirement of the City of Midland to, at a minimum, meet the requirements of the Ordinance No. 8769.

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

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

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS _____ day of July 2021.

CITY OF MIDLAND, TEXAS

BY: _____

Patrick N. Payton, Mayor

UNDERSTOOD AND AGREE THIS _____day of July 2021.

MCM Operating, LLC

By: _____

Matthew Chitwood

Vice President of Land

OIL AND GAS WELL PERMIT

The City Council of the City of Midland, Texas, at its regular meeting on July 27, 2021, considered the application of MCM Operating, LLC ("Operator") dated April 1, 2020, to drill an oil and gas well inside the territorial limits of the City of Midland, Texas. The City Council of the City of Midland, Texas, by appropriate action approved the application and authorized the issuance of this permit.

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

The location of Operator's MB-5H oil and gas well shall be 1,761 feet from the west line and 485 feet from the north line, Section 6, Block X, H.P. Hilliard Survey, Midland County, Texas. The hole size, casing program, cement program and total depth of that well shall be in strict compliance with the proposed hole size, casing program, cementing program and proposed total depth found in Operator's application. Further, all operations done under this permit shall be done and accomplished in strict accordance with Midland City Code § 6-1-23, "Oil and Gas Well Permits Issued On or After January 1, 2010" (Ordinance 8769), which is hereby incorporated into this permit by reference and made applicable hereto with the same force and effect as if the same were copied fully in this permit, including, but not limited to, Subsections (K) through (Z).

This permit shall be effective from July 27, 2021 through July 27, 2022, and so long thereafter as oil or gas is produced, or until such time as Operator has permanently abandoned the operations of the well or facility for which this permit is issued.

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

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

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

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

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

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

If the well that is the subject of this permit is not located within the County of Midland, Texas, Operator shall notify the Midland Central Appraisal District of the following: (1) the well's location within the territorial limits of the City of Midland; and (2) that the City of Midland is to be included as a taxing entity. Operator shall make said notification no later than 60 days after completion of the well.

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

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

2. No landscaping and irrigation due to adequate screening from adjacent roads and parcels.

3. In lieu of constructing a perimeter fence around this permitted well, a perimeter fence around the well pad site may be constructed. Said perimeter fence around the well pad site meeting the requirement of the City of Midland to, at a minimum, meet the requirements of the Ordinance No. 8769.

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

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

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS _____ day of July 2021.

CITY OF MIDLAND, TEXAS

BY: _____

Patrick N. Payton, Mayor

UNDERSTOOD AND AGREE THIS _____day of July 2021.

MCM Operating, LLC

By: _____

Matthew Chitwood

Vice President of Land

OIL AND GAS WELL PERMIT

The City Council of the City of Midland, Texas, at its regular meeting on July 27, 2021, considered the application of MCM Operating, LLC ("Operator") dated April 1, 2020, to drill an oil and gas well inside the territorial limits of the City of Midland, Texas. The City Council of the City of Midland, Texas, by appropriate action approved the application and authorized the issuance of this permit.

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

The location of Operator's MB-6H oil and gas well shall be 1,781 feet from the west line and 485 feet from the north line, Section 6, Block X, H.P. Hilliard Survey, Midland County, Texas. The hole size, casing program, cement program and total depth of that well shall be in strict compliance with the proposed hole size, casing program, cementing program and proposed total depth found in Operator's application. Further, all operations done under this permit shall be done and accomplished in strict accordance with Midland City Code § 6-1-23, "Oil and Gas Well Permits Issued On or After January 1, 2010" (Ordinance 8769), which is hereby incorporated into this permit by reference and made applicable hereto with the same force and effect as if the same were copied fully in this permit, including, but not limited to, Subsections (K) through (Z).

This permit shall be effective from July 27, 2021 through July 27, 2022, and so long thereafter as oil or gas is produced, or until such time as Operator has permanently abandoned the operations of the well or facility for which this permit is issued.

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

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

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

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GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS _____ day of July 2021.

CITY OF MIDLAND, TEXAS

BY: _____

Patrick N. Payton, Mayor

UNDERSTOOD AND AGREE THIS _____day of July 2021.

MCM Operating, LLC

By: _____

Matthew Chitwood

Vice President of Land

OIL AND GAS WELL PERMIT

The City Council of the City of Midland, Texas, at its regular meeting on July 27, 2021, considered the application of MCM Operating, LLC ("Operator") dated April 1, 2020, to drill an oil and gas well inside the territorial limits of the City of Midland, Texas. The City Council of the City of Midland, Texas, by appropriate action approved the application and authorized the issuance of this permit.

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

The location of Operator's MB-7H oil and gas well shall be 1,801 feet from the west line and 485 feet from the north line, Section 6, Block X, H.P. Hilliard Survey, Midland County, Texas. The hole size, casing program, cement program and total depth of that well shall be in strict compliance with the proposed hole size, casing program, cementing program and proposed total depth found in Operator's application. Further, all operations done under this permit shall be done and accomplished in strict accordance with Midland City Code § 6-1-23, "Oil and Gas Well Permits Issued On or After January 1, 2010" (Ordinance 8769), which is hereby incorporated into this permit by reference and made applicable hereto with the same force and effect as if the same were copied fully in this permit, including, but not limited to, Subsections (K) through (Z).

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NOTWITHSTANDING ANY OTHER PROVISION, OPERATOR HEREBY RELEASES, ACQUITS, RELINQUISHES AND FOREVER DISCHARGES CITY OF MIDLAND, CITY OF MIDLAND'S EMPLOYEES AND OFFICERS, FROM ANY AND ALL DEMANDS, CLAIMS, DAMAGES OR CAUSES OF ACTION OF ANY KIND WHATSOEVER WHICH OPERATOR HAS OR MIGHT HAVE IN THE FUTURE, INCLUDING BUT NOT LIMITED TO BREACH OF CONTRACT, QUANTUM MERUIT, CLAIMS UNDER THE DUE PROCESS AND TAKING CLAUSES OF THE TEXAS AND UNITED STATES CONSTITUTIONS, TORT CLAIMS OR CITY OF MIDLAND'S NEGLIGENCE.

OPERATOR AGREES TO INDEMNIFY AND HOLD HARMLESS AND DEFEND THE CITY OF MIDLAND, THE CITY'S OFFICERS, AGENTS, AND EMPLOYEES FROM ANY AND ALL CLAIMS, LOSSES, DAMAGES, CAUSES OF ACTION, SUITS, AND LIABILITY OF ANY KIND, INCLUDING ALL EXPENSES OF LITIGATION, COURT COSTS, AND ATTORNEY'S FEES, FOR INJURY TO OR DEATH OF ANY PERSON, OR FOR DAMAGE TO ANY PROPERTY ARISING OUT OF OR IN CONNECTION WITH THE WORK DONE BY OPERATOR UNDER AN OIL AND GAS WELL PERMIT WHERE SUCH INJURIES, DEATH, OR DAMAGES ARE CAUSED BY OPERATOR'S SOLE NEGLIGENCE OR THE JOINT NEGLIGENCE OF THE OPERATOR AND ANY OTHER PERSON OR ENTITY.

A right-of-way license agreement approved by a resolution of the Midland City Council is required for any oil and/or gas flowline or pipeline or any other device associated with a proposed well site that extends into, on, above, in, under, across or through any City rights-of-way, including but not limited to streets, alleys, and utility and drainage rights-of-way.

If the well that is the subject of this permit is not located within the County of Midland, Texas, Operator shall notify the Midland Central Appraisal District of the following: (1) the well's location within the territorial limits of the City of Midland; and (2) that the City of Midland is to be included as a taxing entity. Operator shall make said notification no later than 60 days after completion of the well.

The Midland City Council, in granting this permit, also grants the following variance(s):

1. Twenty-four hour hydraulic fracturing operations and use of a workover rig during the completion process directly following the fracing operations.

2. No landscaping and irrigation due to adequate screening from adjacent roads and parcels.

3. In lieu of constructing a perimeter fence around this permitted well, a perimeter fence around the well pad site may be constructed. Said perimeter fence around the well pad site meeting the requirement of the City of Midland to, at a minimum, meet the requirements of the Ordinance No. 8769.

Sound walls shall be used during drilling and completion operations as noted in the application.

This permit shall constitute a written contract for purposes of insurance requirements.

In addition to the requirements of this permit and the Midland City Code § 6-1-23, "Oil and Gas Well Permits Issued On or After January 1, 2010" (Ordinance 8769), including, but not limited to Subsections (K) through (Z), Operator shall develop, maintain and operate the well described herein in accordance with the conditions, limitations and safeguards contained in Operator's application for said well.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS _____ day of July 2021.

CITY OF MIDLAND, TEXAS

BY: _____

Patrick N. Payton, Mayor

UNDERSTOOD AND AGREE THIS _____day of July 2021.

MCM Operating, LLC

By: _____

Matthew Chitwood

Vice President of Land

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
4/1/2021	MCM Operating, LLC	223 W. Wall Street, Suite 400 Midland, TX 79701

Representative Name	Representative Address (within Midland City Limits)	Rep. Tele. (432) 704-2500
Matthew Chitwood	223 W. Wall St,Ste. 400 Midland,TX	Rep. Fax
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 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):***

Emergency Contact Representative (Name, Address, 24-Hour Tele. No.):

Matthew Chitwood - (817) 675-6680 (Cell Phone)
223 W. Wall Street, Suite 400 Midland, TX 79701

Other Permitted Wells in City ***(ATTACH EXHIBIT B*** **[see § J(26)]).**

II. Mineral Ownership

Name(s) and Address(es) of Mineral Estate Lessors (under applicable lease):

1. Attached as Exhibit "C"
2.
3.

ATTACHED AS EXHIBIT C **is (a** ***Title Opinion by*** Dawson Parrish, PC ***, a licensed Texas Attorney/Title Commitment by Abstract Company/a Take-off from , a Certified Petroleum Landman/an opinion letter from ,*** ***a licensed Texas Attorney)*** **indicating that [Operator] has a legal right to develop the mineral estate that is the subject of this Application. [See § J(5)].**

III. Surface Ownership & Use

General Description of Current Surface Use (within 860 feet of proposed surface location):

- Existing single family residences to the north
- Undeveloped and existing oil and gas facilities to the east
- Undeveloped, existing oil and gas facilities, future single family residences to the south
- Undeveloped and existing oil and gas facilities to the west

ATTACHED AS EXHIBIT D **is Current Tax Roll from Midland Central Appraisal District), which lists**

***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: MB-1H

Proposed Hole Size, Casing Program and Cementing Program (attach Exhibit as Necessary)[See § J(11) and § L(4)]:

Attached as Exhibit V.

Legal Description of Proposed Well Site:
SHL - 1,681' FWL and 485' FNL-Situated in Section 6, A-15, Block X, H.P. Hilliard Survey, Midland County, TX

BHL - 330' FWL and 50' FSL-Situated in Section 18, A-681,Block 39, T-1-S,T& P RR Co, Midland County,TX

***ATTACHED AS EXHIBIT G* is the Location Site Plan [See § J(9)].**

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***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 $25,000. *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)].**

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(1) Drilling:
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(2) Opera tions:

Electrical.

Description of water source to be used during Drilling:

Water will be stored in off-site frac ponds. Water source will be from an off-site water well or trucked if necessary.

Description of all electric lines to production facilities (reference exhibits as necessary) [See § L(10)]:

Attached as Exhibit N

Plan detailing construction, location, and closure of pits used for Drilling and Completion operations (attach exhibit if necessary) [See § J(35)]:

Attached as 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* are 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 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)].**

MCM Operating, LLC
[NAME OF COMPANY]

By Matt Chitwood
Its Vice President of Land

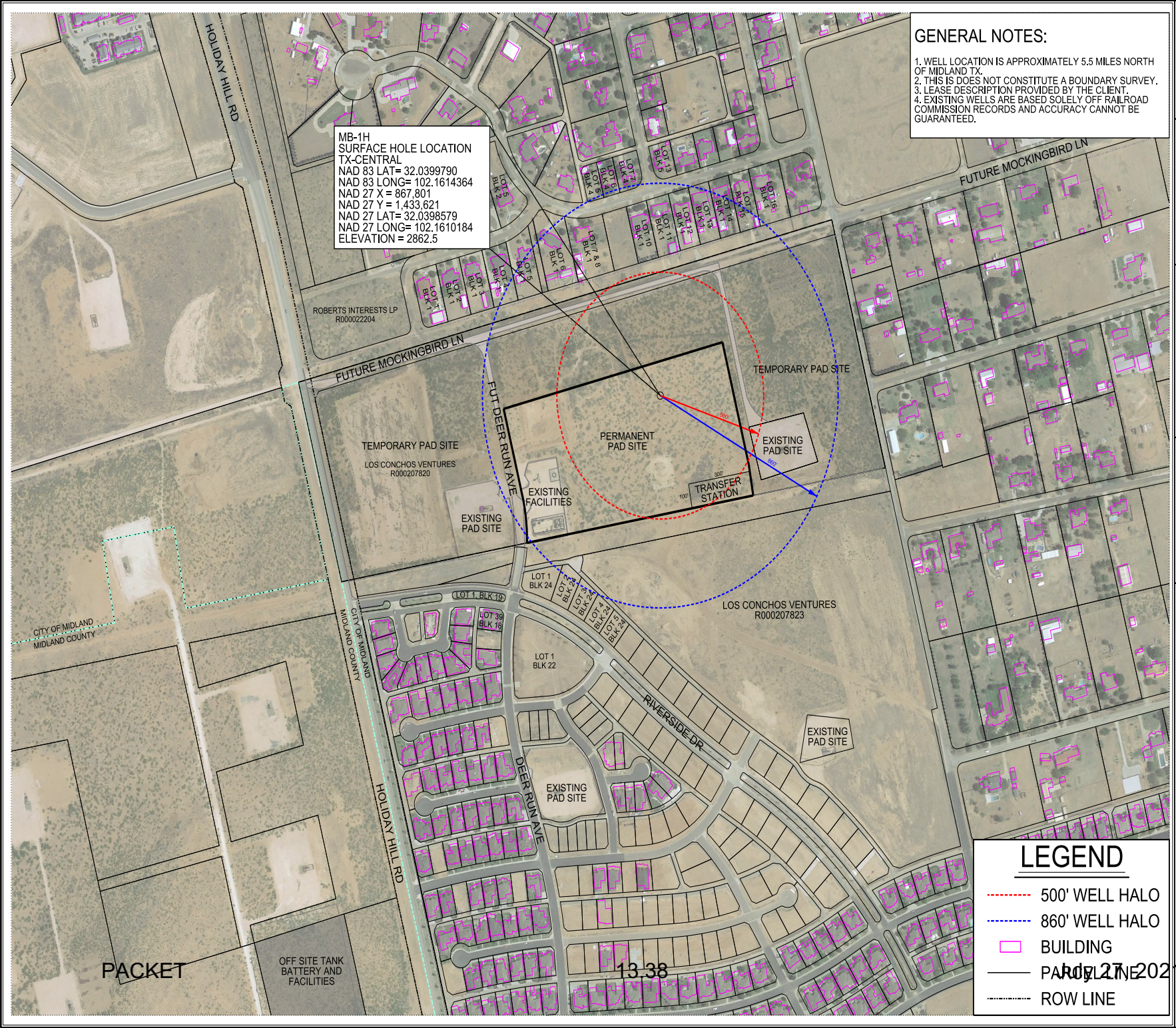
State of Texas)

County of Midland)

Matt Chitwood , 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.

Adam Borgman
Notary Public, State of Texas

ADAM MURRAY BORGMAN
Notary Public, State of Texas
Comm. Expires 03-16-2022
Notary ID 128191650
[SEAL]



GENERAL NOTES:

1. WELL LOCATION IS APPROXIMATELY 5.5 MILES NORTH OF MIDLAND TX.
2. THIS IS DOES NOT CONSTITUTE A BOUNDARY SURVEY.
3. LEASE DESCRIPTION PROVIDED BY THE CLIENT.
4. EXISTING WELLS ARE BASED SOLELY OFF RAILROAD COMMISSION RECORDS AND ACCURACY CANNOT BE GUARANTEED.

LEGEND

- 500' WELL HALO
- 860' WELL HALO
- BUILDING
- PARCEL LINE
- ROW LINE

MOCKINGBIRD PROSPECT

OIL AND GAS PERMIT
MIDLAND, TX

APPLICANT:

MCM OPERATING, LLC
223 W. WALL ST., SUITE 400
MIDLAND, TX 79701
PHONE: (432) 685-1790

SITE PLAN PREPARED BY:

PELOTON LAND SOLUTIONS

9800 HILLWOOD PARKWAY
SUITE 250
FORT WORTH, TX 76177
PHONE: 817-562-3350

TBPE FIRM NO. 12207
TBPLS FIRM NO. 10177700

WELLS AND PADS STAKED BY:

LNV
an Ardurra Company

LNV
801 NAVIGATION BLVD., SUITE 300
CORPUS CHRISTI, TX 78408
PHONE: (361) 883-1984
TBPLS FIRM NO. 10126500

PROJECT NO:	MCM20001
FILE PATH:	Planning\Exhibits\MB-1H
DRAWN BY:	AW
REVIEWED BY:	CH
DATE:	3/23/2021
REV:	

NORTH

0 200' 400' 600'
GRAPHIC SCALE

SHEET CONTENT

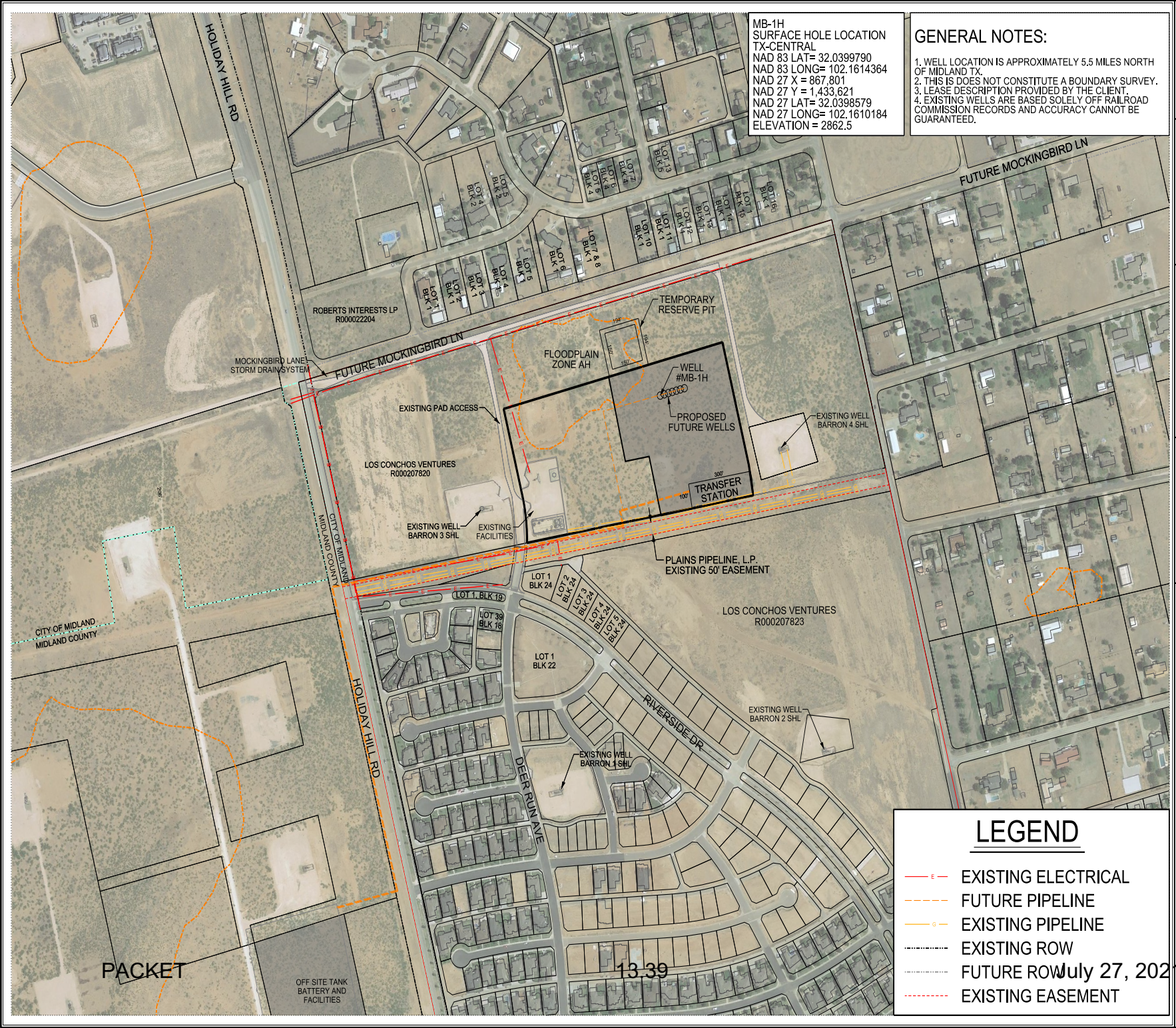
EXHIBIT 'E'

AERIAL SITE PLAN

MOCKINGBIRD
MB-1H

Situated in Section 6, A-15
Block X, H.P. Hilliard Survey,
Midland County, Texas

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OIL AND GAS PERMIT
MIDLAND, TX

APPLICANT:

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SHEET CONTENT

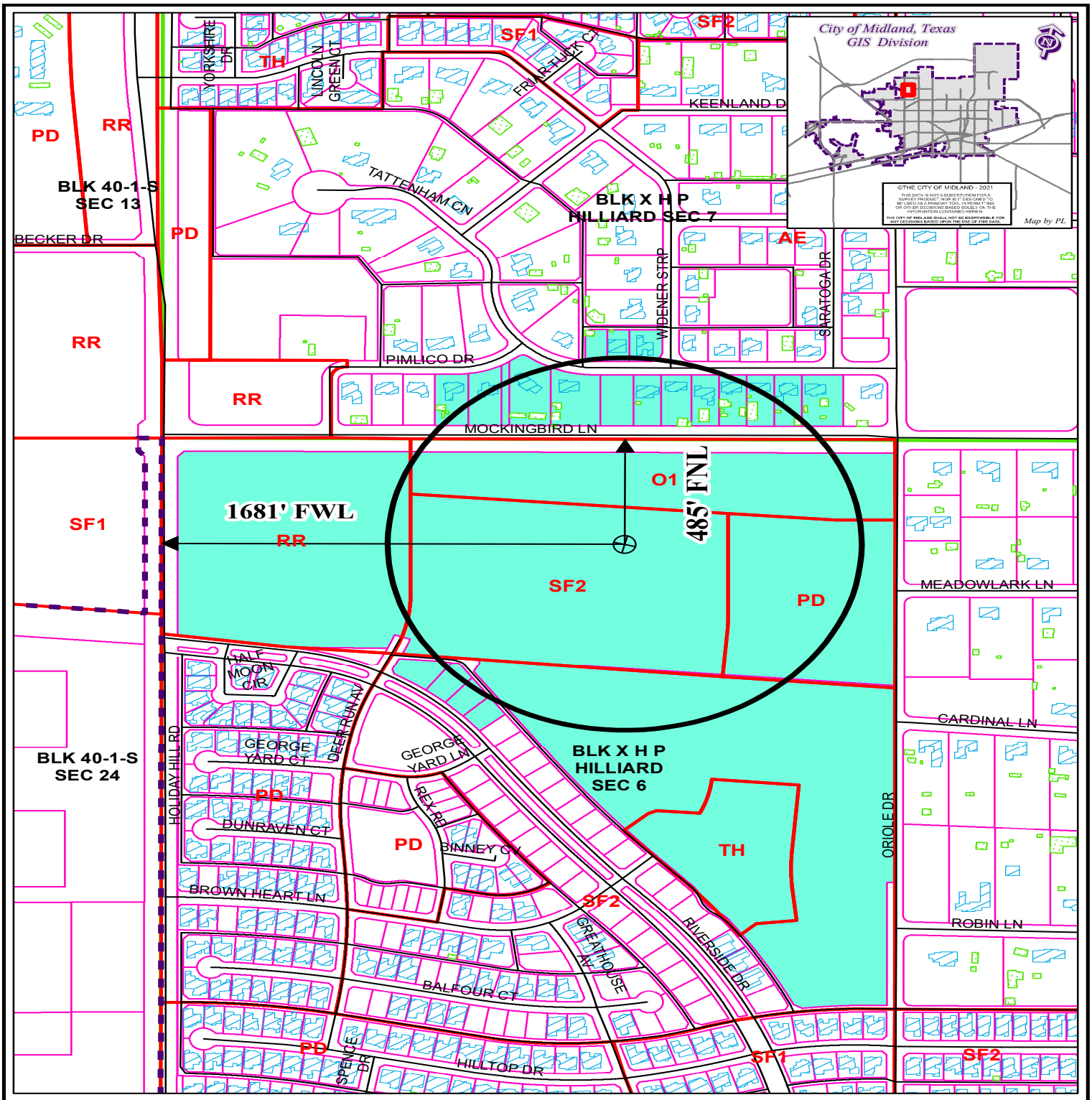
EXHIBIT 'G' - 1

DRILL SITE, GATHERING LINES, ACCESS ROAD, ELECTRIC

MOCKINGBIRD MB-1H

Situated in Section 6, A-15 Block X, H.P. Hilliard Survey, Midland County, Texas

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LOCATION AND ZONING MAP

Oil-033420-2021 **Scale: 1" = 500'**

Consider a request for a Permit to drill an Oil and Gas Well within the City Limits located 485' FNL and 1,681' FWL, Section 6, Block X, H.P. Hilliard Survey, Midland County, Texas.

Generally located 485 feet south of Mockingbird Lane and 1,681 feet east of Holiday Hill Road.

MB-1H

LEGEND

CITY PARCELS	PUBLIC BLDGS	CITY LIMITS
COUNTY PARCELS	PRIVATE BLDGS	860 FT. BUFFER
ZONING	ACCESSORY BLDGS	SURVEY SEC.

ZONING DISTRICTS:

FD	FUTURE DEVELOPMENT	BP	BUSINESS PARK
PD	PLANNED DISTRICT	P	PARKING
AE	AGRICULTURE ESTATE	01, 02	OFFICE
CE	COUNTRY ESTATE	NS	NEIGHBORHOOD SERVICE
1F1, 1F2, 1F3	ONE-FAMILY DWELLING	LR1, LR2, LR3	LOW RETAIL
MH	MOBILE HOME DWELLING	C1, C2, C3	COMMERCIAL
TH	TOWNHOUSE DWELLING	IP ,IP1, IP2, IP3	INDUSTRIAL PARK
2F	TWO-FAMILY DWELLING	LI	LIGHT INDUSTRY
MF1, MF2	MULTIPLE FAMILY DWELLING	HI	HEAVY INDUSTRY

OIL AND GAS WELL PERMIT

The City Council of the City of Midland, Texas, at its regular meeting on July 27, 2021, considered the application of MCM Operating, LLC ("Operator") dated April 1, 2020, to drill an oil and gas well inside the territorial limits of the City of Midland, Texas. The City Council of the City of Midland, Texas, by appropriate action approved the application and authorized the issuance of this permit.

This documentation hereby constitutes a permit, issued in accordance with Midland City Code § 6-1-23, "Oil and Gas Well Permits Issued On or After January 1, 2010" (Ordinance 8769), to drill an oil and gas well as requested in Operator's application that has been filed with the Oil & Gas Compliance Coordinator and is incorporated herein for all legal purposes.

The location of Operator's MB-1H oil and gas well shall be 1,681 feet from the west line and 485 feet from the north line, Section 6, Block X, H.P. Hilliard Survey, Midland County, Texas. The hole size, casing program, cement program and total depth of that well shall be in strict compliance with the proposed hole size, casing program, cementing program and proposed total depth found in Operator's application. Further, all operations done under this permit shall be done and accomplished in strict accordance with Midland City Code § 6-1-23, "Oil and Gas Well Permits Issued On or After January 1, 2010" (Ordinance 8769), which is hereby incorporated into this permit by reference and made applicable hereto with the same force and effect as if the same were copied fully in this permit, including, but not limited to, Subsections (K) through (Z).

This permit shall be effective from July 27, 2021 through July 27, 2022, and so long thereafter as oil or gas is produced, or until such time as Operator has permanently abandoned the operations of the well or facility for which this permit is issued.

The issuance of this permit by the City of Midland does not in any way alter or modify the rights as between the surface estate owner(s) and mineral estate owner(s) if there exists a severance of the surface estate and mineral estate. This permit in no way exempts Operator from its responsibilities or obligations as to third parties. The issuance of this permit only means that Operator has, at this time, complied with Midland City Code § 6-1-23, "Oil and Gas Well Permits Issued On or After January 1, 2010" (Ordinance No. 8769) and that the Midland City Council, as a regulatory body, will allow Operator to proceed under the conditions of this permit. The issuance of this permit is intended to be only a negative pronouncement that grants no affirmative rights to the permittee to occupy the property. It is expressly provided

that this permit does not authorize a trespass by the permittee as to any third party. This permit does not in any way restrict the use of the surface estate. Securing a permit does not authorize Operator to act with impunity as to third parties, nor does it insulate Operator from the consequences of its actions with regard to those third parties. The receipt of a permit does not undertake to adjudicate property rights.

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Matthew Chitwood

Vice President of Land

MIDLAND
Planning Division

APPLICATION FOR OIL AND GAS PERMIT

(Pursuant to Midland City Ordinance No. 8769)

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***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* are 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 approved by the City Engineer relating to Applicant's proposed operations. [See § J(21)].**

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MCM Operating, LLC
[NAME OF COMPANY]

By Matt Chitwood
Its Vice President of Land

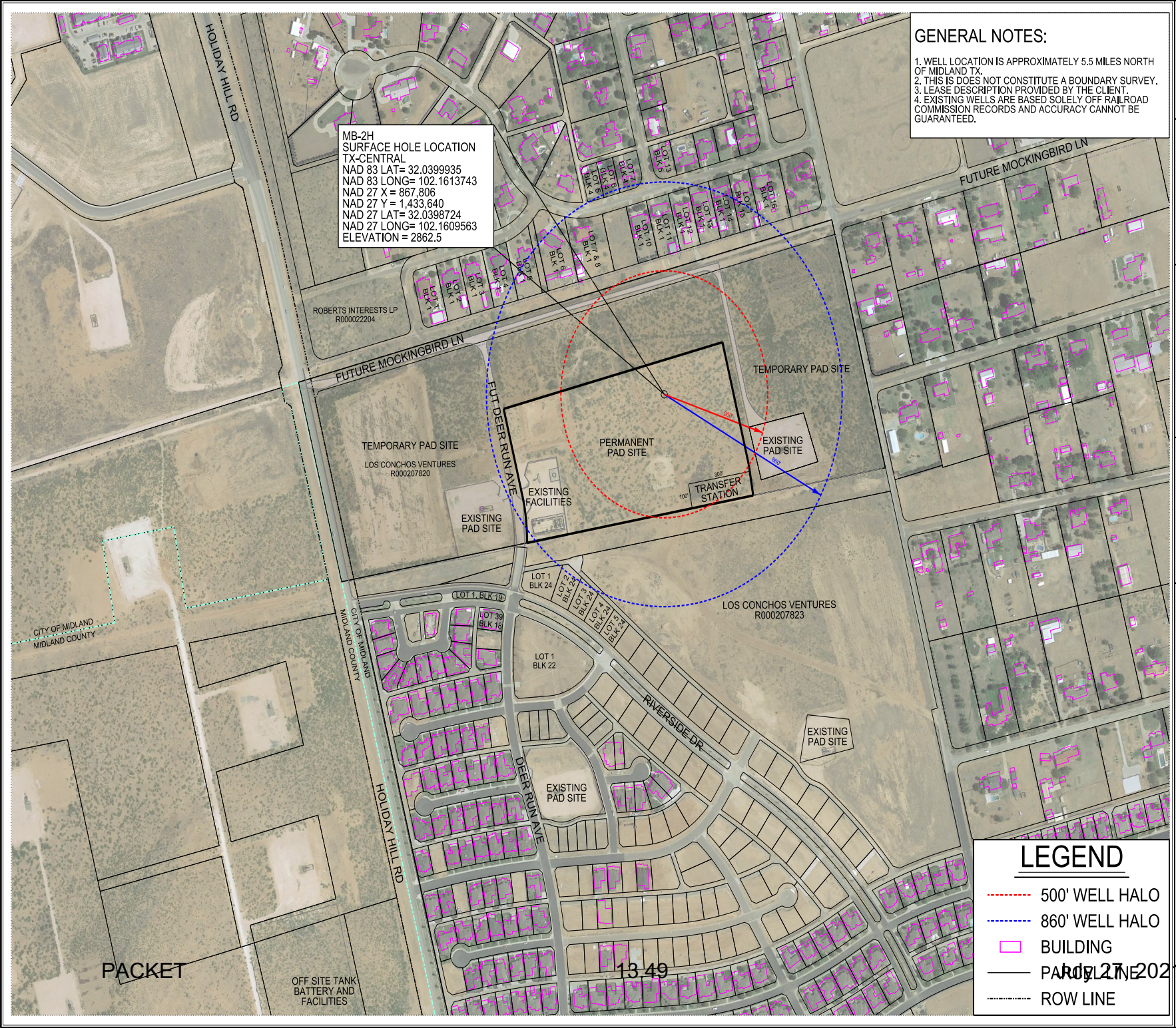
State of Texas)

County of Midland)

Matt Chitwood, 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.

Adam Borgman
Notary Public, State of Texas

ADAM MURRAY BORGMAN
Notary Public, State of Texas
Comm. Expires 03-16-2022
Notary ID 128191650
[SEAL]



GENERAL NOTES:

1. WELL LOCATION IS APPROXIMATELY 5.5 MILES NORTH OF MIDLAND TX.
2. THIS IS DOES NOT CONSTITUTE A BOUNDARY SURVEY.
3. LEASE DESCRIPTION PROVIDED BY THE CLIENT.
4. EXISTING WELLS ARE BASED SOLELY OFF RAILROAD COMMISSION RECORDS AND ACCURACY CANNOT BE GUARANTEED.

LEGEND

- 500' WELL HALO
- 860' WELL HALO
- BUILDING
- PARCEL LINE
- ROW LINE

MOCKINGBIRD PROSPECT

OIL AND GAS PERMIT
MIDLAND, TX

APPLICANT:

MCM OPERATING, LLC
223 W. WALL ST., SUITE 400
MIDLAND, TX 79701
PHONE: (432) 685-1790

SITE PLAN PREPARED BY:

PELOTON LAND SOLUTIONS

9800 HILLWOOD PARKWAY
SUITE 250
FORT WORTH, TX 76177
PHONE: 817-562-3350

TBPE FIRM NO. 12207
TBPLS FIRM NO. 10177700

WELLS AND PADS STAKED BY:

LNV
an Ardurra Company

LNV
801 NAVIGATION BLVD., SUITE 300
CORPUS CHRISTI, TX 78408
PHONE: (361) 883-1984
TBPLS FIRM NO. 10126500

PROJECT NO:	MCM20001
FILE PATH:	Planning\Exhibits\MB-1H
DRAWN BY:	AW
REVIEWED BY:	CH
DATE:	3/23/2021
REV:	

NORTH

0 200' 400' 600'
GRAPHIC SCALE

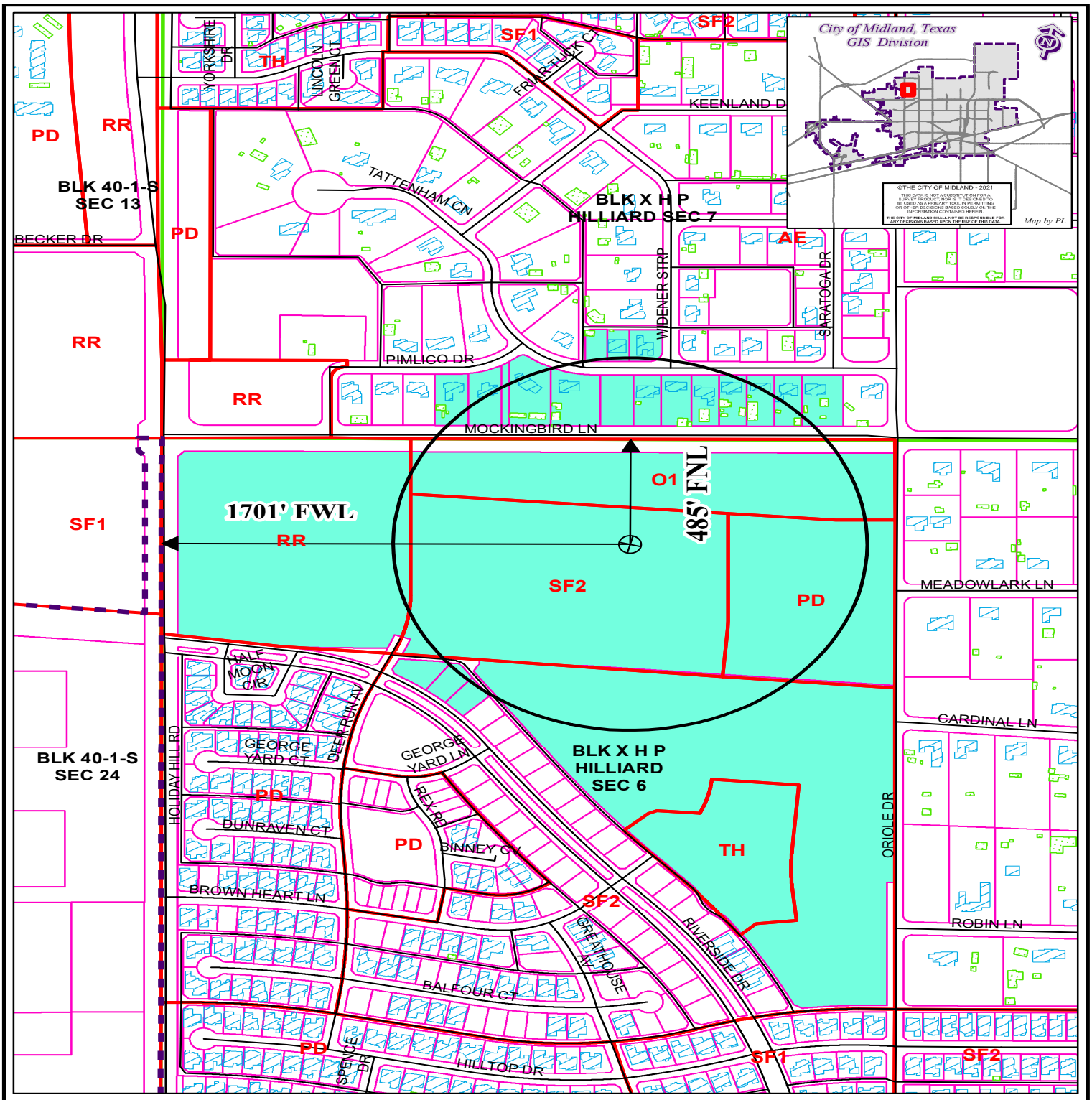
SHEET CONTENT

EXHIBIT 'E'

AERIAL SITE PLAN
MOCKINGBIRD
MB-2H

Situated in Section 6, A-15
Block X, H.P. Hilliard Survey,
Midland County, Texas

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LOCATION AND ZONING MAP

Oil-033419-2021 **Scale: 1" = 500'**

Consider a request for a Permit to drill an Oil and Gas Well within the City Limits located 485' FNL and 1,701' FWL, Section 6, Block X, H.P. Hilliard Survey, Midland County, Texas.

Generally located 485 feet south of Mockingbird Lane and 1,701 feet east of Holiday Hill Road.

MB-2H

LEGEND

CITY PARCELS	PUBLIC BLDGS	CITY LIMITS
COUNTY PARCELS	PRIVATE BLDGS	860 FT. BUFFER
ZONING	ACCESSORY BLDGS	SURVEY SEC.

ZONING DISTRICTS:

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2F	TWO-FAMILY DWELLING	LI	LIGHT INDUSTRY
MF1, MF2	MULTIPLE FAMILY DWELLING	HI	HEAVY INDUSTRY

OIL AND GAS WELL PERMIT

The City Council of the City of Midland, Texas, at its regular meeting on July 27, 2021, considered the application of MCM Operating, LLC ("Operator") dated April 1, 2020, to drill an oil and gas well inside the territorial limits of the City of Midland, Texas. The City Council of the City of Midland, Texas, by appropriate action approved the application and authorized the issuance of this permit.

This documentation hereby constitutes a permit, issued in accordance with Midland City Code § 6-1-23, "Oil and Gas Well Permits Issued On or After January 1, 2010" (Ordinance 8769), to drill an oil and gas well as requested in Operator's application that has been filed with the Oil & Gas Compliance Coordinator and is incorporated herein for all legal purposes.

The location of Operator's MB-2H oil and gas well shall be 1,701 feet from the west line and 485 feet from the north line, Section 6, Block X, H.P. Hilliard Survey, Midland County, Texas. The hole size, casing program, cement program and total depth of that well shall be in strict compliance with the proposed hole size, casing program, cementing program and proposed total depth found in Operator's application. Further, all operations done under this permit shall be done and accomplished in strict accordance with Midland City Code § 6-1-23, "Oil and Gas Well Permits Issued On or After January 1, 2010" (Ordinance 8769), which is hereby incorporated into this permit by reference and made applicable hereto with the same force and effect as if the same were copied fully in this permit, including, but not limited to, Subsections (K) through (Z).

This permit shall be effective from July 27, 2021 through July 27, 2022, and so long thereafter as oil or gas is produced, or until such time as Operator has permanently abandoned the operations of the well or facility for which this permit is issued.

The issuance of this permit by the City of Midland does not in any way alter or modify the rights as between the surface estate owner(s) and mineral estate owner(s) if there exists a severance of the surface estate and mineral estate. This permit in no way exempts Operator from its responsibilities or obligations as to third parties. The issuance of this permit only means that Operator has, at this time, complied with Midland City Code § 6-1-23, "Oil and Gas Well Permits Issued On or After January 1, 2010" (Ordinance No. 8769) and that the Midland City Council, as a regulatory body, will allow Operator to proceed under the conditions of this permit. The issuance of this permit is intended to be only a negative pronouncement that grants no affirmative rights to the permittee to occupy the property. It is expressly provided

that this permit does not authorize a trespass by the permittee as to any third party. This permit does not in any way restrict the use of the surface estate. Securing a permit does not authorize Operator to act with impunity as to third parties, nor does it insulate Operator from the consequences of its actions with regard to those third parties. The receipt of a permit does not undertake to adjudicate property rights.

This permit granted by the City of Midland does not act to immunize Operator from civil tort liability from private parties for actions arising out of the use of the permit. This is because the permit is a "negative pronouncement" that grants no affirmative rights to the permittee. The issuance of this permit does not authorize any injury to persons or property or an invasion of other property rights, or any infringement of State or local law or regulations. Operator has obtained a permit from the City of Midland but the consequences of acting under the permit have not been immunized. The fact that the City of Midland has issued a permit to drill an oil and gas well does not shield Operator from third party tort liability stemming from the consequences of the permitted activity.

NOTWITHSTANDING ANY OTHER PROVISION, OPERATOR HEREBY RELEASES, ACQUITS, RELINQUISHES AND FOREVER DISCHARGES CITY OF MIDLAND, CITY OF MIDLAND'S EMPLOYEES AND OFFICERS, FROM ANY AND ALL DEMANDS, CLAIMS, DAMAGES OR CAUSES OF ACTION OF ANY KIND WHATSOEVER WHICH OPERATOR HAS OR MIGHT HAVE IN THE FUTURE, INCLUDING BUT NOT LIMITED TO BREACH OF CONTRACT, QUANTUM MERUIT, CLAIMS UNDER THE DUE PROCESS AND TAKING CLAUSES OF THE TEXAS AND UNITED STATES CONSTITUTIONS, TORT CLAIMS OR CITY OF MIDLAND'S NEGLIGENCE.

OPERATOR AGREES TO INDEMNIFY AND HOLD HARMLESS AND DEFEND THE CITY OF MIDLAND, THE CITY'S OFFICERS, AGENTS, AND EMPLOYEES FROM ANY AND ALL CLAIMS, LOSSES, DAMAGES, CAUSES OF ACTION, SUITS, AND LIABILITY OF ANY KIND, INCLUDING ALL EXPENSES OF LITIGATION, COURT COSTS, AND ATTORNEY'S FEES, FOR INJURY TO OR DEATH OF ANY PERSON, OR FOR DAMAGE TO ANY PROPERTY ARISING OUT OF OR IN CONNECTION WITH THE WORK DONE BY OPERATOR UNDER AN OIL AND GAS WELL PERMIT WHERE SUCH INJURIES, DEATH, OR DAMAGES ARE CAUSED BY OPERATOR'S SOLE NEGLIGENCE OR THE JOINT NEGLIGENCE OF THE OPERATOR AND ANY OTHER PERSON OR ENTITY.

A right-of-way license agreement approved by a resolution of the Midland City Council is required for any oil and/or gas flowline or pipeline or any other device associated with a proposed well site that extends into, on, above, in, under, across or through any City rights-of-way, including but not limited to streets, alleys, and utility and drainage rights-of-way.

If the well that is the subject of this permit is not located within the County of Midland, Texas, Operator shall notify the Midland Central Appraisal District of the following: (1) the well's location within the territorial limits of the City of Midland; and (2) that the City of Midland is to be included as a taxing entity. Operator shall make said notification no later than 60 days after completion of the well.

The Midland City Council, in granting this permit, also grants the following variance(s):

1. Twenty-four hour hydraulic fracturing operations and use of a workover rig during the completion process directly following the fracing operations.

2. No landscaping and irrigation due to adequate screening from adjacent roads and parcels.

3. In lieu of constructing a perimeter fence around this permitted well, a perimeter fence around the well pad site may be constructed. Said perimeter fence around the well pad site meeting the requirement of the City of Midland to, at a minimum, meet the requirements of the Ordinance No. 8769.

Sound walls shall be used during drilling and completion operations as noted in the application.

This permit shall constitute a written contract for purposes of insurance requirements.

In addition to the requirements of this permit and the Midland City Code § 6-1-23, "Oil and Gas Well Permits Issued On or After January 1, 2010" (Ordinance 8769), including, but not limited to Subsections (K) through (Z), Operator shall develop, maintain and operate the well described herein in accordance with the conditions, limitations and safeguards contained in Operator's application for said well.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS _____ day of July 2021.

CITY OF MIDLAND, TEXAS

BY: _____

Patrick N. Payton, Mayor

UNDERSTOOD AND AGREE THIS _____day of July 2021.

MCM Operating, LLC

By: _____

Matthew Chitwood

Vice President of Land

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
4/1/2021	MCM Operating, LLC	223 W. Wall Street, Suite 400 Midland, TX 79701

Representative Name	Representative Address (within Midland City Limits)	Rep. Tele. (432) 704-2500
Matthew Chitwood	223 W. Wall St,Ste. 400 Midland,TX	Rep. Fax
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 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):***

Emergency Contact Representative (Name, Address, 24-Hour Tele. No.):

Matthew Chitwood - (817) 675-6680 (Cell Phone)
223 W. Wall Street, Suite 400 Midland, TX 79701

Other Permitted Wells in City ***(ATTACH EXHIBIT B*** **[see § J(26)]).**

II. Mineral Ownership

Name(s) and Address(es) of Mineral Estate Lessors (under applicable lease):

1. Attached as Exhibit "C"
2.
3.

ATTACHED AS EXHIBIT C **is (a** ***Title Opinion by*** Dawson Parrish, PC ***, a licensed Texas Attorney/Title Commitment by Abstract Company/a Take-off from , a Certified Petroleum Landman/an opinion letter from ,*** ***a licensed Texas Attorney)*** **indicating that [Operator] has a legal right to develop the mineral estate that is the subject of this Application. [See § J(5)].**

III. Surface Ownership & Use

General Description of Current Surface Use (within 860 feet of proposed surface location):

- Existing single family residences to the north
- Undeveloped and existing oil and gas facilities to the east
- Undeveloped, existing oil and gas facilities, future single family residences to the south
- Undeveloped and existing oil and gas facilities to the west

ATTACHED AS EXHIBIT D **is Current Tax Roll from Midland Central Appraisal District), which lists**

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: MB-3H

Proposed Hole Size, Casing Program and Cementing Program (attach Exhibit as Necessary)[See § J(11) and § L(4)]:

Attached as Exhibit V.

Legal Description of Proposed Well Site:
SHL - 1,721' FWL and 485' FNL-Situated in Section 6, A-15, Block X,H.P. Hilliard Survey, Midland County, TX

BHL - 990' FWL and 50' FSL-Situated in Section 18, A-681,Block 39, T-1-S,T& P RR Co, Midland County,TX

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 **is the Road Repair Agreement and** ***Letter of Credit/Certificate of Deposit/Surety Bond*** **in the amount of at least $25,000.** ***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 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) Opera tions:

Electrical.

Description of water source to be used during Drilling:

Water will be stored in off-site frac ponds. Water source will be from an off-site water well or trucked if necessary.

Description of all electric lines to production facilities (reference exhibits as necessary) [See § L(10)]:

Attached as Exhibit N

Plan detailing construction, location, and closure of pits used for Drilling and Completion operations (attach exhibit if necessary) [See § J(35)]:

Attached as Exhibit O

V. Additional Required Exhibits

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[NAME OF COMPANY]

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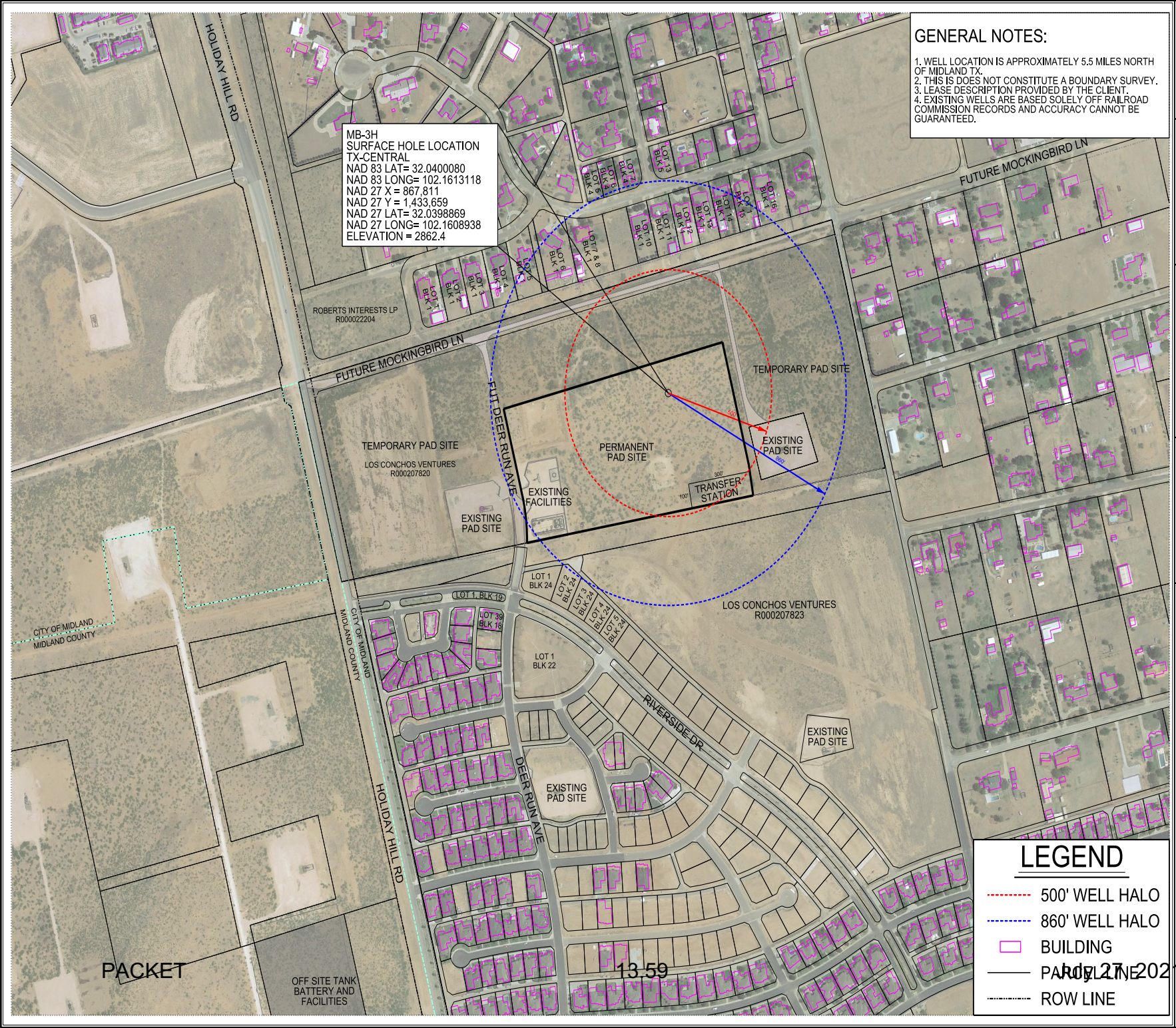
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MIDLAND, TX

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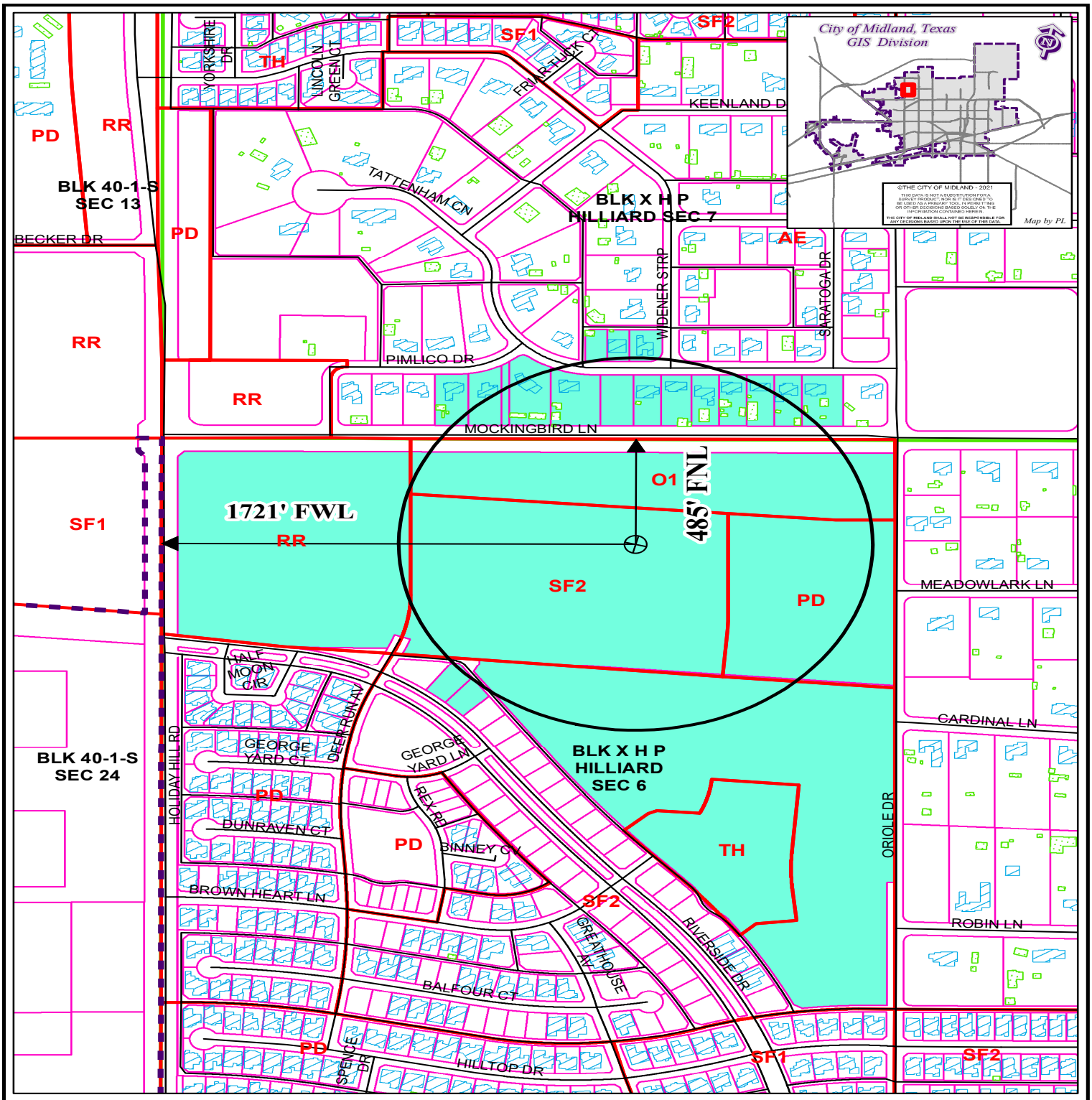
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Printed by: alwilson
3/24/2021 9:14:44 AM



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Sound walls shall be used during drilling and completion operations as noted in the application.

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In addition to the requirements of this permit and the Midland City Code § 6-1-23, "Oil and Gas Well Permits Issued On or After January 1, 2010" (Ordinance 8769), including, but not limited to Subsections (K) through (Z), Operator shall develop, maintain and operate the well described herein in accordance with the conditions, limitations and safeguards contained in Operator's application for said well.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS _____ day of July 2021.

CITY OF MIDLAND, TEXAS

BY: _____

Patrick N. Payton, Mayor

UNDERSTOOD AND AGREE THIS _____day of July 2021.

MCM Operating, LLC

By: _____

Matthew Chitwood

Vice President of Land

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
4/1/2021	MCM Operating, LLC	223 W. Wall Street, Suite 400 Midland, TX 79701

Representative Name	Representative Address (within Midland City Limits)	Rep. Tele. (432) 704-2500
Matthew Chitwood	223 W. Wall St,Ste. 400 Midland,TX	Rep. Fax
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 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):***

Emergency Contact Representative (Name, Address, 24-Hour Tele. No.):
Matthew Chitwood - (817) 675-6680 (Cell Phone)
223 W. Wall Street, Suite 400 Midland, TX 79701

Other Permitted Wells in City ***(ATTACH EXHIBIT B*** **[see § J(26)]).**

II. Mineral Ownership

Name(s) and Address(es) of Mineral Estate Lessors (under applicable lease):

1. Attached as Exhibit "C"
2.
3.

ATTACHED AS EXHIBIT C **is (a** ***Title Opinion by*** Dawson Parrish, PC , ***a licensed Texas Attorney/Title Commitment by Abstract Company/a Take-off from*** , ***a Certified Petroleum Landman/an opinion letter from*** , ***a licensed Texas Attorney)*** **indicating that [Operator] has a legal right to develop the mineral estate that is the subject of this Application. [See § J(5)].**

III. Surface Ownership & Use

General Description of Current Surface Use (within 860 feet of proposed surface location):

- Existing single family residences to the north
- Undeveloped and existing oil and gas facilities to the east
- Undeveloped, existing oil and gas facilities, future single family residences to the south
- Undeveloped and existing oil and gas facilities to the west

ATTACHED AS EXHIBIT D **is Current Tax Roll from Midland Central Appraisal District), which lists**

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: MB-4H

Proposed Hole Size, Casing Program and Cementing Program (attach Exhibit as Necessary)[See § J(11) and § L(4)]:

Attached as Exhibit V.

Legal Description of Proposed Well Site:
SHL - 1,741' FWL and 485' FNL-Situated in Section 6, A-15, Block X,H.P. Hilliard Survey, Midland County, TX

BHL - 1,270' FWL and 50' FSL-Situated in Section 18, A-681,Block 39, T-1-S,T& P RR Co, Midland County,TX

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 **is the Road Repair Agreement and** ***Letter of Credit/Certificate of Deposit/Surety Bond*** **in the amount of at least $25,000.** ***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 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) Opera tions:

Electrical.

Description of water source to be used during Drilling:

Water will be stored in off-site frac ponds. Water source will be from an off-site water well or trucked if necessary.

Description of all electric lines to production facilities (reference exhibits as necessary) [See § L(10)]:

Attached as Exhibit N

Plan detailing construction, location, and closure of pits used for Drilling and Completion operations (attach exhibit if necessary) [See § J(35)]:

Attached as 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 **are 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 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)].**

MCM Operating, LLC
[NAME OF COMPANY]

By Matt Chitwood
Its Vice President of Land

State of Texas)

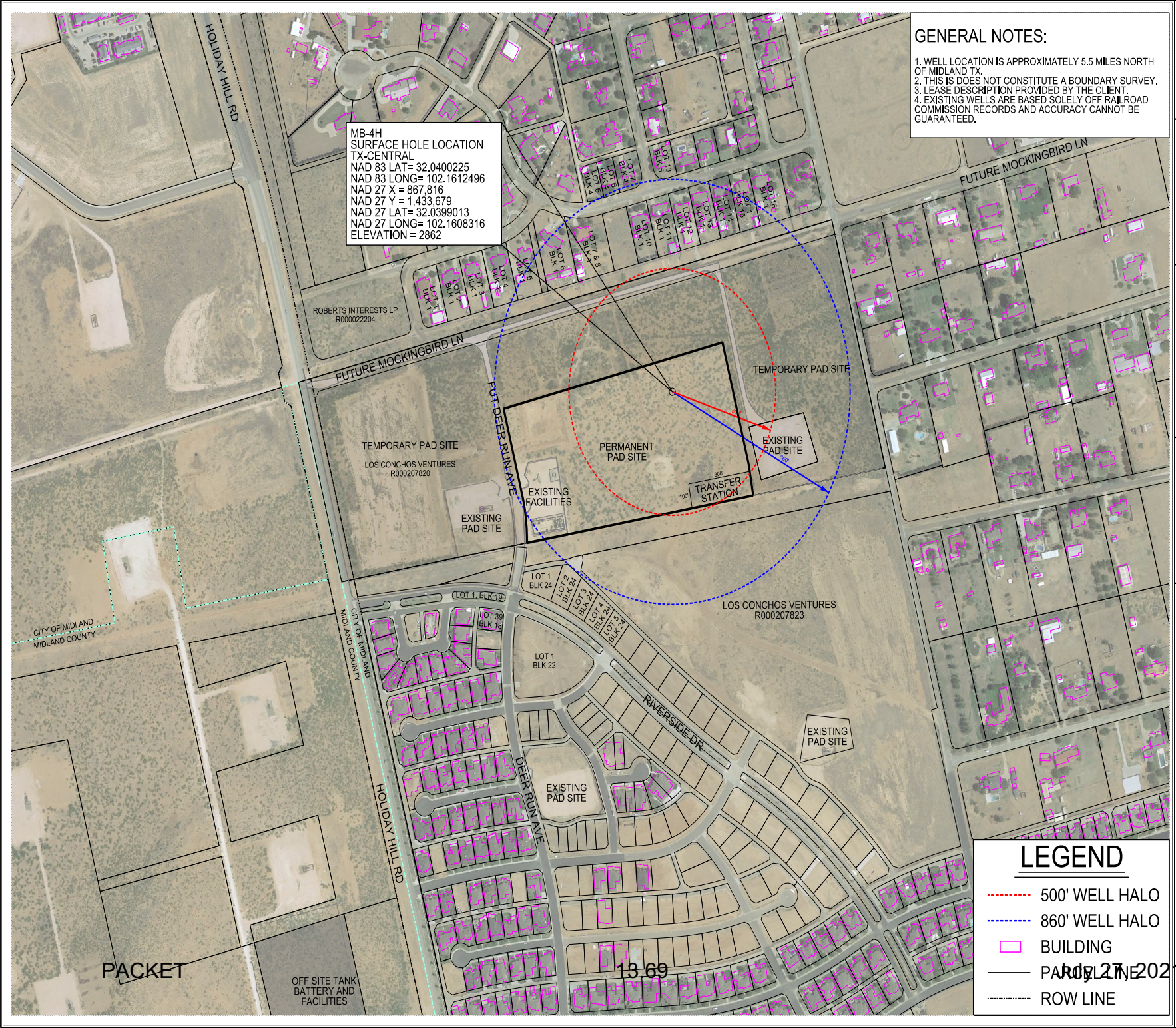
County of Midland)

Matt Chitwood, 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.

Adam Borgman
Notary Public, State of Texas

ADAM MURRAY BORGMAN
Notary Public, State of Texas
Comm. Expires 03-16-2022
Notary ID 128191650

[SEAL]



GENERAL NOTES:

1. WELL LOCATION IS APPROXIMATELY 5.5 MILES NORTH OF MIDLAND TX.
2. THIS IS DOES NOT CONSTITUTE A BOUNDARY SURVEY.
3. LEASE DESCRIPTION PROVIDED BY THE CLIENT.
4. EXISTING WELLS ARE BASED SOLELY OFF RAILROAD COMMISSION RECORDS AND ACCURACY CANNOT BE GUARANTEED.

LEGEND

- 500' WELL HALO
- 860' WELL HALO
- BUILDING
- PARCEL LINE
- ROW LINE

MOCKINGBIRD PROSPECT

OIL AND GAS PERMIT
MIDLAND, TX

APPLICANT:

MCM OPERATING, LLC
223 W. WALL ST., SUITE 400
MIDLAND, TX 79701
PHONE: (432) 685-1790

SITE PLAN PREPARED BY:

PELOTON LAND SOLUTIONS

9800 HILLWOOD PARKWAY
SUITE 250
FORT WORTH, TX 76177
PHONE: 817-562-3350

TBPE FIRM NO. 12207
TBPLS FIRM NO. 10177700

WELLS AND PADS STAKED BY:

LNV
801 NAVIGATION BLVD., SUITE 300
CORPUS CHRISTI, TX 78408
PHONE: (361) 883-1984
TBPLS FIRM NO. 10126500

PROJECT NO:	MCM20001
FILE PATH:	Planning\Exhibits\MB-1H
DRAWN BY:	AW
REVIEWED BY:	CH
DATE:	3/23/2021
REV:	

NORTH

0 200' 400' 600'
GRAPHIC SCALE

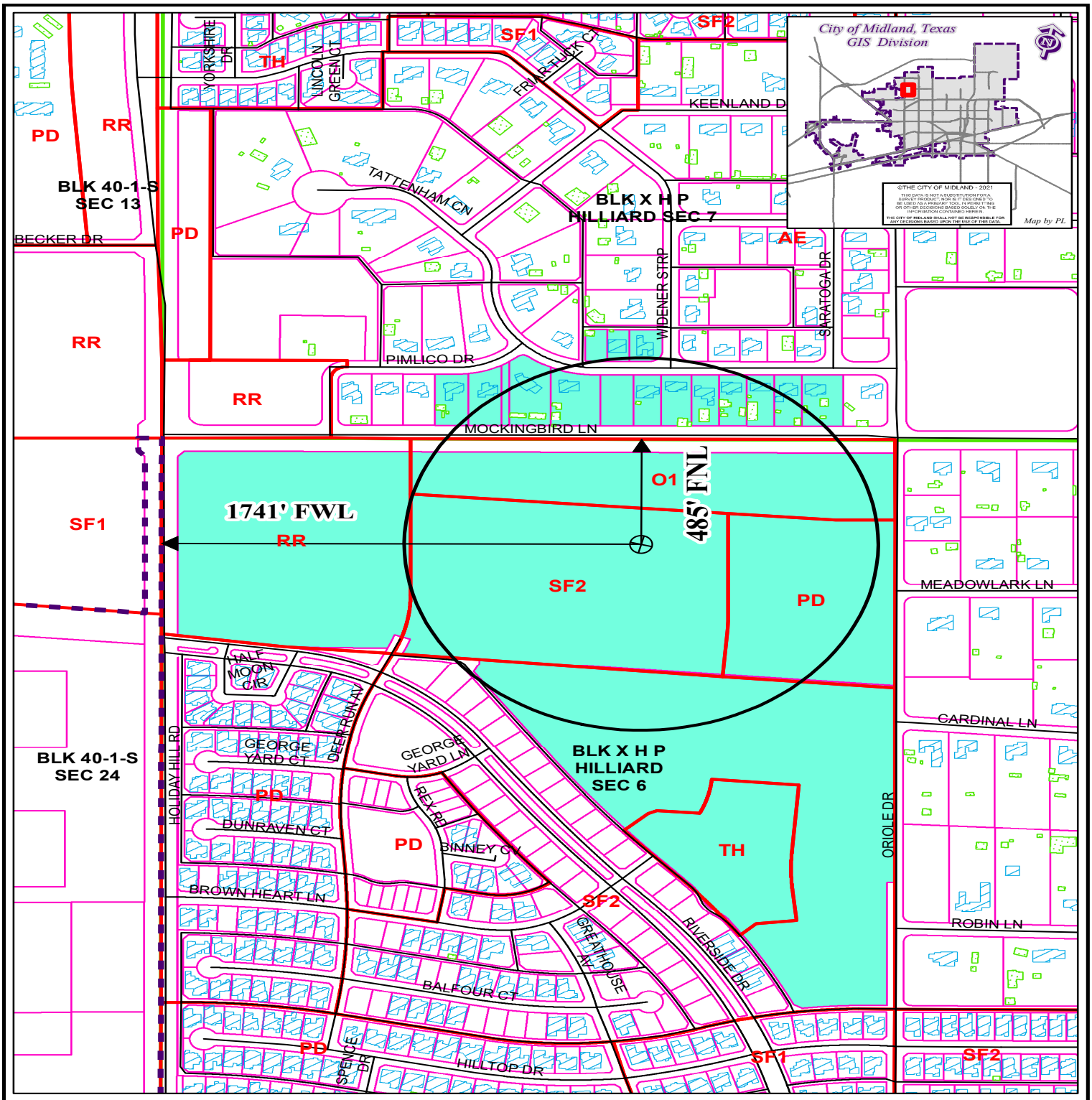
SHEET CONTENT

EXHIBIT 'E'

AERIAL SITE PLAN
MOCKINGBIRD
MB-4H

Situated in Section 6, A-15
Block X, H.P. Hilliard Survey,
Midland County, Texas

Printed by: alwilson
3/24/2021 9:42:07 AM



LOCATION AND ZONING MAP

Oil-033417-2021 **Scale: 1" = 500'**

Consider a request for a Permit to drill an Oil and Gas Well within the City Limits located 485' FNL and 1,741' FWL, Section 6, Block X, H.P. Hilliard Survey, Midland County, Texas.

Generally located 485 feet south of Mockingbird Lane and 1,741 feet east of Holiday Hill Road.

MB-4H

LEGEND

CITY PARCELS	PUBLIC BLDGS	CITY LIMITS
COUNTY PARCELS	PRIVATE BLDGS	860 FT. BUFFER
ZONING	ACCESSORY BLDGS	SURVEY SEC.

ZONING DISTRICTS:

FD	FUTURE DEVELOPMENT	BP	BUSINESS PARK
PD	PLANNED DISTRICT	P	PARKING
AE	AGRICULTURE ESTATE	01, 02	OFFICE
CE	COUNTRY ESTATE	NS	NEIGHBORHOOD SERVICE
1F1, 1F2, 1F3	ONE-FAMILY DWELLING	LR1, LR2, LR3	LOW RETAIL
MH	MOBILE HOME DWELLING	C1, C2, C3	COMMERCIAL
TH	TOWNHOUSE DWELLING	IP ,IP1, IP2, IP3	INDUSTRIAL PARK
2F	TWO-FAMILY DWELLING	LI	LIGHT INDUSTRY
MF1, MF2	MULTIPLE FAMILY DWELLING	HI	HEAVY INDUSTRY

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
4/1/2021	MCM Operating, LLC	223 W. Wall Street, Suite 400 Midland, TX 79701

Representative Name	Representative Address (within Midland City Limits)	Rep. Tele. (432) 704-2500
Matthew Chitwood	223 W. Wall St,Ste. 400 Midland,TX	Rep. Fax
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 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):***

Emergency Contact Representative (Name, Address, 24-Hour Tele. No.):

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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: MB-5H

Proposed Hole Size, Casing Program and Cementing Program (attach Exhibit as Necessary)[See § J(11) and § L(4)]:

Attached as Exhibit V.

Legal Description of Proposed Well Site:
SHL - 1,761' FWL and 485' FNL-Situated in Section 6, A-15, Block X,H.P. Hilliard Survey, Midland County, TX

BHL - 1,650' FWL and 50' FSL-Situated in Section 18, A-681,Block 39, T-1-S,T& P RR Co, Midland County,TX

ATTACHED AS EXHIBIT G **is the Location Site Plan [See § J(9)].**

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Water will be stored in off-site frac ponds. Water source will be from an off-site water well or trucked if necessary.

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Plan detailing construction, location, and closure of pits used for Drilling and Completion operations (attach exhibit if necessary) [See § J(35)]:

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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)].**

MCM Operating, LLC
[NAME OF COMPANY]

By Matt Chitwood
Its Vice President of Land

State of Texas)

County of Midland)

Matt Chitwood, 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.

Adam Borgman
Notary Public, State of Texas

ADAM MURRAY BORGMAN
Notary Public, State of Texas
Comm. Expires 03-16-2022
Notary ID 128191650
[SEAL]

OIL AND GAS WELL PERMIT

The City Council of the City of Midland, Texas, at its regular meeting on July 27, 2021, considered the application of MCM Operating, LLC ("Operator") dated April 1, 2020, to drill an oil and gas well inside the territorial limits of the City of Midland, Texas. The City Council of the City of Midland, Texas, by appropriate action approved the application and authorized the issuance of this permit.

This documentation hereby constitutes a permit, issued in accordance with Midland City Code § 6-1-23, "Oil and Gas Well Permits Issued On or After January 1, 2010" (Ordinance 8769), to drill an oil and gas well as requested in Operator's application that has been filed with the Oil & Gas Compliance Coordinator and is incorporated herein for all legal purposes.

The location of Operator's MB-4H oil and gas well shall be 1,741 feet from the west line and 485 feet from the north line, Section 6, Block X, H.P. Hilliard Survey, Midland County, Texas. The hole size, casing program, cement program and total depth of that well shall be in strict compliance with the proposed hole size, casing program, cementing program and proposed total depth found in Operator's application. Further, all operations done under this permit shall be done and accomplished in strict accordance with Midland City Code § 6-1-23, "Oil and Gas Well Permits Issued On or After January 1, 2010" (Ordinance 8769), which is hereby incorporated into this permit by reference and made applicable hereto with the same force and effect as if the same were copied fully in this permit, including, but not limited to, Subsections (K) through (Z).

This permit shall be effective from July 27, 2021 through July 27, 2022, and so long thereafter as oil or gas is produced, or until such time as Operator has permanently abandoned the operations of the well or facility for which this permit is issued.

The issuance of this permit by the City of Midland does not in any way alter or modify the rights as between the surface estate owner(s) and mineral estate owner(s) if there exists a severance of the surface estate and mineral estate. This permit in no way exempts Operator from its responsibilities or obligations as to third parties. The issuance of this permit only means that Operator has, at this time, complied with Midland City Code § 6-1-23, "Oil and Gas Well Permits Issued On or After January 1, 2010" (Ordinance No. 8769) and that the Midland City Council, as a regulatory body, will allow Operator to proceed under the conditions of this permit. The issuance of this permit is intended to be only a negative pronouncement that grants no affirmative rights to the permittee to occupy the property. It is expressly provided

that this permit does not authorize a trespass by the permittee as to any third party. This permit does not in any way restrict the use of the surface estate. Securing a permit does not authorize Operator to act with impunity as to third parties, nor does it insulate Operator from the consequences of its actions with regard to those third parties. The receipt of a permit does not undertake to adjudicate property rights.

This permit granted by the City of Midland does not act to immunize Operator from civil tort liability from private parties for actions arising out of the use of the permit. This is because the permit is a "negative pronouncement" that grants no affirmative rights to the permittee. The issuance of this permit does not authorize any injury to persons or property or an invasion of other property rights, or any infringement of State or local law or regulations. Operator has obtained a permit from the City of Midland but the consequences of acting under the permit have not been immunized. The fact that the City of Midland has issued a permit to drill an oil and gas well does not shield Operator from third party tort liability stemming from the consequences of the permitted activity.

NOTWITHSTANDING ANY OTHER PROVISION, OPERATOR HEREBY RELEASES, ACQUITS, RELINQUISHES AND FOREVER DISCHARGES CITY OF MIDLAND, CITY OF MIDLAND'S EMPLOYEES AND OFFICERS, FROM ANY AND ALL DEMANDS, CLAIMS, DAMAGES OR CAUSES OF ACTION OF ANY KIND WHATSOEVER WHICH OPERATOR HAS OR MIGHT HAVE IN THE FUTURE, INCLUDING BUT NOT LIMITED TO BREACH OF CONTRACT, QUANTUM MERUIT, CLAIMS UNDER THE DUE PROCESS AND TAKING CLAUSES OF THE TEXAS AND UNITED STATES CONSTITUTIONS, TORT CLAIMS OR CITY OF MIDLAND'S NEGLIGENCE.

OPERATOR AGREES TO INDEMNIFY AND HOLD HARMLESS AND DEFEND THE CITY OF MIDLAND, THE CITY'S OFFICERS, AGENTS, AND EMPLOYEES FROM ANY AND ALL CLAIMS, LOSSES, DAMAGES, CAUSES OF ACTION, SUITS, AND LIABILITY OF ANY KIND, INCLUDING ALL EXPENSES OF LITIGATION, COURT COSTS, AND ATTORNEY'S FEES, FOR INJURY TO OR DEATH OF ANY PERSON, OR FOR DAMAGE TO ANY PROPERTY ARISING OUT OF OR IN CONNECTION WITH THE WORK DONE BY OPERATOR UNDER AN OIL AND GAS WELL PERMIT WHERE SUCH INJURIES, DEATH, OR DAMAGES ARE CAUSED BY OPERATOR'S SOLE NEGLIGENCE OR THE JOINT NEGLIGENCE OF THE OPERATOR AND ANY OTHER PERSON OR ENTITY.

A right-of-way license agreement approved by a resolution of the Midland City Council is required for any oil and/or gas flowline or pipeline or any other device associated with a proposed well site that extends into, on, above, in, under, across or through any City rights-of-way, including but not limited to streets, alleys, and utility and drainage rights-of-way.

If the well that is the subject of this permit is not located within the County of Midland, Texas, Operator shall notify the Midland Central Appraisal District of the following: (1) the well's location within the territorial limits of the City of Midland; and (2) that the City of Midland is to be included as a taxing entity. Operator shall make said notification no later than 60 days after completion of the well.

The Midland City Council, in granting this permit, also grants the following variance(s):

1. Twenty-four hour hydraulic fracturing operations and use of a workover rig during the completion process directly following the fracing operations.

2. No landscaping and irrigation due to adequate screening from adjacent roads and parcels.

3. In lieu of constructing a perimeter fence around this permitted well, a perimeter fence around the well pad site may be constructed. Said perimeter fence around the well pad site meeting the requirement of the City of Midland to, at a minimum, meet the requirements of the Ordinance No. 8769.

Sound walls shall be used during drilling and completion operations as noted in the application.

This permit shall constitute a written contract for purposes of insurance requirements.

In addition to the requirements of this permit and the Midland City Code § 6-1-23, "Oil and Gas Well Permits Issued On or After January 1, 2010" (Ordinance 8769), including, but not limited to Subsections (K) through (Z), Operator shall develop, maintain and operate the well described herein in accordance with the conditions, limitations and safeguards contained in Operator's application for said well.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS _____ day of July 2021.

CITY OF MIDLAND, TEXAS

BY: _____

Patrick N. Payton, Mayor

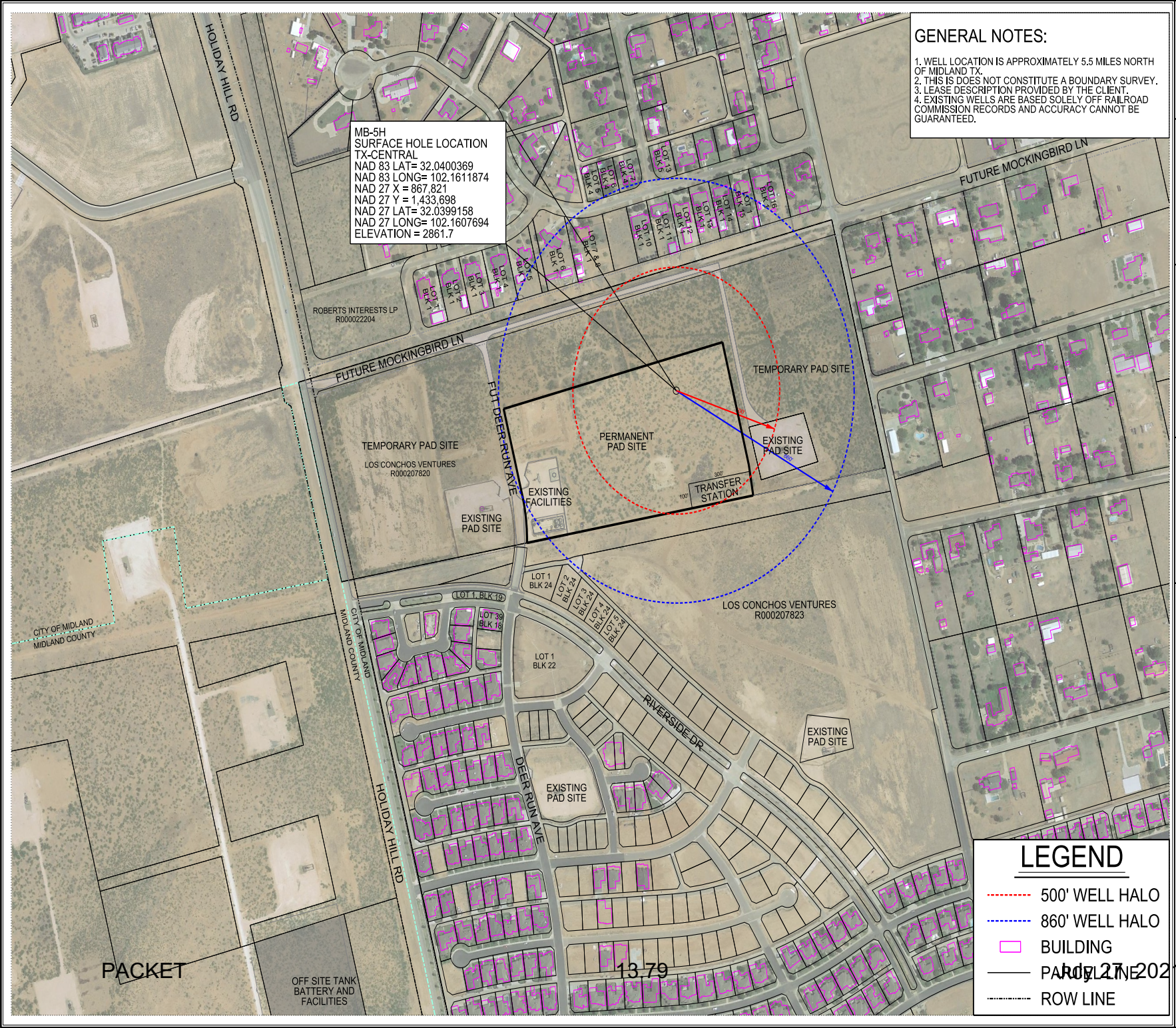
UNDERSTOOD AND AGREE THIS _____day of July 2021.

MCM Operating, LLC

By: _____

Matthew Chitwood

Vice President of Land



GENERAL NOTES:

1. WELL LOCATION IS APPROXIMATELY 5.5 MILES NORTH OF MIDLAND TX.
2. THIS IS DOES NOT CONSTITUTE A BOUNDARY SURVEY.
3. LEASE DESCRIPTION PROVIDED BY THE CLIENT.
4. EXISTING WELLS ARE BASED SOLELY OFF RAILROAD COMMISSION RECORDS AND ACCURACY CANNOT BE GUARANTEED.

LEGEND

- 500' WELL HALO
- 860' WELL HALO
- BUILDING
- PARCEL LINE
- ROW LINE

MOCKINGBIRD PROSPECT

OIL AND GAS PERMIT
MIDLAND, TX

APPLICANT:

MCM OPERATING, LLC
223 W. WALL ST., SUITE 400
MIDLAND, TX 79701
PHONE: (432) 685-1790

SITE PLAN PREPARED BY:

PELOTON LAND SOLUTIONS

9800 HILLWOOD PARKWAY
SUITE 250
FORT WORTH, TX 76177
PHONE: 817-562-3350

TBPE FIRM NO. 12207
TBPLS FIRM NO. 10177700

WELLS AND PADS STAKED BY:

LNV
801 NAVIGATION BLVD., SUITE 300
CORPUS CHRISTI, TX 78408
PHONE: (361) 883-1984
TBPLS FIRM NO. 10126500

PROJECT NO:	MCM20001
FILE PATH:	Planning\Exhibits\MB-1H
DRAWN BY:	AW
REVIEWED BY:	CH
DATE:	3/23/2021
REV:	

NORTH

0 200' 400' 600'
GRAPHIC SCALE

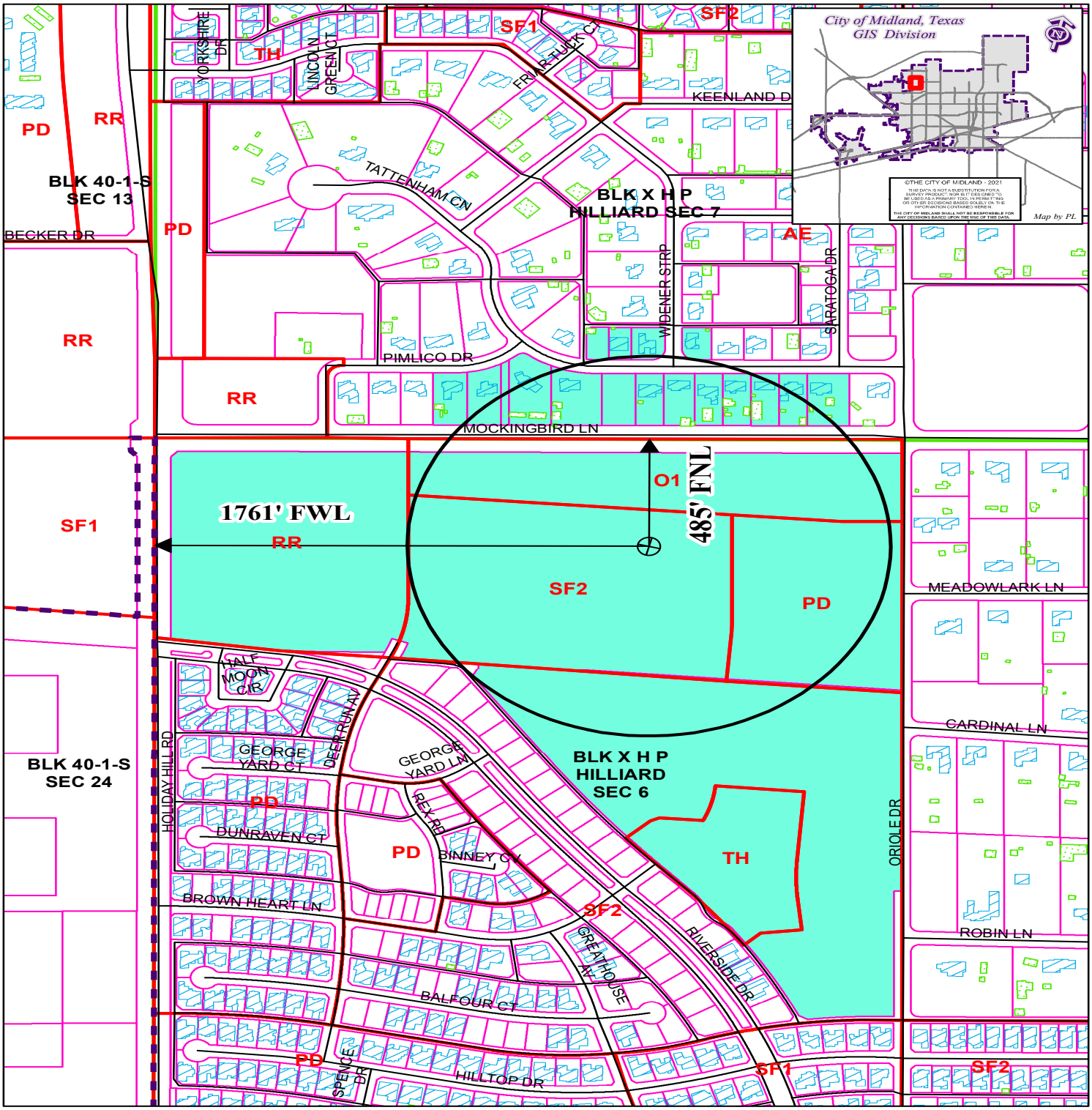
SHEET CONTENT

EXHIBIT 'E'

AERIAL SITE PLAN
MOCKINGBIRD
MB-5H

Situated in Section 6, A-15
Block X, H.P. Hilliard Survey,
Midland County, Texas

3/24/2021 10:03:52 AM Printed by: alwilson



LOCATION AND ZONING MAP

Oil-033416-2021 **Scale: 1" = 500'**

Consider a request for a Permit to drill an Oil and Gas Well within the City Limits located 485' FNL and 1,761' FWL, Section 6, Block X, H.P. Hilliard Survey, Midland County, Texas.

Generally located 485 feet south of Mockingbird Lane and 1,761 feet east of Holiday Hill Road.

MB-5H

LEGEND

CITY PARCELS	PUBLIC BLDGS	CITY LIMITS
COUNTY PARCELS	PRIVATE BLDGS	860 FT. BUFFER
ZONING	ACCESSORY BLDGS	SURVEY SEC.

ZONING DISTRICTS:

FD	FUTURE DEVELOPMENT	BP	BUSINESS PARK
PD	PLANNED DISTRICT	P	PARKING
AE	AGRICULTURE ESTATE	01, 02	OFFICE
CE	COUNTRY ESTATE	NS	NEIGHBORHOOD SERVICE
1F1, 1F2, 1F3	ONE-FAMILY DWELLING	LR1, LR2, LR3	LOW RETAIL
MH	MOBILE HOME DWELLING	C1, C2, C3	COMMERCIAL
TH	TOWNHOUSE DWELLING	IP ,IP1, IP2, IP3	INDUSTRIAL PARK
2F	TWO-FAMILY DWELLING	LI	LIGHT INDUSTRY
MF1, MF2	MULTIPLE FAMILY DWELLING	HI	HEAVY INDUSTRY

OIL AND GAS WELL PERMIT

The City Council of the City of Midland, Texas, at its regular meeting on July 27, 2021, considered the application of MCM Operating, LLC ("Operator") dated April 1, 2020, to drill an oil and gas well inside the territorial limits of the City of Midland, Texas. The City Council of the City of Midland, Texas, by appropriate action approved the application and authorized the issuance of this permit.

This documentation hereby constitutes a permit, issued in accordance with Midland City Code § 6-1-23, "Oil and Gas Well Permits Issued On or After January 1, 2010" (Ordinance 8769), to drill an oil and gas well as requested in Operator's application that has been filed with the Oil & Gas Compliance Coordinator and is incorporated herein for all legal purposes.

The location of Operator's MB-5H oil and gas well shall be 1,761 feet from the west line and 485 feet from the north line, Section 6, Block X, H.P. Hilliard Survey, Midland County, Texas. The hole size, casing program, cement program and total depth of that well shall be in strict compliance with the proposed hole size, casing program, cementing program and proposed total depth found in Operator's application. Further, all operations done under this permit shall be done and accomplished in strict accordance with Midland City Code § 6-1-23, "Oil and Gas Well Permits Issued On or After January 1, 2010" (Ordinance 8769), which is hereby incorporated into this permit by reference and made applicable hereto with the same force and effect as if the same were copied fully in this permit, including, but not limited to, Subsections (K) through (Z).

This permit shall be effective from July 27, 2021 through July 27, 2022, and so long thereafter as oil or gas is produced, or until such time as Operator has permanently abandoned the operations of the well or facility for which this permit is issued.

The issuance of this permit by the City of Midland does not in any way alter or modify the rights as between the surface estate owner(s) and mineral estate owner(s) if there exists a severance of the surface estate and mineral estate. This permit in no way exempts Operator from its responsibilities or obligations as to third parties. The issuance of this permit only means that Operator has, at this time, complied with Midland City Code § 6-1-23, "Oil and Gas Well Permits Issued On or After January 1, 2010" (Ordinance No. 8769) and that the Midland City Council, as a regulatory body, will allow Operator to proceed under the conditions of this permit. The issuance of this permit is intended to be only a negative pronouncement that grants no affirmative rights to the permittee to occupy the property. It is expressly provided

that this permit does not authorize a trespass by the permittee as to any third party. This permit does not in any way restrict the use of the surface estate. Securing a permit does not authorize Operator to act with impunity as to third parties, nor does it insulate Operator from the consequences of its actions with regard to those third parties. The receipt of a permit does not undertake to adjudicate property rights.

This permit granted by the City of Midland does not act to immunize Operator from civil tort liability from private parties for actions arising out of the use of the permit. This is because the permit is a "negative pronouncement" that grants no affirmative rights to the permittee. The issuance of this permit does not authorize any injury to persons or property or an invasion of other property rights, or any infringement of State or local law or regulations. Operator has obtained a permit from the City of Midland but the consequences of acting under the permit have not been immunized. The fact that the City of Midland has issued a permit to drill an oil and gas well does not shield Operator from third party tort liability stemming from the consequences of the permitted activity.

NOTWITHSTANDING ANY OTHER PROVISION, OPERATOR HEREBY RELEASES, ACQUITS, RELINQUISHES AND FOREVER DISCHARGES CITY OF MIDLAND, CITY OF MIDLAND'S EMPLOYEES AND OFFICERS, FROM ANY AND ALL DEMANDS, CLAIMS, DAMAGES OR CAUSES OF ACTION OF ANY KIND WHATSOEVER WHICH OPERATOR HAS OR MIGHT HAVE IN THE FUTURE, INCLUDING BUT NOT LIMITED TO BREACH OF CONTRACT, QUANTUM MERUIT, CLAIMS UNDER THE DUE PROCESS AND TAKING CLAUSES OF THE TEXAS AND UNITED STATES CONSTITUTIONS, TORT CLAIMS OR CITY OF MIDLAND'S NEGLIGENCE.

OPERATOR AGREES TO INDEMNIFY AND HOLD HARMLESS AND DEFEND THE CITY OF MIDLAND, THE CITY'S OFFICERS, AGENTS, AND EMPLOYEES FROM ANY AND ALL CLAIMS, LOSSES, DAMAGES, CAUSES OF ACTION, SUITS, AND LIABILITY OF ANY KIND, INCLUDING ALL EXPENSES OF LITIGATION, COURT COSTS, AND ATTORNEY'S FEES, FOR INJURY TO OR DEATH OF ANY PERSON, OR FOR DAMAGE TO ANY PROPERTY ARISING OUT OF OR IN CONNECTION WITH THE WORK DONE BY OPERATOR UNDER AN OIL AND GAS WELL PERMIT WHERE SUCH INJURIES, DEATH, OR DAMAGES ARE CAUSED BY OPERATOR'S SOLE NEGLIGENCE OR THE JOINT NEGLIGENCE OF THE OPERATOR AND ANY OTHER PERSON OR ENTITY.

A right-of-way license agreement approved by a resolution of the Midland City Council is required for any oil and/or gas flowline or pipeline or any other device associated with a proposed well site that extends into, on, above, in, under, across or through any City rights-of-way, including but not limited to streets, alleys, and utility and drainage rights-of-way.

If the well that is the subject of this permit is not located within the County of Midland, Texas, Operator shall notify the Midland Central Appraisal District of the following: (1) the well's location within the territorial limits of the City of Midland; and (2) that the City of Midland is to be included as a taxing entity. Operator shall make said notification no later than 60 days after completion of the well.

The Midland City Council, in granting this permit, also grants the following variance(s):

1. Twenty-four hour hydraulic fracturing operations and use of a workover rig during the completion process directly following the fracing operations.

2. No landscaping and irrigation due to adequate screening from adjacent roads and parcels.

3. In lieu of constructing a perimeter fence around this permitted well, a perimeter fence around the well pad site may be constructed. Said perimeter fence around the well pad site meeting the requirement of the City of Midland to, at a minimum, meet the requirements of the Ordinance No. 8769.

Sound walls shall be used during drilling and completion operations as noted in the application.

This permit shall constitute a written contract for purposes of insurance requirements.

In addition to the requirements of this permit and the Midland City Code § 6-1-23, "Oil and Gas Well Permits Issued On or After January 1, 2010" (Ordinance 8769), including, but not limited to Subsections (K) through (Z), Operator shall develop, maintain and operate the well described herein in accordance with the conditions, limitations and safeguards contained in Operator's application for said well.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS _____ day of July 2021.

CITY OF MIDLAND, TEXAS

BY: _____

Patrick N. Payton, Mayor

UNDERSTOOD AND AGREE THIS _____day of July 2021.

MCM Operating, LLC

By: _____

Matthew Chitwood

Vice President of Land

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
4/1/2021	MCM Operating, LLC	223 W. Wall Street, Suite 400 Midland, TX 79701

Representative Name	Representative Address (within Midland City Limits)	Rep. Tele. (432) 704-2500
Matthew Chitwood	223 W. Wall St,Ste. 400 Midland,TX	Rep. Fax
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 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):***

Emergency Contact Representative (Name, Address, 24-Hour Tele. No.):

Matthew Chitwood - (817) 675-6680 (Cell Phone)
223 W. Wall Street, Suite 400 Midland, TX 79701

Other Permitted Wells in City ***(ATTACH EXHIBIT B*** **[see § J(26)]).**

II. Mineral Ownership

Name(s) and Address(es) of Mineral Estate Lessors (under applicable lease):

1. Attached as Exhibit "C"
2.
3.

ATTACHED AS EXHIBIT C **is (a** ***Title Opinion by*** Dawson Parrish, PC ***, a licensed Texas Attorney/Title Commitment by Abstract Company/a Take-off from , a Certified Petroleum Landman/an opinion letter from ,*** ***a licensed Texas Attorney)*** **indicating that [Operator] has a legal right to develop the mineral estate that is the subject of this Application. [See § J(5)].**

III. Surface Ownership & Use

General Description of Current Surface Use (within 860 feet of proposed surface location):

- Existing single family residences to the north
- Undeveloped and existing oil and gas facilities to the east
- Undeveloped, existing oil and gas facilities, future single family residences to the south
- Undeveloped and existing oil and gas facilities to the west

ATTACHED AS EXHIBIT D **is Current Tax Roll from Midland Central Appraisal District), which lists**

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: MB-6H

Proposed Hole Size, Casing Program and Cementing Program (attach Exhibit as Necessary)[See § J(11) and § L(4)]:

Attached as Exhibit V.

Legal Description of Proposed Well Site:
SHL - 1,781' FWL and 485' FNL-Situated in Section 6, A-15, Block X,H.P. Hilliard Survey, Midland County, TX

BHL - 1,930' FWL and 50' FSL-Situated in Section 18, A-681,Block 39, T-1-S,T& P RR Co, Midland County,TX

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 **is the Road Repair Agreement and** ***Letter of Credit/Certificate of Deposit/Surety Bond*** **in the amount of at least $25,000.** ***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 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:

Electrical.

Description of water source to be used during Drilling:

Water will be stored in off-site frac ponds. Water source will be from an off-site water well or trucked if necessary.

Description of all electric lines to production facilities (reference exhibits as necessary) [See § L(10)]:

Attached as Exhibit N

Plan detailing construction, location, and closure of pits used for Drilling and Completion operations (attach exhibit if necessary) [See § J(35)]:

Attached as 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* are 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 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)].**

MCM Operating, LLC
[NAME OF COMPANY]

By Matt Chitwood
Its Vice President of Land

State of Texas)

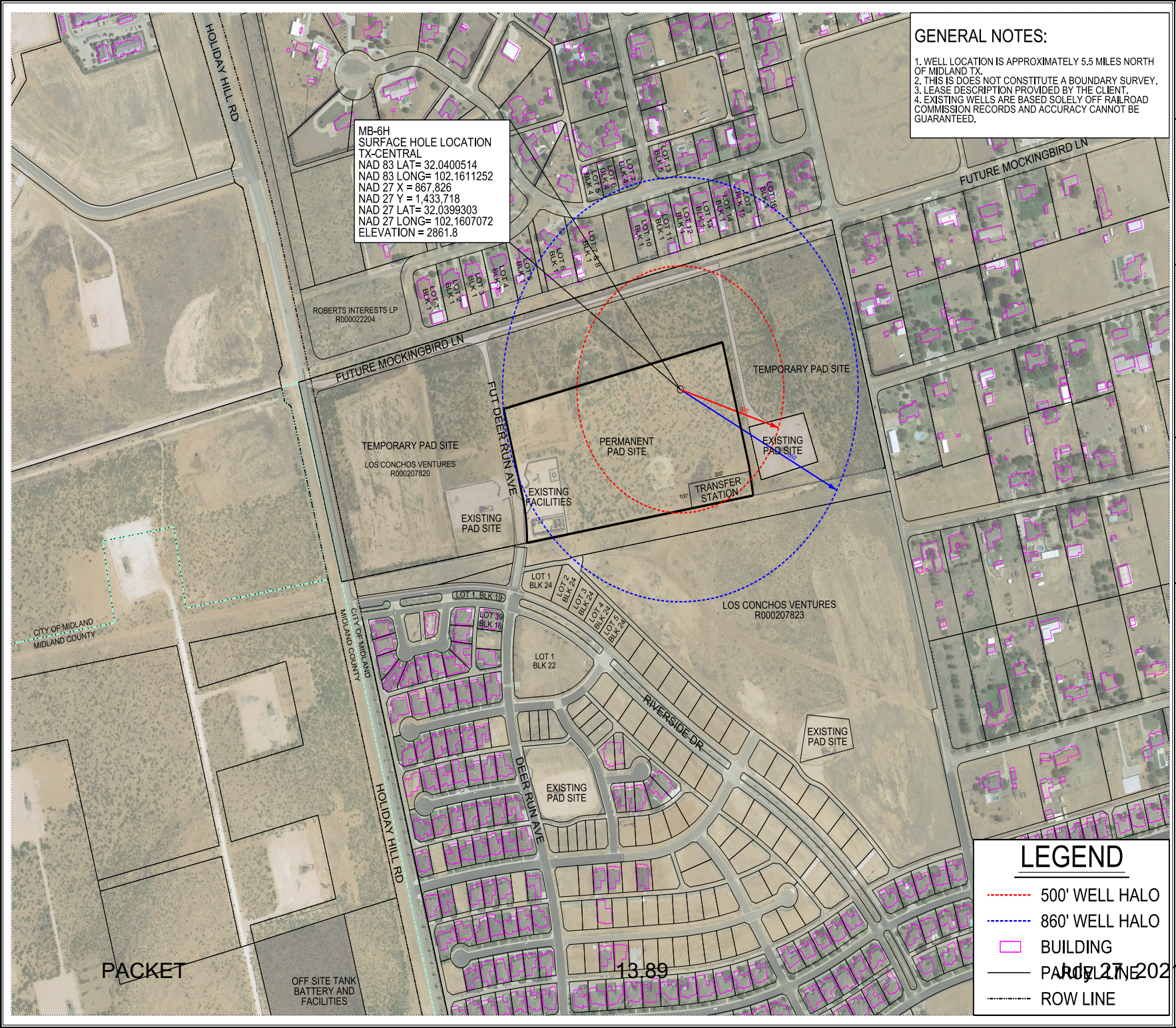
County of Midland)

Matt Chitwood, 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.

Adam Borgman
Notary Public, State of Texas

ADAM MURRAY BORGMAN
Notary Public, State of Texas
Comm. Expires 03-16-2022
Notary ID 128191650

[SEAL]



GENERAL NOTES:

1. WELL LOCATION IS APPROXIMATELY 5.5 MILES NORTH OF MIDLAND TX.
2. THIS IS DOES NOT CONSTITUTE A BOUNDARY SURVEY.
3. LEASE DESCRIPTION PROVIDED BY THE CLIENT.
4. EXISTING WELLS ARE BASED SOLELY OFF RAILROAD COMMISSION RECORDS AND ACCURACY CANNOT BE GUARANTEED.

LEGEND

- 500' WELL HALO
- 860' WELL HALO
- BUILDING
- PARCEL LINE
- ROW LINE

MOCKINGBIRD PROSPECT

OIL AND GAS PERMIT
MIDLAND, TX

APPLICANT:

MCM OPERATING, LLC
223 W. WALL ST., SUITE 400
MIDLAND, TX 79701
PHONE: (432) 685-1790

SITE PLAN PREPARED BY:

PELOTON LAND SOLUTIONS

9800 HILLWOOD PARKWAY
SUITE 250
FORT WORTH, TX 76177
PHONE: 817-562-3350

TBPE FIRM NO. 12207
TBPLS FIRM NO. 10177700

WELLS AND PADS STAKED BY:

LNV
801 NAVIGATION BLVD., SUITE 300
CORPUS CHRISTI, TX 78408
PHONE: (361) 883-1984
TBPLS FIRM NO. 10126500

PROJECT NO:	MCM20001
FILE PATH:	Planning\Exhibits\MB-1H
DRAWN BY:	AW
REVIEWED BY:	CH
DATE:	3/23/2021
REV:	

NORTH

0 200' 400' 600'
GRAPHIC SCALE

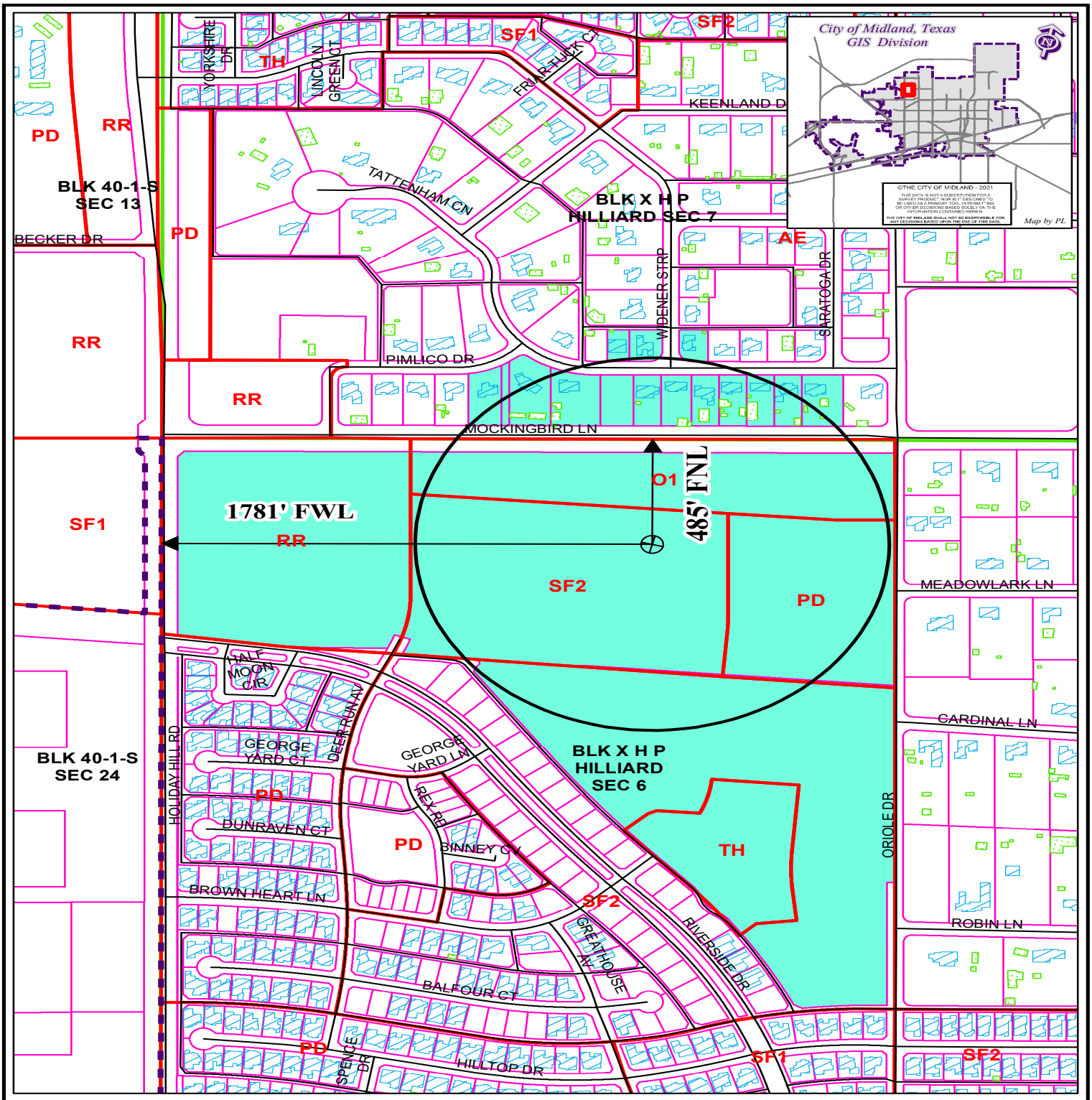
SHEET CONTENT

EXHIBIT 'E'

AERIAL SITE PLAN
MOCKINGBIRD
MB-6H

Situated in Section 6, A-15
Block X, H.P. Hilliard Survey,
Midland County, Texas

3/24/2021 11:53:53 AM Printed by: alwilson



LOCATION AND ZONING MAP

Oil-033415-2021 **Scale: 1" = 500'**

Consider a request for a Permit to drill an Oil and Gas Well within the City Limits located 485' FNL and 1,781' FWL, Section 6, Block X, H.P. Hilliard Survey, Midland County, Texas.

Generally located 485 feet south of Mockingbird Lane and 1,781 feet east of Holiday Hill Road.

MB-6H

LEGEND

CITY PARCELS	PUBLIC BLDGS	CITY LIMITS
COUNTY PARCELS	PRIVATE BLDGS	860 FT. BUFFER
ZONING	ACCESSORY BLDGS	SURVEY SEC.

ZONING DISTRICTS:

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CITY OF MIDLAND, TEXAS

BY: _____

Patrick N. Payton, Mayor

UNDERSTOOD AND AGREE THIS _____day of July 2021.

MCM Operating, LLC

By: _____

Matthew Chitwood

Vice President of Land

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
4/1/2021	MCM Operating, LLC	223 W. Wall Street, Suite 400 Midland, TX 79701

Representative Name	Representative Address (within Midland City Limits)	Rep. Tele. (432) 704-2500
Matthew Chitwood	223 W. Wall St,Ste. 400 Midland,TX	Rep. Fax
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):

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Other Permitted Wells in City ***(ATTACH EXHIBIT B*** **[see § J(26)]).**

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Name(s) and Address(es) of Mineral Estate Lessors (under applicable lease):

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IV. Well & Operations Information

Proposed Well Name: MB-7H

Proposed Hole Size, Casing Program and Cementing Program (attach Exhibit as Necessary)[See § J(11) and § L(4)]:

Attached as Exhibit V.

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ATTACHED AS EXHIBIT K (if applicable) **is the list of alternative locations developed in consultation with the Oil & Gas Advisory Committee. [See § J(27)].**

ATTACHED AS EXHIBIT L **is the Fencing and Irrigation Plan. [See § J(30)].**

ATTACHED AS EXHIBIT M **is the Road Repair Agreement and** ***Letter of Credit/Certificate of Deposit/Surety Bond*** **in the amount of at least $25,000.** ***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 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) Opera tions:

Electrical.

Description of water source to be used during Drilling:

Water will be stored in off-site frac ponds. Water source will be from an off-site water well or trucked if necessary.

Description of all electric lines to production facilities (reference exhibits as necessary) [See § L(10)]:

Attached as Exhibit N

Plan detailing construction, location, and closure of pits used for Drilling and Completion operations (attach exhibit if necessary) [See § J(35)]:

Attached as 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* are 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 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)].**

MCM Operating, LLC
[NAME OF COMPANY]

By Matt Chitwood
Its Vice President of Land

State of Texas)

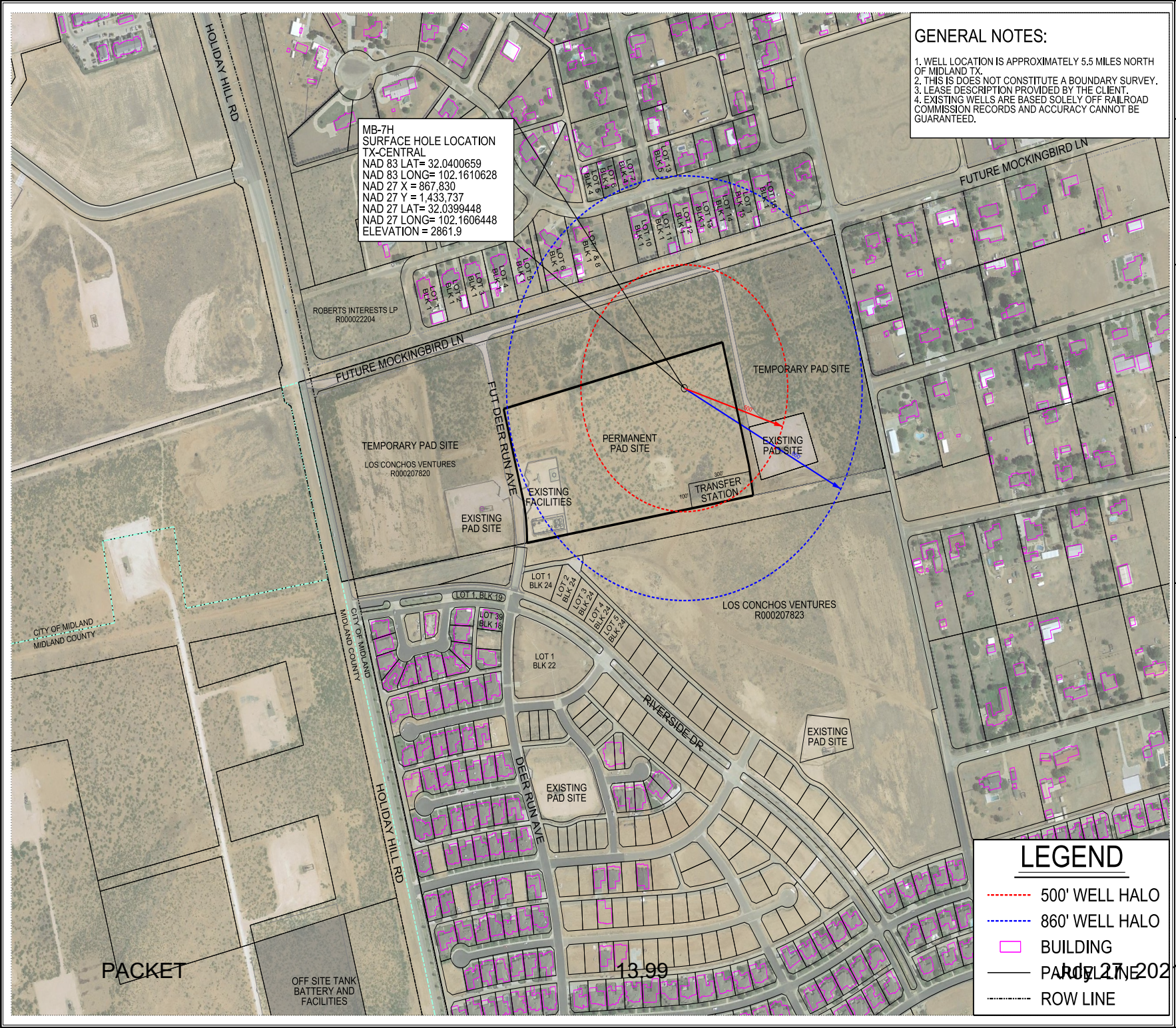
County of Midland)

Matt Chitwood, 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.

Adam Borgman
Notary Public, State of Texas

ADAM MURRAY BORGMAN
Notary Public, State of Texas
Comm. Expires 03-16-2022
Notary ID 128191650

[SEAL]



GENERAL NOTES:

1. WELL LOCATION IS APPROXIMATELY 5.5 MILES NORTH OF MIDLAND TX.
2. THIS IS DOES NOT CONSTITUTE A BOUNDARY SURVEY.
3. LEASE DESCRIPTION PROVIDED BY THE CLIENT.
4. EXISTING WELLS ARE BASED SOLELY OFF RAILROAD COMMISSION RECORDS AND ACCURACY CANNOT BE GUARANTEED.

LEGEND

- 500' WELL HALO
- 860' WELL HALO
- BUILDING
- PARCEL LINE
- ROW LINE

MOCKINGBIRD PROSPECT

OIL AND GAS PERMIT
MIDLAND, TX

APPLICANT:

MCM OPERATING, LLC
223 W. WALL ST., SUITE 400
MIDLAND, TX 79701
PHONE: (432) 685-1790

SITE PLAN PREPARED BY:

PELOTON LAND SOLUTIONS

9800 HILLWOOD PARKWAY
SUITE 250
FORT WORTH, TX 76177
PHONE: 817-562-3350

TBPE FIRM NO. 12207
TBPLS FIRM NO. 10177700

WELLS AND PADS STAKED BY:

LNV
801 NAVIGATION BLVD., SUITE 300
CORPUS CHRISTI, TX 78408
PHONE: (361) 883-1984
TBPLS FIRM NO. 10126500

PROJECT NO:	MCM20001
FILE PATH:	Planning\Exhibits\MB-1H
DRAWN BY:	AW
REVIEWED BY:	CH
DATE:	3/23/2021
REV:	

NORTH

0 200' 400' 600'
GRAPHIC SCALE

SHEET CONTENT

EXHIBIT 'E'

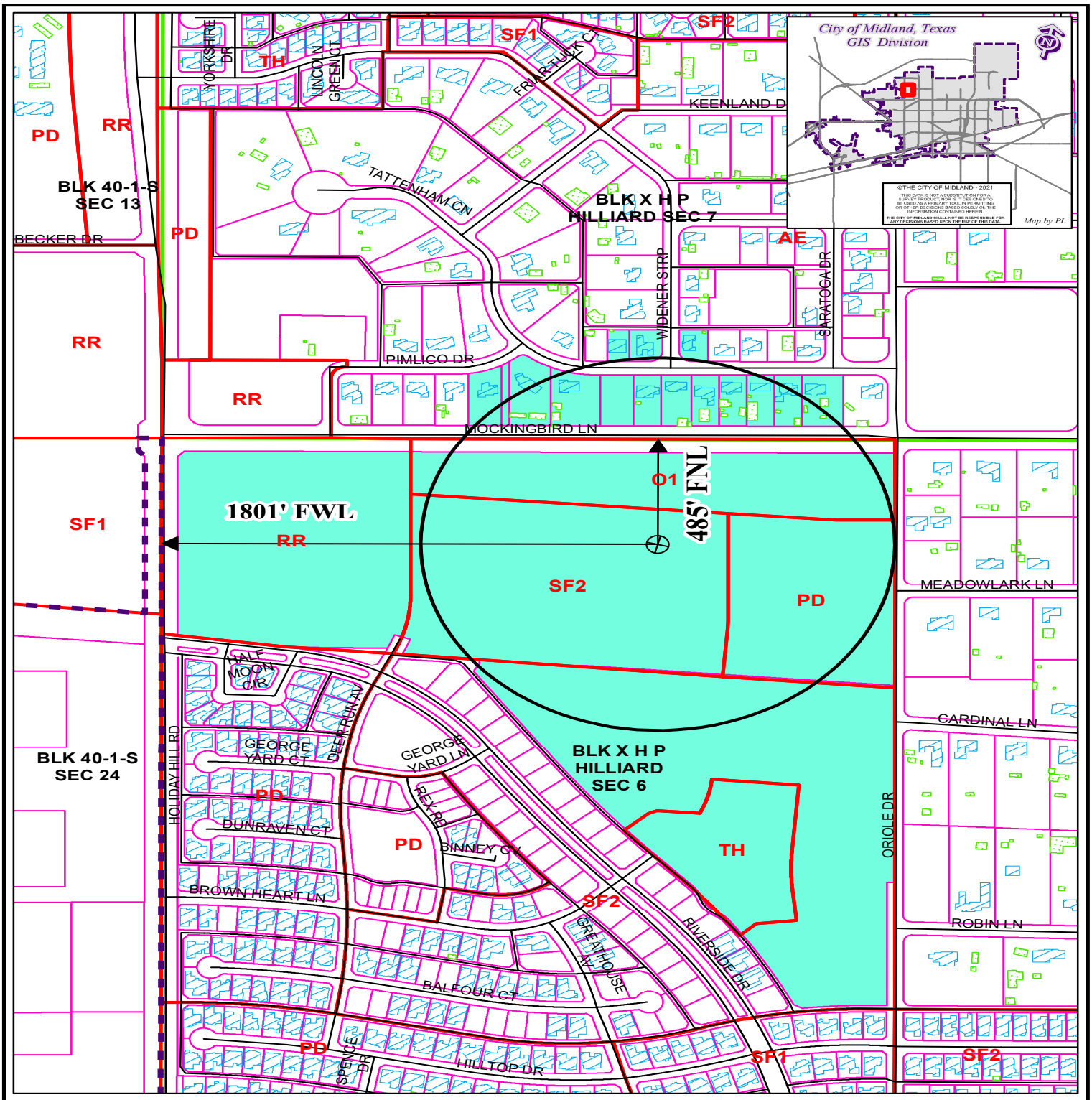
AERIAL SITE PLAN
MOCKINGBIRD
MB-7H

Situated in Section 6, A-15
Block X, H.P. Hilliard Survey,
Midland County, Texas

PACKET

July 27, 2021

3/24/2021 11:51:26 AM Printed by: alwilson



LOCATION AND ZONING MAP

Oil-033414-2021 **Scale: 1" = 500'**

Consider a request for a Permit to drill an Oil and Gas Well within the City Limits located 485' FNL and 1,801' FWL, Section 6, Block X, H.P. Hilliard Survey, Midland County, Texas.

Generally located 485 feet south of Mockingbird Lane and 1,801 feet east of Holiday Hill Road.

MB-7H

LEGEND

CITY PARCELS	PUBLIC BLDGS	CITY LIMITS
COUNTY PARCELS	PRIVATE BLDGS	860 FT. BUFFER
ZONING	ACCESSORY BLDGS	SURVEY SEC.

ZONING DISTRICTS:

FD	FUTURE DEVELOPMENT	BP	BUSINESS PARK
PD	PLANNED DISTRICT	P	PARKING
AE	AGRICULTURE ESTATE	01, 02	OFFICE
CE	COUNTRY ESTATE	NS	NEIGHBORHOOD SERVICE
1H, 1F1, 1F2	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

OIL AND GAS WELL PERMIT

The City Council of the City of Midland, Texas, at its regular meeting on July 27, 2021, considered the application of MCM Operating, LLC ("Operator") dated April 1, 2020, to drill an oil and gas well inside the territorial limits of the City of Midland, Texas. The City Council of the City of Midland, Texas, by appropriate action approved the application and authorized the issuance of this permit.

This documentation hereby constitutes a permit, issued in accordance with Midland City Code § 6-1-23, "Oil and Gas Well Permits Issued On or After January 1, 2010" (Ordinance 8769), to drill an oil and gas well as requested in Operator's application that has been filed with the Oil & Gas Compliance Coordinator and is incorporated herein for all legal purposes.

The location of Operator's MB-7H oil and gas well shall be 1,801 feet from the west line and 485 feet from the north line, Section 6, Block X, H.P. Hilliard Survey, Midland County, Texas. The hole size, casing program, cement program and total depth of that well shall be in strict compliance with the proposed hole size, casing program, cementing program and proposed total depth found in Operator's application. Further, all operations done under this permit shall be done and accomplished in strict accordance with Midland City Code § 6-1-23, "Oil and Gas Well Permits Issued On or After January 1, 2010" (Ordinance 8769), which is hereby incorporated into this permit by reference and made applicable hereto with the same force and effect as if the same were copied fully in this permit, including, but not limited to, Subsections (K) through (Z).

This permit shall be effective from July 27, 2021 through July 27, 2022, and so long thereafter as oil or gas is produced, or until such time as Operator has permanently abandoned the operations of the well or facility for which this permit is issued.

The issuance of this permit by the City of Midland does not in any way alter or modify the rights as between the surface estate owner(s) and mineral estate owner(s) if there exists a severance of the surface estate and mineral estate. This permit in no way exempts Operator from its responsibilities or obligations as to third parties. The issuance of this permit only means that Operator has, at this time, complied with Midland City Code § 6-1-23, "Oil and Gas Well Permits Issued On or After January 1, 2010" (Ordinance No. 8769) and that the Midland City Council, as a regulatory body, will allow Operator to proceed under the conditions of this permit. The issuance of this permit is intended to be only a negative pronouncement that grants no affirmative rights to the permittee to occupy the property. It is expressly provided

that this permit does not authorize a trespass by the permittee as to any third party. This permit does not in any way restrict the use of the surface estate. Securing a permit does not authorize Operator to act with impunity as to third parties, nor does it insulate Operator from the consequences of its actions with regard to those third parties. The receipt of a permit does not undertake to adjudicate property rights.

This permit granted by the City of Midland does not act to immunize Operator from civil tort liability from private parties for actions arising out of the use of the permit. This is because the permit is a "negative pronouncement" that grants no affirmative rights to the permittee. The issuance of this permit does not authorize any injury to persons or property or an invasion of other property rights, or any infringement of State or local law or regulations. Operator has obtained a permit from the City of Midland but the consequences of acting under the permit have not been immunized. The fact that the City of Midland has issued a permit to drill an oil and gas well does not shield Operator from third party tort liability stemming from the consequences of the permitted activity.

NOTWITHSTANDING ANY OTHER PROVISION, OPERATOR HEREBY RELEASES, ACQUITS, RELINQUISHES AND FOREVER DISCHARGES CITY OF MIDLAND, CITY OF MIDLAND'S EMPLOYEES AND OFFICERS, FROM ANY AND ALL DEMANDS, CLAIMS, DAMAGES OR CAUSES OF ACTION OF ANY KIND WHATSOEVER WHICH OPERATOR HAS OR MIGHT HAVE IN THE FUTURE, INCLUDING BUT NOT LIMITED TO BREACH OF CONTRACT, QUANTUM MERUIT, CLAIMS UNDER THE DUE PROCESS AND TAKING CLAUSES OF THE TEXAS AND UNITED STATES CONSTITUTIONS, TORT CLAIMS OR CITY OF MIDLAND'S NEGLIGENCE.

OPERATOR AGREES TO INDEMNIFY AND HOLD HARMLESS AND DEFEND THE CITY OF MIDLAND, THE CITY'S OFFICERS, AGENTS, AND EMPLOYEES FROM ANY AND ALL CLAIMS, LOSSES, DAMAGES, CAUSES OF ACTION, SUITS, AND LIABILITY OF ANY KIND, INCLUDING ALL EXPENSES OF LITIGATION, COURT COSTS, AND ATTORNEY'S FEES, FOR INJURY TO OR DEATH OF ANY PERSON, OR FOR DAMAGE TO ANY PROPERTY ARISING OUT OF OR IN CONNECTION WITH THE WORK DONE BY OPERATOR UNDER AN OIL AND GAS WELL PERMIT WHERE SUCH INJURIES, DEATH, OR DAMAGES ARE CAUSED BY OPERATOR'S SOLE NEGLIGENCE OR THE JOINT NEGLIGENCE OF THE OPERATOR AND ANY OTHER PERSON OR ENTITY.

A right-of-way license agreement approved by a resolution of the Midland City Council is required for any oil and/or gas flowline or pipeline or any other device associated with a proposed well site that extends into, on, above, in, under, across or through any City rights-of-way, including but not limited to streets, alleys, and utility and drainage rights-of-way.

If the well that is the subject of this permit is not located within the County of Midland, Texas, Operator shall notify the Midland Central Appraisal District of the following: (1) the well's location within the territorial limits of the City of Midland; and (2) that the City of Midland is to be included as a taxing entity. Operator shall make said notification no later than 60 days after completion of the well.

The Midland City Council, in granting this permit, also grants the following variance(s):

1. Twenty-four hour hydraulic fracturing operations and use of a workover rig during the completion process directly following the fracing operations.

2. No landscaping and irrigation due to adequate screening from adjacent roads and parcels.

3. In lieu of constructing a perimeter fence around this permitted well, a perimeter fence around the well pad site may be constructed. Said perimeter fence around the well pad site meeting the requirement of the City of Midland to, at a minimum, meet the requirements of the Ordinance No. 8769.

Sound walls shall be used during drilling and completion operations as noted in the application.

This permit shall constitute a written contract for purposes of insurance requirements.

In addition to the requirements of this permit and the Midland City Code § 6-1-23, "Oil and Gas Well Permits Issued On or After January 1, 2010" (Ordinance 8769), including, but not limited to Subsections (K) through (Z), Operator shall develop, maintain and operate the well described herein in accordance with the conditions, limitations and safeguards contained in Operator's application for said well.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS _____ day of July 2021.

CITY OF MIDLAND, TEXAS

BY: _____

Patrick N. Payton, Mayor

UNDERSTOOD AND AGREE THIS _____day of July 2021.

MCM Operating, LLC

By: _____

Matthew Chitwood

Vice President of Land

City Council Meeting

Item Number: 14

Meeting Date: July 27, 2021

To: City Council / City Manager

From: Michael Pacelli, City Traffic Engineer

Subject: **RESOLUTION AUTHORIZING THE CITY MANAGER TO CONVEY A 0.382-ACRE TRACT OF LAND OUT OF SECTION 14, BLOCK 39, T-1-S, T&P RR CO. SURVEY, CITY AND COUNTY OF MIDLAND, TEXAS (THE "CONVEYED TRACT"), TO THE OWNER OF PROPERTY ABUTTING THE CONVEYED TRACT IN EXCHANGE FOR SAID ABUTTING PROPERTY OWNER CONVEYING TO THE CITY A 0.253-ACRE TRACT OF LAND OUT OF LOT 2B, BLOCK 14, CLAYDESTA PLAZA, SECTION 14, CITY AND COUNTY OF MIDLAND, TEXAS (THE "ACQUIRED TRACT"); AUTHORIZING THE CITY MANAGER TO ACCEPT THE ACQUIRED TRACT; AUTHORIZING THE CITY MANAGER TO NEGOTIATE, EXECUTE AND FILE ALL DOCUMENTS NECESSARY TO CONVEY THE CONVEYED TRACT AND ACCEPT THE ACQUIRED TRACT, PURCHASE TITLE INSURANCE POLICIES AND HOLD THE CLOSINGS; ORDERING THE CITY SECRETARY TO RECORD, OR ENSURE THAT THE TITLE COMPANY RECORDS, THE INSTRUMENT CONVEYING TO THE CITY THE ACQUIRED TRACT (DISTRICT 3) (ENGINEERING SERVICES)**

Purpose:

To authorize the City Manager to convey a small, undevelopable portion of City-owned property to the abutting property owner in exchange for a similar-sized portion of the abutting property being conveyed to the City for future use as public street right-of-way.

Recommended City Council Action:

Approve

Fiscal Impact:

There are no direct costs associated with the property acquisition. Minor costs will be incurred for the real estate closing, for which sufficient funds are available in the operating budget of the

Engineering Services Department.

Discussion:

The City owns an approximately 48-acre tract of land north of Claydesta Plaza, generally located northwest of the intersection of N. Big Spring St and Veterans Airpark Ln. Based on past discussions with City Council, the Engineering Services Department was tasked with platting this property to allow for the future development of an internal roadway network on the property that would provide access to land available for commercial development, facilitate traffic circulation in the surrounding area, and also complement the proposed drilling activity on that property by MidlandPetro D.C. Partners, LLC (MPDC).

In setting the alignment for an internal east/west street that will intersect N. Big Spring St slightly north of the existing Starbucks, it was determined that it would be beneficial to the layout of the City-owned property for that new street right-of-way to clip the northeast corner of an adjacent parcel, which is privately owned by Midland North Town Development LLC (MNTD).

It was also determined that there would be a remnant triangle of undevelopable land on the City-owned property that would be landlocked between the MNTD parcel and MPDC site, and that it would be beneficial to MNTD to incorporate that triangle into their parcel prior to their next phase of development.

Therefore, a swap of these two small triangles of land between the City and MNTD was determined by all parties to be mutually beneficial. This item authorizes this City Manager to proceed with conveying the City-owned triangle and simultaneously acquiring the MNTD-owned triangle. This will be treated as an even exchange of land and no funds will be expended or received (except minor closing costs).

After closing on the property transfer, a plat will be brought forward to clean up the property lines of the City-owned and MNTD parcels and dedicate street right-of-way. That plat will need to be approved by both the Planning and Zoning Commission and City Council.

Staff recommends approval.

Morris Williams Jr.

City Manager's Office

RESOLUTION NO. _____

RESOLUTION AUTHORIZING THE CITY MANAGER TO CONVEY A 0.382-ACRE TRACT OF LAND OUT OF SECTION 14, BLOCK 39, T-1-S, T&P RR CO. SURVEY, CITY AND COUNTY OF MIDLAND, TEXAS (THE "CONVEYED TRACT"), TO THE OWNER OF PROPERTY ABUTTING THE CONVEYED TRACT IN EXCHANGE FOR SAID ABUTTING PROPERTY OWNER CONVEYING TO THE CITY A 0.253-ACRE TRACT OF LAND OUT OF LOT 2B, BLOCK 14, CLAYDESTA PLAZA, SECTION 14, CITY AND COUNTY OF MIDLAND, TEXAS (THE "ACQUIRED TRACT"); AUTHORIZING THE CITY MANAGER TO ACCEPT THE ACQUIRED TRACT; AUTHORIZING THE CITY MANAGER TO NEGOTIATE, EXECUTE AND FILE ALL DOCUMENTS NECESSARY TO CONVEY THE CONVEYED TRACT AND ACCEPT THE ACQUIRED TRACT, PURCHASE TITLE INSURANCE POLICIES AND HOLD THE CLOSINGS; ORDERING THE CITY SECRETARY TO RECORD, OR ENSURE THAT THE TITLE COMPANY RECORDS, THE INSTRUMENT CONVEYING TO THE CITY THE ACQUIRED TRACT

WHEREAS, it has been determined by the Midland City Council that a 0.382-acre tract of land out of Section 14, Block 39, 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 "Conveyed Tract"), 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, or for less than fair market value, unless (i) the conveyance is to one or more abutting property owners and (ii) the land or real property interest is a type of land or interest described in Section 272.001(b)(1)-(7); and

WHEREAS, the Council finds that the Conveyed Tract is a narrow strip of land, or land that because of its shape, lack of access to public roads, or small area cannot be used independently under its current zoning or under applicable subdivision or other development control ordinances, as described in Section 272.001(b)(1) of the Texas Local Government Code; and

WHEREAS, the City's Engineering Services Department desires to obtain a 0.253-acre tract of land out of Lot 2B, Block 14, Claydesta Plaza, Section 14, City and County of Midland, Texas, as described in Exhibit "B" attached hereto and made a part hereof for all legal purposes (the "Acquired Tract"), from the abutting property owner (the "Abutting Owner") 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; and

WHEREAS, the Council finds the total value of the City's property interest in the Conveyed Tract to be $16,636.00; and

WHEREAS, the City's Engineering Services Department and the Abutting Owner propose that the City convey the Conveyed Tract to the Abutting Owner in exchange for the Abutting Owner conveying the Acquired Tract to the City; and

WHEREAS, the Council finds it to be in the public interest to authorize the City Manager to convey the Conveyed Tract to the Abutting Owner and to accept the Acquired Tract from the Abutting Owner;

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 convey to the Abutting Owner, on behalf of the City of Midland, any and all real property interests in the surface of the Conveyed Tract by any instrument of conveyance necessary or appropriate; provided, however, that in exchange for said conveyance, the City Manager shall acquire and accept, on behalf of the City of Midland, any real property interests in the Acquired Tract necessary or appropriate, by any instrument 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.

SECTION TWO. That the City Manager is hereby authorized and directed to negotiate, execute and file all documents necessary to convey the Conveyed Tract and accept the Acquired Tract, purchase title insurance policies and hold the closings.

SECTION THREE. That the City Secretary is hereby authorized and directed to file, or ensure that the title company files, the instrument conveying the Acquired Tract to the City in the Deed Records of Midland County, Texas. A copy of said instrument 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:

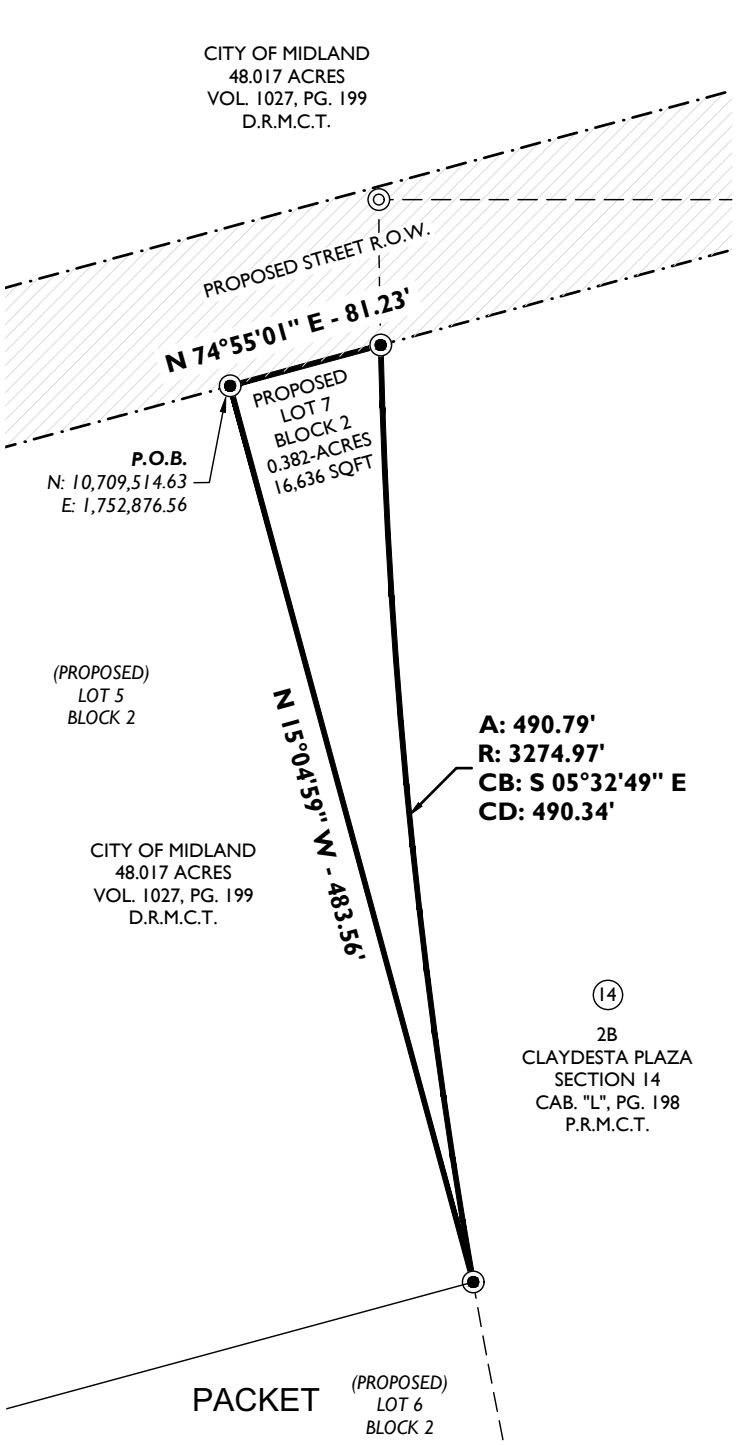
_____
Robert Patrick, City Manager

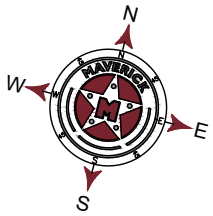
APPROVED AS TO CONTENT
AND COMPLETENESS:

_____
Jose Ortiz, Director of Engineering Services

APPROVED ONLY AS TO FORM:

_____
John Ohnemiller, City Attorney





0' 100' 200'

ORIGINAL SCALE : 1"- 100'

"EXHIBIT A"

FOR A 0.382 ACRE TRACT OF LAND OUT OF A 48.017 ACRE TRACT SITUATED IN SECTION 14, BLOCK 39, T-1-S, T&P RW COMPANY., CITY AND COUNTY OF MIDLAND, TEXAS

LEGAL DESCRIPTION

BEING A 0.382 ACRE TRACT OF LAND OUT OF A 48.017 ACRE TRACT SITUATED IN SECTION 14, BLOCK 39, TOWNSHIP 1 SOUTH, TEXAS and PACIFIC RAILWAY COMPANY SURVEY, CITY AND COUNTY OF MIDLAND TEXAS AS DESCRIBED IN A WARRANTY DEED RECORDED IN VOLUME 1027 ON PAGE 199 OF THE DEED RECORDS OF SAID MIDLAND COUNTY AND BEING CALLED LOT 7 ON A PRELIMINARY PLAT FOR CLAYDESTA PLAZA NORTH, SECTION 6 AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

***BEGINNING** AT N.(Y):10709514.63, E.(X):1752876.56, A ONE HALF INCH IRON ROD WITH A RED PLASTIC CAP MARKED "MAVERICK FIRM#10194514" (RPC) SET ON THE SOUTH RIGHT-OF-WAY LINE OF A PROPOSED ROAD FOR THE NORTHEAST CORNER OF CALLED LOT 5 ON SAID PRELIMINARY PLAT FOR THE NORTHWEST CORNER HEREOF;*

***THENCE** N.74°55'01"E., ALONG SAID RIGHT-OF-WAY, 81.23 FEET TO AN "RPC" SET ON A CURVE TO THE SOUTHEAST HAVING A CHORD BEARING AND DISTANCE OF S.05°32'49"E., 490.34 FEET ON THE WEST LINE OF LOT 2B, BLOCK 14, OF CLAYDESTA PLAZA SECTION 14 AS RECORDED ON A PLAT IN CABINET L ON PAGE 198 OF THE PLAT RECORDS OF SAID MIDLAND COUNTY FOR THE NORTHEAST CORNER HEREOF;*

***THENCE** ALONG THE ARC OF SAID CURVE 490.79 FEET TO AN "RPC" SET AT THE NORTHEAST CORNER OF CALLED LOT 6, THE SOUTHEAST CORNER OF CALLED LOT 5 ON SAID PRELIMINARY PLAT FOR THE SOUTH CORNER HEREOF;*

***THENCE** N.15°04'59"W., ALONG THE EAST LINE OF SAID CALLED LOT 5, 483.56 FEET TO THE POINT OF BEGINNING, CONTAINING 16636 SQUARE FEET OR 0.382 ACRE OF LAND.*

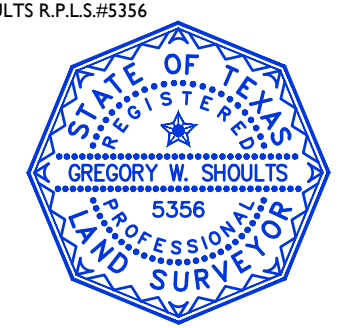
LEGEND

◎	FOUND 1/2" IRON ROD "PLS 1974"
●	SET 1/2" RPC
D.R.M.C.T.	DEED RECORDS MIDLAND CO. TX
P.R.M.C.T.	PLAT RECORDS MIDLAND CO. TX
-·-·-	PROPOSED R.O.W.
- - - -	EXISTING LOTS
———	BOUNDARY LINE
———	PROPOSED LOT LINE

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.

6 MAY 2021

GREGORY W. SHOULTS R.P.L.S.#5356



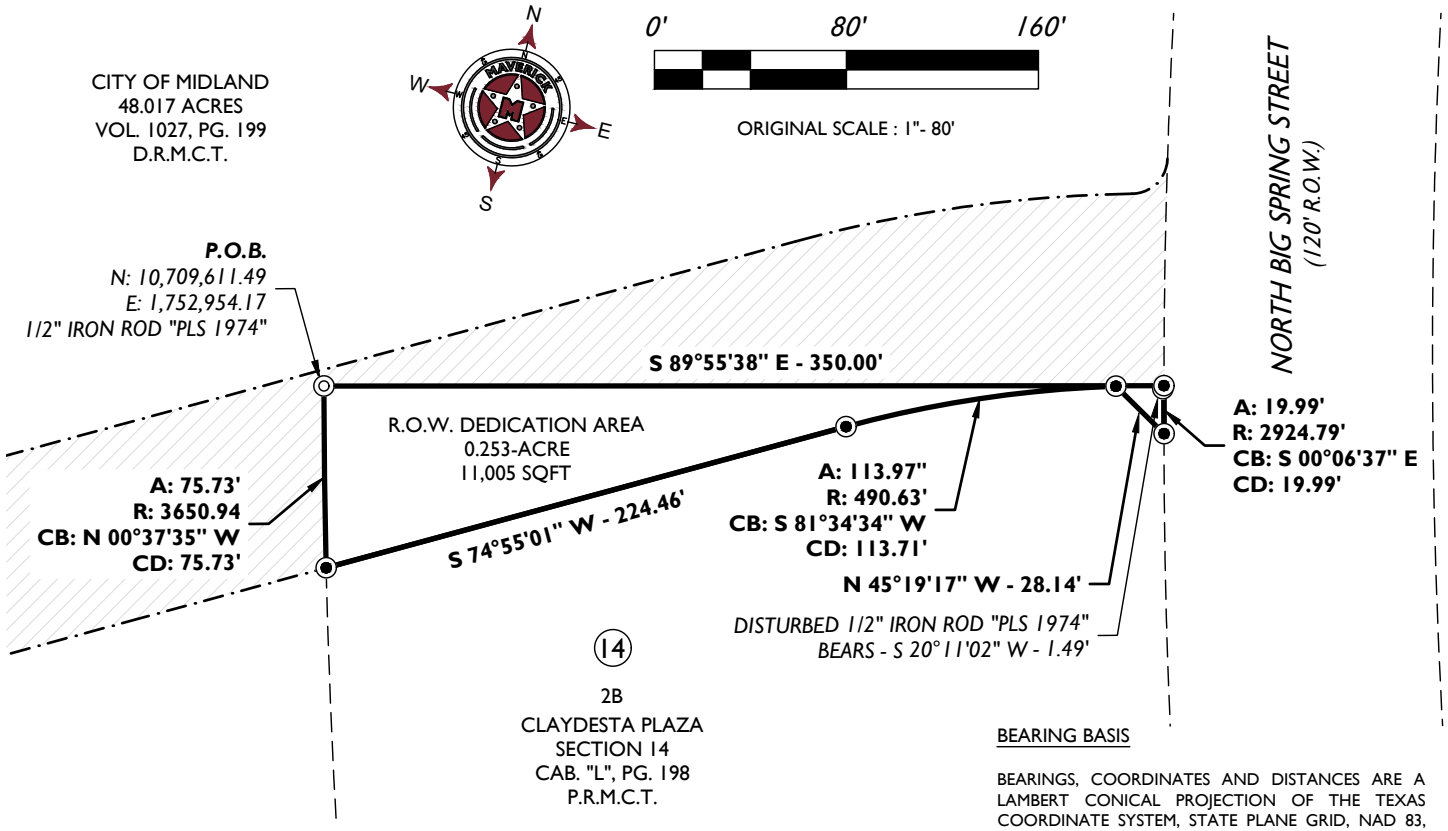
BEARING BASIS

BEARINGS, COORDINATES AND DISTANCES ARE A LAMBERT CONICAL PROJECTION OF THE TEXAS COORDINATE SYSTEM, STATE PLANE GRID, NAD 83, TEXAS CENTRAL ZONE, 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

"EXHIBIT B"

FOR A 0.253 ACRE TRACT OF LAND FOR A PUBLIC RIGHT OF WAY DEDICATION OUT OF LOT 2B, BLOCK 14, CLAYDESTA PLAZA, SECTION 14, CITY AND COUNTY OF MIDLAND, TEXAS



BEARING BASIS

BEARINGS, COORDINATES AND DISTANCES ARE A LAMBERT CONICAL PROJECTION OF THE TEXAS COORDINATE SYSTEM, STATE PLANE GRID, NAD 83, TEXAS CENTRAL ZONE, U.S. SURVEY FOOT

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
25 JUNE 2021: REV 1

STATE OF TEXAS
REGISTERED
GREGORY W. SHOULTS
5356
PROFESSIONAL
LAND SURVEYOR

LEGEND

◎	FOUND MONUMENT AS NOTED
◉	SET 1/2" RPC
D.R.M.C.T.	DEED RECORDS MIDLAND CO. TX
P.R.M.C.T.	PLAT RECORDS MIDLAND CO. TX
— · — · — · —	PROPOSED R.O.W.
— — — — —	EXISTING LOTS
———	BOUNDARY LINE

LEGAL DESCRIPTION

BEING A 0.253 ACRE TRACT OF LAND, SITUATED IN AND TAKEN OUT OF LOT 2B, BLOCK 14, CLAYDESTA PLAZA, SECTION 14, AS RECORDED IN PLAT CABINET L ON PAGE 198 OF THE PLAT RECORDS OF MIDLAND COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

BEGINNING *AT N.(Y):10709611.49, E.(X):1752954.17, A ONE HALF INCH IRON ROD WITH A PLASTIC CAP MARKED "PLS 1974" FOUND FOR THE NORTHWEST CORNER OF SAID LOT 2B AND BEING THE NORTHWEST CORNER HEREOF;*

THENCE *S.89°55'38"E., ALONG THE NORTH LINE OF SAID LOT 2B, 350.00 FEET TO A ONE HALF INCH IRON ROD WITH A RED PLASTIC CAP MARKED "MAVERICK FIRM #10194514" (RPC) SET ON THE WEST RIGHT-OF-WAY LINE OF "NORTH BIG SPRING STREET, AKA STATE HIGHWAY 349" AT A POINT FROM WHICH A DISTURBED ONE HALF INCH IRON ROD WITH A PLASTIC CAP MARKED "PLS 1974" BEARS S.20°11'02"W., 1.49 FEET FOR A POINT OF CURVATURE ON A CONCAVE CURVE, HAVING A RADIUS OF 2924.79 FEET AND A CHORD COURSE AND DISTANCE OF S.0°06'37"E., 19.99 FEET FOR THE NORTHEAST CORNER OF SAID LOT 2B AND THE NORTHEAST CORNER HEREOF;*

THENCE *ALONG THE ARC OF SAID CURVE, BEING ALONG SAID RIGHT-OF-WAY, 19.99 FEET TO AN "RPC" SET FOR THE SOUTHEAST CORNER HEREOF;*

THENCE *N.45°19'17"W., ACROSS SAID LOT 2B, ALONG A PROPOSED 20 FOOT CUTBACK 28.14 FEET TO AN "RPC" SET AT THE POINT OF CURVATURE FOR A CONCAVE CURVE TO THE SOUTHWEST HAVING A RADIUS OF 490.63 FEET AND A CHORD COURSE AND DISTANCE OF S.81°34'34"W., 113.71 FEET FOR THE END OF SAID CUTBACK AND AN INTERIOR CORNER HEREOF;*

THENCE *ALONG THE ARC OF SAID CURVE 113.97 FEET TO AN "RPC" SET AT THE POINT OF TANGENCY HEREOF;*

THENCE *S.74°55'01"W., 224.46 FEET TO AN "RPC" SET AT A POINT ON THE WEST LINE OF SAID LOT 2B, BEING THE POINT OF CURVATURE FOR A CONVEX CURVE TO THE NORTH HAVING A RADIUS OF 3650.94 FEET AND A CHORD COURSE AND DISTANCE OF N.0°37'35"W., 75.73 FEET FOR THE SOUTHWEST CORNER HEREOF;*

THENCE *ALONG THE ARC OF SAID CURVE. 75.73 FEET TO THE* ***POINT OF BEGINNING****, CONTAINING 11005 SQUARE FEET OR 0.253 ACRE OF LAND.*

MAVERICK
ENGINEERING / SURVEY / WATER RESOURCES
1909 West Wall Street, Suite "K"
Midland, Texas 79701
ENGINEER FIRM #: F-15089
SURVEY FIRM #: 10194514
Tel: (432) 262-0922 Fax: (432) 262-0989
www.Maverick-Eng.com

City Council Meeting

Item Number: 15

Meeting Date: July 27, 2021

To: City Council / City Manager

From: Carl Craigo, Director

Subject: **Motion authorizing the City Manager or the City Manager's designee to advertise a request for proposal for an operator for services associated with the remediation of T-Bar wellfield remediation plan as approved by the Texas Railroad Commission 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) (UTILITIES)**

Purpose:

To authorize the City Manager or the City Manager's designee to advertise a request for proposal for an operator for services associated with the remediation of T-Bar wellfield remediation plan as approved by the Texas Railroad Commission 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.

Recommended City Council Action:

Approve

Fiscal Impact:

Unknown

Discussion:

In 1965 the City of Midland purchased 20,229 acres of land known as the T-Bar Ranch in Winkler and Loving Counties in Texas to secure long-term water rights. The City later acquired groundwater rights to three sections of land contiguous to the T-Bar Ranch (Appendix C, Exhibit A). Subsequent Oil and Gas related lease activities on the City land resulted in multiple releases of salt water to the subsurface. Elevated levels of total dissolved solids (TDS) and

chloride in groundwater were observed. RRC file documents show sources of the contamination to be near well TH-6 (Crittendon site) and JB Tubb 1-A well (Appendix C, Exhibit B). Sampling results from RRC wells and other monitoring wells is the vicinity show an increasing trend in contaminant levels in wells between these sources areas and the City of Midland T-Bar Wellfield water supply wells

Morris William Jr.

City Manager's Office

CITY OF MIDLAND, TEXAS

TECHNICAL SPECIFICATIONS

FOR

MIDLAND T-BAR WELLFIELD REMEDIATION PLAN IMPLEMENTATION

TEXAS RAILROAD COMMISSION OPERATOR CLEANUP PROGRAM
(OCP) NO. 08-4175



6/16/2020

June 16, 2020

Enprotec / Hibbs & Todd
6310 Genoa Avenue, Suite E, Lubbock, Texas 79424
Phone: (806) 794-1100 Fax: (806) 794-0778 Website: e-ht.com
PE Firm Registration No. 1151
PG Firm Registration No. 50103
RPLS Firm Registration Nos. 10011900

TECHNICAL REQUIREMENTS

A. SCOPE OF SERVICES SUMMARY

The purpose of the RFP is to implement the City of Midland's T-Bar Wellfield Remediation Plan as approved by the Texas Railroad Commission letter dated June 14, 2019 (Appendix A). The project is expected to be completed in a phased approach. Workplans for each phase of the project will be submitted to the City of Midland for review prior to conducting any proposed activities. The project phases will include but are not limited to the following:

1) File Review/Regulatory Communications and Approvals: Texas Railroad Commission (RRC), Texas Water Development Board (TWDB) well reports database, and other local or state resources.
2) Pumping Test
3) Pilot Study
4) Groundwater Remediation Plan
5) Recovered Water Disposal

B. BACKGROUND

As noted in the May 22, 2007, letter from the City of Midland Utilities Department to the RRC (Appendix B), in 1965 the City of Midland purchased 20,229 acres of land known as the T-Bar Ranch in Winkler and Loving Counties in Texas to secure long-term water rights. The City later acquired groundwater rights to three sections of land contiguous to the T-Bar Ranch (Appendix C, Exhibit A).

Subsequent Oil and Gas related lease activities on the City land resulted in multiple releases of salt water to the subsurface. Elevated levels of total dissolved solids (TDS) and chloride in groundwater were observed. RRC file documents show sources of the contamination to be near well TH-6 (Crittendon site) and JB Tubb 1-A well (Appendix C, Exhibit B). Sampling results from RRC wells and other monitoring wells is the vicinity show an increasing trend in contaminant levels in wells between these sources areas and the City of Midland T-Bar Wellfield water supply wells.

C. GENERAL NOTES

As outlined in the above-referenced City of Midland's T-Bar Wellfield Remediation Plan (Plan) dated September 27, 2019 (Appendix D), and approved by the RRC letter dated June 14, 2019 (Appendix A), and subsequent RRC letter requesting additional information dated November 29, 2019 (Appendix E), and the City of Midland's response letter undated, but stamped received by the RRC on January 2020 (Appendix F), the cleanup goal is to pump 25,000-acre feet of groundwater to mitigate the contaminants (chloride and TDS). This is to be accomplished by pumping groundwater at the rate of 5,000-acre feet per year for five years.

The period of performance for an awarded contract is five (5) years. The Successful proposer shall perform the work under a contract defined by the City of Midland. The prices in the contract awarded under this RFP will be negotiated fixed prices for the total duration of the contract, including any and all renewals.

If during the contract term there is a change in economic conditions that result in Successful proposer's actual costs to increase more than 10% for any agreed price, Successful proposer may request a price adjustment. Such request must be sent in writing to City of Midland no later than 90 Days prior to September 30 of the current Fiscal Year. The request for a price adjustment must provide sufficient evidence of Successful proposer's actual costs in order for City of Midland to make a determination. Approval of the request shall be at City of Midland's sole reasonable discretion. If approved, revised costs will be effective October 1 of the following Fiscal Year.

For pricing criteria to be considered by the City, drilling depths on the price proposal sheet for monitoring wells and recovery wells are assumed ranges below ground surface, based on Table 1 from the above-mentioned Plan (Appendix D), and are as follows:

PROPOSED RECOVERY WELLS FOR PRICING PURPOSES		
Number	**Estimated Depth Range (feet)**	**Estimated Total Footage**
3	400-450	1,245
6	450-500	2,915
2	500-700	1,300

PROPOSED MONITORING WELLS FOR PRICING PURPOSES		
Number	**Estimated Depth Range (feet)**	**Estimated Total Footage**
2	400-450	900
4	450-500	2,000
2	500-700	1,400

The actual number of recovery wells and monitoring wells will be determined, based on the pumping test and pilot study results.

Monitoring wells shall be constructed to allow for passive sampling of discrete intervals throughout the full thickness of the alluvial aquifer. Recovery wells should be designed and installed to the full depth of the alluvial aquifer.

Payment for recovery and monitoring wells will be based on the per foot cost negotiated on the contract awarded under this RFP and the actual drilled footage incurred, based on field conditions. The actual number of recovery wells and monitoring wells will be determined, based on the pumping test and pilot study results. Any penetration of the

upper alluvial aquifer into a deeper undesirable zone will be plugged back and sealed off from the upper aquifer at no additional cost to the City.

All wells shall be constructed in accordance with the most recent version of the 16 TAC 76, ASTM D5092-16 and D5787-20, any applicable federal, state, and other guidance.

D. PUMPING TEST

1. Recovery/Pumping Well Design. Submit proposed well design including drilling, completion, development, and surveying of wells. Wells are to be drilled in accordance with Texas Department of Licensing and Regulation (TDLR) Water Well Drillers and Pump Installers rules using a licensed driller. Well reports for existing City water supply wells are included in Appendix G.
2. Pumping Test
    a. Arrange in advance for permitting and disposal of contaminated produced water from the test.
    b. Review existing data and published information.
    c. Notify City of Midland 14 days prior to the initiation of field operations. Coordinate in advance with the City of Midland well field pumping schedule to be most advantageous for the pumping test.
    d. Install a single recovery well for an aquifer pumping test. Locate in an advantageous position to be used for the permanent remediation system.
    e. Install up to 3 monitoring wells to be used as observation wells during the test. Observation wells should be located in an advantageous position to be used for monitoring the permanent remediation system effectiveness, if practical. Well reports for existing monitoring wells are included in Appendix H.
    f. Alternately, use existing monitoring wells as observation wells for the test, if properly located.
    g. Perform a 72-hour constant-rate pumping test. A period of pre-test monitoring in the pumping well and proposed observation wells should be carried out for a minimum of 3 days prior to conducting the pumping test. The duration of the pumping test shall be determined, based on the observed data, by a hydrogeologist, experienced with similar tests, and licensed as a geoscientist in Texas. At the conclusion of pumping, a recovery test will be also performed. The recovery test should continue until the water level in the pumping well has recovered to within 90% of the initial pre-test static water level. If 90% recovery has not been achieved in 24 hours, the same water-level measurements and frequency shall continue every 24 hours for five days or until full water level recovery occurs, whichever comes first.
    h. Monitor and plot drawdown in the pumping well and observation wells.
    i. Near the end of the test, collect groundwater samples from the pumping well. Analyze the samples for calcium, iron, manganese, hardness, total dissolved solids, chloride, total suspended solids, alkalinity, Langlier's Saturation Index, pH, and total organic carbon.

j. Provide and analyze the field data to determine aquifer parameters including hydraulic conductivity, transmissivity, storativity, pumping rate, drawdown, long-term yield, radius of influence, and capture zone width.
k. Properly contain and dispose of contaminated water produced by the test.

E. PILOT STUDY

1. Pilot test: Install two (2) additional recovery wells at the spacing determined from the pumping test to capture contaminates and prevent further migration toward the City of Midland T-Bar Wellfield. Pump all three (3) recovery wells for 3 months. Periodically gauge and monitor appropriate water levels in pumping, observation, and monitoring wells to verify estimated drawdown and capture zone widths. Make final recommendations for number and spacing of recovery wells for the Groundwater Remediation Plan.
2. Submit proposed recovery and monitoring well design including drilling, completion, development, and surveying of wells.

F. GROUNDWATER REMEDIATION PLAN

Prepare comprehensive Groundwater Remediation Plan (Plans, Specifications, & Construction Phase services)

1. Objective: Using the data from the aquifer test and pilot test, design a pump-and-disposal system to recover contaminated groundwater and prevent migration of contaminants toward the City of Midland municipal wellfield.
2. The Groundwater Remediation Plan shall contain:
    i. Aquifer and Pilot Test data and reports.
    ii. Site-Specific Geology and Hydrogeology
        1. A discussion of how the site geology and hydrogeology support the pump-and-dispose remediation and a description of any measures or special design considerations necessary to overcome any geologic limitations. Include references to any previously submitted reports that contain any field tests conducted to determine site-specific conditions and all related calculations.
        2. At least one and no more than three representative geologic cross-sections through the areas to be treated. Each cross-section should support the pump-and-dispose design and include sufficient detail to support recovery-well placement and screening, pump intake depth, well materials, screen design, etc.
        3. All geoscience work must be sealed by a licensed professional geoscientist, as required by Texas Occupations Code Chapter 1002 and 22 TAC 851.
    iii. Site Assessment History

1. Cumulative tables for sampling media (groundwater analytical results) as well as injection well plugging or repair.
2. Cumulative tables of all gauging data (water level data and well-screen intervals).
3. The most current maps of groundwater contaminant concentrations.
4. The most recent groundwater gradient maps.
5. A graph of groundwater elevations versus time for each monitoring well.
6. A graph of groundwater concentrations (TDS and chloride) versus time for each identified contaminant for each monitoring event. (May be on one graph but broken out by constituent.)
7. Boring logs and State well reports for each recovery and monitoring well installed.

iv. Target Cleanup Goal
1. Reference any previously submitted reports that contain the determination of the cleanup goals. Provide the date of each report, the title, and the type of report and agreed upon cleanup goal (i.e., background, MCL, etc.).
2. The estimated cumulative mass of contaminants to be removed. Include all calculations and methodologies used to obtain this estimate.
3. The estimated time to achieve the cleanup concentration using the proposed technology. Include all calculations and methodologies used to obtain this estimate.

v. Pump-and-dispose System Design
1. A summary of the feasibility-test data that were used in the system design.
2. A brief description of the proposed remediation system, engineering data, and utility requirements to operate the system.
3. Remediation-system layout drawn to scale on a base site map and plan-view schematic.
4. Design drawings or modifications to the design drawings and specifications of the system (engineering work must be sealed by a Texas licensed professional engineer).
5. Design drawings of the recovery wells, holding pond, and disposal method (injection well, sell for oilfield use, etc.).
6. One or more groundwater capture zones overlaid on a contaminant concentration map of the contaminants requiring cleanup.
7. Operating conditions, including weather concerns, access problems and agreements, building constraints, etc.

8. Discussion of any waste-disposal considerations including the type of waste, estimated frequency of disposal, final disposition, etc.
9. Discuss any permits or approvals that will be necessary to implement the Groundwater Remediation Plan. Identify the agencies involved and any sampling or monitoring requirements associated with the permit or approval. Include copies of any permits or approvals obtained.
10. Discuss how telemetry will be used to monitor system operations.
11. Discuss a contingency plan or alternative approach that will be performed if the proposed remediation system is not effective once implemented.
12. An implementation schedule that includes estimated dates for permit approval, system installation, startup, etc.
13. Include any equipment brochures, vendor information, or system or component specifications from vendors.
14. Describe Remediation System Installation, construction phase and close out services.

vi. Recovered Water Holding Pond Design and Installation
In accordance with RRC rules and guidelines, permit, design, and install a lined ground storage pit to hold a capacity of 500,000 barrels of recovered water. The rules governing the maintenance and use of pits are outlined in Title 16, Part 1, Chapter 3, Section 3.8 (SWR 8).

vii. Recovered Water Disposal (Downhole)
1. Dispose of recovered water downhole as approved by and in accordance with rules and guidance of the RRC. Other methods approved by the RRC will also be considered.
2. Alternately, if recovered water, or a portion of it, can be sold for use by third parties for oil and gas production activities, in accordance with all RRC or other State and local requirements, the Contractor will pay the City an amount equal to twenty five percent (25%) of the gross sales proceeds collected by Contractor or any affiliate from the third-party purchaser. On the first day of each month, Contractor will pay the City all amounts due for proceeds collected the previous month by Contractor or any affiliate.

viii. System Operation & Maintenance Plan
1. A monitoring plan for the remediation system startup phase, which specifies monitoring and adjusting system components to optimize contaminant mass removal. The plan typically designates where and how often to collect flow

measurements, groundwater-pumping data, and other indicators, as outlined in Tables 1 and 2 below, to evaluate system operation and improve system performance to maximize contaminant removal.

2. A monitoring plan for long-term system operation in the remedial phase that identifies the groundwater monitoring locations and frequency, constituents to be analyzed, and methods for sample collection. The plan should also specify the monitoring of system parameters like flow measurements, water levels, etc., needed to evaluate system performance.
3. A description and schedule of any routine system maintenance, including any anticipated equipment replacements or upgrades.
4. A description of the procedures for preventing and abating unauthorized discharges.
5. A discussion of how the monitoring data and system performance indicators will be used frequently and routinely to evaluate system performance.
6. A description of the procedures for addressing system-performance issues when the system fails to meet the designed performance criteria as specified in the Groundwater Remediation Plan.
7. A discussion of how to determine whether the cleanup concentrations have been met or optimum mass removal has been achieved.
8. A description of the monitoring and reporting requirements for any discharge/disposal permits.
9. Pay for performance: Monthly invoicing for System O&M activities will be paid based on the percentage of operational time. For operational time greater than 90%, all pay Items invoiced and paid at 100% of the contract price. For operational time less than 90%, all pay items will be invoiced and paid at the actual operational percent of contract price. Operational time will be determined by clock meter or totalizing flow meter. A monthly operational goal, based on pumping up to 5,000-acre feet per year, is used to calculate the monthly percentage of operational time. No additional payments will be made for operational time exceeded 100% of this goal on a monthly basis.

Table 1: Startup Monitoring Frequencies for Remediation System			
Type of System	**Monitoring Frequency**	**Parameter**	**Location**
Groundwater Pump & Dispose Downhole	Daily for 7 days	• pumping rate	• manifold and pumping well
		• total groundwater volume pumped	• totalizer
		• depth to water and gauging (elevation) of the pump inlet	• pumping well
		• water influent and effluent samples (1 set)	• extraction well sampling port and discharge point
		• operating time	• clock meter or telemetry

Table 2: Long-Term Monitoring Frequencies for Remediation System			
Type of System	**Monitoring Frequency**	**Parameter**	**Location**
Groundwater Pump & Dispose Downhole	Monthly	• pumping rate	• manifold and pumping well
		• total groundwater volume pumped	• totalizer
		• depth to water and gauging (elevation) of the pump inlet	• pumping well
		• water influent and effluent samples	• extraction well sampling port and discharge point
		• operating time	• clock meter or telemetry

ix. Groundwater Monitoring Plan

1. Provide recommendations for any additional monitoring wells to evaluate system performance and deep & shallow contaminate concentrations.
2. Submit proposed monitoring well design including drilling, completion, development, and surveying of wells. Wells are to be drilled in accordance with TDLR Water Well Drillers and Pump Installers rules using a licensed driller. Well reports for existing monitoring wells are included in Appendix H.
3. Monitoring schedule: Specify quarterly, semi-annual, or annual well-specific sampling plan for the project duration.
4. Sample Parameters: TDS, chloride; Deep and Shallow sample depths, groundwater gauging/levels, pump intake elevations, etc. All gauging reference points will be top of casing and surveyed to mean sea level and gauged to within 0.01 feet accuracy. Laboratories used for analyses must be a National Environmental Laboratory Accreditation Program (NELAP) accredited laboratory with the Texas Commission on Environmental Quality.

5. Summarize reporting requirements to regulatory agencies, permitting agencies, City of Midland, and any other concerned parties.
6. File required quarterly, semi-annual, and annual reports as required by local, state, or federal agencies. In addition, provide quarterly updates to the City of Midland, including a summary of monthly data, and a groundwater gradient map demonstrating the pumping system's effectiveness.

G. REPLACEMENT OF RECOVERED WATER (Optional Alternate 1)

1. Identify water source, obtain water rights, permits, and regulatory approvals to furnish groundwater to the City to replace the recovered water disposed or sold from of the remediation activities.
2. Develop an agreement subject to review and approval by the City to furnish groundwater hereunder.
3. Groundwater provided under this Alternate 1 shall be through a Public Water System (PWS) in accordance with rules and regulations promulgated by the Texas Commission on Environmental Quality.

H. SCHEDULE

1. Before Starting Construction
    a. Baseline Schedule. The Owner will notify Successful proposer in writing within ten (10) Days of the submittal of a Baseline Schedule if the schedule is "Accepted," "Accepted as noted," or is "Rejected." Unless otherwise specified in the Contract, Successful proposer will be wholly and solely responsible for construction means, methods or techniques, therefore the Engineer's and Owner's review of the Baseline Schedule will be for compliance with the Specifications and Contract requirements. Acceptance by the Owner shall not relieve Successful proposer of any of its responsibilities for the accuracy or feasibility of the schedule. Any Baseline Schedule which alters Contract Time shall be deemed "Rejected." In no event may approval of a Baseline Schedule revise the Contract Documents, including Contract Time, unless accompanied by a related Change Order. Successful proposer shall not commence Work until the Engineer and Owner accepts a Baseline Schedule.
    b. The Owner will use the Baseline Schedule to establish major construction operations, to determine Contract Time extensions, and to measure the progress of the Work. Successful proposer shall be responsible for assuring all Work, including all Subcontractor Work, is included in the Baseline Schedule. Successful proposer shall be responsible for assuring that all Work sequences are logical and that the Baseline Schedule indicates a coordinated plan. Failure by Successful proposer to include any element of Work required for

performance of the Contract shall not excuse Successful proposer from completing all Work within the required time.

c. For Baseline Schedules that are “Rejected”, the Owner shall communicate, in writing, to Successful proposer all portions of the schedule that are not in compliance with the Contract requirements. Successful proposer shall, within seven (7) days of receipt of the reasons for rejection of the schedule, provide a new Baseline Schedule and all additional information necessary for the Owner to “Accept” the Baseline Schedule. The Owner will notify Successful proposer in writing within seven (7) days of the submittal of the corrected Baseline Schedule if the schedule is “Accepted,” “Accepted as noted,” or is “Rejected.” Successful proposer’s failure to provide a timely and acceptable new Baseline Schedule in response to a rejected schedule waives any Claim the basis of which would have been documented by an acceptable Baseline Schedule.
d. Successful proposer shall provide a Baseline Schedule which clearly describes the following:
    i. A reasonable and workable plan to complete the Work within the Contract Time;
    ii. The order and relationships of construction activities and the sequence of the Work;
    iii. Construction activities in a format prescribed by the Owner so the Owner can readily identify the Work and measure the progress of each construction activity;
    iv. The Project’s critical path;
    v. The milestones or other key dates specified in the Contract; and;
    vi. Logic diagrams.

2. The Baseline Schedule shall consist of network diagrams and associated bar graphs and shall include a tabulation of each activity shown on the detailed network diagrams. Provide, at a minimum, the following information on the Baseline Schedule:
    a. Construction activity description;
    b. Early start date (each activity);
    c. Late start date (each activity);
    d. Original duration, in workdays (each activity);
    e. Total float and free float (each activity);
    f. Sequence and interdependence of activities;
    g. Workdays each week;
    h. Successful proposer designated holidays;
    i. Number of shifts per day;
    j. Number of hours per shift;
    k. Scheduled Completion Date;
    l. Anticipated weather events based on historical data; and
    m. Resource Loading.

3. The Baseline Schedule shall include a report of projected Project completion measured in dollars and time. Float contained in the Baseline Schedule is not for the exclusive use or benefit of either the Owner or Successful proposer.
4. Successful proposer shall prepare and submit one (1) electronic copy and two (2) time-scaled color prints of the Baseline Schedule, using a project scheduling software as approved by the Owner that includes the following features:

    a. Display the schedule as a Gantt chart;
    b. Clearly display the critical path of scheduled construction activities apart from the noncritical scheduled construction activities;
    c. Calculate and display total float and free float for each construction activity;
    d. Clearly display the early start, late start, early finish and late finish dates for each construction activity; and,
    e. Ability to easily store and transfer the schedule as a file (or files) from one computer to another.
5. Successful proposer shall submit an updated Baseline Schedule, the Progress Schedule, monthly with the Application of Payment. Failure by Successful proposer to submit the Progress Schedule is non-conformance and the Progress Payment shall be withheld until a Progress Schedule is submitted.
6. Each construction activity in a monthly or revised schedule shall contain the same information required for the Baseline Schedule. Successful proposer shall include in the schedule a report of projected percent complete, measured in dollars and time. In no event may acceptance of a schedule revise the Contract Documents, including Contract Time, unless accompanied by a related Change Order. Any monthly or revised Progress Schedule which alters Contract Time shall be deemed rejected.
7. Float contained in the Progress Schedule is not for the exclusive use or benefit of either the Owner or Successful proposer, except as follows: float generated on critical path construction activities due to the acceleration of Successful proposer's performance, at the written direction of the Owner, shall be for the exclusive use of the Owner; and, float generated on critical path construction activities due to the reduction or elimination of items shall be for the exclusive use of the Owner.
8. The Owner may grant time extensions only to the extent that the construction activities on the critical path of the Progress Schedule in effect at the time of the delay are impacted.

I. SITE CLOSURE

1. After all remediation activities have been completed and a site closure/no further action letter granted by the RRC, provide the cost for recovery and monitoring well plugging, well pad removal, surface restoration, equipment removal, and disposal/recycling at facilities approved by the City of Midland.

2. For recovery and monitoring wells, the contractor shall remove the well house, electrical equipment, piping, and pumps associated with the monitoring and recovery wells and plug the wells. Work shall include, but not be limited to the following:
    a. Plug and abandon the well in accordance with TDLR Water Well Drillers and Pump Installers rules using a licensed driller.
    b. Remove the well covers and attempt to pull the well casings.
    c. Pressure cement the well using a slurry seal from the bottom (total depth of well) to the surface using a tremie line. Slurry seal shall be Type I or Type III Portland cement and water in the portion of 5 to 6 gallons of clean water per 94 lb bag or 1 cubic foot of cement. Cement shall contain 3 percent to 6 percent Volclay bentonite powder. Alternately seal may be bentonite slurry prepared by mixing dry Volclay bentonite powder into fresh water in a ratio of 15 pounds of bentonite to 7 gallons of water to yield 1 cubic foot of bentonite slurry, followed by a cement plug from the land surface to a depth of not less than two (2) feet.
    d. Clean-up site and dispose of all debris.
    e. Plugging shall conform to the Water Well Drillers and Pump Installers Administrative Rules (Administrative Rules of the Texas Department of Licensing and Regulation 16 Texas Administrative Code, Chapter 76 (Effective April 1, 2018).

PRICE PROPOSAL SHEET: RFP MIDLAND T-BAR WELLFIELD REMEDIATION PLAN IMPLEMENTATION FOR LABOR, MATERIAL, EQUIPMENT AND INCIDENTALS:

ITEM NO	ESTIMATED QUANTITY	DESCRIPTION AND UNIT PRICE (Price to be written in words)	UNIT PRICE	TOTAL PRICE
1	1 LS	Mobilization, bonds, and insurance (not to exceed 5% of total base price) for the lump sum of _____Dollars and _____ Cents per lump sum.	$_____/LS	$ _____
2	1 LS	Furnish File Review, Regulatory Communications, and Approvals for the lump sum of _____Dollars and _____ Cents per LS.	$_____/LS	$_____
3	1 LS	Perform 72-hour Pumping Test for _____ Dollars and _____ Cents per LS.	$ _____/LS	$ _____
4	1 LS	Perform Pilot Study for _____ Dollars and _____ Cents per LS.	$ _____/LS	$ _____
5	1 LS	Prepare Groundwater Remediation Plan for _____ Dollars and _____ Cents per LS.	$ _____/LS	$ _____
6	1,245 FT	Furnish three Recovery Wells Design and Installation (400'-450' TD) for _____ Dollars and _____ Cents per foot.	$ _____/Ft	$ _____
7	2,915 FT	Furnish six Recovery Wells Design and Installation (450'-500' TD) for _____ Dollars and _____ Cents per foot.	$ _____/Ft	$ _____
8	1,300 FT	Furnish two Recovery Wells Design and Installation (500'-700' TD) for _____ Dollars and _____ Cents per foot.	$ _____/Ft	$ _____
9	900 FT	Furnish two Monitoring Wells Design and Installation (400'-450' TD) for _____ Dollars and _____ Cents per foot.	$ _____/Ft	$ _____
10	2,000 FT	Furnish four Monitoring Wells Design and Installation (450'-500' TD) for _____ Dollars and _____ Cents per foot.	$ _____/Ft	$ _____

11	1,400 FT	Furnish two Monitoring Wells Design and Installation (500'-700' TD) for _____ Dollars and _____ Cents per foot.	$ _____/Ft	$ _____
12	1 LS	Perform Water Holding Pond Design, Permitting, and Installation for _____ Dollars and _____ Cents per LS.	$ _____/LS	$ _____
13	25,000 ACRE FEET	Perform Recovered Water Disposal (not sold to a third party) for _____ Dollars and _____ Cents per acre foot.	$ _____/AF	$ _____
14	1 LS	Perform Remediation System Design and Installation for _____ Dollars and _____ Cents per lump sum.	$ _____/LS	$ _____
15	5 YEARS	Perform Remediation System Operation & Maintenance for _____ Dollars and _____ Cents per year.	$ _____/YR	$ _____
16	5 YEARS	Perform Groundwater Monitoring, Sampling, and Reporting for _____ Dollars and _____ Cents per year.	$ _____/YR	$ _____
17	5 YEARS	Allowance Annual Remediation System equipment repairs/replacement cost for Thirty Thousand Dollars and No Cents per year.	$ 30,000/YR	$ 150,000
18	1 LS	Perform Site Closure for _____ Dollars and _____ Cents per year.	$ _____/LS	$ _____
TOTAL BASE PRICE (Items 1 thru 18)			$ _____	

ALTERNATE 1 (Optional):

A1	ACRE FEET	Furnish Groundwater as Replacement of Recovered Water for _____ Dollars and _____ Cents per acre foot.	$_____/AF	N/A

Acknowledgement of receipt of addenda:

No.____ Date:_____ No.____ Date:_____

No.____ Date:_____ No.____ Date:_____

END OF PRICE PROPOSAL SHEET

Appendix A

Texas Railroad Commission (RRC) Correspondence

RRC Letter (6/14/2019)

CHRISTI CRADDICK, CHAIRMAN
RYAN SITTON, COMMISSIONER
WAYNE CHRISTIAN, COMMISSIONER

DANNY SORRELLS
ACTING DIRECTOR, OIL AND GAS DIVISION
CLAY WOODUL
ASSISTANT DIRECTOR, FIELD OPERATIONS

RAILROAD COMMISSION OF TEXAS
OIL AND GAS DIVISION

14 June 2019

Mr. Courtney B. Sharp
City Manager
300 North Lorraine
Midland, TX 79701

Re: *City of Midland Response to Railroad Commission of Texas*, dated 01 April 2019 (Letter)
Heritage Trust (379777)
Crittendon Field (City of Midland) Tubb 1-A Well Release (Site)
Winkler County
Operator Cleanup Program (OCP) No. 08-4175

Dear Mr. Sharp:

Railroad Commission of Texas (RRC) OCP staff reviewed the above-referenced Letter prepared by the City of Midland (COM) for the Crittendon Field Tubb 1-A Well Release Site (Site). RRC OCP Staff approves the COM's Work Plan, dated 27 September 2018. To move forward contact the Oil and Gas Division Technical Permitting staff manager, Tiffany Humberson, at (512)-463-4354. The authorizations for the handling, storage, and transportation of the affected water will go through the Technical Permitting section. Please copy OCP staff on all correspondence as well.

All submittals to OCP staff should be provided electronically with one paper copy to the Austin Site Remediation Section. Please notify the RRC Midland District Office a minimum of five business days prior to conducting field activities. Reports or documents containing geoscience services or work must be sealed by a professional geoscientist as required by the Texas Geoscience Practice Act. If you have questions, please feel free to contact me at 512-463-6755 or via email at jessica.cofrancesco@rrc.texas.gov.

Sincerely,

Jessica Cofrancesco
Technical Coordinator
Site Remediation Section

cc: Mr. Peter G. Pope, P.G., Manager, Site Remediation (electronic copy)
Mr. Jeffrey Morgan, Director, District 08 RRC Office (electronic copy)
Mr. David Cooney, Attorney, RRC Austin Office (electronic copy)
Ms. Tiffany Humberson, Technical Permitting, RRC Austin Office (electronic copy)
Mr. James Beach, WSP (electronic copy)
OCP e-file

Mr. William Wilder
Axis Environmental Services, Inc.
5415 Country Court
Magnolia, TX 77354

Appendix B

Background

City of Midland Utilities Department letter to RRC (5/22/2007)

MIDLAND
CITY OF MIDLAND

Utilities Department

May 22, 2007

300 N. Loraine
Post Office Box 1152
Midland, Texas 79702-1152

432.685.7260
Fax 432.685.5056
Fax 432.685.0523

RECEIVED
RRC OF TEXAS

MAY 30 2007

OIL & GAS DIVISION
AUSTIN, TEXAS

Mr. G. W. "Bill" Hartzoge
Railroad Commission of Texas
Oil & Gas Division, District 8 & 8A
10 Desta Drive, Suite 500 E
Midland, Texas 79705-4515

Re: City of Midland
T-Bar Ranch Well Field
FORMAL COMPLAINT

Dear Mr. Hartzoge:

The City of Midland purchased 20,229 acres of land, known as the T-Bar Ranch in Winkler and Loving Counties in West Texas in 1965 for the purpose of securing the water rights. In addition, the City later acquired the groundwater rights to three sections of land contiguous to the ranch. Both the surface and groundwater rights were purchased with the intent that this would be a future water supply for the City.

Ed L. Reed, consulting hydrologist, performed an initial evaluation of the groundwater under this property in August 1965. As a part of this evaluation, five test holes were drilled throughout the area and groundwater was analyzed and determined to be suitable for municipal development.

Ed L. Reed and Associates, Inc. performed a second detailed evaluation in 1984. This evaluation included drilling 23 new test holes throughout the area. Groundwater quality data from the 1984 evaluation and subsequent data gathered in 1989 and 2000 provide background levels of chlorides, sulfates, dissolved solids and other constituents found in the groundwater.

Arcadis G&M, Inc. (Arcadis) was contracted by the City in 2003 to perform an updated evaluation of the well field. Six of the existing 1984 test holes were resampled during this evaluation. While the majority of the resampled wells showed little deviation from prior test results, one of the test holes – specifically test hole six (TH-6) – exhibited extremely elevated chlorides as compared to historical records. TH-6 is located approximately one-quarter mile east of the Crittendon field office site in Section 24, Block C-23, PSL Survey, Winkler County, Texas. This test hole has the following history:

Year	Chlorides	Sulfates	Total Dissolved Solids
1984	128	420	1016
2000	99	500	868
2003	6200	400	13000

The 2003 test results prompted an in-depth investigation of this test hole and surrounding activity.

Arcadis performed the in-depth investigation of TH-6 beginning in early 2004. Arcadis' work plan included review of aerial photographs and land maps to identify potential sources for the elevated chlorides in the

vicinity of TH-6, field verification for further assessment of the identified sources, resampling of TH-6 and the water well in the Crittendon field office site, and drilling of new monitor wells.
Based on the analytical results for TH-6 at three different depths and the Crittendon well, several potential contamination sources to the west and northwest of the Crittendon Plant area were ruled out as possible contaminant sources and the investigation was focused on areas immediately west and northwest of TH-6. The results of resampling of TH-6 and the Crittendon field office well were as follows:

Date	Well	Chlorides	Sulfates	Total Dissolved Solids
3/25/04	Crittendon	<100	320	<1000
4/9/04	TH-6 170'	3300	490	6610
4/9/04	TH-6 250'	3800	480	7500
4/9/04	TH-6 295'	3600	470	7370

The chlorides in TH-6 were still significantly elevated, so three monitor wells were drilled to help delineate the upgradient extent and source of the impact: MH-1, MH-2 and MH-3. MH-1 was drilled immediately east-northeast of a surface evaporation pond at the southeast corner of the Crittendon site in the NW/4 of Section 24, PSL Block C-23. MH-2 was drilled immediately southeast of a compressor station and MH-3 immediately southeast of another compressor station, both located in the SW/4 of Section 25, PSL Block C-23.

MH-1 exhibited elevated chlorides when analyzed in May 2004, which prompted the drilling of a fourth monitor well, MH-4. This monitor well is located in the NW/4 of Section 24 approximately 500 feet west-southwest of the evaporation pond mentioned above, and just outside the Crittendon site. The low chloride levels measured in MH-4 suggested that the source does not lie to the west or northwest.

Monitor well MH-5 was drilled north-northwest of a saltwater disposal (SWD) facility in the NW/4 of Section 24, PSL Block C-23 south and slightly east of the Crittendon site. Testing of MH-5 indicated elevated chlorides when sampled in July 2004.

Monitor wells MH-6 and MH-7 were drilled immediately west of Heritage Standard J.B. Tubb No. 3 well and Heritage Standard J.B. Tubb Estate No. 2 well, respectively. These two monitor wells are east of TH-6, with MH-6 being southeast in the NE/4 of Section 24, PSL Block C-23 and MH-7 being northeast in the SE/4 of Section 25. We have enclosed an aerial photographic map showing locations of the monitor wells, TH-6, the Crittendon water well and several identified potential sources of contamination in the area.

Analyses performed on groundwater samples from all seven monitor wells showed MH-1 and MH-5 had significantly elevated chlorides and MH-3 had possible marginal impact. The monitor well test results are summarized as follows:

Date	Well	Chlorides	Sulfates	Total Dissolved Solids
5/19/04	MH-1	10900	340	17800
5/18/04	MH-2	100	340	840
5/18/04	MH-3	310	360	1170
7/30/04	MH-4	70	310	780
7/30/04	MH-5	22100	1320	44600
8/5/04	MH-6	110	450	1010
8/5/04	MH-7	110	450	1080

Review of this data indicated that groundwater impact (with elevated chloride and TDS) had occurred in the NW/4 of Section 24, PSL Block C-23 in the vicinity of the Crittendon site and near the Heritage Standard Crittendon SWD Well No. 1 facility, with evidence of the impact seen at MH-1, MH-5, TH-6 and, to some extent, MH-3.

In March 2007, another round of investigative analyses was performed on the 7 monitor wells, TH-6, W-4 (an observation well drilled in 1989 and located approximately one mile south of the Crittendon Plant) and the Crittendon Plant water well with the following results:

Date	Well	Chlorides	Sulfates	Total Dissolved Solids
3/8/07	MH-1	2900	390	6700
3/5/07	MH-1 172'	250	360	1100
	MH-1 231'	410	340	1500
	MH-1 285'	1700	380	3800
3/7/07	MH-2	150	340	1100
3/7/07	MH-3	320	370	1200
3/5/07	MH-3 167.4'	170	350	1000
	MH-3 227'	280	350	1200
	MH-3 270'	310	360	1200
3/7/07	MH-4	180	310	1200
3/8/07	MH-5	4600	430	8100
3/6/07	MH-5 162'	1300	610	3400
	MH-5 222'	7000	1500	19000
	MH-5 289'	7400	1500	15000
3/6/07	MH-6	790	330	2000
3/6/07	MH-7	260	490	1400
3/8/07	TH-6	5300	460	8800
3/5/07	TH-6 277'	3200	730	6800
3/5/07	W-4	370	440	1600
3/6/07	Crittendon	96	370	800

Interval sampling and analysis was performed during this time on TH-6, MH-1, MH-3 and MH-5 as shown in the above table.

Enclosed is a single table which summarizes the historical analytical data for all the wells mentioned in this letter. Information for the investigations conducted by Arcadis on behalf of the City in 2004 and 2007 are summarized in the attached reports.

It is our contention that the Heritage Standard Crittendon SWD facility and possibly the surface evaporation pond have experienced problems of some form leading to the chloride release and contamination of the groundwater in the NW/4 of Section 24, PSL Block C-23 and vicinity. The impacted groundwater appears to be migrating to the east, northeast and likely to the southeast which poses a significant threat to a substantial portion of the fresh groundwater reserves in the City's T-Bar well field. Heritage Standard Corporation operates all the oil and gas facilities mentioned in this letter, and we have alerted them to the problem. However, they have not seen the urgency of addressing the issue, nor do they admit to any responsibility in causing the contamination. In an effort to indicate to Heritage our seriousness with regard to this issue, we have withheld granting of right of way licenses and lease renewals within the City property at T-Bar Ranch; however we are willing to grant temporary right of way licenses and to waive the related fees so that Heritage may maintain pipelines and other equipment and, in fact, fully expect that all infrastructure should be maintained in a manner that is reasonable, customary and acceptable to industry standard levels. As part of any right of way license granted, City would require that Heritage test its lines regularly, and that City be provided the results of said tests.

In view of the apparent rapid migration of the impacted groundwater (as reflected by the impact seen at MH-6) and the significant threat to a large portion of the City's groundwater resources in the T-Bar well field, the City plans to immediately move forward with the remaining investigation to complete the delineation of the chloride/TDS plume and the source(s) that has impacted the City's groundwater supply. The City is requesting the help and assistance of the Railroad Commission as follows:

- To bring any necessary actions against Heritage Standard Corporation to take the necessary steps to halt all operations that have caused or are causing contamination of the City's groundwater resources;

- To encourage Heritage to provide the Railroad commission and the City with historical records of leaks, repairs, pressure tests, etc. for the salt water disposal facility, the surface evaporation pond and any other oil and gas facility located in the vicinity of the Crittendon field office and TH-6;

- To encourage Heritage to cooperate with the City by providing any needed access to the Crittendon plant site for conducting its investigation; and

- If the source(s) of the contamination is determined to be Heritage's oil and gas operation facilities, to bring any necessary enforcement actions against Heritage including but not limited to eliminating the source of the contamination, containing the contamination and remediating the impacted groundwater.

Very truly yours,

Kay T. Snyder, P.E.
Director of Utilities

KTS
encl

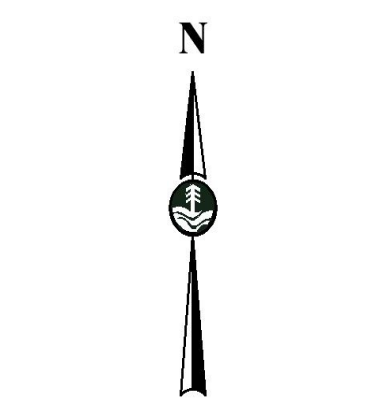
Cc: Marcus Johnston, Assistant City Manager
Keith Stretcher, City Attorney

Appendix C

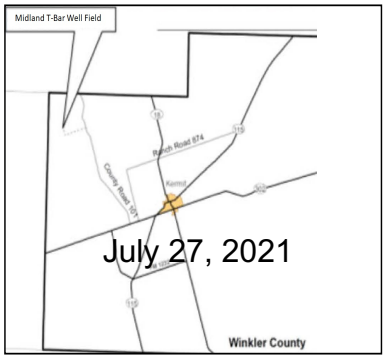
Maps

Exhibit A
Exhibit B









July 27, 2021

Designed by: Colton Mallett
Drawn by: Colton Mallett
Checked by: Perry Evans
Date: 3/25/20
Scale: As Noted

ENPROTEC/HIBBS & TODD, INC.
ENVIRONMENTAL AND CIVIL ENGINEERING
El Paso, TX 79904 915-562-1252
Lubbock, TX 79424 806-794-1296
PE Firm Registration No. 3151
PG Firm Registration No. 50103
TBPLS Firm Registration Nos. 10011900

Overview

City of Midland
Kermit, Winkler County, Texas

Project No.7525
T-Bar Remediation Plan

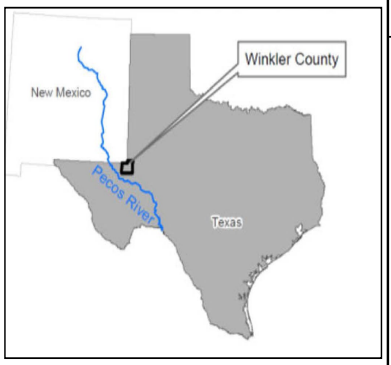
Exhibit: A

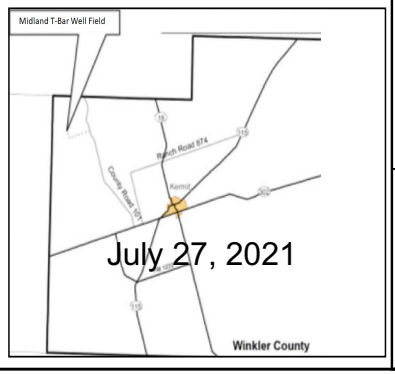


N

0 200 400 600 800 ft

- Contaminated Wells
- City of Midland Monitor Well
- Crittendon Plant Well
- Heritage Standard Corporation Monitor Well
- Midland County Water Supply Well
- Crittendon Plant





July 27, 2021

Designed by: Colton Mallett
Drawn by: Colton Mallett
Checked by: Perry Evans
Date: 3/25/20
Scale: As Noted

ENPROTEC/HIBBS & TODD, INC.
ENVIRONMENTAL AND CIVIL ENGINEERING
Lubbock, TX 79424 806-794-1296
Midland, TX 79706 806-704-1150
PE Firm Registration No. 3151
PG Firm Registration No. 50103
TBPLS Firm Registration Nos. 10011900

Contaminated Wells

City of Midland
Kermit, Winkler County, Texas

Project No.7525
T-Bar Remediation Plan

Exhibit: B

Appendix D

City of Midland Correspondence

City of Midland Remediation Plan letter (9/27/2018)

MIDLAND
Feel the Energy!

Office of the City Manager

09/27/2018

Via Email: peter.pope@rrc.texas.gov
Mr. Peter G. Pope, P.G.
Manager
Site Remediation Section
Oil and Gas Division
Railroad Commission of Texas
1701 N. Congress Avenue
Austin, Texas 78711-2967

RE: City of Midland Proposed T-Bar Wellfield Water Remediation Plan

Dear Mr. Pope,

This letter is sent as a follow up to our meeting on May 15th of this year, during which the City of Midland expressed great concern that the groundwater contamination from the Heritage wells appears to be migrating towards the heart of the City's water supply at the T-Bar wellfield. As discussed at that meeting, the City has prepared a plan to create a line of "interceptor wells" between the T-Bar public supply wells and the wellfield contamination in order to pull the plume towards the interceptor wells and remediate and protect the remainder of the wellfield. The water then will be pumped from the interceptor wells and sold for commercial oil field use to offset, at least in part, the City's past and future T-Bar remediation expenses. The City's hydrologist estimates approximately 25,000 acre feet of water needs to be pumped to mitigate the plume over the next five years. Details of the plan are attached for your review and consideration. The City hereby formally requests that the Railroad Commission approve the attached plan for implementation.

Upon receipt of Railroad Commission approval, the City will proceed with getting City Council approval of an amendment to the Wholesale Water Delivery Agreement between the City and the Midland County Fresh Water Supply District #1 authorizing the District to immediately execute the proposed plan.

300 N. Loraine, Midland TX 79701 * 432-685-7202 * Fax 432-686-1600

If you have any questions, please do not hesitate to contact me or City Attorney John Ohnemiller.

Sincerely,

Courtney Sharp
City Manager

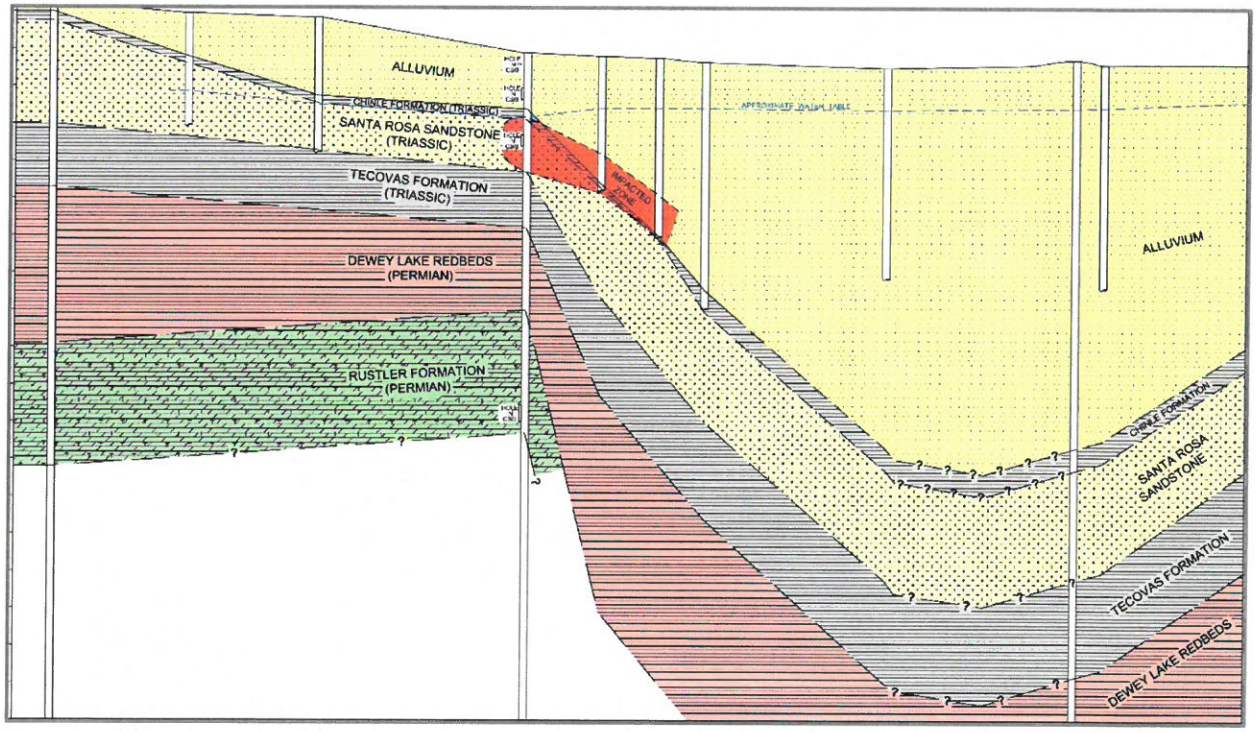
Cc: John Ohnemiller
Robert Patrick
Matt Catalano
James Beach
Jay Edwards

300 N. Loraine, Midland TX 79701 * 432-685-7202 * Fax 432-686-1600

THE CITY OF MIDLAND

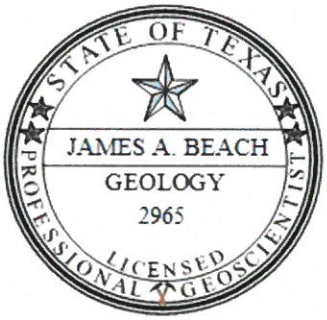
PROPOSED T-BAR WELLFIELD WATER REMEDIATION PLAN

SEPTEMBER 10, 2018



Geoscientist's Seal

This report documents the work of the following licensed professional geoscientist with WSP USA, a licensed professional geoscientist firm in the State of Texas (License No. 50111).



The seal appearing on this document was authorized by James Beach, P.G. on September 10, 2018.

JAMES BEACH, P.G.
AREA MANAGER; SENIOR SUPERVISING HYDROGEOLOGIST

Cover image modified from ARCADIS 2010 report.

1 INTRODUCTION

The City of Midland (the City) owns and operates the T-Bar Wellfield to meet municipal demands today and into the future. The groundwater contamination (chloride) caused by two releases of oilfield brine into the aquifer on the western edge of the wellfield area have not been completely remediated. The natural migration of groundwater in the aquifer moves the chloride slowly toward the T-Bar wellfield and the plume movement toward the T-Bar public supply wells is increased by production from those wells. The movement of the plume toward the T-Bar public supply wells poses a risk to the water quality in the westernmost T-Bar public supply wells. To mitigate this risk, we propose that remediation wells be strategically placed between the plume and the westernmost T-Bar public supply wells to help intercept and remediate the chloride plume, thereby reducing the water quality risk to the T-Bar wellfield. To offset the cost of the remediation, the groundwater produced from the interceptor wells would be sold for fracking purposes.

2 PROPOSED PLAN

Using available hydrogeologic information, we have evaluated potential locations of new interceptor wells west of the T-Bar public supply wells and slightly east of the existing chloride plume. The interceptor wells will be located and design to pump the minimum amount of groundwater necessary to intercept the chloride plume and leave as much groundwater as possible in place for Midland's future water supply. Preliminary evaluation indicates that removing about 5,000 acre-feet per year (3,100 gallons per minute) from the six to twelve interceptor wells for a period of five years will significantly reduce the risk of further chloride migration into the T-Bar wellfield. Due to the limited full-size production wells west of the public supply wells, there is some uncertainty in the number of wells that will be required and the production that will be available from each well. However, wells are expected to produce from 200 to 500 gpm each and will be screened through the entire saturated thickness of the Pecos Valley Aquifer.

Figure 1 shows the preliminary locations of the proposed wells based on the estimated extent and chloride spill and the estimated saturated thickness of the Pecos Valley Aquifer. A summary of estimated well properties is included in Table 1. The final location and number of wells will be based on actual aquifer conditions encountered during the drilling program.

Table 1. Summary of Proposed Interceptor Wells

WELL ID	ESTIMATED DEPTH TO WATER (FEET)	TOTAL DEPTH (FEET)	ESTIMATED SATURATED THICKNESS (FEET)	ESTIMATED TOTAL DISSOLVED SOLIDS (PPM)
PW-1	165	400	235	4,000
PW-2	165	610	445	4,800
PW-3	150	690	540	4,000
PW-4	160	435	275	5,500
PW-5	145	460	315	2,800
PW-6	140	500	360	2,400
PW-7	145	475	330	2,100
PW-8	140	500	360	2,000
PW-9	140	480	340	2,000
PW-10	140	500	360	2,000
PW-11	155	410	255	2,100

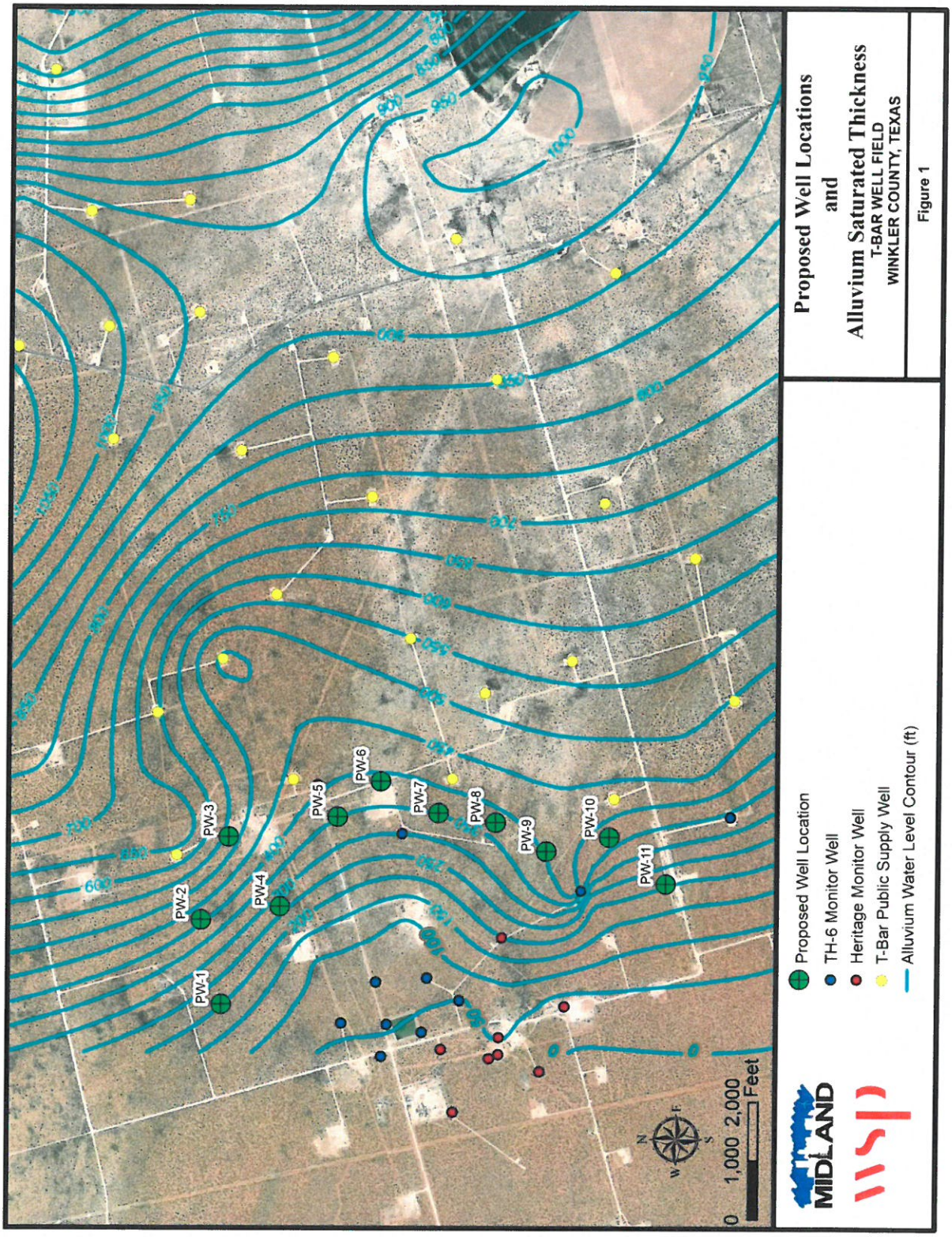


Figure 1: Proposed Well Locations and Alluvium Saturated Thickness

Appendix E

Texas Railroad Commission Correspondence

RRC Letter (11/29/2018)

CHRISTI CRADDICK, CHAIRMAN
RYAN SITTON, COMMISSIONER
WAYNE CHRISTIAN, COMMISSIONER

DANNY SORRELLS
ACTING DIRECTOR, OIL AND GAS DIVISION
CLAY WOODUL
ASSISTANT DIRECTOR, FIELD OPERATIONS

RAILROAD COMMISSION OF TEXAS
OIL AND GAS DIVISION

29 November 2018

Mr. Courtney B. Sharp
City Manager
300 North Lorraine
Midland, TX 79701

Re: *City of Midland Proposed T-Bar Wellfield Water Remediation Plan*, dated 27 September 2018 (Work Plan)
Heritage Trust (379777)
Crittendon Field (City of Midland) Tubb 1-A Well Release (Site)
Winkler County
Operator Cleanup Program (OCP) No. 08-4175

Dear Mr. Sharp:

Railroad Commission of Texas (RRC) OCP staff reviewed the above-referenced Work Plan prepared by WSP on behalf of the City of Midland (COM) for the Crittendon Field Tubb 1-A Well Release Site (Site). The proposed Work Plan describes the installation of a line of "interceptor wells" between the T-Bar public supply wells and the area that has been associated with wellfield contamination attributable to the casing failure of Tubb 1-A. The interceptor wells are designed to pull the Tubb 1-A plume towards the interceptor wells and further remediate groundwater. A proposed 25,000-acre feet of water will be pumped to mitigate the water over the next five years at a rate of 5,000-acre feet per year. COM is requesting RRC approval of the Work Plan for implementation. To facilitate our evaluation of the proposal RRC staff requests the following:

1. Describe plans for storage and distribution of the recovered water, including the proposed storage location, type of storage, and the maximum capacity of the storage;

2. Describe how it was determined that extracting a volume of 25,000-acre feet at 5,000-acre feet per year will be sufficient to control or remove the remaining affected water;

3. Describe the process for tracking the final disposition of the groundwater which is removed from the aquifer and the actual volume pumped from the aquifer; and,

4. Describe COM's plans for monitoring water quality during the recovery operations in order to confirm that the hydraulic control is preventing migration of affected water to the water supply well field.

Upon receipt of the requested information staff will re-evaluate the Work Plan and respond with a decision. Please provide a response to these RRC comments within 30 days from the date of this letter. RRC staff would be happy to meet and discuss this matter further should you wish to do so.

All submittals to the agency should be provided electronically with one paper copy to the Austin Site Remediation Section. Please notify the RRC Midland District Office a minimum of five business days prior to conducting field activities. Reports or documents containing geoscience services or work must be sealed by a professional geoscientist as required by the Texas Geoscience Practice Act. Please also reference OCP No. 08-4175 in all correspondence or submittals. If you have questions, please feel free to contact me at 512-463-6755 or via email at jessica.cofrancesco@rrc.texas.gov.

Sincerely,

Jessica Cofrancesco
Technical Coordinator
Site Remediation Section

cc: Mr. Peter G. Pope, P.G., Manager, Site Remediation (electronic copy)
Mr. Jeffrey Morgan, Director, District 08 RRC Office (electronic copy)
Mr. David Cooney, Attorney, RRC Austin Office (electronic copy)
OCP e-file

Mr. William Wilder
Axis Environmental Services, Inc.
5415 Country Court
Magnolia, TX 77354

Mr. Joe Marshall
Munsch Hardt Kopf & Harr, PC
3800 Lincoln Plaza
500 North Akard St.
Dallas, TX 75201-6659

Mr. Brian Matthew Catalano
Cotton Bledsoe Tighe & Dawson, PC
500 West Illinois, Suite 300
Midland, TX 79701

Mr. Jonathan S. Covin
Wick Phillips Gould Martin, LLP
2100 Ross Avenue, Suite 950
Dallas, TX 75201

Appendix F

City of Midland Correspondence

City of Midland Letter (January 2019)

JC 08-4175

MIDLAND
Feel the Energy!

Received Jan 2019

Office of the City Manager

Ms. Jessica Cofrancesco

Railroad Commission of Texas
Technical Coordinator
Site Remediation Section

City of Midland Response to Questions: RRC Letter Dated 29 November 2018 - OCP No. 08-4175

Dear Ms. Cofrancesco,

The City of Midland (COM) received the Railroad Commission's (RRC) response letter dated November 29, 2018 to the *City of Midland Proposed T-Bar Wellfield Water Remediation Plan* (*Work Plan*) submittal dated September 27, 2018. Pursuant to the RRC's request, please find the following responses to assist in the evaluation of the *Work Plan*.

Item 1

Describe plans for storage and distribution of the recovered water, including the proposed storage location, type of storage, and the maximum capacity of the storage;

The interceptor wells will be connected with a gathering system consisting of piping and valves. The gathering system will discharge into a lined ground storage pit located north of the interceptor wells on the T-Bar Ranch. The ground storage pit is anticipated to hold a minimum of 500,000 barrels.

Item 2

Describe how it was determined that extracting a volume of 25,000 acre-feet at 5,000 acre-feet per year will be sufficient to control or remove the remaining affected water.

We estimated 25,000 acre-feet by calculating available groundwater in the area between the

300 N. Loraine, Midland TX 79701 • 432.685.7200 • Fax 432.685.7608

interceptor wells and the western edge of the saturated alluvial trough as shown in Figure 1. We used our estimates of saturated thickness from November 2017 and a specific yield of 0.15. We understand that the interceptor wells will collect groundwater from the west and the east and that is why COM will continue to monitor water quality during production.

Our 5,000 acre-feet/year production rate is based on our estimate of production from the interceptor wells and the rate required to have a significant impact on the plume in a five-year project. Additionally, we think this rate of production provides enough water to be of interest to buyers in the area.

ITEM 3

Describe the process for tracking the final disposition of the groundwater which is removed from the aquifer and the actual volume pumped from the aquifer; and,

A flow meter will be installed at each of the interceptor wells to measure pumping from each well location before it goes into the gathering system. An in-line flow meter will be installed on the transmission pipe of the gathering system to measure total flow volume before it discharges into the storage pit. This measurement will be the basis for the evaluation and monitoring of the production rate of the aquifer described above.

It is anticipated that the water from the storage pit will be sold to oil and gas operators for drilling and fracking procedures. The city will receive proposals through a formal procurement procedure (request for proposals) to enlist a third-party entity to administer the marketing, sale and distribution of the water from the ground storage pit. It will be the responsibility of the third-party entity, enforced through a contract with the City, to ensure the water sold from the storage pit is properly handled and distributed according to TCEQ and RRC guidelines and regulations.

ITEM 4

Describe COM's plans for monitoring water quality during the recovery operations to confirm that the hydraulic control is preventing migration of affected water to the water supply well field.

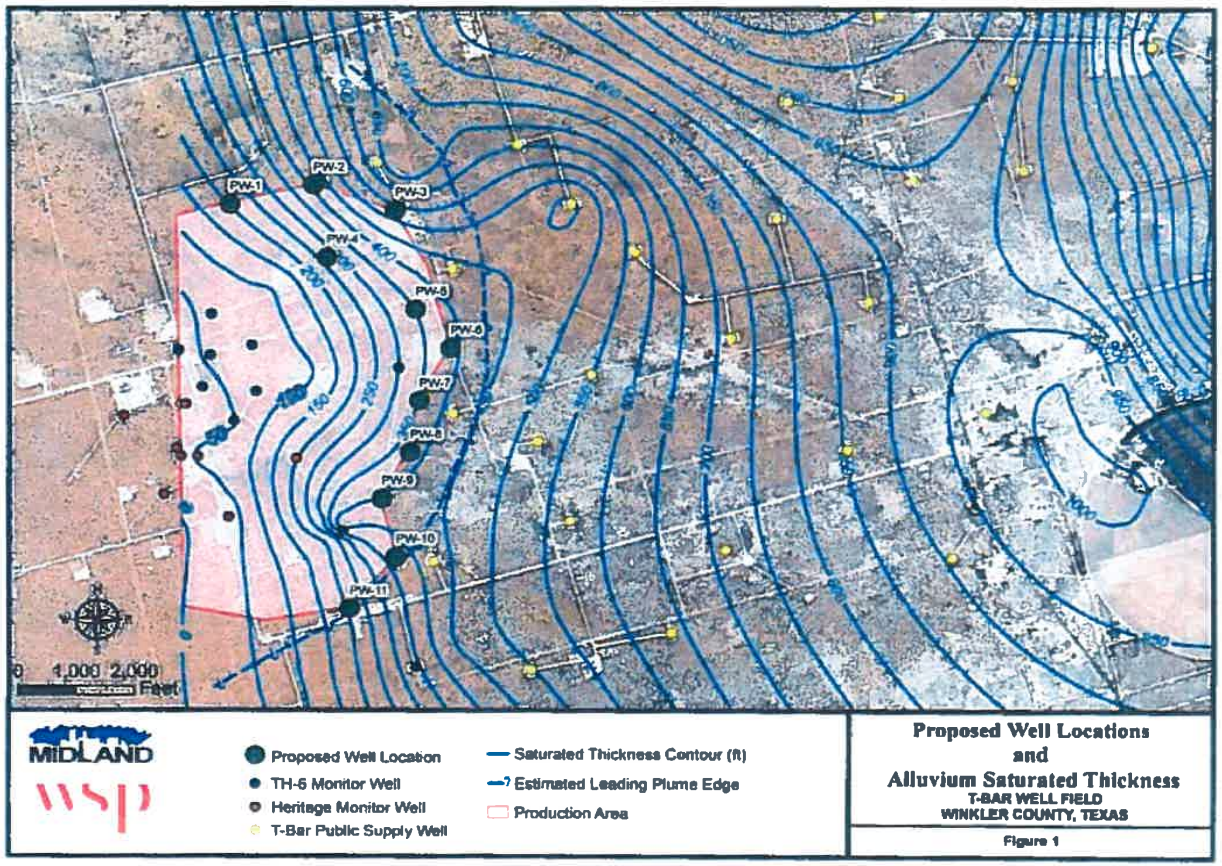
The COM will monitor groundwater quality (total dissolved solids (TDS) and chloride) once the interceptor wells begin producing groundwater. Sampling will most likely occur on a quarterly basis after the interceptor wells start producing. If not precluded by the equipment in the wells, water level measurements may also be measured quarterly.

Additional analytical parameters may be included for data comparison to groundwater monitoring previously conducted by Axis Environmental. The data will be compared to historical data from previous and ongoing groundwater monitoring events performed by Axis Environmental to evaluate hydraulic and hydrologic site conditions.

I hope this information will allow you to approve our plan to help remediate our valuable groundwater resource for the citizens of Midland.

Sincerely,

Courtney Sharp



Jon S. Thurman, Midland TX 79701 • 432.685.7202 • Fax 432.686.0446

Appendix G

Well Reports: City of Midland Supply Wells

STATE OF TEXAS WELL REPORT for Tracking #170284

Owner:	**City of Midland**	Owner Well #:	**W.S.W #1**
Address:	**P.O. Box 1152 Midland, TX 79702**	Grid #:	**46-06-6**
Well Location:	**CR 101 - 10.5 Miles NW of Hwy 302 Kermit, TX**	Latitude:	**31° 56' 54" N**
		Longitude:	**103° 16' 05" W**
Well County:	**Winkler**	Elevation:	**No Data**
Type of Work:	**New Well**	Proposed Use:	**Public Supply**

Drilling Start Date: **11/8/2004** Drilling End Date: **11/20/2004** **Plans Approved by TCEQ - YES**

Borehole:

Diameter (in.)	*Top Depth (ft.)*	*Bottom Depth (ft.)*
28	**0**	**38**
20	**38**	**560**

Drilling Method: **Mud (Hydraulic) Rotary**

Borehole Completion: **Filter Packed**

Filter Pack Intervals:

Top Depth (ft.)	*Bottom Depth (ft.)*	*Filter Material*	*Size*
102	**560**	**Gravel**	**16/30**

Annular Seal Data:

Top Depth (ft.)	*Bottom Depth (ft.)*	*Description (number of sacks & material)*
0	**97**	**170 Cement**
97	**102**	**9 Hole Plug**

Seal Method: **Positive Displacement**

Sealed By: **Driller**

Distance to Property Line (ft.): **No Data**

Distance to Septic Field or other concentrated contamination (ft.): **No Data**

Distance to Septic Tank (ft.): **No Data**

Method of Verification: **No Data**

Surface Completion: **Surface Slab Installed**

Water Level: **117.3 ft.** below land surface on **2004-11-20** Measurement Method: **Unknown**

Packers: **No Data**

Type of Pump: **No Data**

Well Tests: **Pump** **Yield: 400 GPM with 231 ft. drawdown after 31.5 hours**

Water Quality:

Strata Depth (ft.)	Water Type
140 - 560	**Fresh**

Chemical Analysis Made: **No**

Did the driller knowingly penetrate any strata which contained injurious constituents?: **Unknown**

Certification Data: The driller certified that the driller drilled this well (or the well was drilled under the driller's direct supervision) and that each and all of the statements herein are true and correct. The driller understood that failure to complete the required items will result in the report(s) being returned for completion and resubmittal.

Company Information: **West Texas Water Well Service**

3410 Mankins
Odessa, TX 79764

Driller Name: **Ronny Keith** License Number: **4854**

Comments: **$mew**

Lithology:
DESCRIPTION & COLOR OF FORMATION MATERIAL

Top (ft.)	Bottom (ft.)	Description
0	**16**	**Caliche with Reddish Brown Clay**
16	**70**	**Pink Sand with Clay & Caliche**
70	**140**	**Red Clay, Trace of Sand**
140	**180**	**Fine Sand, Pink Clay**
180	**200**	**Loose Fine Red Sand**
200	**280**	**Reddish Yellow Fine Sand**
280	**335**	**Fine Red Sand, Trace Reddish Yellow Clay**
335	**360**	**Fine Sand, Trace of Silt Stone**
360	**370**	**50% Pink Clay, 50% Sand**
370	**430**	**Loose Red Sand**
430	**440**	**Fine Red Sand, Trace of Chert**
440	**480**	**Red Medium Sand, Very Loose**
480	**500**	**Red Sand, Trace of Red Sandstone**
500	**510**	**90% Sand, 10% Gray Clay**
510	**524**	**Yellowish Red Clay**
524	**560**	**Medium Reddish Yellow Sand, Trace of Pink Clay**

Casing:
BLANK PIPE & WELL SCREEN DATA

Dia. (in.)	New/Used	Type	Setting From/To (ft.)
22	**New**	**Steel**	**Surface .8" - 38**
12 3/4	**New**	**Stainless Screen**	**560 - 530 .030**
12 3/4	**New**	**Steel Blank**	**530 - 510**
12 3/4	**New**	**Stainless Screen**	**510 - 340 .030**
12 3/4	**New**	**Steel Blank**	**3' AGL - 340**

IMPORTANT NOTICE FOR PERSONS HAVING WELLS DRILLED CONCERNING CONFIDENTIALITY

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Texas Department of Licensing and Regulation
P.O. Box 12157
Austin, TX 78711
(512) 334-5540

STATE OF TEXAS WELL REPORT for Tracking #302300

Owner:	**Midland County Fresh Water Supply Distri**	Owner Well #:	**6**
Address:	**1700 West Wall Street Midland, TX 79701**	Grid #:	**46-06-6**
		Latitude:	**31° 56' 55" N**
Well Location:	**Kermitt, TX 79745**	Longitude:	**103° 15' 24" W**
Well County:	**Winkler**	Elevation:	**No Data**

Type of Work: **New Well** Proposed Use: **Public Supply**

Drilling Start Date: **9/25/2012** Drilling End Date: **9/30/2012** **Plans Approved by TCEQ - YES**

Borehole:

Diameter (in.)	*Top Depth (ft.)*	*Bottom Depth (ft.)*
36	**0**	**38**
20	**38**	**555**

Drilling Method: **Reverse Circulation**

Borehole Completion: **Filter Packed**

Filter Pack Intervals:

Top Depth (ft.)	*Bottom Depth (ft.)*	*Filter Material*	*Size*
135	**555**	**Gravel**	**16-30**

Annular Seal Data:

Top Depth (ft.)	*Bottom Depth (ft.)*	*Description (number of sacks & material)*
0	**130**	**170 cement**
130	**135**	**10 bentonite**

Seal Method: **pumped through tremie pipe**

Sealed By: **Hydro Resources/ Class C-ment**

Distance to Property Line (ft.): **No Data**

Distance to Septic Field or other concentrated contamination (ft.): **No Data**

Distance to Septic Tank (ft.): **No Data**

Method of Verification: **No Data**

Surface Completion: **Surface Slab Installed**

Water Level: **124 ft.** below land surface on **2012-09-29** Measurement Method: **Unknown**

Packers: **No Data**

Type of Pump: **No Data**

Well Tests: **Pump** **Yield: 750 GPM with 78 ft. drawdown after 24 hours**

Water Quality:

Strata Depth (ft.)	Water Type
No Data	**No Data**

Chemical Analysis Made: **Yes**

Did the driller knowingly penetrate any strata which contained injurious constituents?: **No**

Certification Data: The driller certified that the driller drilled this well (or the well was drilled under the driller's direct supervision) and that each and all of the statements herein are true and correct. The driller understood that failure to complete the required items will result in the report(s) being returned for completion and resubmittal.

Company Information: **Hydro Resources**

P.O. Box 639
Garden City, KS 67846

Driller Name: **Miguel Camerena** License Number: **54592**

Apprentice Name: **Enrique Santos** Apprentice Number: **57578**

Comments: **No Data**

Lithology:
DESCRIPTION & COLOR OF FORMATION MATERIAL

Top (ft.)	Bottom (ft.)	Description
0	**1**	**surface. brown sandy clay**
1	**14**	**caliche w/ rock strips 1-5**
14	**35**	**white sand w/ little clay mix**
35	**120**	**red clay w/ sandy clay strip**
120	**320**	**fine fairly loose red sand**
340	**360**	**gray and red sandy clay**
360	**380**	**red sandy clay w/fine dirty red sand**
380	**400**	**loose red dirty sand w/ clay mix**
400	**420**	**fine fairly loose red dirty sand**
420	**480**	**fine fairly loose red sand**
480	**500**	**fine fairly loose red dirty sand w/clay**
500	**520**	**very fine fairly loose red sand**
520	**555**	**very fine fairly loose dirty sand w/clay**

Casing:
BLANK PIPE & WELL SCREEN DATA

Dia. (in.) New/Used Type Setting From/To (ft.)
12.75 new steel casing +3-160 .375
12.75 new S.S screen 160-300 .020
12.75 new steel casing 300-400 .375
12.75 new S.S screen 400-540 .020
12.75 new steel casing 540-550 .375

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Texas Department of Licensing and Regulation
P.O. Box 12157
Austin, TX 78711
(512) 334-5540

STATE OF TEXAS WELL REPORT for Tracking #302356

Owner:	**Midland County Fresh Water Supply Distri**	Owner Well #:	**8**
Address:	**1700 West Wall Street Midland, TX 79701**	Grid #:	**46-06-6**
		Latitude:	**31° 56' 59" N**
Well Location:	**Kermitt, TX 79745**	Longitude:	**103° 16' 41" W**
Well County:	**Winkler**	Elevation:	**No Data**

Type of Work: **New Well** Proposed Use: **Public Supply**

Drilling Start Date: **9/20/2012** Drilling End Date: **9/26/2012** **Plans Approved by TCEQ - YES**

Borehole:

Diameter (in.)	*Top Depth (ft.)*	*Bottom Depth (ft.)*
36	**0**	**42**
20	**42**	**630**

Drilling Method: **Reverse Circulation**

Borehole Completion: **Filter Packed**

Filter Pack Intervals:

Top Depth (ft.)	*Bottom Depth (ft.)*	*Filter Material*	*Size*
140	**630**	**Gravel**	**16-30**

Annular Seal Data:

Top Depth (ft.)	*Bottom Depth (ft.)*	*Description (number of sacks & material)*
0	**135**	**170 cement**
0	**42**	**132 cement**
135	**140**	**10 Bentonite**

Seal Method: **pumped through tremie pipe**

Sealed By: **Hydro Resources/ Class C-ment**

Distance to Property Line (ft.): **No Data**

Distance to Septic Field or other concentrated contamination (ft.): **No Data**

Distance to Septic Tank (ft.): **No Data**

Method of Verification: **No Data**

Surface Completion: **Surface Slab Installed**

Water Level: **117 ft.** below land surface on **2012-09-25** Measurement Method: **Unknown**

Packers: **No Data**

Type of Pump: **No Data**

Well Tests: **Pump** **Yield: 850 GPM with 52 ft. drawdown after 24 hours**

Water Quality:

Strata Depth (ft.)	Water Type
No Data	**No Data**

Chemical Analysis Made: **Yes**

Did the driller knowingly penetrate any strata which contained injurious constituents?: **No**

Certification Data: The driller certified that the driller drilled this well (or the well was drilled under the driller's direct supervision) and that each and all of the statements herein are true and correct. The driller understood that failure to complete the required items will result in the report(s) being returned for completion and resubmittal.

Company Information: **Hydro Resources**

P.O Box 639
Garden City, KS 67846

Driller Name: **Miguel Camarena** License Number: **54592**

Apprentice Name: **Enrique Santos** Apprentice Number: **57578**

Comments: **No Data**

Lithology:
DESCRIPTION & COLOR OF FORMATION MATERIAL

Top (ft.)	Bottom (ft.)	Description
0	**9**	**calche fine sand**
9	**145**	**red,white-brown clay,caliche (HARD)**
145	**172**	**red silty sand,clay mixed**
172	**182**	**red brown clay**
182	**230**	**red silty sand, few clays (fairly loose)**
230	**247**	**red brown clay**
247	**294**	**red silty sand,few clay,loose,used water**
294	**315**	**red-brown clay lidges**
315	**380**	**red silty sand,few clay,loose,used water**
380	**390**	**red clay**
390	**444**	**red silty sand,thin clay,(fairly loose)**
444	**460**	**brown-red clay,few silty sand**
460	**485**	**red silty sand some clays**
485	**565**	**red silty sand,thin clay,fairly loose**

Casing:
BLANK PIPE & WELL SCREEN DATA

Dia. (in.) New/Used Type Setting From/To (ft.)
12.75 NEW steel casing +3-178 .375
12.75 NEW steel casing 178-180 .375
12.75 NEW S.S casing 180-620 .020
12.75 NEW steel casing 620-622 .375
12.75 NEW steel casing 622-630 .375
24 NEW steel casing 0-42 .375

565	**616**	**red silty sand (fairly loose)**
616	**640**	**red clay lidges few silty sand**

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Texas Department of Licensing and Regulation
P.O. Box 12157
Austin, TX 78711
(512) 334-5540

STATE OF TEXAS WELL REPORT for Tracking #302371

Owner:	**Midland County Fresh Water Supply Distri**	Owner Well #:	**Well 9**
Address:	**1700 West Wall Street Midland, TX 79701**	Grid #:	**46-06-6**
		Latitude:	**31° 57' 14" N**
Well Location:	**Kermitt, TX 79745**	Longitude:	**103° 15' 45" W**
Well County:	**Winkler**	Elevation:	**No Data**

Type of Work: **New Well** Proposed Use: **Public Supply**

Drilling Start Date: **9/30/2012** Drilling End Date: **10/5/2012** **Plans Approved by TCEQ - YES**

Borehole:

Diameter (in.)	*Top Depth (ft.)*	*Bottom Depth (ft.)*
36	**0**	**42**
20	**42**	**550**

Drilling Method: **Reverse Circulation**

Borehole Completion: **Filter Packed**

Filter Pack Intervals:

Top Depth (ft.)	*Bottom Depth (ft.)*	*Filter Material*	*Size*
140	**550**	**Gravel**	**12-20**

Annular Seal Data:

Top Depth (ft.)	*Bottom Depth (ft.)*	*Description (number of sacks & material)*
0	**135**	**170 cement**
135	**140**	**10 Bentonite**

Seal Method: **pumped through tremie pipe**

Sealed By: **Hydro Resources/ Class C-ment**

Distance to Property Line (ft.): **No Data**

Distance to Septic Field or other concentrated contamination (ft.): **No Data**

Distance to Septic Tank (ft.): **No Data**

Method of Verification: **No Data**

Surface Completion: **Surface Slab Installed**

Water Level: **124 ft.** below land surface on **2012-10-04** Measurement Method: **Unknown**

Packers: **No Data**

Type of Pump: **No Data**

Well Tests: **Pump** **Yield: 650 GPM with 77 ft. drawdown after 24 hours**

Water Quality:

Strata Depth (ft.)	Water Type
No Data	**No Data**

Chemical Analysis Made: **Yes**

Did the driller knowingly penetrate any strata which contained injurious constituents?: **No**

Certification Data: The driller certified that the driller drilled this well (or the well was drilled under the driller's direct supervision) and that each and all of the statements herein are true and correct. The driller understood that failure to complete the required items will result in the report(s) being returned for completion and resubmittal.

Company Information: **Hydro Resources**

P.O Box 639
Garden City, KS 67846

Driller Name: **Miguel Camarena** License Number: **54592**

Apprentice Name: **Enrique Santos** Apprentice Number: **57578**

Comments: **No Data**

Lithology:
DESCRIPTION & COLOR OF FORMATION MATERIAL

Top (ft.)	Bottom (ft.)	Description
0	**20**	**white clay w/silty sand**
20	**40**	**4" caliche layer @23 brwn&white clay**
40	**140**	**fairly soft green/brown & red clays**
140	**180**	**fairly soft reddish brown sandy clay**
180	**240**	**fairly firm brown reddish sandy clay**
240	**280**	**fairly soft brown sandy clay w/streaks**
280	**320**	**fairly loose fine sand w/ little clay**
320	**360**	**loose fine sand w/ clay streaks**
360	**380**	**sandy clay,fine loose sand w/clay**
380	**400**	**clay sand fine,sandy clay**
400	**420**	**soft red,white sandy clay**
420	**440**	**loose fine sand w/ clay streaks**
440	**460**	**loose sand,red sandy clay,brown clay**

Casing:
BLANK PIPE & WELL SCREEN DATA

Dia. (in.) New/Used Type Setting From/To (ft.)
24 NEW steel casing 0-42 .375
12.75 NEW steel casing +3-278 .375
12.75 NEW steel casing 278-280 .375
12.75 NEW S.S screen 280-440 .030
12.75 NEW steel casing 440-442 .375
12.75 NEW steel casing 442-478 .375
12.75 NEW steel casing 478-480 .375
12.75 NEW S.S screen 480-540 .030
12.75 NEW steel casing 540-542 .375
12.75 NEW steel casing 542-550 .375

460	**480**	**soft red & white sandy clay**
480	**500**	**fine loose sand w/clay**
500	**520**	**loose fine sand w/clay streaks**
520	**540**	**8 of fone loose sand 12 of white clay**
540	**560**	**fairly firm white sandy clay**

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P.O. Box 12157
Austin, TX 78711
(512) 334-5540

STATE OF TEXAS WELL REPORT for Tracking #302376

Owner:	**Midland County Fresh Water Supply Distri**	Owner Well #:	**Well 10**
Address:	**1700 West Wall Street Midland, TX 79701**	Grid #:	**46-06-6**
		Latitude:	**31° 57' 22" N**
Well Location:	**Kermitt, TX 79745**	Longitude:	**103° 15' 17" W**
Well County:	**Winkler**	Elevation:	**No Data**

Type of Work: **New Well** Proposed Use: **Public Supply**

Drilling Start Date: **9/24/2012** Drilling End Date: **9/28/2012** **Plans Approved by TCEQ - YES**

Borehole:

Diameter (in.)	*Top Depth (ft.)*	*Bottom Depth (ft.)*
36	**0**	**42**
20	**42**	**510**

Drilling Method: **Reverse Circulation**

Borehole Completion: **Filter Packed**

Filter Pack Intervals:

Top Depth (ft.)	*Bottom Depth (ft.)*	*Filter Material*	*Size*
135	**510**	**Gravel**	**12-20**

Annular Seal Data:

Top Depth (ft.)	*Bottom Depth (ft.)*	*Description (number of sacks & material)*
0	**135**	**170 cement**
135	**140**	**10 Bentonite**

Seal Method: **pumped through tremie pipe**

Sealed By: **Hydro Resources/ Class C-ment**

Distance to Property Line (ft.): **No Data**

Distance to Septic Field or other concentrated contamination (ft.): **No Data**

Distance to Septic Tank (ft.): **No Data**

Method of Verification: **No Data**

Surface Completion: **Surface Slab Installed**

Water Level: **124 ft.** below land surface on **2012-10-04** Measurement Method: **Unknown**

Packers: **No Data**

Type of Pump: **No Data**

Well Tests: **Pump** **Yield: 650 GPM with 77 ft. drawdown after 24 hours**

Water Quality:

Strata Depth (ft.)	Water Type
No Data	**No Data**

Chemical Analysis Made: **Yes**

Did the driller knowingly penetrate any strata which contained injurious constituents?: **No**

Certification Data: The driller certified that the driller drilled this well (or the well was drilled under the driller's direct supervision) and that each and all of the statements herein are true and correct. The driller understood that failure to complete the required items will result in the report(s) being returned for completion and resubmittal.

Company Information: **Hydro Resources**

P.O Box 639
Garden City, KS 67846

Driller Name: **Miguel Camarena** License Number: **54592**

Apprentice Name: **Enrique Santos** Apprentice Number: **57578**

Comments: **No Data**

Lithology:
DESCRIPTION & COLOR OF FORMATION MATERIAL

Top (ft.)	Bottom (ft.)	Description
0	**90**	**greenish white sandy clay fairly soft**
90	**140**	**brown sandy clay fairly soft**
140	**160**	**soft,greenish white&brown**
160	**220**	**fairly loose fine sand w/white clay streak**
220	**240**	**lots of sand w/clay streaks**
240	**380**	**soft red sandy clay**
380	**400**	**tight sandy clay w/ clay streaks**
400	**420**	**410 tight sandy clay,410-420 tight clay**
420	**440**	**loose fine red sand w/ little clay**
440	**500**	**fairly loose fine sand w/clay streaks**
500	**520**	**soft red sandy clay**
520	**540**	**red sandy clay firm w/caliche layers**
540	**560**	**fairly firm red/white sandy clay**

Casing:
BLANK PIPE & WELL SCREEN DATA

Dia. (in.) New/Used Type Setting From/To (ft.)
12.75 NEW steel casing +3-280 .375
12.75 NEW S.S Screen 280-440 .030
12.75 NEW steel casing 440-480 .375
12.75 NEW S.S Screen 480-540 .030
24 NEW steel casing 0-42 .375

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Texas Department of Licensing and Regulation
P.O. Box 12157
Austin, TX 78711
(512) 334-5540

STATE OF TEXAS WELL REPORT for Tracking #302377

Owner:	**Midland County Fresh Water Supply Distri**	Owner Well #:	**Well 10**
Address:	**1700 West Wall Street Midland, TX 79701**	Grid #:	**46-06-6**
		Latitude:	**31° 57' 22" N**
Well Location:	**Kermitt, TX 79745**	Longitude:	**103° 15' 17" W**
Well County:	**Winkler**	Elevation:	**No Data**

Type of Work: **New Well** Proposed Use: **Public Supply**

Drilling Start Date: **9/24/2012** Drilling End Date: **9/28/2012** **Plans Approved by TCEQ - YES**

Borehole:

Diameter (in.)	*Top Depth (ft.)*	*Bottom Depth (ft.)*
36	**0**	**42**
20	**42**	**510**

Drilling Method: **Reverse Circulation**

Borehole Completion: **Filter Packed**

Filter Pack Intervals:

Top Depth (ft.)	*Bottom Depth (ft.)*	*Filter Material*	*Size*
135	**510**	**Gravel**	**12-20**

Annular Seal Data:

Top Depth (ft.)	*Bottom Depth (ft.)*	*Description (number of sacks & material)*
0	**135**	**170 cement**
135	**140**	**10 Bentonite**

Seal Method: **pumped through tremie pipe**

Sealed By: **Hydro Resources/ Class C-ment**

Distance to Property Line (ft.): **No Data**

Distance to Septic Field or other concentrated contamination (ft.): **No Data**

Distance to Septic Tank (ft.): **No Data**

Method of Verification: **No Data**

Surface Completion: **Surface Slab Installed**

Water Level: **115 ft.** below land surface on **2012-10-04** Measurement Method: **Unknown**

Packers: **No Data**

Type of Pump: **No Data**

Well Tests: **Pump** **Yield: 700 GPM with 70 ft. drawdown after 24 hours**

Water Quality:

Strata Depth (ft.)	Water Type
No Data	**No Data**

Chemical Analysis Made: **Yes**

Did the driller knowingly penetrate any strata which contained injurious constituents?: **No**

Certification Data: The driller certified that the driller drilled this well (or the well was drilled under the driller's direct supervision) and that each and all of the statements herein are true and correct. The driller understood that failure to complete the required items will result in the report(s) being returned for completion and resubmittal.

Company Information: **Hydro Resources**

P.O Box 639
Garden City, KS 67846

Driller Name: **Miguel Camarena** License Number: **54592**

Apprentice Name: **Enrique Santos** Apprentice Number: **57578**

Comments: **No Data**

Lithology:
DESCRIPTION & COLOR OF FORMATION MATERIAL

Top (ft.)	Bottom (ft.)	Description
0	**90**	**greenish white sandy clay fairly soft**
90	**140**	**brown sandy clay fairly soft**
140	**160**	**soft,greenish white&brown**
160	**220**	**fairly loose fine sand w/white clay streak**
220	**240**	**lots of sand w/clay streaks**
240	**380**	**soft red sandy clay**
380	**400**	**tight sandy clay w/ clay streaks**
400	**420**	**410 tight sandy clay,410-420 tight clay**
420	**440**	**loose fine red sand w/ little clay**
440	**500**	**fairly loose fine sand w/clay streaks**
500	**520**	**soft red sandy clay**
520	**540**	**red sandy clay firm w/caliche layers**
540	**560**	**fairly firm red/white sandy clay**

Casing:
BLANK PIPE & WELL SCREEN DATA

Dia. (in.) New/Used Type Setting From/To (ft.)
24 NEW steel casing 0-42 .375
12.75 NEW steel casing +3-158 .375
12.75 NEW steel casing 158-160 .375
12.75 NEW S.S screen 160-220 .030
12.75 NEW steel casing 220-222 .375
12.75 NEW steel casing 222-418 .375
12.75 NEW steel casing 418-420 .375
12.75 NEW S.S Screen 420-500 .030
12.75 NEW steel casing 500-502 .375
12.75 NEW steel casing 502-510 .375

IMPORTANT NOTICE FOR PERSONS HAVING WELLS DRILLED CONCERNING CONFIDENTIALITY

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Texas Department of Licensing and Regulation
P.O. Box 12157
Austin, TX 78711
(512) 334-5540

STATE OF TEXAS WELL REPORT for Tracking #302473

Owner:	**Midland County Fresh Water Supply Distri**	Owner Well #:	**Well 11**
Address:	**1700 West Wall Street Midland, TX 79701**	Grid #:	**46-06-6**
Well Location:	**Kermitt, TX 79745**	Latitude:	**31° 57' 18" N**
Well County:	**Winkler**	Longitude:	**103° 17' 05" W**
		Elevation:	**No Data**

Type of Work: **New Well** Proposed Use: **Public Supply**

Drilling Start Date: **10/8/2012** Drilling End Date: **10/10/2012** **Plans Approved by TCEQ - YES**

Borehole:

Diameter (in.)	*Top Depth (ft.)*	*Bottom Depth (ft.)*
36	**0**	**42**
20	**42**	**550**

Drilling Method: **Reverse Circulation**

Borehole Completion: **Filter Packed**

Filter Pack Intervals:

Top Depth (ft.)	*Bottom Depth (ft.)*	*Filter Material*	*Size*
140	**550**	**Gravel**	**12-20**

Annular Seal Data:

Top Depth (ft.)	*Bottom Depth (ft.)*	*Description (number of sacks & material)*
0	**135**	**170 Cement**
135	**140**	**10 Bentonite**

Seal Method: **Unknown**

Sealed By: **Hydro Resources/ Class C-ment**

Distance to Property Line (ft.): **No Data**

Distance to Septic Field or other concentrated contamination (ft.): **No Data**

Distance to Septic Tank (ft.): **No Data**

Method of Verification: **No Data**

Surface Completion: **Surface Slab Installed**

Water Level: **131 ft.** below land surface on **2012-10-13** Measurement Method: **Unknown**

Packers: **No Data**

Type of Pump: **No Data**

Well Tests: **Pump** **Yield: 850 GPM with 35 ft. drawdown after 24 hours**

Water Quality:

Strata Depth (ft.)	Water Type
No Data	**No Data**

Chemical Analysis Made: **Unknown**

Did the driller knowingly penetrate any strata which contained injurious constituents?: **Unknown**

Certification Data: The driller certified that the driller drilled this well (or the well was drilled under the driller's direct supervision) and that each and all of the statements herein are true and correct. The driller understood that failure to complete the required items will result in the report(s) being returned for completion and resubmittal.

Company Information: **Hydro Resources**

P.O Box 639
Garden City, KS 67846

Driller Name: **Miguel Camarena** License Number: **54592**

Apprentice Name: **Enrique Santos** Apprentice Number: **57578**

Comments: **No Data**

Lithology:
DESCRIPTION & COLOR OF FORMATION MATERIAL

Top (ft.)	Bottom (ft.)	Description
0	**20**	**hard fine sand silt to 10**
20	**140**	**hard sandy clays white/brtown/reddish**
140	**180**	**hard white/brown sandy clay**
180	**220**	**very tight fine sand w/ clay streaks**
220	**260**	**tight fine sand w/ clay streaks**
260	**340**	**fairly tight fine sand w/ little clay**
340	**380**	**fairly loose fine sand w/ little clay**
380	**540**	**loose fine sand w/ little clay**
540	**560**	**5 of clean sand 5 clayey sand,10 sandy**
560	**580**	**blueish gray clay w/ little sand**

Casing:
BLANK PIPE & WELL SCREEN DATA

Dia. (in.) New/Used Type Setting From/To (ft.)
24 new steel casing 0.42 .375
12.75 new steel casing +3-178 .375
12.75 new steel casing 178-180 .375
12.75 new S.S screen 180-540 .030
12.75 new steel casing 540-542 .375
12.75 new steel casing 542-550 .375

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Texas Department of Licensing and Regulation
P.O. Box 12157
Austin, TX 78711
(512) 334-5540

STATE OF TEXAS WELL REPORT for Tracking #302476

Owner:	**Midland County Fresh Water Supply Distri**	Owner Well #:	**Well 12**
Address:	**1700 West Wall Street Midland, TX 79701**	Grid #:	**46-06-6**
		Latitude:	**31° 57' 27" N**
Well Location:	**Kermitt, TX 79745**	Longitude:	**103° 16' 37" W**
Well County:	**Winkler**	Elevation:	**No Data**

Type of Work: **New Well** Proposed Use: **Public Supply**

Drilling Start Date: **9/27/2012** Drilling End Date: **10/2/2012** **Plans Approved by TCEQ - YES**

Borehole:

Diameter (in.)	*Top Depth (ft.)*	*Bottom Depth (ft.)*
36	**0**	**42**
20	**42**	**650**

Drilling Method: **Reverse Circulation**

Borehole Completion: **Filter Packed**

Filter Pack Intervals:

Top Depth (ft.)	*Bottom Depth (ft.)*	*Filter Material*	*Size*
140	**650**	**Gravel**	**12-20**

Annular Seal Data:

Top Depth (ft.)	*Bottom Depth (ft.)*	*Description (number of sacks & material)*
0	**135**	**170 Cement**
135	**140**	**10 Bentonite**

Seal Method: **Unknown**

Sealed By: **Hydro Resources/ Class C-ment**

Distance to Property Line (ft.): **No Data**

Distance to Septic Field or other concentrated contamination (ft.): **No Data**

Distance to Septic Tank (ft.): **No Data**

Method of Verification: **No Data**

Surface Completion: **Surface Slab Installed**

Water Level: **129 ft.** below land surface on **2012-10-01** Measurement Method: **Unknown**

Packers: **No Data**

Type of Pump: **No Data**

Well Tests: **Pump** **Yield: 850 GPM with 42 ft. drawdown after 24 hours**

Water Quality:

Strata Depth (ft.)	Water Type
No Data	**No Data**

Chemical Analysis Made: **Unknown**

Did the driller knowingly penetrate any strata which contained injurious constituents?: **Unknown**

Certification Data: The driller certified that the driller drilled this well (or the well was drilled under the driller's direct supervision) and that each and all of the statements herein are true and correct. The driller understood that failure to complete the required items will result in the report(s) being returned for completion and resubmittal.

Company Information: **Hydro Resources**

P.O Box 639
Garden City, KS 67846

Driller Name: **Miguel Camarena** License Number: **54592**

Apprentice Name: **Enrique Santos** Apprentice Number: **57578**

Comments: **No Data**

Lithology:
DESCRIPTION & COLOR OF FORMATION MATERIAL

Top (ft.)	Bottom (ft.)	Description
0	**6**	**surface, fine sand, caliche**
6	**21**	**cememnted,caliche, (HARD)**
21	**180**	**brown,white,cemented sand,caliche**
180	**213**	**red sandy,silty red sand fairly loose**
213	**237**	**red clay,some brown,few silty clay**
237	**277**	**sand,silty,sandy clays**
277	**290**	**brown white clay**
290	**308**	**sand,silty,few sandy clays**
308	**480**	**red silty sand, red clay fairly loose**
480	**517**	**red silty sand,thin clays**
517	**530**	**red-brown clay**
530	**620**	**red silty sand**
620	**640**	**silty sand clay mixed**

Casing:
BLANK PIPE & WELL SCREEN DATA

Dia. (in.) New/Used Type Setting From/To (ft.)
24 new steel casing 0.42 .375
12.75 new steel casing +3-180 .375
12.75 new S.S Screen 180-640 .030
12.75 new steel casing 640-650 .375

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Texas Department of Licensing and Regulation
P.O. Box 12157
Austin, TX 78711
(512) 334-5540

STATE OF TEXAS WELL REPORT for Tracking #302479

Owner:	**Midland County Fresh Water Supply Distri**	Owner Well #:	**Well 13**
Address:	**1700 West Wall Street Midland, TX 79701**	Grid #:	**46-06-3**
Well Location:	**Kermitt, TX 79745**	Latitude:	**31° 57' 34" N**
Well County:	**Winkler**	Longitude:	**103° 16' 10" W**
		Elevation:	**No Data**

Type of Work: **New Well** Proposed Use: **Public Supply**

Drilling Start Date: **10/4/2012** Drilling End Date: **10/9/2012** **Plans Approved by TCEQ - YES**

Borehole:

Diameter (in.)	*Top Depth (ft.)*	*Bottom Depth (ft.)*
36	**0**	**42**
20	**42**	**650**

Drilling Method: **Reverse Circulation**

Borehole Completion: **Filter Packed**

Filter Pack Intervals:

Top Depth (ft.)	*Bottom Depth (ft.)*	*Filter Material*	*Size*
140	**650**	**Gravel**	**12-20**

Annular Seal Data:

Top Depth (ft.)	*Bottom Depth (ft.)*	*Description (number of sacks & material)*
0	**135**	**170 Cement**
135	**140**	**10 Bentonite**

Seal Method: **Unknown**

Sealed By: **Hydro Resources/ Class C-ment**

Distance to Property Line (ft.): **No Data**

Distance to Septic Field or other concentrated contamination (ft.): **No Data**

Distance to Septic Tank (ft.): **No Data**

Method of Verification: **No Data**

Surface Completion: **Surface Slab Installed**

Water Level: **129 ft.** below land surface on **2012-10-08** Measurement Method: **Unknown**

Packers: **No Data**

Type of Pump: **No Data**

Well Tests: **Pump** **Yield: 857 GPM with 103 ft. drawdown after 24 hours**

Water Quality:

Strata Depth (ft.)	Water Type
No Data	**No Data**

Chemical Analysis Made: **Unknown**

Did the driller knowingly penetrate any strata which contained injurious constituents?: **Unknown**

Certification Data: The driller certified that the driller drilled this well (or the well was drilled under the driller's direct supervision) and that each and all of the statements herein are true and correct. The driller understood that failure to complete the required items will result in the report(s) being returned for completion and resubmittal.

Company Information: **Hydro Resources**

P.O Box 639
Garden City, KS 67846

Driller Name: **Miguel Camarena** License Number: **54592**

Apprentice Name: **Enrique Santos** Apprentice Number: **57578**

Comments: **No Data**

Lithology:
DESCRIPTION & COLOR OF FORMATION MATERIAL

Top (ft.)	Bottom (ft.)	Description
0	**8**	**surface top soil fine loose sand**
8	**35**	**caliche w/ clay strips**
35	**120**	**red sticky clay loose circ 49-120**
120	**160**	**red clay w/white rock strips**
160	**180**	**white sandy clay w/ rock strips**
180	**200**	**brown and red sandy clay**
200	**220**	**brown sandy clay w/fine sand strips**
220	**320**	**fine fairly loose brown sand w/little clay**
320	**360**	**brown,red,gray snady clay**
360	**400**	**red clay w/sandy clay strips**
400	**640**	**fine,fairly loose red sand clay mix**

Casing:
BLANK PIPE & WELL SCREEN DATA

Dia. (in.) New/Used Type Setting From/To (ft.)
24 new steel casing 0.42 .375
12.75 new steel casing +3-220 .375
12.75 new S.S Screen 220-300 .030
12.75 new steel casing 300-400 .375
12.75 new S.S Screen 400-640 .030
12.75 new steel casing 640-650 .375

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P.O. Box 12157
Austin, TX 78711
(512) 334-5540

STATE OF TEXAS WELL REPORT for Tracking #302480

Owner:	**Midland County Fresh Water Supply Distri**	Owner Well #:	**Well 14**
Address:	**1700 West Wall Street Midland, TX 79701**	Grid #:	**46-06-3**
Well Location:	**Kermitt, TX 79745**	Latitude:	**31° 57' 41" N**
Well County:	**Winkler**	Longitude:	**103° 15' 42" W**
		Elevation:	**No Data**

Type of Work: **New Well** Proposed Use: **Public Supply**

Drilling Start Date: **9/22/2012** Drilling End Date: **9/27/2012** **Plans Approved by TCEQ - YES**

Borehole:

Diameter (in.)	*Top Depth (ft.)*	*Bottom Depth (ft.)*
36	**0**	**42**
20	**42**	**570**

Drilling Method: **Reverse Circulation**

Borehole Completion: **Filter Packed**

Filter Pack Intervals:

Top Depth (ft.)	*Bottom Depth (ft.)*	*Filter Material*	*Size*
140	**570**	**Gravel**	**12-20**

Annular Seal Data:

Top Depth (ft.)	*Bottom Depth (ft.)*	*Description (number of sacks & material)*
0	**135**	**170 Cement**
135	**140**	**10 Bentonite**

Seal Method: **Unknown**

Sealed By: **Hydro Resources/ Class C-ment**

Distance to Property Line (ft.): **No Data**

Distance to Septic Field or other concentrated contamination (ft.): **No Data**

Distance to Septic Tank (ft.): **No Data**

Method of Verification: **No Data**

Surface Completion: **Surface Slab Installed**

Water Level: **134 ft.** below land surface on **2012-09-26** Measurement Method: **Unknown**

Packers: **No Data**

Type of Pump: **No Data**

Well Tests: **Pump** **Yield: 600 GPM with 98 ft. drawdown after 24 hours**

Water Quality:

Strata Depth (ft.)	Water Type
No Data	**No Data**

Chemical Analysis Made: **Unknown**

Did the driller knowingly penetrate any strata which contained injurious constituents?: **Unknown**

Certification Data: The driller certified that the driller drilled this well (or the well was drilled under the driller's direct supervision) and that each and all of the statements herein are true and correct. The driller understood that failure to complete the required items will result in the report(s) being returned for completion and resubmittal.

Company Information: **Hydro Resources**

P.O Box 639
Garden City, KS 67846

Driller Name: **Miguel Camarena** License Number: **54592**

Apprentice Name: **Enrique Santos** Apprentice Number: **57578**

Comments: **No Data**

Lithology:
DESCRIPTION & COLOR OF FORMATION MATERIAL

Top (ft.)	Bottom (ft.)	Description
0	**5**	**surface top soil**
5	**55**	**caliche w/gray sandy clay**
55	**120**	**red sticky clay w/sandy clay**
120	**140**	**red clay w/ white rock strips**
140	**160**	**red&brown sandy clay w/white rock strip**
160	**180**	**red clay w/ brown sandy clay strip**
180	**200**	**brown sandy clay to fine fairly loose sand**
200	**400**	**fine fairly loose brown sand w/little clay**
400	**420**	**fine fairly loose red/brown sand gray clay**
420	**440**	**brown&red sandy clay to fine loose sand**
440	**460**	**fine fairly loose brown/red sand**
460	**480**	**gray&red sandy clay w/ fine sand strips**
480	**640**	**fine fairly loose.red sand,clay mix**

Casing:
BLANK PIPE & WELL SCREEN DATA

Dia. (in.) New/Used Type Setting From/To (ft.)
24 new steel casing 0.42 .375
12.75 new steel casing +3-180 .375
12.75 new S.S Screen 180-300 .030
12.75 new steel casing 300-330 .375
12.75 new S.S Screen 330-400 .030
12.75 new steel casing 400-500 .375
12.75 new S.S Screen 500-560 .030
12.75 new steel casing 560-570 .375

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Texas Department of Licensing and Regulation
P.O. Box 12157
Austin, TX 78711
(512) 334-5540

STATE OF TEXAS WELL REPORT for Tracking #302488

Owner:	**Midland County Fresh Water Supply Distri**	Owner Well #:	**Well 22**
Address:	**1700 West Wall Street Midland, TX 79701**	Grid #:	**46-06-3**
Well Location:	**Kermitt, TX 79745**	Latitude:	**31° 58' 04" N**
Well County:	**Winkler**	Longitude:	**103° 15' 34" W**
		Elevation:	**No Data**

Type of Work: **New Well** Proposed Use: **Public Supply**

Drilling Start Date: **9/16/2012** Drilling End Date: **9/21/2012** **Plans Approved by TCEQ - YES**

Borehole:

Diameter (in.)	*Top Depth (ft.)*	*Bottom Depth (ft.)*
36	**0**	**42**
20	**42**	**650**

Drilling Method: **Reverse Circulation**

Borehole Completion: **Filter Packed**

Filter Pack Intervals:

Top Depth (ft.)	*Bottom Depth (ft.)*	*Filter Material*	*Size*
140	**650**	**Gravel**	**12-20**

Annular Seal Data:

Top Depth (ft.)	*Bottom Depth (ft.)*	*Description (number of sacks & material)*
0	**135**	**170 Cement**
135	**140**	**10 Bentonite**

Seal Method: **Unknown**

Sealed By: **Hydro Resources/ Class C-ment**

Distance to Property Line (ft.): **No Data**

Distance to Septic Field or other concentrated contamination (ft.): **No Data**

Distance to Septic Tank (ft.): **No Data**

Method of Verification: **No Data**

Surface Completion: **Surface Slab Installed**

Water Level: **128 ft.** below land surface on **2012-09-20** Measurement Method: **Unknown**

Packers: **No Data**

Type of Pump: **No Data**

Well Tests: **Pump** **Yield: 850 GPM with 54 ft. drawdown after 24 hours**

Water Quality:

Strata Depth (ft.)	Water Type
No Data	**No Data**

Chemical Analysis Made: **Unknown**

Did the driller knowingly penetrate any strata which contained injurious constituents?: **Unknown**

Certification Data: The driller certified that the driller drilled this well (or the well was drilled under the driller's direct supervision) and that each and all of the statements herein are true and correct. The driller understood that failure to complete the required items will result in the report(s) being returned for completion and resubmittal.

Company Information: **Hydro Resources**

P.O Box 639
Garden City, KS 67846

Driller Name: **Miguel Camarena** License Number: **54592**

Apprentice Name: **Enrique Santos** Apprentice Number: **57578**

Comments: **No Data**

Lithology:
DESCRIPTION & COLOR OF FORMATION MATERIAL

Top (ft.)	Bottom (ft.)	Description
0	**6**	**surface top soil**
6	**17**	**brown sandy clay**
17	**34**	**caliche**
34	**90**	**brown and gray sandy clay**
90	**220**	**red sticky clay w/ sandy strips (200-220)**
220	**240**	**red sandy clay fine to fairly loose sand**
240	**320**	**fine fairly loose red dirty sand clay mix**
320	**360**	**fine faily loose red sand**
360	**380**	**brown sandy clay to fine fairly loose red**
380	**640**	**fine fairly loose red sand little clay mix**

Casing:
BLANK PIPE & WELL SCREEN DATA

Dia. (in.) New/Used Type Setting From/To (ft.)
24 new steel casing 0.42 .375
12.75 new steel casing +3-218 .375
12.75 new steel casing 218-220 .375
12.75 new S.S Casing 220-640 .030
12.75 new steel casing 640-642 .375
12.75 new steel casing 642-650 .375

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Texas Department of Licensing and Regulation
P.O. Box 12157
Austin, TX 78711
(512) 334-5540

STATE OF TEXAS WELL REPORT for Tracking #302493

Owner:	**Midland County Fresh Water Supply Distri**	Owner Well #:	**Well 23**
Address:	**1700 West Wall Street Midland, TX 79701**	Grid #:	**46-06-3**
		Latitude:	**31° 57' 56" N**
Well Location:	**Kermitt, TX 79745**	Longitude:	**103° 16' 01" W**
Well County:	**Winkler**	Elevation:	**No Data**

Type of Work: **New Well** Proposed Use: **Public Supply**

Drilling Start Date: **10/5/2012** Drilling End Date: **10/11/2012** **Plans Approved by TCEQ - YES**

Borehole:

Diameter (in.)	*Top Depth (ft.)*	*Bottom Depth (ft.)*
36	**0**	**42**
20	**42**	**650**

Drilling Method: **Reverse Circulation**

Borehole Completion: **Filter Packed**

Filter Pack Intervals:

Top Depth (ft.)	*Bottom Depth (ft.)*	*Filter Material*	*Size*
140	**640**	**Gravel**	**12-20**

Annular Seal Data:

Top Depth (ft.)	*Bottom Depth (ft.)*	*Description (number of sacks & material)*
0	**135**	**170 Cement**
135	**140**	**10 Bentonite**

Seal Method: **Unknown**

Sealed By: **Hydro Resources/ Class C-ment**

Distance to Property Line (ft.): **No Data**

Distance to Septic Field or other concentrated contamination (ft.): **No Data**

Distance to Septic Tank (ft.): **No Data**

Method of Verification: **No Data**

Surface Completion: **Surface Slab Installed**

Water Level: **131 ft.** below land surface on **2012-10-10** Measurement Method: **Unknown**

Packers: **No Data**

Type of Pump: **No Data**

Well Tests: **Pump** **Yield: 857 GPM with 74 ft. drawdown after 24 hours**

Water Quality:

Strata Depth (ft.)	Water Type
No Data	**No Data**

Chemical Analysis Made: **Unknown**

Did the driller knowingly penetrate any strata which contained injurious constituents?: **Unknown**

Certification Data: The driller certified that the driller drilled this well (or the well was drilled under the driller's direct supervision) and that each and all of the statements herein are true and correct. The driller understood that failure to complete the required items will result in the report(s) being returned for completion and resubmittal.

Company Information: **Hydro Resources**

P.O Box 639
Garden City, KS 67846

Driller Name: **Miguel Camarena** License Number: **54592**

Apprentice Name: **Enrique Santos** Apprentice Number: **57578**

Comments: **No Data**

Lithology:
DESCRIPTION & COLOR OF FORMATION MATERIAL

Top (ft.)	Bottom (ft.)	Description
0	**2**	**surface**
2	**20**	**caliche w/ sand strips**
20	**45**	**gray tight sandy clay**
45	**120**	**red sticky clay**
120	**140**	**red sticky clay w/ brown sandy clay strip**
140	**160**	**red & brown sandy clay**
160	**180**	**red&brown sandy clay w/ white rock strip**
180	**200**	**brown&gray sandy clay**
200	**220**	**brown sandy clay w/ white rock strips**
220	**240**	**brown sandy clay w/fine dirty sand strip**
240	**320**	**fine fairly loose brown/red sand**
320	**340**	**fine fairly loose brown sand w/ gray sand**
340	**360**	**brown,red,gray sandy clay**
360	**380**	**brown sandy clay&w/ fine dirty strips**

Casing:
BLANK PIPE & WELL SCREEN DATA

Dia. (in.) New/Used Type Setting From/To (ft.)
24 new steel casing 0.42 .375
12.75 new steel casing +3-240 .375
12.75 new S.S Casing 240-320 .030
12.75 new steel casing 320-380 .375
12.75 new S.S Casing 380-640 .030
12.75 new steel casing 640-650 .375

380	**500**	**fine fairly loose dirty sand w/ clay mix**
500	**640**	**fine fairly loose red sand white sandy strip clay mix**

IMPORTANT NOTICE FOR PERSONS HAVING WELLS DRILLED CONCERNING CONFIDENTIALITY

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Texas Department of Licensing and Regulation
P.O. Box 12157
Austin, TX 78711
(512) 334-5540

STATE OF TEXAS WELL REPORT for Tracking #302495

Owner:	**Midland County Fresh Water Supply Distri**	Owner Well #:	**Well 24**
Address:	**1700 West Wall Street Midland, TX 79701**	Grid #:	**46-06-3**
Well Location:	**Kermitt, TX 79745**	Latitude:	**31° 57' 50" N**
Well County:	**Winkler**	Longitude:	**103° 16' 30" W**
		Elevation:	**No Data**

Type of Work: **New Well** Proposed Use: **Public Supply**

Drilling Start Date: **9/13/2012** Drilling End Date: **9/18/2012** **Plans Approved by TCEQ - YES**

Borehole:

Diameter (in.)	*Top Depth (ft.)*	*Bottom Depth (ft.)*
36	**0**	**42**
20	**42**	**650**

Drilling Method: **Reverse Circulation**

Borehole Completion: **Filter Packed**

Filter Pack Intervals:

Top Depth (ft.)	*Bottom Depth (ft.)*	*Filter Material*	*Size*
135	**650**	**Gravel**	**12-20**

Annular Seal Data:

Top Depth (ft.)	*Bottom Depth (ft.)*	*Description (number of sacks & material)*
0	**130**	**170 Cement**
130	**135**	**10 Bentonite**

Seal Method: **Unknown**

Sealed By: **Hydro Resources/ Class C-ment**

Distance to Property Line (ft.): **No Data**

Distance to Septic Field or other concentrated contamination (ft.): **No Data**

Distance to Septic Tank (ft.): **No Data**

Method of Verification: **No Data**

Surface Completion: **Surface Slab Installed**

Water Level: **134 ft.** below land surface on **2012-09-17** Measurement Method: **Unknown**

Packers: **No Data**

Type of Pump: **No Data**

Well Tests: **Pump** **Yield: 857 GPM with 64 ft. drawdown after 24 hours**

Water Quality:

Strata Depth (ft.)	Water Type
No Data	**No Data**

Chemical Analysis Made: **Unknown**

Did the driller knowingly penetrate any strata which contained injurious constituents?: **Unknown**

Certification Data: The driller certified that the driller drilled this well (or the well was drilled under the driller's direct supervision) and that each and all of the statements herein are true and correct. The driller understood that failure to complete the required items will result in the report(s) being returned for completion and resubmittal.

Company Information: **Hydro Resources**

P.O Box 639
Garden City, KS 67846

Driller Name: **Miguel Camarena** License Number: **54592**

Apprentice Name: **Enrique Santos** Apprentice Number: **57578**

Comments: **No Data**

Lithology:
DESCRIPTION & COLOR OF FORMATION MATERIAL

Top (ft.)	Bottom (ft.)	Description
0	**4**	**surface top soil**
4	**17**	**red sandy clay**
17	**23**	**tan sandy clay**
23	**120**	**red clay**
120	**140**	**brown sandy clay**
140	**160**	**brown sandy clay to fine fairly loose sand**
160	**240**	**fairly loose sand w/clay mix**
240	**260**	**fine fairly loose w/clay mix sand clay strip**
260	**280**	**red sandy clay w/fine dirty sand strips**
280	**300**	**red&graysandy clay**
300	**320**	**gray brown&red clay**
320	**340**	**brown sandy clay w/fine dirty sand strips**
340	**360**	**fine fairly loose sand w/ yellow clay mix**
360	**380**	**yellow sandy clay- fine fairly loose sand**
380	**400**	**fine fairly loose sand w/ little clay mix**

Casing:
BLANK PIPE & WELL SCREEN DATA

Dia. (in.) New/Used Type Setting From/To (ft.)
24 new steel casing 0.42 .375
12.75 new steel casing +3-160 .375
12.75 new S.S screen 160-260 .030
12.75 new steel casing 260-340 .375
12.75 new S.S screen 340-640 .030
12.75 new steel casing 640-650 .375

400	**460**	**fine fairly loose red sand**

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(512) 334-5540

STATE OF TEXAS WELL REPORT for Tracking #302498

Owner:	**Midland County Fresh Water Supply Distri**	Owner Well #:	**Well 29**
Address:	**1700 West Wall Street Midland, TX 79701**	Grid #:	**46-06-3**
		Latitude:	**31° 58' 34" N**
Well Location:	**Kermitt, TX 79745**	Longitude:	**103° 15' 42" W**
Well County:	**Winkler**	Elevation:	**No Data**

Type of Work: **New Well** Proposed Use: **Public Supply**

Drilling Start Date: **10/1/2012** Drilling End Date: **10/7/2012** **Plans Approved by TCEQ - YES**

Borehole:

Diameter (in.)	*Top Depth (ft.)*	*Bottom Depth (ft.)*
36	**0**	**42**
20	**42**	**570**

Drilling Method: **Reverse Circulation**

Borehole Completion: **Filter Packed**

Filter Pack Intervals:

Top Depth (ft.)	*Bottom Depth (ft.)*	*Filter Material*	*Size*
140	**570**	**Gravel**	**12-20**

Annular Seal Data:

Top Depth (ft.)	*Bottom Depth (ft.)*	*Description (number of sacks & material)*
0	**135**	**170 Cement**
135	**140**	**10 Bentonite**

Seal Method: **Unknown**

Sealed By: **Hydro Resources/ Class C-ment**

Distance to Property Line (ft.): **No Data**

Distance to Septic Field or other concentrated contamination (ft.): **No Data**

Distance to Septic Tank (ft.): **No Data**

Method of Verification: **No Data**

Surface Completion: **Surface Slab Installed**

Water Level: **139 ft.** below land surface on **2012-10-06** Measurement Method: **Unknown**

Packers: **No Data**

Type of Pump: **No Data**

Well Tests: **Pump** **Yield: 857 GPM with 39 ft. drawdown after 24 hours**

Water Quality:

Strata Depth (ft.)	Water Type
No Data	**No Data**

Chemical Analysis Made: **Unknown**

Did the driller knowingly penetrate any strata which contained injurious constituents?: **Unknown**

Certification Data: The driller certified that the driller drilled this well (or the well was drilled under the driller's direct supervision) and that each and all of the statements herein are true and correct. The driller understood that failure to complete the required items will result in the report(s) being returned for completion and resubmittal.

Company Information: **Hydro Resources**

P.O Box 639
Garden City, KS 67846

Driller Name: **Miguel Camarena** License Number: **54592**

Apprentice Name: **Enrique Santos** Apprentice Number: **57578**

Comments: **No Data**

Lithology:
DESCRIPTION & COLOR OF FORMATION MATERIAL

Top (ft.)	Bottom (ft.)	Description
0	**14**	**surface**
14	**20**	**cemented sand**
20	**41**	**red clay cemented sand**
41	**111**	**red clay firm&sticky**
111	**159**	**red clay,few silty**
159	**180**	**red silty sand red clay few lidges**
180	**221**	**sand silty**
221	**273**	**red brown sandy little sand few loose**
273	**297**	**red clay**
297	**343**	**san dsilty red fairly loose**
343	**360**	**red brown sandy clay silty sand mixed**
360	**561**	**sand silty thin clay fairly loose**
561	**586**	**red clay silty sand**
586	**600**	**red clay**

Casing:
BLANK PIPE & WELL SCREEN DATA

Dia. (in.) New/Used Type Setting From/To (ft.)
24 new steel casing 0.42 .375
12.75 new steel casing +3-200 .375
12.75 new S.S screen 200-230 .030
12.75 new steel casing 230-360 .375
12.75 new S.S screen 360-560 .030
12.75 new steel casing 560-570 .375

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Austin, TX 78711
(512) 334-5540

STATE OF TEXAS WELL REPORT for Tracking #302503

Owner:	**Midland County Fresh Water Supply Distri**	Owner Well #:	**Well 30**
Address:	**1700 West Wall Street Midland, TX 79701**	Grid #:	**46-06-3**
		Latitude:	**31° 58' 23" N**
Well Location:	**Kermitt, TX 79745**	Longitude:	**103° 15' 15" W**
Well County:	**Winkler**	Elevation:	**No Data**

Type of Work: **New Well** Proposed Use: **Public Supply**

Drilling Start Date: **9/8/2012** Drilling End Date: **9/13/2012** **Plans Approved by TCEQ - YES**

Borehole:

Diameter (in.)	*Top Depth (ft.)*	*Bottom Depth (ft.)*
36	**0**	**42**
20	**42**	**650**

Drilling Method: **Reverse Circulation**

Borehole Completion: **Filter Packed**

Filter Pack Intervals:

Top Depth (ft.)	*Bottom Depth (ft.)*	*Filter Material*	*Size*
140	**650**	**Gravel**	**12-20**

Annular Seal Data:

Top Depth (ft.)	*Bottom Depth (ft.)*	*Description (number of sacks & material)*
0	**135**	**170 Cement**
135	**140**	**10 Bentonite**

Seal Method: **Unknown**

Sealed By: **Hydro Resources/ Class C-ment**

Distance to Property Line (ft.): **No Data**

Distance to Septic Field or other concentrated contamination (ft.): **No Data**

Distance to Septic Tank (ft.): **No Data**

Method of Verification: **No Data**

Surface Completion: **Surface Slab Installed**

Water Level: **143 ft.** below land surface on **2012-09-19** Measurement Method: **Unknown**

Packers: **No Data**

Type of Pump: **No Data**

Well Tests: **Pump** **Yield: 850 GPM with 38 ft. drawdown after 24 hours**

Water Quality:

Strata Depth (ft.)	Water Type
No Data	**No Data**

Chemical Analysis Made: **Unknown**

Did the driller knowingly penetrate any strata which contained injurious constituents?: **Unknown**

Certification Data: The driller certified that the driller drilled this well (or the well was drilled under the driller's direct supervision) and that each and all of the statements herein are true and correct. The driller understood that failure to complete the required items will result in the report(s) being returned for completion and resubmittal.

Company Information: **Hydro Resources**

P.O Box 639
Garden City, KS 67846

Driller Name: **Miguel Camarena** License Number: **54592**

Apprentice Name: **Enrique Santos** Apprentice Number: **57578**

Comments: **No Data**

Lithology:
DESCRIPTION & COLOR OF FORMATION MATERIAL

Top (ft.)	Bottom (ft.)	Description
0	**1.5**	**surface top soil**
1.5	**40**	**caliche w/ rock&sand strips**
40	**120**	**red clay&shale**
120	**140**	**red sandy clay**
140	**200**	**red sandy clay w/ fine dirty sand strips**
200	**260**	**fine fairly loose dirty sand w/ clay mix**
260	**420**	**fine loose sand**
420	**460**	**fine loose tan color to red sand**
460	**480**	**gray and red sandy clay w/fine sand strip**
480	**640**	**fine fairly loose sand w/clay mix sand strips 500-520**

Casing:
BLANK PIPE & WELL SCREEN DATA

Dia. (in.)	New/Used	Type	Setting From/To (ft.)
24	**new**	**steel**	**casing 0.42 .375**
12.75	**new**	**steel**	**casing +3-200 .375**
12.75	**new**	**S.S**	**screen 200-640 .030**
12.75	**new**	**steel**	**casing 640-650 .375**

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STATE OF TEXAS WELL REPORT for Tracking #302723

Owner:	**Midland County Fresh Water Supply Distri**	Owner Well #:	**Well 4**
Address:	**1700 West Wall Street Midland, TX 79701**	Grid #:	**46-06-6**
		Latitude:	**31° 56' 39" N**
Well Location:	**Kermitt, TX 79745**	Longitude:	**103° 16' 19" W**
Well County:	**Winkler**	Elevation:	**No Data**

Type of Work: **New Well** Proposed Use: **Public Supply**

Drilling Start Date: **9/18/2012** Drilling End Date: **9/24/2012** **Plans Approved by TCEQ - YES**

Borehole:

Diameter (in.)	*Top Depth (ft.)*	*Bottom Depth (ft.)*
36	**0**	**42**
20	**42**	**630**

Drilling Method: **Reverse Circulation**

Borehole Completion: **Filter Packed**

Filter Pack Intervals:

Top Depth (ft.)	*Bottom Depth (ft.)*	*Filter Material*	*Size*
140	**630**	**Gravel**	**12-20**

Annular Seal Data:

Top Depth (ft.)	*Bottom Depth (ft.)*	*Description (number of sacks & material)*
0	**135**	**170 Cement**
135	**140**	**10 Bentonite**

Seal Method: **Unknown**

Sealed By: **Hydro Resources/ Class C-ment**

Distance to Property Line (ft.): **No Data**

Distance to Septic Field or other concentrated contamination (ft.): **No Data**

Distance to Septic Tank (ft.): **No Data**

Method of Verification: **No Data**

Surface Completion: **Surface Slab Installed**

Water Level: **121 ft.** below land surface on **2012-09-23** Measurement Method: **Unknown**

Packers: **No Data**

Type of Pump: **No Data**

Well Tests: **Pump** **Yield: 857 GPM with 138 ft. drawdown after 24 hours**

Water Quality:

Strata Depth (ft.)	Water Type
No Data	**No Data**

Chemical Analysis Made: **Unknown**

Did the driller knowingly penetrate any strata which contained injurious constituents?: **Unknown**

Certification Data: The driller certified that the driller drilled this well (or the well was drilled under the driller's direct supervision) and that each and all of the statements herein are true and correct. The driller understood that failure to complete the required items will result in the report(s) being returned for completion and resubmittal.

Company Information: **Hydro Resources**

P.O Box 639
Garden City, KS 67846

Driller Name: **Miguel Camarena** License Number: **54592**

Apprentice Name: **Enrique Santos** Apprentice Number: **57578**

Comments: **No Data**

Lithology:
DESCRIPTION & COLOR OF FORMATION MATERIAL

Top (ft.)	Bottom (ft.)	Description
0	**20**	**white and grey sandy clay**
20	**75**	**brown and blue sandy clay**
75	**220**	**soft red clay**
220	**260**	**red sandy clay soft**
260	**340**	**fairly tight red sandy clay**
340	**500**	**fairly loose fine sand w/ little clay mix**
500	**520**	**very loose fine sand**
520	**620**	**fairly loose fine sand w/ clay mix**
620	**640**	**fairly loose fine sand w/some clay strips**

Casing:
BLANK PIPE & WELL SCREEN DATA

Dia. (in.) New/Used Type Setting From/To (ft.)
24 new steel casing 0.42 .375
12.75 new steel casing +3-340 .375
12.75 new S.S screen 340-620 .030
12.75 new steel casing 620-630 .375

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P.O. Box 12157
Austin, TX 78711
(512) 334-5540

STATE OF TEXAS WELL REPORT for Tracking #302748

Owner:	**Midland County Fresh Water Supply Disctr**	Owner Well #:	**25**
Address:	**1700 West Wall Street Midland, TX 79701**	Grid #:	**46-06-3**
		Latitude:	**31° 57' 45" N**
Well Location:	**Kermitt, TX 79745**	Longitude:	**103° 17' 06" W**
Well County:	**Winkler**	Elevation:	**No Data**

Type of Work: **New Well** Proposed Use: **Public Supply**

Drilling Start Date: **9/28/2012** Drilling End Date: **10/1/2012** **Plans Approved by TCEQ - YES**

Borehole:

Diameter (in.)	*Top Depth (ft.)*	*Bottom Depth (ft.)*
36	**0**	**42**
20	**42**	**655**

Drilling Method: **Reverse Circulation**

Borehole Completion: **Filter Packed**

Filter Pack Intervals:

Top Depth (ft.)	*Bottom Depth (ft.)*	*Filter Material*	*Size*
135	**655**	**Gravel**	**12-20**

Annular Seal Data:

Top Depth (ft.)	*Bottom Depth (ft.)*	*Description (number of sacks & material)*
0	**130**	**170 cement**
130	**135**	**10 bentonite**

Seal Method: **Unknown**

Sealed By: **Hydro Resources/ Class C-ment**

Distance to Property Line (ft.): **No Data**

Distance to Septic Field or other concentrated contamination (ft.): **No Data**

Distance to Septic Tank (ft.): **No Data**

Method of Verification: **No Data**

Surface Completion: **Surface Slab Installed**

Water Level: **139 ft.** below land surface on **2012-09-30** Measurement Method: **Unknown**

Packers: **No Data**

Type of Pump: **No Data**

Well Tests: **Pump** **Yield: 139 GPM with 163 ft. drawdown after 24 hours**

Water Quality:

Strata Depth (ft.)	Water Type
No Data	**No Data**

Chemical Analysis Made: **Unknown**

Did the driller knowingly penetrate any strata which contained injurious constituents?: **Unknown**

Certification Data: The driller certified that the driller drilled this well (or the well was drilled under the driller's direct supervision) and that each and all of the statements herein are true and correct. The driller understood that failure to complete the required items will result in the report(s) being returned for completion and resubmittal.

Company Information: **Hydro Resources**

P.O Box 639
Garden City, KS 67846

Driller Name: **Randy Taylor** License Number: **2366**

Apprentice Name: **Kenneth Bumpas** Apprentice Number: **58150**

Comments: **No Data**

Lithology:
DESCRIPTION & COLOR OF FORMATION MATERIAL

Top (ft.)	Bottom (ft.)	Description
0	**3**	**surface top soil**
3	**120**	**red&tan sandy clay**
120	**180**	**fine little tight dirty sand w/clay mix**
180	**200**	**fairly fine loose dirty sand little clay mix**
200	**220**	**fine fairly loose red sand w/little clay mix**
220	**280**	**fine fairly loose red sand**
280	**320**	**fine fairly loose red sandw/cemented sand strip**
320	**540**	**fine fairly loose red sand**
540	**560**	**fine fairly loose red sand w/little clay mix**
560	**620**	**fine fairly loose red sand**
620	**640**	**fine fairly loose red sand w/little gray clay mix**

Casing:
BLANK PIPE & WELL SCREEN DATA

Dia. (in.) New/Used Type Setting From/To (ft.)
24 NEW steel casing 0.42 .375
12.75 NEW steel casing +3-160 .375
12.75 NEW S.S screen 160-640 .030
12.75 NEW steel casing 640-655 .375

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(512) 334-5540

STATE OF TEXAS WELL REPORT for Tracking #302785

Owner:	**Midland County Fresh Water Supply Distri**	Owner Well #:	**26**
Address:	**1700 West Wall Street Midland, TX 79701**	Grid #:	**46-06-2**
Well Location:	**Kermitt, TX 79745**	Latitude:	**31° 58' 10" N**
Well County:	**Winkler**	Longitude:	**103° 17' 38" W**
		Elevation:	**No Data**

Type of Work: **New Well** Proposed Use: **Public Supply**

Drilling Start Date: **9/29/2012** Drilling End Date: **10/3/2012** **Plans Approved by TCEQ - YES**

Borehole:

Diameter (in.)	*Top Depth (ft.)*	*Bottom Depth (ft.)*
36	**0**	**42**
20	**42**	**655**

Drilling Method: **Reverse Circulation**

Borehole Completion: **Filter Packed**

Filter Pack Intervals:

Top Depth (ft.)	*Bottom Depth (ft.)*	*Filter Material*	*Size*
140	**655**	**Gravel**	**12-20**

Annular Seal Data:

Top Depth (ft.)	*Bottom Depth (ft.)*	*Description (number of sacks & material)*
0	**135**	**170 Cement**
135	**140**	**10 bentonite**

Seal Method: **Unknown**

Sealed By: **Hydro Resources/ Class C-ment**

Distance to Property Line (ft.): **No Data**

Distance to Septic Field or other concentrated contamination (ft.): **No Data**

Distance to Septic Tank (ft.): **No Data**

Method of Verification: **No Data**

Surface Completion: **Surface Slab Installed**

Water Level: **153 ft.** below land surface on **2012-10-03** Measurement Method: **Unknown**

Packers: **No Data**

Type of Pump: **No Data**

Well Tests: **Pump** **Yield: 850 GPM with 57 ft. drawdown after 24 hours**

Water Quality:

Strata Depth (ft.)	Water Type
No Data	**No Data**

Chemical Analysis Made: **Unknown**

Did the driller knowingly penetrate any strata which contained injurious constituents?: **Unknown**

Certification Data: The driller certified that the driller drilled this well (or the well was drilled under the driller's direct supervision) and that each and all of the statements herein are true and correct. The driller understood that failure to complete the required items will result in the report(s) being returned for completion and resubmittal.

Company Information: **Hydro Resources**

P.O Box 639
Garden City, KS 67836

Driller Name: **Randy Taylor** License Number: **2366**

Apprentice Name: **Kenneth Bumpas** Apprentice Number: **58150**

Comments: **No Data**

Lithology:
DESCRIPTION & COLOR OF FORMATION MATERIAL

Top (ft.)	Bottom (ft.)	Description
0	**20**	**brown to red soft clay**
20	**60**	**white to red sandy clay**
60	**140**	**red sandy clay w/little shale**
140	**160**	**red sandy clay w/clay strips**
160	**180**	**soft red sandy clay w/clay strips**
180	**220**	**fairly loose fine sand w/few clay strips**
220	**240**	**fairly soft sand & red clay w/white strips**
240	**260**	**fairly soft white,gray,blue sandy clays**
260	**280**	**fairly soft gray&blue clay w/ sand strips**
280	**300**	**fairly soft sandy gray clay**
300	**640**	**fairly loose fine sand w/ little clay**

Casing:
BLANK PIPE & WELL SCREEN DATA

Dia. (in.)	New/Used	Type	Setting From/To (ft.)
24	**NEW**	**steel casing**	**0.42 .375**
12.75	**NEW**	**steel casing**	**+3-280 .375**
12.75	**NEW**	**S.S screen**	**280-640 .030**
12.75	**NEW**	**steel casing**	**640-655 .375**

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Texas Department of Licensing and Regulation
P.O. Box 12157
Austin, TX 78711
(512) 334-5540

STATE OF TEXAS WELL REPORT for Tracking #302787

Owner:	**Midland County Fresh Water Supply Distri**	Owner Well #:	**27**
Address:	**1700 West Wall Street Midland, TX 79701**	Grid #:	**46-06-3**
Well Location:	**Kermitt, TX 79745**	Latitude:	**31° 58' 09" N**
Well County:	**Winkler**	Longitude:	**103° 16' 54" W**
		Elevation:	**No Data**

Type of Work: **New Well** Proposed Use: **Public Supply**

Drilling Start Date: **10/9/2012** Drilling End Date: **10/15/2012** **Plans Approved by TCEQ - YES**

Borehole:

Diameter (in.)	*Top Depth (ft.)*	*Bottom Depth (ft.)*
36	**0**	**42**
20	**42**	**635**

Drilling Method: **Reverse Circulation**

Borehole Completion: **Filter Packed**

Filter Pack Intervals:

Top Depth (ft.)	*Bottom Depth (ft.)*	*Filter Material*	*Size*
140	**633**	**Gravel**	**12-20**

Annular Seal Data:

Top Depth (ft.)	*Bottom Depth (ft.)*	*Description (number of sacks & material)*
0	**135**	**170 Cement**
135	**140**	**10 bentonite**

Seal Method: **Unknown**

Sealed By: **Hydro Resources/ Class C-ment**

Distance to Property Line (ft.): **No Data**

Distance to Septic Field or other concentrated contamination (ft.): **No Data**

Distance to Septic Tank (ft.): **No Data**

Method of Verification: **No Data**

Surface Completion: **Surface Slab Installed**

Water Level: **140 ft.** below land surface on **2012-10-14** Measurement Method: **Unknown**

Packers: **No Data**

Type of Pump: **No Data**

Well Tests: **Pump** **Yield: 857 GPM with 41 ft. drawdown after 24 hours**

Water Quality:

Strata Depth (ft.)	Water Type
No Data	**No Data**

Chemical Analysis Made: **Unknown**

Did the driller knowingly penetrate any strata which contained injurious constituents?: **Unknown**

Certification Data: The driller certified that the driller drilled this well (or the well was drilled under the driller's direct supervision) and that each and all of the statements herein are true and correct. The driller understood that failure to complete the required items will result in the report(s) being returned for completion and resubmittal.

Company Information: **Hydro Resources**

P.O Box 639
Garden City, KS 67836

Driller Name: **Randy Taylor** License Number: **2366**

Apprentice Name: **Kenneth Bumpas** Apprentice Number: **58150**

Comments: **No Data**

Lithology:
DESCRIPTION & COLOR OF FORMATION MATERIAL

From (ft)	To (ft)	Description
0	**10**	**surface top soil**
10	**33**	**caliche w/rock & clay strips**
33	**120**	**red clay w/shale strips**
120	**140**	**red and tan sandy clay**
140	**160**	**fine fairly loose sand w/ clay mix&strips**
160	**200**	**fine fairly loose dirty sand w/clay mix&strips**
200	**220**	**brown and red sandy clay**
220	**240**	**brown and red sandy clay to fine fairly loose sand**
240	**640**	**fine fairly loose red sand 620-640 sandy clay strips**

Casing:
BLANK PIPE & WELL SCREEN DATA

Dia. (in.)	New/Used	Type	Setting From/To (ft.)
24	**NEW**	**steel casing**	**0.42 .375**
12.75	**NEW**	**steel casing**	**+3-240 .375**
12.75	**NEW**	**S.S screen**	**240-620 .030**
12.75	**NEW**	**steel casing**	**620-635 .375**

IMPORTANT NOTICE FOR PERSONS HAVING WELLS DRILLED CONCERNING CONFIDENTIALITY

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Texas Department of Licensing and Regulation
P.O. Box 12157
Austin, TX 78711
(512) 334-5540

STATE OF TEXAS WELL REPORT for Tracking #302793

Owner:	**Midland County Fresh Water Supply Distri**	Owner Well #:	**41**
Address:	**1700 West Wall Street Midland, TX 79701**	Grid #:	**46-06-3**
Well Location:	**Kermitt, TX 79745**	Latitude:	**31° 58' 09" N**
Well County:	**Winkler**	Longitude:	**103° 15' 08" W**
		Elevation:	**No Data**

Type of Work: **New Well** Proposed Use: **Public Supply**

Drilling Start Date: **9/17/2012** Drilling End Date: **9/23/2012** **Plans Approved by TCEQ - YES**

Borehole:

Diameter (in.)	*Top Depth (ft.)*	*Bottom Depth (ft.)*
36	**0**	**42**
20	**42**	**655**

Drilling Method: **Reverse Circulation**

Borehole Completion: **Filter Packed**

Filter Pack Intervals:

Top Depth (ft.)	*Bottom Depth (ft.)*	*Filter Material*	*Size*
140	**655**	**Gravel**	**12-20**

Annular Seal Data:

Top Depth (ft.)	*Bottom Depth (ft.)*	*Description (number of sacks & material)*
0	**135**	**170 Cement**
135	**140**	**10 bentonite**

Seal Method: **Unknown**

Sealed By: **Hydro Resources/ Class C-ment**

Distance to Property Line (ft.): **No Data**

Distance to Septic Field or other concentrated contamination (ft.): **No Data**

Distance to Septic Tank (ft.): **No Data**

Method of Verification: **No Data**

Surface Completion: **Surface Slab Installed**

Water Level: **138 ft.** below land surface on **2012-09-22** Measurement Method: **Unknown**

Packers: **No Data**

Type of Pump: **No Data**

Well Tests: **Pump** **Yield: 850 GPM with 24 ft. drawdown after 24 hours**

Water Quality:

Strata Depth (ft.)	Water Type
No Data	**No Data**

Chemical Analysis Made: **Unknown**

Did the driller knowingly penetrate any strata which contained injurious constituents?: **Unknown**

Certification Data: The driller certified that the driller drilled this well (or the well was drilled under the driller's direct supervision) and that each and all of the statements herein are true and correct. The driller understood that failure to complete the required items will result in the report(s) being returned for completion and resubmittal.

Company Information: **Hydro Resources**

P.O Box 639
Garden City, KS 67836

Driller Name: **Randy Taylor** License Number: **2366**

Apprentice Name: **Kenneth Bumpas** Apprentice Number: **58150**

Comments: **No Data**

Lithology:
DESCRIPTION & COLOR OF FORMATION MATERIAL

Top (ft.)	Bottom (ft.)	Description
0	**35**	**greenish white sandy soft clay**
35	**140**	**brownish red sandy soft clay**
140	**160**	**fairly soft sandy red clay w/few streaks**
160	**180**	**fairly stiff sandy red clay**
180	**200**	**18fairly loose clayey fine sand 3 of clay**
200	**240**	**loose fine sand w/clay streaks**
240	**260**	**fairly soft sandy red clay w/sand streaks**
260	**280**	**fairly soft sandy red clay**
280	**300**	**fairly soft sandy red clay w/ blue clay**
300	**320**	**fairly tight blue&red clay**
320	**340**	**fairly soft blue&red clay**
340	**360**	**fairly soft red&blue clay then sand&clay**
360	**560**	**fairly loose fine sand w/clay streaks**
560	**580**	**fairly loose fine sand red&blue clay**

Casing:
BLANK PIPE & WELL SCREEN DATA

Dia. (in.) New/Used Type Setting From/To (ft.)
24 NEW steel casing 0.42 .375
12.75 NEW steel casing +3-360 .375
12.75 NEW S.S screen 360-640 .030
12.75 NEW steel casing 640-655 .375

580	**640**	**fairly loose fine sand w/ clay & clay streaks**

IMPORTANT NOTICE FOR PERSONS HAVING WELLS DRILLED CONCERNING CONFIDENTIALITY

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Texas Department of Licensing and Regulation
P.O. Box 12157
Austin, TX 78711
(512) 334-5540

STATE OF TEXAS WELL REPORT for Tracking #302802

Owner:	**Midland County Fresh Water Supply Distri**	Owner Well #:	**46**
Address:	**1700 West Wall Street Midland, TX 79701**	Grid #:	**46-06-6**
Well Location:	**Kermitt, TX 79745**	Latitude:	**31° 56' 53" N**
Well County:	**Winkler**	Longitude:	**103° 17' 18" W**
		Elevation:	**No Data**

Type of Work: **New Well** Proposed Use: **Public Supply**

Drilling Start Date: **9/30/2012** Drilling End Date: **10/6/2012** **Plans Approved by TCEQ - YES**

Borehole:

Diameter (in.)	*Top Depth (ft.)*	*Bottom Depth (ft.)*
36	**0**	**42**
20	**42**	**495**

Drilling Method: **Reverse Circulation**

Borehole Completion: **Filter Packed**

Filter Pack Intervals:

Top Depth (ft.)	*Bottom Depth (ft.)*	*Filter Material*	*Size*
140	**495**	**Gravel**	**16-30**

Annular Seal Data:

Top Depth (ft.)	*Bottom Depth (ft.)*	*Description (number of sacks & material)*
0	**135**	**170 Cement**
135	**140**	**10 bentonite**

Seal Method: **Unknown**

Sealed By: **Hydro Resources/ Class C-ment**

Distance to Property Line (ft.): **No Data**

Distance to Septic Field or other concentrated contamination (ft.): **No Data**

Distance to Septic Tank (ft.): **No Data**

Method of Verification: **No Data**

Surface Completion: **Surface Slab Installed**

Water Level: **131 ft.** below land surface on **2012-10-05** Measurement Method: **Unknown**

Packers: **No Data**

Type of Pump: **No Data**

Well Tests: **Pump** **Yield: 850 GPM with 106 ft. drawdown after 24 hours**

Water Quality:

Strata Depth (ft.)	Water Type
No Data	**No Data**

Chemical Analysis Made: **Unknown**

Did the driller knowingly penetrate any strata which contained injurious constituents?: **Unknown**

Certification Data: The driller certified that the driller drilled this well (or the well was drilled under the driller's direct supervision) and that each and all of the statements herein are true and correct. The driller understood that failure to complete the required items will result in the report(s) being returned for completion and resubmittal.

Company Information: **Hydro Resources**

P.O Box 639
Garden City, KS 67836

Driller Name: **Randy Taylor** License Number: **2366**

Apprentice Name: **Kenneth Bumpas** Apprentice Number: **58150**

Comments: **No Data**

Lithology:
DESCRIPTION & COLOR OF FORMATION MATERIAL

From (ft)	To (ft)	Description
0	**1**	**surface top soil**
1	**33**	**caliche w/rock strips**
33	**120**	**red&brown sandy clay**
120	**160**	**fine little tight brown sand w/little clay mix**
160	**200**	**fine fairly loose brown/red sand**
200	**260**	**fine fairly loose red sand**
260	**340**	**fine loose red sand**
340	**380**	**fine fairly loose red sand w/little mix**
380	**400**	**fine fairly loose red sand-gray clay**
400	**420**	**gray sandy clay to fine fairly loose sand**
420	**440**	**fine fairly loose red sand w/some clay mix**
440	**460**	**fine fairly loose red sand w/little clay mix**
460	**480**	**fine fairly loose red dirty sand w/clay mix**
480	**500**	**red sticky clay**
500	**520**	**red and brown soft clay**
520	**540**	**red and brown w/rock strips**

Casing:
BLANK PIPE & WELL SCREEN DATA

Dia. (in.)	New/Used	Type	Setting From/To (ft.)
24	**NEW**	**steel**	**casing 0.42 .375**
12.75	**NEW**	**steel**	**casing +3-200 .375**
12.75	**NEW**	**S.S**	**screen 200-480 .020**
12.75	**NEW**	**steel**	**casing 480-495 .375**

IMPORTANT NOTICE FOR PERSONS HAVING WELLS DRILLED CONCERNING CONFIDENTIALITY

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Texas Department of Licensing and Regulation
P.O. Box 12157
Austin, TX 78711
(512) 334-5540

STATE OF TEXAS WELL REPORT for Tracking #302812

Owner:	**Midland County Fresh Water Supply Distri**	Owner Well #:	**48**
Address:	**1700 West Wall Street Midland, TX 79701**	Grid #:	**46-06-3**
Well Location:	**Kermitt, TX 79745**	Latitude:	**31° 58' 18" N**
Well County:	**Winkler**	Longitude:	**103° 15' 59" W**
		Elevation:	**No Data**

Type of Work: **New Well** Proposed Use: **Public Supply**

Drilling Start Date: **9/28/2012** Drilling End Date: **10/6/2012** **Plans Approved by TCEQ - YES**

Borehole:

Diameter (in.)	*Top Depth (ft.)*	*Bottom Depth (ft.)*
36	**0**	**42**
20	**42**	**655**

Drilling Method: **Reverse Circulation**

Borehole Completion: **Filter Packed**

Filter Pack Intervals:

Top Depth (ft.)	*Bottom Depth (ft.)*	*Filter Material*	*Size*
140	**655**	**Gravel**	**12-20**

Annular Seal Data:

Top Depth (ft.)	*Bottom Depth (ft.)*	*Description (number of sacks & material)*
0	**135**	**170 Cement**
135	**140**	**10 bentonite**

Seal Method: **Unknown**

Sealed By: **Hydro Resources/ Class C-ment**

Distance to Property Line (ft.): **No Data**

Distance to Septic Field or other concentrated contamination (ft.): **No Data**

Distance to Septic Tank (ft.): **No Data**

Method of Verification: **No Data**

Surface Completion: **Surface Slab Installed**

Water Level: **133 ft.** below land surface on **2012-10-03** Measurement Method: **Unknown**

Packers: **No Data**

Type of Pump: **No Data**

Well Tests: **Pump** **Yield: 756 GPM with 52 ft. drawdown after 24 hours**

Water Quality:

Strata Depth (ft.)	Water Type
No Data	**No Data**

Chemical Analysis Made: **Unknown**

Did the driller knowingly penetrate any strata which contained injurious constituents?: **Unknown**

Certification Data: The driller certified that the driller drilled this well (or the well was drilled under the driller's direct supervision) and that each and all of the statements herein are true and correct. The driller understood that failure to complete the required items will result in the report(s) being returned for completion and resubmittal.

Company Information: **Hydro Resources**

P.O Box 639
Garden City, KS 67836

Driller Name: **Randy Taylor** License Number: **2366**

Apprentice Name: **Kenneth Bumpas** Apprentice Number: **58150**

Comments: **No Data**

Lithology:
DESCRIPTION & COLOR OF FORMATION MATERIAL

Top (ft.)	Bottom (ft.)	Description
0	**30**	**white&gray sandy clay**
30	**60**	**red&brown soft sandy clay**
60	**80**	**lost circulation added hulls**
80	**140**	**red soft clay**
140	**200**	**soft brownish sandy clay**
200	**220**	**fairly soft red&white sandy clay**
220	**240**	**fairly soft very sandy brownish red clay**
240	**260**	**fairly loose fine sand w/clay streaks**
260	**280**	**fairly loose fine sand w/little streaks**
280	**320**	**fairly loose sand w/few streaks**
320	**360**	**red&white sandy soft clay**
360	**380**	**light brown soft sandy clay**
380	**420**	**10 of sandy clay then clayey sand**
420	**440**	**5of sandy clay 15of fine loose sand**

Casing:
BLANK PIPE & WELL SCREEN DATA

Dia. (in.)	New/Used	Type	Setting From/To (ft.)
24	**NEW**	**steel**	**casing 0.42 .375**
12.75	**NEW**	**steel**	**casing +3-240 .375**
12.75	**NEW**	**S.S**	**screen 240-320 .030**
12.75	**NEW**	**steel**	**casing 320-440 .375**
12.75	**NEW**	**S.S**	**screen 440-640 .030**
12.75	**NEW**	**steel**	**casing 640-655 .375**

440	**600**	**loose fine tan sand w/little clay (orange)**
600	**640**	**fine fairly loose red sand w/little clay**

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Texas Department of Licensing and Regulation
P.O. Box 12157
Austin, TX 78711
(512) 334-5540

STATE OF TEXAS WELL REPORT for Tracking #302816

Owner:	**Midland County Fresh Water Supply Distri**	Owner Well #:	**55**
Address:	**1700 West Wall Street Midland, TX 79701**	Grid #:	**46-06-3**
Well Location:	**Kermitt, TX 79745**	Latitude:	**31° 58' 01" N**
Well County:	**Winkler**	Longitude:	**103° 15' 12" W**
		Elevation:	**No Data**

Type of Work: **New Well** Proposed Use: **Public Supply**

Drilling Start Date: **10/3/2012** Drilling End Date: **10/18/2012** **Plans Approved by TCEQ - YES**

Borehole:

Diameter (in.)	*Top Depth (ft.)*	*Bottom Depth (ft.)*
36	**0**	**42**
20	**42**	**635**

Drilling Method: **Reverse Circulation**

Borehole Completion: **Filter Packed**

Filter Pack Intervals:

Top Depth (ft.)	*Bottom Depth (ft.)*	*Filter Material*	*Size*
140	**635**	**Gravel**	**12-20**

Annular Seal Data:

Top Depth (ft.)	*Bottom Depth (ft.)*	*Description (number of sacks & material)*
0	**135**	**170 Cement**
135	**140**	**10 bentonite**

Seal Method: **Unknown**

Sealed By: **Hydro Resources/ Class C-ment**

Distance to Property Line (ft.): **No Data**

Distance to Septic Field or other concentrated contamination (ft.): **No Data**

Distance to Septic Tank (ft.): **No Data**

Method of Verification: **No Data**

Surface Completion: **Surface Slab Installed**

Water Level: **127 ft.** below land surface on **2012-10-18** Measurement Method: **Unknown**

Packers: **No Data**

Type of Pump: **No Data**

Well Tests: **Pump** **Yield: 850 GPM with 134 ft. drawdown after 24 hours**

Water Quality:

Strata Depth (ft.)	Water Type
No Data	**No Data**

Chemical Analysis Made: **Unknown**

Did the driller knowingly penetrate any strata which contained injurious constituents?: **Unknown**

Certification Data: The driller certified that the driller drilled this well (or the well was drilled under the driller's direct supervision) and that each and all of the statements herein are true and correct. The driller understood that failure to complete the required items will result in the report(s) being returned for completion and resubmittal.

Company Information: **Hydro Resources**

P.O Box 639
Garden City, KS 67836

Driller Name: **Randy Taylor** License Number: **2366**

Apprentice Name: **Kenneth Bumpas** Apprentice Number: **58150**

Comments: **No Data**

Lithology:
DESCRIPTION & COLOR OF FORMATION MATERIAL

Top (ft.)	Bottom (ft.)	Description
0	**4**	**fine sand & silt**
4	**6**	**caliche**
6	**30**	**brown soft sandy clay**
30	**120**	**brownish red clay**
120	**200**	**red sandy clay w/sand streaks**
200	**220**	**red clayey sand**
220	**240**	**tan sandy clay w/few sand streaks**
240	**300**	**reddish brown clayey sand w/clay streaks**
300	**320**	**fairly loose cayey sand w/clay streaks**
320	**340**	**fairly loose fine sand clay streaks**
340	**380**	**fairly loose fine sand w/little clay**
380	**420**	**loose fine sand w/few small caliche layer**
420	**440**	**loose fine sand w/ little clay**
440	**460**	**loose fine sand w/ clay streaks**

Casing:
BLANK PIPE & WELL SCREEN DATA

Dia. (in.) New/Used Type Setting From/To (ft.)
24 NEW steel casing 0.42 .375
12.75 NEW steel casing +3-300 .375
12.75 NEW S.S screen 200-620 .030
12.75 NEW steel casing 620-635 .375

460	**480**	**15clayey sand 5loose fine sand**
480	**600**	**fairly loose fine sand w/clay streaks**
600	**620**	**soft dark red clay w/ lots of sand streaks**
620	**640**	**fairly hard red&yellow claystone**

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Texas Department of Licensing and Regulation
P.O. Box 12157
Austin, TX 78711
(512) 334-5540

STATE OF TEXAS WELL REPORT for Tracking #302818

Owner:	**Midland County Fresh Water Supply Distri**	Owner Well #:	**58**
Address:	**1700 West Wall Street Midland, TX 79701**	Grid #:	**46-06-3**
Well Location:	**Kermitt, TX 79745**	Latitude:	**31° 58' 19" N**
Well County:	**Winkler**	Longitude:	**103° 15' 38" W**
		Elevation:	**No Data**

Type of Work: **New Well** Proposed Use: **Public Supply**

Drilling Start Date: **10/15/2012** Drilling End Date: **10/21/2012** **Plans Approved by TCEQ - YES**

Borehole:

Diameter (in.)	*Top Depth (ft.)*	*Bottom Depth (ft.)*
36	**0**	**42**
20	**42**	**655**

Drilling Method: **Reverse Circulation**

Borehole Completion: **Filter Packed**

Filter Pack Intervals:

Top Depth (ft.)	*Bottom Depth (ft.)*	*Filter Material*	*Size*
140	**655**	**Gravel**	**12-20**

Annular Seal Data:

Top Depth (ft.)	*Bottom Depth (ft.)*	*Description (number of sacks & material)*
0	**135**	**170 Cement**
135	**140**	**10 bentonite**

Seal Method: **Unknown**

Sealed By: **Hydro Resources/ Class C-ment**

Distance to Property Line (ft.): **No Data**

Distance to Septic Field or other concentrated contamination (ft.): **No Data**

Distance to Septic Tank (ft.): **No Data**

Method of Verification: **No Data**

Surface Completion: **Surface Slab Installed**

Water Level: **135 ft.** below land surface on **2012-10-20** Measurement Method: **Unknown**

Packers: **No Data**

Type of Pump: **No Data**

Well Tests: **Pump** **Yield: 850 GPM with 31 ft. drawdown after 24 hours**

Water Quality:

Strata Depth (ft.)	Water Type
No Data	**No Data**

Chemical Analysis Made: **Unknown**

Did the driller knowingly penetrate any strata which contained injurious constituents?: **Unknown**

Certification Data: The driller certified that the driller drilled this well (or the well was drilled under the driller's direct supervision) and that each and all of the statements herein are true and correct. The driller understood that failure to complete the required items will result in the report(s) being returned for completion and resubmittal.

Company Information: **Hydro Resources**

P.O Box 639
Garden City, KS 67836

Driller Name: **Randy Taylor** License Number: **2366**

Apprentice Name: **Kenneth Bumpas** Apprentice Number: **58150**

Comments: **No Data**

Lithology:
DESCRIPTION & COLOR OF FORMATION MATERIAL

Top (ft.)	Bottom (ft.)	Description
0	**35**	**fine loose sand & clay w/caliche strips**
35	**120**	**red clay w/some sticky clay strips**
120	**140**	**red clay**
140	**160**	**red&white clay w/little sand mix**
160	**220**	**fine fairly loose sand w/clay mix**
220	**280**	**fine fairly loose sand w/clay strips**
280	**320**	**fine fairly loose sand w/little clay mix**
320	**340**	**fine fairly loose sand**
340	**400**	**fine fairly loose sane w/cla mix**
400	**440**	**fien fairly loose sand**
440	**480**	**fine fairly loose sand w/loose sand strips**
480	**580**	**fine fairly loose sand**
580	**600**	**fine fairly loose sand w/loose sand strips**

Casing:
BLANK PIPE & WELL SCREEN DATA

Dia. (in.) New/Used Type Setting From/To (ft.)
24 NEW steel casing 0.42 .375
12.75 NEW steel casing +3-280 .375
12.75 NEW S.S screen 280-640 .030
12.75 NEW steel casing 640-655 .375

600	**640**	**fien fairly loose sand w/little clay mix**

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Texas Department of Licensing and Regulation
P.O. Box 12157
Austin, TX 78711
(512) 334-5540

STATE OF TEXAS WELL REPORT for Tracking #302821

Owner:	**Midland County Fresh Water Supply Distri**	Owner Well #:	**59**
Address:	**1700 West Wall Street Midland, TX 79701**	Grid #:	**46-06-3**
		Latitude:	**31° 57' 58" N**
Well Location:	**Kermitt, TX 79745**	Longitude:	**103° 16' 43" W**
Well County:	**Winkler**	Elevation:	**No Data**

Type of Work: **New Well** Proposed Use: **Public Supply**

Drilling Start Date: **10/11/2012** Drilling End Date: **10/16/2012** **Plans Approved by TCEQ - YES**

Borehole:

Diameter (in.)	*Top Depth (ft.)*	*Bottom Depth (ft.)*
36	**0**	**42**
20	**42**	**595**

Drilling Method: **Reverse Circulation**

Borehole Completion: **Filter Packed**

Filter Pack Intervals:

Top Depth (ft.)	*Bottom Depth (ft.)*	*Filter Material*	*Size*
140	**595**	**Gravel**	**12-20**

Annular Seal Data:

Top Depth (ft.)	*Bottom Depth (ft.)*	*Description (number of sacks & material)*
0	**135**	**170 Cement**
135	**140**	**10 bentonite**

Seal Method: **Unknown**

Sealed By: **Hydro Resources/ Class C-ment**

Distance to Property Line (ft.): **No Data**

Distance to Septic Field or other concentrated contamination (ft.): **No Data**

Distance to Septic Tank (ft.): **No Data**

Method of Verification: **No Data**

Surface Completion: **Surface Slab Installed**

Water Level: **146 ft.** below land surface on **2012-10-15** Measurement Method: **Unknown**

Packers: **No Data**

Type of Pump: **No Data**

Well Tests: **Pump** **Yield: 857 GPM with 68 ft. drawdown after 24 hours**

Water Quality:

Strata Depth (ft.)	Water Type
No Data	**No Data**

Chemical Analysis Made: **Unknown**

Did the driller knowingly penetrate any strata which contained injurious constituents?: **Unknown**

Certification Data: The driller certified that the driller drilled this well (or the well was drilled under the driller's direct supervision) and that each and all of the statements herein are true and correct. The driller understood that failure to complete the required items will result in the report(s) being returned for completion and resubmittal.

Company Information: **Hydro Resources**

P.O Box 639
Garden City, KS 67836

Driller Name: **Randy Taylor** License Number: **2366**

Apprentice Name: **Kenneth Bumpas** Apprentice Number: **58150**

Comments: **No Data**

Lithology:
DESCRIPTION & COLOR OF FORMATION MATERIAL

Top (ft.)	Bottom (ft.)	Description
0	**5**	**red fine sand&silt**
5	**30**	**sandy clay fairly soft w/sand streaks**
30	**50**	**soft caliche white sandy clay**
50	**120**	**fairly soft red sandy clya w/sand streaks**
120	**140**	**fairly tight fine sand w/some cemented 140-160 clayey fine sand w/cemented streaks**
160	**180**	**soft loose clayey sand**
180	**200**	**fairly loose soft sandy clay**
200	**220**	**brown sandy clay w/cemented sand layers**
220	**240**	**fairly loose fine sand w/few clay streaks**
240	**260**	**10brown sandy clay,10 of green sandy clay**
260	**280**	**red&green soft sandy clay w/more sand**
280	**320**	**loose clayey sand w/clay streaks**
320	**400**	**loose fine sand w/few clay streaks**

Casing:
BLANK PIPE & WELL SCREEN DATA

Dia. (in.) New/Used Type Setting From/To (ft.)
24 NEW steel casing 0.42 .375
12.75 NEW steel casing +3-280 .375
12.75 NEW S.S screen 280-580 .030
12.75 NEW steel casing 580-595 .375

400	**440**	**loose fine sand no clay**
440	**460**	**loose fine sand w/some clay**
460	**500**	**loose medium fine sand w/ no clay**
500	**520**	**loose fien sand w/ a trace of white clay**
520	**580**	**loose fien sand no clay**
580	**600**	**red&white soft sandy clay**
600	**620**	**red&white soft sandy clay lose circulation at 615**

IMPORTANT NOTICE FOR PERSONS HAVING WELLS DRILLED CONCERNING CONFIDENTIALITY

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Texas Department of Licensing and Regulation
P.O. Box 12157
Austin, TX 78711
(512) 334-5540

STATE OF TEXAS WELL REPORT for Tracking #302825

Owner:	**Midland County Fresh Water Supply Distri**	Owner Well #:	**60**
Address:	**1700 West Wall Street Midland, TX 79701**	Grid #:	**46-06-6**
Well Location:	**Kermitt, TX 79745**	Latitude:	**31° 57' 14" N**
Well County:	**Winkler**	Longitude:	**103° 16' 48" W**
		Elevation:	**No Data**

Type of Work: **New Well** Proposed Use: **Public Supply**

Drilling Start Date: **10/11/2012** Drilling End Date: **10/15/2012** **Plans Approved by TCEQ - YES**

Borehole:

Diameter (in.)	*Top Depth (ft.)*	*Bottom Depth (ft.)*
36	**0**	**42**
20	**42**	**515**

Drilling Method: **Reverse Circulation**

Borehole Completion: **Filter Packed**

Filter Pack Intervals:

Top Depth (ft.)	*Bottom Depth (ft.)*	*Filter Material*	*Size*
140	**515**	**Gravel**	**12-20**

Annular Seal Data:

Top Depth (ft.)	*Bottom Depth (ft.)*	*Description (number of sacks & material)*
0	**135**	**170 Cement**
135	**140**	**10 bentonite**

Seal Method: **Unknown**

Sealed By: **Hydro Resources/ Class C-ment**

Distance to Property Line (ft.): **No Data**

Distance to Septic Field or other concentrated contamination (ft.): **No Data**

Distance to Septic Tank (ft.): **No Data**

Method of Verification: **No Data**

Surface Completion: **Surface Slab Installed**

Water Level: **127 ft.** below land surface on **2012-10-14** Measurement Method: **Unknown**

Packers: **No Data**

Type of Pump: **No Data**

Well Tests: **Pump** **Yield: 857 GPM with 43 ft. drawdown after 24 hours**

Water Quality:

Strata Depth (ft.)	Water Type
No Data	**No Data**

Chemical Analysis Made: **Unknown**

Did the driller knowingly penetrate any strata which contained injurious constituents?: **Unknown**

Certification Data: The driller certified that the driller drilled this well (or the well was drilled under the driller's direct supervision) and that each and all of the statements herein are true and correct. The driller understood that failure to complete the required items will result in the report(s) being returned for completion and resubmittal.

Company Information: **Hydro Resources**

P.O Box 639
Garden City, KS 67836

Driller Name: **Randy Taylor** License Number: **2366**

Apprentice Name: **Kenneth Bumpas** Apprentice Number: **58150**

Comments: **No Data**

Lithology:
DESCRIPTION & COLOR OF FORMATION MATERIAL

Top (ft.)	Bottom (ft.)	Description
0	**20**	**sandy w/caliche layers**
20	**120**	**red&white sandy clay fairly loose**
120	**140**	**red&white clay w/little sand mix**
140	**180**	**fine fairly loose sand w. clay**
180	**360**	**fine fairy loose sand w/ little clay mix**
360	**380**	**fine fairly loose sand w/little clay fine loose sand strips**
380	**500**	**fine fairly loose sand**
500	**520**	**fine fairly loose sand w/white clay mix**
520	**540**	**white gray and red clay**
540	**560**	**gray red clay mix**
560	**580**	**red white gray clay**

Casing:
BLANK PIPE & WELL SCREEN DATA

Dia. (in.) New/Used Type Setting From/To (ft.)
24 NEW steel casing 0.42 .375
12.75 NEW steel casing +3-200 .375
12.75 NEW S.S screen 200-500 .030
12.75 NEW steel casing 500-515 .375

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(512) 334-5540

STATE OF TEXAS WELL REPORT for Tracking #302908

Owner:	**Midland County Fresh Water Supply Disctr**	Owner Well #:	**3**
Address:	**1700 West Wall Street Midland, TX 79701**	Grid #:	**46-06-6**
		Latitude:	**31° 56' 23" N**
Well Location:	**Kermitt, TX 79745**	Longitude:	**103° 16' 48" W**
Well County:	**Winkler**	Elevation:	**No Data**

Type of Work: **New Well** Proposed Use: **Public Supply**

Drilling Start Date: **9/25/2012** Drilling End Date: **9/29/2012** **Plans Approved by TCEQ - YES**

Borehole:

Diameter (in.)	*Top Depth (ft.)*	*Bottom Depth (ft.)*
36	**0**	**42**
20	**42**	**555**

Drilling Method: **Reverse Circulation**

Borehole Completion: **Filter Packed**

Filter Pack Intervals:

Top Depth (ft.)	*Bottom Depth (ft.)*	*Filter Material*	*Size*
135	**555**	**Gravel**	**16-30**

Annular Seal Data:

Top Depth (ft.)	*Bottom Depth (ft.)*	*Description (number of sacks & material)*
0	**130**	**170 cement**
130	**135**	**10 bentonite**

Seal Method: **Unknown**

Sealed By: **Hydro Resources/ Class C-ment**

Distance to Property Line (ft.): **No Data**

Distance to Septic Field or other concentrated contamination (ft.): **No Data**

Distance to Septic Tank (ft.): **No Data**

Method of Verification: **No Data**

Surface Completion: **Surface Slab Installed**

Water Level: **124 ft.** below land surface on **2012-09-28** Measurement Method: **Unknown**

Packers: **No Data**

Type of Pump: **No Data**

Well Tests: **Pump** **Yield: 850 GPM with 62 ft. drawdown after 24 hours**

Water Quality:

Strata Depth (ft.)	Water Type
No Data	**No Data**

Chemical Analysis Made: **Unknown**

Did the driller knowingly penetrate any strata which contained injurious constituents?: **Unknown**

Certification Data: The driller certified that the driller drilled this well (or the well was drilled under the driller's direct supervision) and that each and all of the statements herein are true and correct. The driller understood that failure to complete the required items will result in the report(s) being returned for completion and resubmittal.

Company Information: **Hydro Resources**

P.O Box 639
Garden City, KS 67846

Driller Name: **Randy Taylor** License Number: **2366**

Apprentice Name: **Kenneth Bumpas** Apprentice Number: **58150**

Comments: **No Data**

Lithology:
DESCRIPTION & COLOR OF FORMATION MATERIAL

Top (ft.)	Bottom (ft.)	Description
0	**2**	**surface top soil**
2	**80**	**white tight sandy clay**
80	**120**	**brown sandy clay**
120	**160**	**fine little tight sand w/clay mix**
160	**200**	**fine fairly loose sand**
200	**220**	**brown&red sandy clay w/ fine fairly loose red sand strips**
220	**300**	**fine fairly loose red sand**
300	**320**	**fine fairly loose red sand w/ red shale strip**
320	**540**	**fine fairly loose red sand**
540	**580**	**fine little tight dirty sand w/ clay mix**
580	**600**	**brown&red clay w/ hard white rockstrip**

Casing:
BLANK PIPE & WELL SCREEN DATA

Dia. (in.) New/Used Type Setting From/To (ft.)
24 NEW steel casing 0.42 .375
12.75 NEW steel casing +3-160 .375
12.75 NEW S.S screen 160-540 .020
12.75 NEW steel casing 540-555 .375

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Appendix H

Well Reports: Monitoring Wells

STATE OF TEXAS WELL REPORT for Tracking #43693

Owner:	**City of Midland**	Owner Well #:	**MH-7**
Address:	**300 N. Loraine Midland, TX 79702**	Grid #:	**46-06-2**
Well Location:	**T-Bar Water Well Field-NW of Kermit Hwy.302 to CR101 N. Kermit Kermit, TX**	Latitude:	**31° 57' 42" N**
		Longitude:	**103° 17' 41" W**
Well County:	**Winkler**	Elevation:	**No Data**

Type of Work: **New Well** Proposed Use: **Monitor**

Drilling Start Date: **8/3/2004** Drilling End Date: **8/3/2004**

	Diameter (in.)	*Top Depth (ft.)*	*Bottom Depth (ft.)*
Borehole:	**7.25**	**0**	**330**

Drilling Method: **Mud (Hydraulic) Rotary**

Borehole Completion: **Filter Packed; Open Hole; Straight Wall**

	Top Depth (ft.)	*Bottom Depth (ft.)*	*Filter Material*	*Size*
Filter Pack Intervals:	**124**	**330**	**Gravel**	**20/40**

	Top Depth (ft.)	*Bottom Depth (ft.)*	*Description (number of sacks & material)*
Annular Seal Data:	**0**	**110**	**25/Cement**
	110	**124**	**3/Bent. Pellets**

Seal Method: **Pump Mix w/tremmie pipe**

Sealed By: **Driller**

Distance to Property Line (ft.): **No Data**

Distance to Septic Field or other concentrated contamination (ft.): **No Data**

Distance to Septic Tank (ft.): **No Data**

Method of Verification: **No Data**

Surface Completion: **Alternative Procedure Used**

Water Level: **145 ft.** below land surface on **2004-08-03** Measurement Method: **Unknown**

Packers: **No Data**

Type of Pump: **No Data**

Well Tests: **No Test Data Specified**

Water Quality:

Strata Depth (ft.)	Water Type
No Data	**No Data**

Chemical Analysis Made: **No**

Did the driller knowingly penetrate any strata which contained injurious constituents?: **No**

Certification Data: The driller certified that the driller drilled this well (or the well was drilled under the driller's direct supervision) and that each and all of the statements herein are true and correct. The driller understood that failure to complete the required items will result in the report(s) being returned for completion and resubmittal.

Company Information: **White Drilling Company, Inc.**

P.O. Box 906
Clyde, TX 79510

Driller Name: **William B. Atkins** License Number: **54977**

Comments: **No Data**

Lithology:
DESCRIPTION & COLOR OF FORMATION MATERIAL

Top (ft.)	Bottom (ft.)	Description
0	**4**	**Brown sand.**
4	**22**	**Tan sand & caliche.**
22	**78**	**Light brown sand.**
78	**82**	**Yellowish brown tight packed sand.**
82	**152**	**Light brown sand.**
152	**154**	**Light brown & tan sandstone.**
154	**318**	**Light brown sand w/thin layers of sandstone.**
318	**323**	**Sand & gravel.**
323	**330**	**Light brown sand.**

Casing:
BLANK PIPE & WELL SCREEN DATA

Dia. (in.)	New/Used	Type	Setting From/To (ft.)
4.0	**New**	**PVC**	**Riser 0.0 to 140.0 sch. 40**
4.0	**New**	**PVC**	**Screen 140.0 to 300.0 .020**

IMPORTANT NOTICE FOR PERSONS HAVING WELLS DRILLED CONCERNING CONFIDENTIALITY

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(512) 334-5540

STATE OF TEXAS WELL REPORT for Tracking #43699

Owner:	**City of Midland**	Owner Well #:	**MH-6**
Address:	**300 N. Loraine Midland, TX 79702**	Grid #:	**46-06-5**
Well Location:	**T-Bar Water Well Field-NW of Kermit Hwy.302 to CR101 N. Kermit Kermit, TX**	Latitude:	**31° 57' 24" N**
		Longitude:	**103° 17' 33" W**
Well County:	**Winkler**	Elevation:	**No Data**

Type of Work: **New Well** Proposed Use: **Monitor**

Drilling Start Date: **8/4/2004** Drilling End Date: **8/5/2004**

	Diameter (in.)	*Top Depth (ft.)*	*Bottom Depth (ft.)*
Borehole:	**7.25**	**0**	**320**

Drilling Method: **Mud (Hydraulic) Rotary**

Borehole Completion: **Filter Packed; Open Hole; Straight Wall**

	Top Depth (ft.)	*Bottom Depth (ft.)*	*Filter Material*	*Size*
Filter Pack Intervals:	**112**	**320**	**Gravel**	**20/40**

	Top Depth (ft.)	*Bottom Depth (ft.)*	*Description (number of sacks & material)*
Annular Seal Data:	**0**	**100**	**23/Cement**
	100	**112**	**3/Bent. Pellets**

Seal Method: **Pump Mix w/tremmie pipe**

Sealed By: **Driller**

Distance to Property Line (ft.): **No Data**

Distance to Septic Field or other concentrated contamination (ft.): **No Data**

Distance to Septic Tank (ft.): **No Data**

Method of Verification: **No Data**

Surface Completion: **Alternative Procedure Used**

Water Level: **142.5 ft.** below land surface on **2004-08-05** Measurement Method: **Unknown**

Packers: **No Data**

Type of Pump: **No Data**

Well Tests: **No Test Data Specified**

Water Quality:

Strata Depth (ft.)	Water Type
No Data	**No Data**

Chemical Analysis Made: **No**

Did the driller knowingly penetrate any strata which contained injurious constituents?: **No**

Certification Data: The driller certified that the driller drilled this well (or the well was drilled under the driller's direct supervision) and that each and all of the statements herein are true and correct. The driller understood that failure to complete the required items will result in the report(s) being returned for completion and resubmittal.

Company Information: **White Drilling Company, Inc.**

P.O. Box 906
Clyde, TX 79510

Driller Name: **William B. Atkins** License Number: **54977**

Comments: **No Data**

Lithology:
DESCRIPTION & COLOR OF FORMATION MATERIAL

Top (ft.)	Bottom (ft.)	Description
0	**4**	**Brown sand.**
4	**15**	**Tan sand & caliche.**
15	**75**	**Light brown sand w/caliche mixed.**
75	**78**	**Tan sand.**
78	**320**	**Light brown sand w/layers of tan sand.**

Casing:
BLANK PIPE & WELL SCREEN DATA

Dia. (in.)	New/Used	Type	Setting From/To (ft.)
4.0	**New**	**PVC**	**Riser 0.0 to 140.0 sch. 40**
4.0	**New**	**PVC**	**Screen 140.0 to 300.0 .020**

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Texas Department of Licensing and Regulation
P.O. Box 12157
Austin, TX 78711
(512) 334-5540

STATE OF TEXAS WELL REPORT for Tracking #43706

Owner:	**City of Midland**	Owner Well #:	**MH-4**
Address:	**300 N. Loraine Midland, TX 79702**	Grid #:	**46-06-5**
Well Location:	**T-Bar Water Well Field-NW of Kermit Hwy.302 to CR101 N. Kermit Kermit, TX**	Latitude:	**31° 57' 17" N**
		Longitude:	**103° 18' 12" W**
Well County:	**Winkler**	Elevation:	**No Data**

Type of Work: **New Well** Proposed Use: **Monitor**

Drilling Start Date: **7/28/2004** Drilling End Date: **7/28/2004**

	Diameter (in.)	*Top Depth (ft.)*	*Bottom Depth (ft.)*
Borehole:	**7.25**	**0**	**320**

Drilling Method: **Air Rotary; Mud (Hydraulic) Rotary**

Borehole Completion: **Filter Packed; Open Hole; Straight Wall**

	Top Depth (ft.)	*Bottom Depth (ft.)*	*Filter Material*	*Size*
Filter Pack Intervals:	**130**	**300**	**Gravel**	**20/40**

	Top Depth (ft.)	*Bottom Depth (ft.)*	*Description (number of sacks & material)*
Annular Seal Data:	**0**	**120**	**27/Cement**
	120	**130**	**3/Bent. Pellets**

Seal Method: **Pump Mix w/tremmie pipe**

Sealed By: **Driller**

Distance to Property Line (ft.): **No Data**

Distance to Septic Field or other concentrated contamination (ft.): **No Data**

Distance to Septic Tank (ft.): **No Data**

Method of Verification: **No Data**

Surface Completion: **Alternative Procedure Used**

Water Level: **179.35 ft.** below land surface on **2004-07-28** Measurement Method: **Unknown**

Packers: **No Data**

Type of Pump: **No Data**

Well Tests: **No Test Data Specified**

Water Quality:

Strata Depth (ft.)	Water Type
No Data	**No Data**

Chemical Analysis Made: **No**

Did the driller knowingly penetrate any strata which contained injurious constituents?: **No**

Certification Data: The driller certified that the driller drilled this well (or the well was drilled under the driller's direct supervision) and that each and all of the statements herein are true and correct. The driller understood that failure to complete the required items will result in the report(s) being returned for completion and resubmittal.

Company Information: **White Drilling Company, Inc.**

P.O. Box 906
Clyde, TX 79510

Driller Name: **William B. Atkins** License Number: **54977**

Comments: **Hole sanded in from 320.0 to 300.0.**

Lithology:
DESCRIPTION & COLOR OF FORMATION MATERIAL

Top (ft.)	Bottom (ft.)	Description
0	**7**	**Brown sand.**
7	**35**	**Tan sand & caliche.**
35	**46**	**Light brown sand w/gravel.**
46	**97**	**Yellowish brown & tan sand w/layers of gray siltstone.**
97	**164**	**Brown, gray & tan sandstone w/layers of greenish gray & reddish brown shale.**
164	**238**	**Red shale w/siltstone layers.**
238	**320**	**Red sandstone.**

Casing:
BLANK PIPE & WELL SCREEN DATA

Dia. (in.)	New/Used	Type	Setting From/To (ft.)
4.0	**New**	**PVC Riser**	**0.0 to 140.0 sch. 40**
4.0	**New**	**PVC Screen**	**140.0 to 300.0 .020**

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(512) 334-5540

STATE OF TEXAS WELL REPORT for Tracking #43710

Owner:	**City of Midland**	Owner Well #:	**MH-5**
Address:	**300 N. Loraine Midland, TX 79702**	Grid #:	**46-06-5**
Well Location:	**T-Bar Water Well Field-NW of Kermit Hwy.302 to CR101 N. Kermit Kermit, TX**	Latitude:	**31° 57' 11" N**
		Longitude:	**103° 18' 01" W**
Well County:	**Winkler**	Elevation:	**No Data**

Type of Work: **New Well** Proposed Use: **Monitor**

Drilling Start Date: **7/29/2004** Drilling End Date: **7/29/2004**

	Diameter (in.)	*Top Depth (ft.)*	*Bottom Depth (ft.)*
Borehole:	**7.25**	**0**	**320**

Drilling Method: **Air Rotary**

Borehole Completion: **Filter Packed; Open Hole; Straight Wall**

	Top Depth (ft.)	*Bottom Depth (ft.)*	*Filter Material*	*Size*
Filter Pack Intervals:	**116**	**292**	**Gravel**	**20/40**

	Top Depth (ft.)	*Bottom Depth (ft.)*	*Description (number of sacks & material)*
Annular Seal Data:	**0**	**106**	**24/Cement**
	106	**116**	**3/Bent. Pellets**

Seal Method: **Pump Mix w/tremmie pipe**

Sealed By: **Driller**

Distance to Property Line (ft.): **No Data**

Distance to Septic Field or other concentrated contamination (ft.): **No Data**

Distance to Septic Tank (ft.): **No Data**

Method of Verification: **No Data**

Surface Completion: **Alternative Procedure Used**

Water Level: **158 ft.** below land surface on **2004-07-29** Measurement Method: **Unknown**

Packers: **No Data**

Type of Pump: **No Data**

Well Tests: **No Test Data Specified**

Water Quality:

Strata Depth (ft.)	Water Type
158.0	**Chlorides**

Chemical Analysis Made: **No**

Did the driller knowingly penetrate any strata which contained injurious constituents?: **Yes**

Natural Injurious Constituents	Unnatural Injurious Constituents
	Chlorides

The driller did certify that while drilling, deepening or otherwise altering the above described well, injurious water or constituents was encountered and the landowner or person having the well drilled was informed that such well must be completed or plugged in such a manner as to avoid injury or pollution.

Certification Data: The driller certified that the driller drilled this well (or the well was drilled under the driller's direct supervision) and that each and all of the statements herein are true and correct. The driller understood that failure to complete the required items will result in the report(s) being returned for completion and resubmittal.

Company Information: **White Drilling Company, Inc.**

P.O. Box 906
Clyde, TX 79510

Driller Name: **William B. Atkins** License Number: **54977**

Comments: **Hole sanded in from 320.0 to 292.0.**

Lithology:
DESCRIPTION & COLOR OF FORMATION MATERIAL

Top (ft.)	Bottom (ft.)	Description
0	**8**	**Brown sand.**
8	**50**	**Tan sand & caliche.**
50	**95**	**Light brown tight packed sand w/gravel.**
95	**105**	**Light brown sand.**
105	**135**	**Yellowish brown sandstone w/layers of greenish gray shale.**
135	**160**	**Light brown sand.**
160	**200**	**Molded brown & tan sandstone w/layers of red & greenish gray shale.**
200	**320**	**Dark reddish brown shale & red siltstone.**

Casing:
BLANK PIPE & WELL SCREEN DATA

Dia. (in.)	New/Used	Type	Setting From/To (ft.)
4.0	**New**	**PVC**	**Riser 0.0 to 132.0 sch. 40**
4.0	**New**	**PVC**	**Screen 132.0 to 292.0 .020**

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Texas Department of Licensing and Regulation
P.O. Box 12157
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(512) 334-5540

STATE OF TEXAS WELL REPORT for Tracking #119767

Owner:	**City of Midland**	Owner Well #:	**MH-12SR**
Address:	**300 N. Loraine Midland, TX 79702**	Grid #:	**46-06-5**
Well Location:	**T-Bar Water Well Field-NW of Kermit Hwy. 302 & CR 101 Kermit, TX**	Latitude:	**31° 57' 18" N**
		Longitude:	**103° 17' 48" W**
Well County:	**Winkler**	Elevation:	**No Data**
Type of Work:	**New Well**	Proposed Use:	**Monitor**

Drilling Start Date: **7/23/2007** Drilling End Date: **7/24/2007**

	Diameter (in.)	*Top Depth (ft.)*	*Bottom Depth (ft.)*
Borehole:	**7.875**	**0**	**394**

Drilling Method: **Mud (Hydraulic) Rotary**

Borehole Completion: **Filter Packed; Open Hole; Straight Wall**

	Top Depth (ft.)	*Bottom Depth (ft.)*	*Filter Material*	*Size*
Filter Pack Intervals:	**235**	**385**	**Gravel**	**8/16**

	Top Depth (ft.)	*Bottom Depth (ft.)*	*Description (number of sacks & material)*
Annular Seal Data:	**0**	**50**	**28/Cement**
	50	**235**	**61/Bent.Pellets**

Seal Method: **Hand Mix**

Sealed By: **Driller**

Distance to Property Line (ft.): **No Data**

Distance to Septic Field or other concentrated contamination (ft.): **No Data**

Distance to Septic Tank (ft.): **No Data**

Method of Verification: **No Data**

Surface Completion: **Surface Slab Installed**

Water Level: **145 ft.** below land surface on **2007-07-24** Measurement Method: **Unknown**

Packers: **No Data**

Type of Pump: **No Data**

Well Tests: **No Test Data Specified**

Water Quality:

Strata Depth (ft.)	Water Type
145.0	**Chlorides**

Chemical Analysis Made: **No**

Did the driller knowingly penetrate any strata which contained injurious constituents?: **Yes**

Natural Injurious Constituents	Unnatural Injurious Constituents
	Chlorides

The driller did certify that while drilling, deepening or otherwise altering the above described well, injurious water or constituents was encountered and the landowner or person having the well drilled was informed that such well must be completed or plugged in such a manner as to avoid injury or pollution.

Certification Data: The driller certified that the driller drilled this well (or the well was drilled under the driller's direct supervision) and that each and all of the statements herein are true and correct. The driller understood that failure to complete the required items will result in the report(s) being returned for completion and resubmittal.

Company Information: **White Drilling Company, Inc.**

P.O. Box 906
Clyde, TX 79510

Driller Name: **John W. White** License Number: **5044**

Apprentice Name: **Randy W. Allen** Apprentice Number: **57573**

Comments: **hole caved in from 394.0 to 385.0 L.F.**

Lithology:
DESCRIPTION & COLOR OF FORMATION MATERIAL

Top (ft.)	Bottom (ft.)	Description
0	**10**	**Reddish brown sand.**
10	**15**	**Caliche & tan sand.**
15	**25**	**Tannish brown sand.**
25	**60**	**Reddish brown sand.**
60	**165**	**Reddish brown sand & sandstone.**
165	**187**	**Light brown sand.**
187	**192**	**Tannish white hard chert.**
192	**200**	**Light brown sand.**
200	**210**	**Light brown sandy clay.**
210	**236**	**Light brown clay.**
236	**270**	**Brown siltstone.**
270	**358**	**Sandy brown clay w/thin layered siltstone.**

Casing:
BLANK PIPE & WELL SCREEN DATA

Dia. (in.) New/Used Type Setting From/To (ft.)
4.0 New PVC Riser 0.0 to 245.0 sch. 40
4.0 New PVC Screen 245.0 to 385.0 .020

358	**383**	**Brown clay w/thin layered siltstone.**
383	**394**	**Reddish brown shale.**

IMPORTANT NOTICE FOR PERSONS HAVING WELLS DRILLED CONCERNING CONFIDENTIALITY

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Texas Department of Licensing and Regulation
P.O. Box 12157
Austin, TX 78711
(512) 334-5540

STATE OF TEXAS WELL REPORT for Tracking #119778

Owner:	**City of Midland**	Owner Well #:	**MH-11**
Address:	**300 N. Loraine Midland, TX 79702**	Grid #:	**46-06-6**
Well Location:	**T-Bar Water Well Field-NW of Kermit Hwy. 302 & CR 101 Kermit, TX**	Latitude:	**31° 57' 27" N**
		Longitude:	**103° 17' 16" W**
Well County:	**Winkler**	Elevation:	**No Data**
Type of Work:	**New Well**	Proposed Use:	**Monitor**

Drilling Start Date: **7/18/2007** Drilling End Date: **7/19/2007**

Borehole:

Diameter (in.)	*Top Depth (ft.)*	*Bottom Depth (ft.)*
7.875	**0**	**460**

Drilling Method: **Mud (Hydraulic) Rotary**

Borehole Completion: **Filter Packed; Open Hole; Straight Wall**

Filter Pack Intervals:

Top Depth (ft.)	*Bottom Depth (ft.)*	*Filter Material*	*Size*
125	**457**	**Gravel**	**8/16**

Annular Seal Data:

Top Depth (ft.)	*Bottom Depth (ft.)*	*Description (number of sacks & material)*
0	**50**	**13/Cement**
50	**125**	**19/Bent.Pellets**

Seal Method: **Hand Mix**

Sealed By: **Driller**

Distance to Property Line (ft.): **No Data**

Distance to Septic Field or other concentrated contamination (ft.): **No Data**

Distance to Septic Tank (ft.): **No Data**

Method of Verification: **No Data**

Surface Completion: **Surface Slab Installed**

Water Level: **134.5 ft.** below land surface on **2007-07-19** Measurement Method: **Unknown**

Packers: **No Data**

Type of Pump: **No Data**

Well Tests: **No Test Data Specified**

Water Quality:

Strata Depth (ft.)	Water Type
134.5	**Chlorides**

Chemical Analysis Made: **No**

Did the driller knowingly penetrate any strata which contained injurious constituents?: **Yes**

Natural Injurious Constituents	Unnatural Injurious Constituents
	Chlorides

The driller did certify that while drilling, deepening or otherwise altering the above described well, injurious water or constituents was encountered and the landowner or person having the well drilled was informed that such well must be completed or plugged in such a manner as to avoid injury or pollution.

Certification Data: The driller certified that the driller drilled this well (or the well was drilled under the driller's direct supervision) and that each and all of the statements herein are true and correct. The driller understood that failure to complete the required items will result in the report(s) being returned for completion and resubmittal.

Company Information: **White Drilling Company, Inc.**

P.O. Box 906
Clyde, TX 79510

Driller Name: **John W. White** License Number: **5044**

Apprentice Name: **Randy W. Allen** Apprentice Number: **57573**

Comments: **hole caved in from 460.0 to 457.0 L.F.**

Lithology:
DESCRIPTION & COLOR OF FORMATION MATERIAL

Top (ft.)	Bottom (ft.)	Description
0	**8**	**Limestone & caliche.**
8	**18**	**Brown sand & caliche.**
18	**24**	**Caliche & tan sand.**
24	**33**	**Tan clayey sand.**
33	**60**	**Tannish brown clayey sand.**
60	**72**	**Brown sandstone & reddish brown sand.**
72	**77**	**Light brown clayey sand.**
77	**94**	**Orange brown clayey sand.**
94	**94.5**	**Thin layer limestone.**
94.5	**100**	**Reddish brown clayey sand.**
100	**105**	**Light brown clayey sand.**
105	**140**	**Reddish brown sand.**

Casing:
BLANK PIPE & WELL SCREEN DATA

Dia. (in.) New/Used Type Setting From/To (ft.)
4.0 New PVC Riser 0.0 to 137.0 sch. 40
4.0 New PVC Screen 137.0 to 457.0 .020

140	**155**	**Orange brown clayey sand.**
155	**310**	**Reddish brown sand & orange brown sand.**
310	**340**	**Reddish brown clayey sand.**
340	**355**	**Reddish brown sandy clay.**
355	**357**	**Light brown and blue gray clay.**
357	**436**	**Light brown sand.**
436	**450**	**Light brown sandy clay.**
450	**460**	**Reddish brown clay.**

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Texas Department of Licensing and Regulation
P.O. Box 12157
Austin, TX 78711
(512) 334-5540

STATE OF TEXAS WELL REPORT for Tracking #119785

Owner:	**City of Midland**	Owner Well #:	**MH-10**
Address:	**300 N. Loraine Midland, TX 79702**	Grid #:	**46-06-6**
Well Location:	**T-Bar Water Well Field-NW of Kermit Hwy. 302 & CR 101 Kermit, TX**	Latitude:	**31° 57' 12" N**
		Longitude:	**103° 17' 18" W**
Well County:	**Winkler**	Elevation:	**No Data**
Type of Work:	**New Well**	Proposed Use:	**Monitor**

Drilling Start Date: **7/16/2007** Drilling End Date: **7/17/2007**

Borehole:

Diameter (in.)	*Top Depth (ft.)*	*Bottom Depth (ft.)*
7.875	**0**	**480**

Drilling Method: **Mud (Hydraulic) Rotary**

Borehole Completion: **Filter Packed; Open Hole; Straight Wall**

Filter Pack Intervals:

Top Depth (ft.)	*Bottom Depth (ft.)*	*Filter Material*	*Size*
125	**477**	**Gravel**	**8/16**

Annular Seal Data:

Top Depth (ft.)	*Bottom Depth (ft.)*	*Description (number of sacks & material)*
0	**20**	**7/Cement**
20	**125**	**30/Bent.Pellets**

Seal Method: **Hand Mix**

Sealed By: **Driller**

Distance to Property Line (ft.): **No Data**

Distance to Septic Field or other concentrated contamination (ft.): **No Data**

Distance to Septic Tank (ft.): **No Data**

Method of Verification: **No Data**

Surface Completion: **Surface Slab Installed**

Water Level: **134.55 ft.** below land surface on **2007-07-17** Measurement Method: **Unknown**

Packers: **No Data**

Type of Pump: **No Data**

Well Tests: **No Test Data Specified**

Water Quality:

Strata Depth (ft.)	Water Type
134.55	**Chlorides**

Chemical Analysis Made: **No**

Did the driller knowingly penetrate any strata which contained injurious constituents?: **Yes**

Natural Injurious Constituents	Unnatural Injurious Constituents
	Chlorides

The driller did certify that while drilling, deepening or otherwise altering the above described well, injurious water or constituents was encountered and the landowner or person having the well drilled was informed that such well must be completed or plugged in such a manner as to avoid injury or pollution.

Certification Data: The driller certified that the driller drilled this well (or the well was drilled under the driller's direct supervision) and that each and all of the statements herein are true and correct. The driller understood that failure to complete the required items will result in the report(s) being returned for completion and resubmittal.

Company Information: **White Drilling Company, Inc.**

P.O. Box 906
Clyde, TX 79510

Driller Name: **John W. White** License Number: **5044**

Apprentice Name: **Randy W. Allen** Apprentice Number: **57573**

Comments: **hole caved in from 480.0 to 477.0 L.F.**

Lithology:
DESCRIPTION & COLOR OF FORMATION MATERIAL

Top (ft.)	Bottom (ft.)	Description
0	**10**	**Caliche & tannish brown sand.**
10	**21**	**Caliche & tan clayey sand.**
21	**40**	**Light brown sand & sandstone.**
40	**50**	**Tannish brown clayey sand.**
50	**70**	**Light reddish brown clayey sand.**
70	**102**	**Tannish brown clayey sand.**
102	**110**	**Light brown sand & reddish brown sand w/small black grains.**
110	**207**	**Tannish brown sand w/small black grains.**
207	**320**	**Light brown sand.**
320	**322**	**Brown clayey sand.**

Casing:
BLANK PIPE & WELL SCREEN DATA

Dia. (in.) New/Used Type Setting From/To (ft.)
4.0 New PVC Riser 0.0 to 137.0 sch. 40
4.0 New PVC Screen 137.0 to 477.0 .020

322	**350**	**Reddish brown sand.**
350	**439**	**Dark reddish brown sand.**
439	**441**	**Thin light brown clay some blue gray.**
441	**458**	**Brown sand olive green.**
458	**478**	**Brown clayey sand.**
478	**480**	**Reddish brown clay.**

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Texas Department of Licensing and Regulation
P.O. Box 12157
Austin, TX 78711
(512) 334-5540

STATE OF TEXAS WELL REPORT for Tracking #119798

Owner:	**City of Midland**	Owner Well #:	**MH-9**
Address:	**300 N. Loraine Midland, TX 79702**	Grid #:	**46-06-5**
Well Location:	**T-Bar Water Well Field-NW of Kermit Hwy. 302 & CR 101 Kermit, TX**	Latitude:	**31° 57' 09" N**
		Longitude:	**103° 17' 36" W**
Well County:	**Winkler**	Elevation:	**No Data**
Type of Work:	**New Well**	Proposed Use:	**Monitor**

Drilling Start Date: **7/12/2007** Drilling End Date: **7/13/2007**

	Diameter (in.)	*Top Depth (ft.)*	*Bottom Depth (ft.)*
Borehole:	**7.875**	**0**	**365**

Drilling Method: **Mud (Hydraulic) Rotary**

Borehole Completion: **Filter Packed; Open Hole; Straight Wall**

	Top Depth (ft.)	*Bottom Depth (ft.)*	*Filter Material*	*Size*
Filter Pack Intervals:	**125**	**365**	**Gravel**	**8/16**

	Top Depth (ft.)	*Bottom Depth (ft.)*	*Description (number of sacks & material)*
Annular Seal Data:	**0**	**20**	**7/Cement**
	20	**125**	**26/Bent.Pellets**

Seal Method: **Hand Mix**

Sealed By: **Driller**

Distance to Property Line (ft.): **No Data**

Distance to Septic Field or other concentrated contamination (ft.): **No Data**

Distance to Septic Tank (ft.): **No Data**

Method of Verification: **No Data**

Surface Completion: **Surface Slab Installed**

Water Level: **139.45 ft.** below land surface on **2007-07-13** Measurement Method: **Unknown**

Packers: **No Data**

Type of Pump: **No Data**

Well Tests: **No Test Data Specified**

Water Quality:

Strata Depth (ft.)	Water Type
139.45	**Chlorides**

Chemical Analysis Made: **No**

Did the driller knowingly penetrate any strata which contained injurious constituents?: **Yes**

Natural Injurious Constituents	Unnatural Injurious Constituents
	Chlorides

The driller did certify that while drilling, deepening or otherwise altering the above described well, injurious water or constituents was encountered and the landowner or person having the well drilled was informed that such well must be completed or plugged in such a manner as to avoid injury or pollution.

Certification Data: The driller certified that the driller drilled this well (or the well was drilled under the driller's direct supervision) and that each and all of the statements herein are true and correct. The driller understood that failure to complete the required items will result in the report(s) being returned for completion and resubmittal.

Company Information: **White Drilling Company, Inc.**

P.O. Box 906
Clyde, TX 79510

Driller Name: **John W. White** License Number: **5044**

Apprentice Name: **Randy W. Allen** Apprentice Number: **57573**

Comments: **No Data**

Lithology:
DESCRIPTION & COLOR OF FORMATION MATERIAL

Top (ft.)	Bottom (ft.)	Description
0	**8**	**Caliche & limestone rock.**
8	**18**	**Tannish brown sand.**
18	**42**	**Reddish brown sand.**
42	**70**	**Reddish brown sandstone & sand.**
70	**100**	**Light brown sand & sandstone.**
100	**120**	**Reddish brown sand w/black grains.**
120	**163**	**Orange brown sand.**
163	**165**	**Hard tan sandstone.**
165	**202**	**Orange brown clayey sand.**
202	**205**	**Tan sandy clay.**
205	**224**	**Reddish brown sand & gravel.**

Casing:
BLANK PIPE & WELL SCREEN DATA

Dia. (in.)	New/Used	Type	Setting From/To (ft.)
4.0	**New**	**PVC**	**Riser 0.0 to 140.0 sch. 40**
4.0	**New**	**PVC**	**Screen 140.0 to 360.0 .020**

224	**238**	**Orange brown sand.**
238	**250**	**Light brown sand.**
250	**305**	**Fine grain tan sand.**
305	**341**	**Tannish brown clayey sand.**
341	**350**	**Reddish brown shale.**
350	**365**	**Reddish brown sand.**

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Texas Department of Licensing and Regulation
P.O. Box 12157
Austin, TX 78711
(512) 334-5540

STATE OF TEXAS WELL REPORT for Tracking #119872

Owner:	**City of Midland**	Owner Well #:	**MH-8**
Address:	**300 N. Loraine Midland, TX 79702**	Grid #:	**46-06-5**
Well Location:	**T-Bar Water Well Field-NW of Kermit Hwy. 302 & CR 101 Kermit, TX**	Latitude:	**31° 56' 59" N**
		Longitude:	**103° 17' 50" W**
Well County:	**Winkler**	Elevation:	**No Data**
Type of Work:	**New Well**	Proposed Use:	**Monitor**

Drilling Start Date: **7/9/2007** Drilling End Date: **7/11/2007**

	Diameter (in.)	*Top Depth (ft.)*	*Bottom Depth (ft.)*
Borehole:	**7.875**	**0**	**320**

Drilling Method: **Mud (Hydraulic) Rotary**

Borehole Completion: **Filter Packed; Open Hole; Straight Wall**

	Top Depth (ft.)	*Bottom Depth (ft.)*	*Filter Material*	*Size*
Filter Pack Intervals:	**125**	**320**	**Gravel**	**20/40**

	Top Depth (ft.)	*Bottom Depth (ft.)*	*Description (number of sacks & material)*
Annular Seal Data:	**0**	**20**	**7/Cement**
	20	**125**	**26/Bent.Pellets**

Seal Method: **Hand Mix**

Sealed By: **Driller**

Distance to Property Line (ft.): **No Data**

Distance to Septic Field or other concentrated contamination (ft.): **No Data**

Distance to Septic Tank (ft.): **No Data**

Method of Verification: **No Data**

Surface Completion: **Surface Slab Installed**

Water Level: **148 ft.** below land surface on **2007-07-11** Measurement Method: **Unknown**

Packers: **No Data**

Type of Pump: **No Data**

Well Tests: **No Test Data Specified**

Water Quality:

Strata Depth (ft.)	Water Type
148.0	**sweet**

Chemical Analysis Made: **No**

Did the driller knowingly penetrate any strata which contained injurious constituents?: **No**

Certification Data: The driller certified that the driller drilled this well (or the well was drilled under the driller's direct supervision) and that each and all of the statements herein are true and correct. The driller understood that failure to complete the required items will result in the report(s) being returned for completion and resubmittal.

Company Information: **White Drilling Company, Inc.**

P.O. Box 906
Clyde, TX 79510

Driller Name: **John W. White** License Number: **5044**

Apprentice Name: **Randy W. Allen** Apprentice Number: **57573**

Comments: **No Data**

Lithology:
DESCRIPTION & COLOR OF FORMATION MATERIAL

Top (ft.)	Bottom (ft.)	Description
0	**8**	**Reddish brown clay.**
8	**10**	**Light brown sand & caliche.**
10	**30**	**Light brown sand & sandstone.**
30	**90**	**Reddish brown & light brown sand & sandstone.**
90	**100**	**Reddish brown sand & sandstone.**
100	**122**	**Tannish brown sand.**
122	**134**	**Reddish brown sand w/small gravel.**
134	**136**	**Tannish brown clayey sand w/gravel.**
136	**138**	**Blue gray clay.**
138	**150**	**Light brown sand.**
150	**168**	**Light brown clayey sand.**
168	**172**	**Yellowish brown sand.**
172	**173**	**Coarse reddish brown sand.**
173	**179**	**Reddish brown siltstone.**
179	**184**	**Yellowish brown sand & sandstone.**

Casing:
BLANK PIPE & WELL SCREEN DATA

Dia. (in.)	New/Used	Type	Setting From/To (ft.)
4.0	**New**	**PVC Riser**	**0.0 to 140.0 Sch. 40**
4.0	**New**	**PVC Screen**	**140.0 to 300.0 .020**

184	**218**	**Light brown & reddish brown sand.**
218	**250**	**Reddish brown sand & sandstone.**
250	**253**	**Dark reddish brown sand.**
253	**256**	**Reddish brown siltstone.**
256	**266**	**Hard reddish brown siltstone.**
266	**305**	**Reddish brown siltstone.**
305	**320**	**Reddish brown silty clay.**

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Texas Department of Licensing and Regulation
P.O. Box 12157
Austin, TX 78711
(512) 334-5540

STATE OF TEXAS WELL REPORT for Tracking #119899

Owner:	**City of Midland**	Owner Well #:	**MW-13AL**
Address:	**300 N. Loraine Midland, TX 79702**	Grid #:	**46-06-5**
Well Location:	**T-Bar Water Well Field-NW of Kermit Hwy. 302 & CR 101 Kermit, TX**	Latitude:	**31° 57' 17" N**
		Longitude:	**103° 17' 49" W**
Well County:	**Winkler**	Elevation:	**No Data**
Type of Work:	**New Well**	Proposed Use:	**Monitor**

Drilling Start Date: **7/25/2007** Drilling End Date: **7/26/2007**

Borehole:

Diameter (in.)	*Top Depth (ft.)*	*Bottom Depth (ft.)*
7.875	**0**	**225**

Drilling Method: **Mud (Hydraulic) Rotary**

Borehole Completion: **Filter Packed; Open Hole; Straight Wall**

Filter Pack Intervals:

Top Depth (ft.)	*Bottom Depth (ft.)*	*Filter Material*	*Size*
127	**217**	**Gravel**	**8/16**

Annular Seal Data:

Top Depth (ft.)	*Bottom Depth (ft.)*	*Description (number of sacks & material)*
0	**50**	**27/Cement**
50	**127**	**25/Bent.Pellets**

Seal Method: **Hand Mix**

Sealed By: **Driller**

Distance to Property Line (ft.): **No Data**

Distance to Septic Field or other concentrated contamination (ft.): **No Data**

Distance to Septic Tank (ft.): **No Data**

Method of Verification: **No Data**

Surface Completion: **Surface Slab Installed**

Water Level: **145.7 ft.** below land surface on **2007-07-26** Measurement Method: **Unknown**

Packers: **No Data**

Type of Pump: **No Data**

Well Tests: **No Test Data Specified**

Water Quality:

Strata Depth (ft.)	Water Type
145.7	**sweet**

Chemical Analysis Made: **No**

Did the driller knowingly penetrate any strata which contained injurious constituents?: **No**

Certification Data: The driller certified that the driller drilled this well (or the well was drilled under the driller's direct supervision) and that each and all of the statements herein are true and correct. The driller understood that failure to complete the required items will result in the report(s) being returned for completion and resubmittal.

Company Information: **White Drilling Company, Inc.**

P.O. Box 906
Clyde, TX 79510

Driller Name: **John W. White** License Number: **5044**

Apprentice Name: **Randy W. Allen** Apprentice Number: **57573**

Comments: **hole caved in from 225.0 to 217.0 L.F.**

Lithology:
DESCRIPTION & COLOR OF FORMATION MATERIAL

Top (ft.)	Bottom (ft.)	Description
0	**5**	**Reddish brown sand.**
5	**30**	**Caliche & light brown sand.**
30	**80**	**Reddish brown sand & sandstone.**
80	**90**	**Orange brown sand.**
90	**91**	**Hard sandstone.**
91	**132**	**Orange brown sand w/black grains.**
132	**175**	**Hard sandstone.**
175	**186**	**Hard chert white & tan.**
186	**192**	**Orange brown sand.**
192	**193**	**White chert.**
193	**196**	**Brown sand & sandstone.**
196	**205**	**Light brown sand & sandstone.**
205	**213**	**Hard chert.**
213	**225**	**No returns**

Casing:
BLANK PIPE & WELL SCREEN DATA

Dia. (in.)	New/Used	Type	Setting From/To (ft.)
4.0	**New**	**PVC**	**Riser 0.0 to 137.0 Sch. 40**
4.0	**New**	**PVC**	**Screen 137.0 to 217.0 .020**

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Texas Department of Licensing and Regulation
P.O. Box 12157
Austin, TX 78711
(512) 334-5540

STATE OF TEXAS WELL REPORT for Tracking #119907

Owner:	**City of Midland**	Owner Well #:	**MW-14AL**
Address:	**300 N. Loraine Midland, TX 79702**	Grid #:	**46-06-6**
Well Location:	**T-Bar Water Well Field-NW of Kermit Hwy. 302 & CR 101 Kermit, TX**	Latitude:	**31° 56' 56" N**
		Longitude:	**103° 17' 28" W**
Well County:	**Winkler**	Elevation:	**No Data**
Type of Work:	**New Well**	Proposed Use:	**Monitor**

Drilling Start Date: **7/26/2007** Drilling End Date: **7/27/2007**

Borehole:

Diameter (in.)	*Top Depth (ft.)*	*Bottom Depth (ft.)*
7.875	**0**	**590**

Drilling Method: **Mud (Hydraulic) Rotary**

Borehole Completion: **Filter Packed; Open Hole; Straight Wall**

Filter Pack Intervals:

Top Depth (ft.)	*Bottom Depth (ft.)*	*Filter Material*	*Size*
145	**590**	**Gravel**	**8/16**

Annular Seal Data:

Top Depth (ft.)	*Bottom Depth (ft.)*	*Description (number of sacks & material)*
0	**50**	**13/Cement**
50	**145**	**40/Bent.Pellets**

Seal Method: **Hand Mix**

Sealed By: **Driller**

Distance to Property Line (ft.): **No Data**

Distance to Septic Field or other concentrated contamination (ft.): **No Data**

Distance to Septic Tank (ft.): **No Data**

Method of Verification: **No Data**

Surface Completion: **Surface Slab Installed**

Water Level: **141.5 ft.** below land surface on **2007-07-27** Measurement Method: **Unknown**

Packers: **No Data**

Type of Pump: **No Data**

Well Tests: **No Test Data Specified**

Water Quality:

Strata Depth (ft.)	Water Type
141.5	**Chlorides**

Chemical Analysis Made: **No**

Did the driller knowingly penetrate any strata which contained injurious constituents?: **Yes**

Natural Injurious Constituents	Unnatural Injurious Constituents
	Chlorides

The driller did certify that while drilling, deepening or otherwise altering the above described well, injurious water or constituents was encountered and the landowner or person having the well drilled was informed that such well must be completed or plugged in such a manner as to avoid injury or pollution.

Certification Data: The driller certified that the driller drilled this well (or the well was drilled under the driller's direct supervision) and that each and all of the statements herein are true and correct. The driller understood that failure to complete the required items will result in the report(s) being returned for completion and resubmittal.

Company Information: **White Drilling Company, Inc.**

P.O. Box 906
Clyde, TX 79510

Driller Name: **John W. White** License Number: **5044**

Apprentice Name: **Randy W. Allen** Apprentice Number: **57573**

Comments: **No Data**

Lithology:
DESCRIPTION & COLOR OF FORMATION MATERIAL

Top (ft.)	Bottom (ft.)	Description
0	**2**	**Reddish brown sand.**
2	**3**	**Limestone.**
3	**12**	**Caliche.**
12	**60**	**Reddish brown sand & orange brown sand & siltstone.**
60	**102**	**Reddish brown sand w/black grains.**
102	**170**	**Reddish brown sandstone & reddish brown sand.**
170	**258**	**Orange brown sand.**
258	**260**	**Dark reddish brown sand.**
260	**349**	**Orange brown sand.**
349	**350**	**Hard orange brown sandstone.**
350	**365**	**Orange brown sand.**

Casing:
BLANK PIPE & WELL SCREEN DATA

Dia. (in.) New/Used Type Setting From/To (ft.)
4.0 New PVC Riser 0.0 to 158.0 Sch. 40
4.0 New PVC Screen 158.0 to 578.0 .020

365	**378**	**Orange brown sandstone.**
378	**578**	**Reddish brown sand & sandstone.**
578	**590**	**Reddish brown siltstone.**

IMPORTANT NOTICE FOR PERSONS HAVING WELLS DRILLED CONCERNING CONFIDENTIALITY

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Texas Department of Licensing and Regulation
P.O. Box 12157
Austin, TX 78711
(512) 334-5540

STATE OF TEXAS WELL REPORT for Tracking #142743

Owner:	**HERITAGE STANDARD**	Owner Well #:	**HRW-1**
Address:	**2911 TURTLE CREEK / SUITE 850 DALLAS, TX 75219**	Grid #:	**46-06-5**
Well Location:	**C.R.101 / FRYING PAN RANCH KERMIT, TX 79744**	Latitude:	**31° 57' 06" N**
		Longitude:	**103° 17' 56" W**
Well County:	**Winkler**	Elevation:	**No Data**
Type of Work:	**New Well**	Proposed Use:	**Monitor**

Drilling Start Date: **3/31/2008** Drilling End Date: **4/2/2008**

	Diameter (in.)	*Top Depth (ft.)*	*Bottom Depth (ft.)*
Borehole:	**9.875**	**0**	**330**

Drilling Method: **Mud (Hydraulic) Rotary**

Borehole Completion: **SILICA SAND-20/40**

Annular Seal Data:

Top Depth (ft.)	*Bottom Depth (ft.)*	*Description (number of sacks & material)*
0	**24**	**15-PORTLAND**
24	**34**	**8 BENTONITE**

Seal Method: **TREMME PIPED/MIXED**

Sealed By: **DRILLING CREW/DRILLER**

Distance to Property Line (ft.): **1000+**

Distance to Septic Field or other concentrated contamination (ft.): **1000+**

Distance to Septic Tank (ft.): **No Data**

Method of Verification: **TAPE**

Surface Completion: **Surface Slab Installed**

Water Level: **250 ft.** below land surface on **2008-04-02** Measurement Method: **Unknown**

Packers: **No Data**

Type of Pump: **No Data**

Well Tests: **No Test Data Specified**

Water Quality:

Strata Depth (ft.)	Water Type
80	**Fresh**

Chemical Analysis Made: **No**

Did the driller knowingly penetrate any strata which contained injurious constituents?: **No**

Certification Data: The driller certified that the driller drilled this well (or the well was drilled under the driller's direct supervision) and that each and all of the statements herein are true and correct. The driller understood that failure to complete the required items will result in the report(s) being returned for completion and resubmittal.

Company Information: **EAGLE CORROSION CONTROL**

11314 W.C.R. 128
ODESSA, TX 79765

Driller Name: **DARRIN S. STARK SR.** License Number: **54891**

Comments: **RITTER ENVIROMENTAL-MIDLAND,TX**
205 BAGS-SILICA SAND 20/40
5 X 5 CEMENT PAD
Amended Ref# 6124 7/17/08

Report Amended on by Request #6124

Lithology:
DESCRIPTION & COLOR OF FORMATION MATERIAL

From (ft)	To (ft)	Description
0	**90**	**TAN SAND**
90	**194**	**TAN SANDSTONE UNCONSOLIDATED**
194	**212**	**RED SANDY CLAY**
LOST CIRCULATION AT 212 NEVER REGAINED.....		

Casing:
BLANK PIPE & WELL SCREEN DATA

Dia. (in.)	New/Used	Type	Setting From/To (ft.)
6	**N**	**PLASTIC**	**MFG SCH 40 330/310**
6	**N**	**PLASTIC**	**SLOTTED MFG SCH 40 310/130 .010**
6	**N**	**PLASTIC**	**MFG SCH 40 130/+3**

IMPORTANT NOTICE FOR PERSONS HAVING WELLS DRILLED CONCERNING CONFIDENTIALITY

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Texas Department of Licensing and Regulation
P.O. Box 12157
Austin, TX 78711
(512) 334-5540

STATE OF TEXAS WELL REPORT for Tracking #142744

Owner:	**HERITAGE STANDARD**	Owner Well #:	**HRW-2**
Address:	**2911 TURTLE CREEK / SUITE 850 DALLAS, TX 75219**	Grid #:	**46-06-5**
Well Location:	**C.R.101 / FRYING PAN RANCH KERMIT, TX 79744**	Latitude:	**31° 57' 01" N**
		Longitude:	**103° 18' 01" W**
Well County:	**Winkler**	Elevation:	**No Data**
Type of Work:	**New Well**	Proposed Use:	**Monitor**

Drilling Start Date: **4/3/2008** Drilling End Date: **4/4/2008**

	Diameter (in.)	*Top Depth (ft.)*	*Bottom Depth (ft.)*
Borehole:	**9.875**	**0**	**336**

Drilling Method: **Mud (Hydraulic) Rotary**

Borehole Completion: **SILICA SAND-20/40**

Annular Seal Data:

Top Depth (ft.)	*Bottom Depth (ft.)*	*Description (number of sacks & material)*
0	**2**	**4 CEMENT**
2	**18**	**12 PORTLAND**

Seal Method: **TREMME PIPED/MIXED**

Sealed By: **DRILLING CREW/DRILLER**

Distance to Property Line (ft.): **1000+**

Distance to Septic Field or other concentrated contamination (ft.): **1000+**

Distance to Septic Tank (ft.): **No Data**

Method of Verification: **TAPE**

Surface Completion: **Surface Slab Installed**

Water Level: **280 ft.** below land surface on **2008-04-04** Measurement Method: **Unknown**

Packers: **No Data**

Type of Pump: **No Data**

Well Tests: **No Test Data Specified**

Water Quality:

Strata Depth (ft.)	Water Type
56	**Fresh**

Chemical Analysis Made: **No**

Did the driller knowingly penetrate any strata which contained injurious constituents?: **No**

Certification Data: The driller certified that the driller drilled this well (or the well was drilled under the driller's direct supervision) and that each and all of the statements herein are true and correct. The driller understood that failure to complete the required items will result in the report(s) being returned for completion and resubmittal.

Company Information: **EAGLE CORROSION CONTROL**

11314 W.C.R. 128
ODESSA, TX 79765

Driller Name: **DARRIN S. STARK SR.** License Number: **54891**

Comments: **RITTER ENVIROMENTAL-MIDLAND,TX**
207 BAGS-SILICA SAND 20/40
5 X 5 CEMENT PAD
Amended Ref# 6125 7/17/08

Report Amended on by Request #6125

Lithology:
DESCRIPTION & COLOR OF FORMATION MATERIAL

From (ft)	To (ft)	Description
0	**2**	**CALICHE**
2	**30**	**TAN SAND**
30	**113**	**TAN SAND/SANDSTONE**
LOST CIRCULATION AT113 NEVER REGAINED		

Casing:
BLANK PIPE & WELL SCREEN DATA

Dia. (in.)	New/Used	Type	Setting From/To (ft.)
6	**N**	**PLASTIC MFG SCH 40**	**336/316**
6	**N**	**PLASTIC SLOTTED MFG SCH 40**	**316/116 .010**
6	**N**	**PLASTIC MFG SCH 40**	**116/+3**

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Austin, TX 78711
(512) 334-5540

STATE OF TEXAS WELL REPORT for Tracking #145186

Owner:	**City of Midland**	Owner Well #:	**MH-15**
Address:	**300 N. Loriane Midland, TX 79701**	Grid #:	**46-06-3**
Well Location:	**T-Bar Water Well Field-NW of Kermit Hwy., 302 & CR 101 Kermit, TX**	Latitude:	**31° 57' 42" N**
		Longitude:	**103° 17' 07" W**
Well County:	**Winkler**	Elevation:	**No Data**
Type of Work:	**New Well**	Proposed Use:	**Monitor**

Drilling Start Date: **6/10/2008** Drilling End Date: **6/13/2008**

Borehole:

Diameter (in.)	*Top Depth (ft.)*	*Bottom Depth (ft.)*
7.875	**0**	**590**

Drilling Method: **Mud (Hydraulic) Rotary**

Borehole Completion: **Filter Packed; Open Hole; Straight Wall**

Filter Pack Intervals:

Top Depth (ft.)	*Bottom Depth (ft.)*	*Filter Material*	*Size*
110	**590**	**Gravel**	**8/16**

Annular Seal Data:

Top Depth (ft.)	*Bottom Depth (ft.)*	*Description (number of sacks & material)*
0	**10**	**17/Cement**
10	**110**	**44/Bent.Pellets**

Seal Method: **Hand Mix**

Sealed By: **Driller**

Distance to Property Line (ft.): **No Data**

Distance to Septic Field or other concentrated contamination (ft.): **No Data**

Distance to Septic Tank (ft.): **No Data**

Method of Verification: **No Data**

Surface Completion: **Surface Slab Installed**

Water Level: **136.62 ft.** below land surface on **2008-06-13** Measurement Method: **Unknown**

Packers: **No Data**

Type of Pump: **No Data**

Well Tests: **No Test Data Specified**

Water Quality:

Strata Depth (ft.)	Water Type
136.62	**sweet**

Chemical Analysis Made: **No**

Did the driller knowingly penetrate any strata which contained injurious constituents?: **No**

Certification Data: The driller certified that the driller drilled this well (or the well was drilled under the driller's direct supervision) and that each and all of the statements herein are true and correct. The driller understood that failure to complete the required items will result in the report(s) being returned for completion and resubmittal.

Company Information: **White Drilling Company, Inc.**

P.O. Box 906
Clyde, TX 79510

Driller Name: **John W. White** License Number: **5044**

Apprentice Name: **Joseph C. Blackburn III** Apprentice Number: **58044**

Comments: **No Data**

Lithology:
DESCRIPTION & COLOR OF FORMATION MATERIAL

Top (ft.)	Bottom (ft.)	Description
0	**7**	**Brown sand.**
7	**12**	**Caliche.**
12	**53**	**Brown sand.**
53	**80**	**Sandstone.**
80	**210**	**Brown sandy clay.**
210	**590**	**Reddish brown sand.**

Casing:
BLANK PIPE & WELL SCREEN DATA

Dia. (in.) New/Used Type Setting From/To (ft.)
4.0 New PVC Riser 0.0 to 130.0 Sch. 40
4.0 New PVC Screen 130.0 to 590.0 .020

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Texas Department of Licensing and Regulation
P.O. Box 12157
Austin, TX 78711
(512) 334-5540

STATE OF TEXAS WELL REPORT for Tracking #169259

Owner:	**City of Midland**	Owner Well #:	**MW-15R**
Address:	**300 N. Loriane Midland, TX 79701**	Grid #:	**46-06-3**
Well Location:	**T-Bar Water Well Field NW of Kermit Hwy. 302 & CR 101 Kermit, TX**	Latitude:	**31° 57' 40" N**
		Longitude:	**103° 17' 07" W**
Well County:	**Winkler**	Elevation:	**No Data**
Type of Work:	**New Well**	Proposed Use:	**Monitor**

Drilling Start Date: **2/5/2009** Drilling End Date: **2/9/2009**

	Diameter (in.)	*Top Depth (ft.)*	*Bottom Depth (ft.)*
Borehole:	**7.875**	**0**	**600**

Drilling Method: **Mud (Hydraulic) Rotary**

Borehole Completion: **Filter Packed; Open Hole; Straight Wall**

	Top Depth (ft.)	*Bottom Depth (ft.)*	*Filter Material*	*Size*
Filter Pack Intervals:	**120**	**600**	**Gravel**	**8/16**

	Top Depth (ft.)	*Bottom Depth (ft.)*	*Description (number of sacks & material)*
Annular Seal Data:	**0**	**10**	**17/Cement**
	10	**120**	**29/Bent.Pellets**

Seal Method: **Hand Mix**

Sealed By: **Driller**

Distance to Property Line (ft.): **No Data**

Distance to Septic Field or other concentrated contamination (ft.): **No Data**

Distance to Septic Tank (ft.): **No Data**

Method of Verification: **No Data**

Surface Completion: **Surface Slab Installed**

Water Level: **136.62 ft.** below land surface on **2009-02-09** Measurement Method: **Unknown**

Packers: **No Data**

Type of Pump: **No Data**

Well Tests: **No Test Data Specified**

Water Quality:

Strata Depth (ft.)	Water Type
136.62	**sweet**

Chemical Analysis Made: **No**

Did the driller knowingly penetrate any strata which contained injurious constituents?: **No**

Certification Data: The driller certified that the driller drilled this well (or the well was drilled under the driller's direct supervision) and that each and all of the statements herein are true and correct. The driller understood that failure to complete the required items will result in the report(s) being returned for completion and resubmittal.

Company Information: **White Drilling Company, Inc.**

P.O. Box 906
Clyde, TX 79510

Driller Name: **John W. White** License Number: **5044**

Apprentice Name: **Joseph C. Blackburn III** Apprentice Number: **58044**

Comments: **No Data**

Lithology:
DESCRIPTION & COLOR OF FORMATION MATERIAL

Top (ft.)	Bottom (ft.)	Description
0	**2**	**Tan sand.**
2	**22**	**Caliche.**
22	**58**	**Brown sand w/caliche.**
58	**63**	**Sandstone.**
63	**205**	**Brown sandy clay w/sandstone streaks.**
205	**600**	**Tan sand.**

Casing:
BLANK PIPE & WELL SCREEN DATA

Dia. (in.) New/Used Type Setting From/To (ft.)
4.0 New PVC Riser 0.0 to 140.0 Sch. 40
4.0 New PVC Screen 140.0 to 600.0 .032

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Texas Department of Licensing and Regulation
P.O. Box 12157
Austin, TX 78711
(512) 334-5540

STATE OF TEXAS WELL REPORT for Tracking #233953

Owner:	**City of Midland**	Owner Well #:	**MH-1R**
Address:	**300 N. Loraine Midland, TX 79701**	Grid #:	**46-06-5**
Well Location:	**T-Bar Water Well Field NW of Kermit Hwy. Kermit, TX**	Latitude:	**31° 57' 21" N**
		Longitude:	**103° 18' 05" W**
Well County:	**Winkler**	Elevation:	**No Data**

Type of Work: **Replacement** Proposed Use: **Monitor**

Drilling Start Date: **9/16/2010** Drilling End Date: **9/20/2010**

	Diameter (in.)	*Top Depth (ft.)*	*Bottom Depth (ft.)*
Borehole:	**7.875**	**0**	**300**

Drilling Method: **Mud (Hydraulic) Rotary**

Borehole Completion: **Filter Packed; Straight Wall**

	Top Depth (ft.)	*Bottom Depth (ft.)*	*Filter Material*	*Size*
Filter Pack Intervals:	**130**	**300**	**Gravel**	**8/16**

	Top Depth (ft.)	*Bottom Depth (ft.)*	*Description (number of sacks & material)*
Annular Seal Data:	**0**	**30**	**8/Cement**
	30	**130**	**10/Bent.Pellets**

Seal Method: **Hand Mix**

Sealed By: **White Drilling Company, Inc.**

Distance to Property Line (ft.): **No Data**

Distance to Septic Field or other concentrated contamination (ft.): **No Data**

Distance to Septic Tank (ft.): **No Data**

Method of Verification: **No Data**

Surface Completion: **Surface Slab Installed**

Water Level: **167 ft.** below land surface on **2010-09-20** Measurement Method: **Unknown**

Packers: **No Data**

Type of Pump: **No Data**

Well Tests: **No Test Data Specified**

Water Quality:

Strata Depth (ft.)	Water Type
167.0	**fresh**

Chemical Analysis Made: **No**

Did the driller knowingly penetrate any strata which contained injurious constituents?: **No**

Certification Data: The driller certified that the driller drilled this well (or the well was drilled under the driller's direct supervision) and that each and all of the statements herein are true and correct. The driller understood that failure to complete the required items will result in the report(s) being returned for completion and resubmittal.

Company Information: **White Drilling Company, Inc**

P.O. Box 906
Clyde, TX 79510

Driller Name: **John W. White** License Number: **5044**

Apprentice Name: **Joseph C. Blackburn III** Apprentice Number: **58044**

Comments: **No Data**

Lithology:
DESCRIPTION & COLOR OF FORMATION MATERIAL

Top (ft.)	Bottom (ft.)	Description
0	**1**	**Caliche.**
1	**7**	**Reddish tan sandy clay.**
7	**10**	**Caliche.**
10	**22**	**Reddish tan sandy clay.**
22	**77**	**Reddish tan sandstone.**
77	**83**	**Yellow clay.**
83	**135**	**Tan sandy clay.**
135	**138**	**Multicolored sandstone.**
138	**300**	**Tan sandy clay w/sandstone streaks.**

Casing:
BLANK PIPE & WELL SCREEN DATA

Dia. (in.)	New/Used	Type	Setting From/To (ft.)
4.0	**New**	**PVC**	**Riser 0.0 to 140.0 Sch. 40**
4.0	**New**	**PVC**	**Screen 140.0 to 300.0 .020**

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Texas Department of Licensing and Regulation
P.O. Box 12157
Austin, TX 78711
(512) 334-5540

STATE OF TEXAS WELL REPORT for Tracking #282935

Owner:	**Texas Railroad Commission**	Owner Well #:	**RRC-1**
Address:	**P O Box 12967 Austin, TX 78711**	Grid #:	**46-06-6**
Well Location:	**T Bar Ranch North Well CR 101 Kermit, TX**	Latitude:	**31° 57' 27" N**
		Longitude:	**103° 17' 17" W**
Well County:	**Winkler**	Elevation:	**No Data**

Type of Work: **New Well** Proposed Use: **Monitor**

Drilling Start Date: **2/21/2012** Drilling End Date: **2/28/2012**

	Diameter (in.)	*Top Depth (ft.)*	*Bottom Depth (ft.)*
Borehole:	**8.75**	**0**	**555**

Drilling Method: **Mud (Hydraulic) Rotary**

Borehole Completion: **Filter Packed**

	Top Depth (ft.)	*Bottom Depth (ft.)*	*Filter Material*	*Size*
Filter Pack Intervals:	**330**	**550**	**Gravel**	**8/16 Sand**

	Top Depth (ft.)	*Bottom Depth (ft.)*	*Description (number of sacks & material)*
Annular Seal Data:	**0**	**5**	**2 Cement**
	5	**150**	**60 Bent HP**

Seal Method: **Top Load**

Sealed By: **Driller**

Distance to Property Line (ft.): **No Data**

Distance to Septic Field or other concentrated contamination (ft.): **No Data**

Distance to Septic Tank (ft.): **No Data**

Method of Verification: **No Data**

Surface Completion: **Surface Slab Installed**

Water Level: **No Data**

Packers: **No Data**

Type of Pump: **No Data**

Well Tests: **No Test Data Specified**

Water Quality:

Strata Depth (ft.)	Water Type
No Data	**No Data**

Chemical Analysis Made: **No**

Did the driller knowingly penetrate any strata which contained injurious constituents?: **No**

Certification Data: The driller certified that the driller drilled this well (or the well was drilled under the driller's direct supervision) and that each and all of the statements herein are true and correct. The driller understood that failure to complete the required items will result in the report(s) being returned for completion and resubmittal.

Company Information: **Straub Corporation**

P O Box 192
Stanton, TX 79782

Driller Name: **Raymond Straub Jr** License Number: **4456**

Comments: **Amended 10/25/12 Ref.# 10801**

Report Amended on by Request #10801

Lithology:
DESCRIPTION & COLOR OF FORMATION MATERIAL

From (ft)	To (ft)	Description
0	**1**	**Brown Sand**
1	**5**	**Caliche**
5	**20**	**Light Brown Calcareous Sand**
20	**26**	**Tan Calcareous Sandstone**
26	**39**	**Light Brown Calcareous Sand**
39	**87**	**Light Brown Sand**
87	**180**	**Light Brown Sand w/Sandstone Layers**
180	**200**	**Light Brown Sand**
200	**251**	**Light Brown Sand (Soft)**
251	**280**	**Light Brown Clay**
280	**298**	**Light Brown Sand**
298	**320**	**Light Brown Sand w/Tan Clay**
320	**370**	**Tan Sandy Clay**
370	**373**	**Brown Sand**
373	**400**	**Tan Sandy Clay**
400	**440**	**Brown Sand/Brown Gray Clay**
440	**500**	**Brown /Gray Clayey Sand**

Casing:
BLANK PIPE & WELL SCREEN DATA

Dia. (in.)	New/Used	Type	Setting From/To (ft.)
4.5	**N**	**BSL SDR17 Screen**	**550-350 .032**
4.5	**N**	**BSL SDR 17 Riser**	**350-+43**

500-513 Red Clay
513-520 Red/Brown Sand/Fine Gravel
520-555 Brown Sand/Fine Gravel
555 Red Clay

IMPORTANT NOTICE FOR PERSONS HAVING WELLS DRILLED CONCERNING CONFIDENTIALITY

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Texas Department of Licensing and Regulation
P.O. Box 12157
Austin, TX 78711
(512) 334-5540

STATE OF TEXAS WELL REPORT for Tracking #282993

Owner:	**Texas Railroad Commission**	Owner Well #:	**RRC-2**
Address:	**P O Box 12967 Austin, TX 78711**	Grid #:	**46-06-6**
Well Location:	**T Bar Ranch South Well, CR 101 Kermit, TX**	Latitude:	**31° 57' 27" N**
		Longitude:	**103° 17' 17" W**
Well County:	**Winkler**	Elevation:	**No Data**
Type of Work:	**New Well**	Proposed Use:	**Monitor**

Drilling Start Date: **2/22/2012** Drilling End Date: **2/24/2012**

Borehole:

Diameter (in.)	*Top Depth (ft.)*	*Bottom Depth (ft.)*
8.75	**0**	**560**

Drilling Method: **Mud (Hydraulic) Rotary**

Borehole Completion: **Filter Packed**

Filter Pack Intervals:

Top Depth (ft.)	*Bottom Depth (ft.)*	*Filter Material*	*Size*
340	**560**	**Gravel**	**8/16 Sand**

Annular Seal Data:

Top Depth (ft.)	*Bottom Depth (ft.)*	*Description (number of sacks & material)*
2	**100**	**43-3/8 HP**
100	**330**	**48 Bent-Cem**
330	**340**	**2 Grand-Bent**

Seal Method: **Trimmed-Top Load**

Sealed By: **Driller**

Distance to Property Line (ft.): **No Data**

Distance to Septic Field or other concentrated contamination (ft.): **No Data**

Distance to Septic Tank (ft.): **No Data**

Method of Verification: **No Data**

Surface Completion: **Surface Slab Installed**

Water Level: **No Data**

Packers: **No Data**

Type of Pump: **No Data**

Well Tests: **No Test Data Specified**

Water Quality:

Strata Depth (ft.)	Water Type
No Data	**No Data**

Chemical Analysis Made: **No**

Did the driller knowingly penetrate any strata which contained injurious constituents?: **No**

Certification Data: The driller certified that the driller drilled this well (or the well was drilled under the driller's direct supervision) and that each and all of the statements herein are true and correct. The driller understood that failure to complete the required items will result in the report(s) being returned for completion and resubmittal.

Company Information: **Straub Corporation**

P O Box 192
Stanton, TX 79782

Driller Name: **Edward Bryan** License Number: **58165**

Comments: **Amended 10/25/12 Ref.# 10799**

Report Amended on by Request #10799

Lithology:
DESCRIPTION & COLOR OF FORMATION MATERIAL

Top (ft.)	Bottom (ft.)	Description
0	**6**	**Red Fine Sand**
6	**17**	**Red/Tan Fine Sand/Sandstone/Caliche**
17	**26**	**Coarse Red/Tan Sand/ Calcareous Sandstone**
26	**33**	**Tan Fine Sand/Calcareous Sandstone/Caliche**
33	**46**	**Tan Fine Sand/Sandstone**
46	**50**	**Tan Fine Sand/Sandstone Layers**
50	**54**	**Tan Fine Sand/Sandstone/Black Shale**
54	**59**	**Tan Very Fine Sand/Sandstone**
59	**106**	**Tan Fine Very Fine Sand**
106	**112**	**Tan Silty Sand/Silty Clay**
112	**141**	**Tan Silty Very Fine Sand**
141	**148**	**Tan Silty Sand/Silty Clay**
148	**152**	**Red/Tan Silty Very Fine Sand**
152	**172**	**Red/Tan Silty Very Fine Sand**

Casing:
BLANK PIPE & WELL SCREEN DATA

Dia. (in.)	New/Used	Type	Setting From/To (ft.)
4.5	**N**	**SDR 17**	**BSL Screen 550-350 .032**
4.5	**N**	**SDR17**	**BSL Riser 350-+43**

172	**200**	**Tan Silty Sand/Silty Clay Layers**
200	**215**	**Tan Very Fine Sand/Sandstone**
215	**280**	**Tan Very Fine Sand**
280	**322**	**Tan Very Fine Sand**
322	**385**	**Red Very Fine Sand w/Clay**
385	**400**	**Tan Very Fine Sand/Sandstone**
400	**425**	**Tan Very Fine Sand w/Clay**
425	**457**	**Tan Very Fine Sand/Sandstone**
457	**500**	**Tan Very Fine Sand**
500	**520**	**Tannish Red Very Fine Sand/Red Silty Clay**
520	**525**	**Tan/Red Very Fine Sand w/Silty Clay**
525	**553**	**Tan/Red Sand w/Fine Gravel**
553	**560**	**Red Clay**

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Austin, TX 78711
(512) 334-5540

STATE OF TEXAS WELL REPORT for Tracking #314447

Owner:	**Texas Railroad Commission**	Owner Well #:	**RRC-4**
Address:	**P O box 12967 Austin, TX 78711**	Grid #:	**46-06-5**
Well Location:	**Crittendon Field-CR101 Kermit, TX**	Latitude:	**31° 57' 22" N**
		Longitude:	**103° 17' 45" W**
Well County:	**Winkler**	Elevation:	**No Data**
Type of Work:	**New Well**	Proposed Use:	**Monitor**

Drilling Start Date: **1/28/2013** Drilling End Date: **2/1/2013**

Borehole:

Diameter (in.)	*Top Depth (ft.)*	*Bottom Depth (ft.)*
8.75	**0**	**300**

Drilling Method: **Mud (Hydraulic) Rotary**

Borehole Completion: **Filter Packed**

Filter Pack Intervals:

Top Depth (ft.)	*Bottom Depth (ft.)*	*Filter Material*	*Size*
109	**300**	**Gravel**	**8/16 Sand**

Annular Seal Data:

Top Depth (ft.)	*Bottom Depth (ft.)*	*Description (number of sacks & material)*
0	**2**	**1- Concrete**
2	**105**	**32-Cem Grout**
105	**109**	**2- Bent.Seal**

Seal Method: **Tremmie**

Sealed By: **Driller**

Distance to Property Line (ft.): **No Data**

Distance to Septic Field or other concentrated contamination (ft.): **No Data**

Distance to Septic Tank (ft.): **No Data**

Method of Verification: **No Data**

Surface Completion: **Alternative Procedure Used**

Water Level: **No Data**

Packers: **No Data**

Type of Pump: **No Data**

Well Tests: **No Test Data Specified**

Water Quality:

Strata Depth (ft.)	Water Type
No Data	**No Data**

Chemical Analysis Made: **No**

Did the driller knowingly penetrate any strata which contained injurious constituents?: **No**

Certification Data: The driller certified that the driller drilled this well (or the well was drilled under the driller's direct supervision) and that each and all of the statements herein are true and correct. The driller understood that failure to complete the required items will result in the report(s) being returned for completion and resubmittal.

Company Information: **Straub Corporation**

P O Box 192
Stanton, TX 79782

Driller Name: **Martin Straub** License Number: **4653**

Comments: **Amended 4/9/13 Ref.# 11185**

Report Amended on by Request #11185

Lithology:
DESCRIPTION & COLOR OF FORMATION MATERIAL

Top (ft.)	Bottom (ft.)	Description
0	**1**	**Brown Silty Sand**
1	**2**	**Broken Caliche**
2	**6**	**Medium Hard Caliche Layers**
6	**20**	**Tan Silty Sand & Sandstone**
20	**56**	**Tan Silty Sand**
56	**57**	**Tan Silty Sand & Sandstone**
57	**70**	**Tan Silty Sand**
70	**125**	**Tan Silty Sand & Sandstone**
125	**150**	**Tan Silty Sand**
150	**210**	**Tan Silty Sand**
210	**240**	**Tan Silty Sand**
240	**255**	**Tan Silty Sand**
255	**260**	**Tan Sandstone & Clay**
260	**270**	**Tan Sandstone & Clay**
270	**275**	**Red Clay**
275	**278**	**Red/Brown Silt**

Casing:
BLANK PIPE & WELL SCREEN DATA

Dia. (in.)	New/Used	Type	Setting From/To (ft.)
4.5	**N**	**SDR 17**	**Screen 280-120 .032**
4.5	**N**	**SDR 17**	**Riser 120-+43"**

278	**285**	**Dense Dark Red/ Brown Siltstone**
285	**298**	**Dense Red/Brown Siltstone & Clay Imbedded**
298	**300**	**Red Clay & Siltstone**

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(512) 334-5540

STATE OF TEXAS WELL REPORT for Tracking #314460

Owner:	**Texas Railroad Commission**	Owner Well #:	**RRC-3**
Address:	**P O Box 12967 Austin, TX 78711**	Grid #:	**46-06-2**
Well Location:	**Crittendon Field-CR101 Kermit, TX**	Latitude:	**31° 57' 36" N**
		Longitude:	**103° 17' 55" W**
Well County:	**Winkler**	Elevation:	**No Data**
Type of Work:	**New Well**	Proposed Use:	**Monitor**

Drilling Start Date: **1/30/2013** Drilling End Date: **2/4/2013**

Borehole:

Diameter (in.)	*Top Depth (ft.)*	*Bottom Depth (ft.)*
12.75	**0**	**100**
8.75	**100**	**240**

Drilling Method: **Mud (Hydraulic) Rotary**

Borehole Completion: **Filter Packed**

Filter Pack Intervals:

Top Depth (ft.)	*Bottom Depth (ft.)*	*Filter Material*	*Size*
120	**240**	**Gravel**	**8/16 Sand**

Annular Seal Data:

Top Depth (ft.)	*Bottom Depth (ft.)*	*Description (number of sacks & material)*
0	**2**	**1-Concrete**
2	**90**	**16-Cem. Grout**
90	**120**	**14-3/8 HP**

Seal Method: **Tremmie**

Sealed By: **Driller**

Distance to Property Line (ft.): **No Data**

Distance to Septic Field or other concentrated contamination (ft.): **No Data**

Distance to Septic Tank (ft.): **No Data**

Method of Verification: **No Data**

Surface Completion: **Alternative Procedure Used**

Water Level: **No Data**

Packers: **No Data**

Type of Pump: **No Data**

Well Tests: **No Test Data Specified**

Water Quality:

Strata Depth (ft.)	Water Type
No Data	**No Data**

Chemical Analysis Made: **No**

Did the driller knowingly penetrate any strata which contained injurious constituents?: **No**

Certification Data: The driller certified that the driller drilled this well (or the well was drilled under the driller's direct supervision) and that each and all of the statements herein are true and correct. The driller understood that failure to complete the required items will result in the report(s) being returned for completion and resubmittal.

Company Information: **Straub Corporation**

P O Box 192
Stanton, TX 79782

Driller Name: **Martin Straub** License Number: **4653**

Comments: **77'-75'' 30- Bent. HP**
75'-29' 10 YD. Gravel
29-24' 5- Bent. HP
24-0' Cement Grout

Amended 4/9/13 Ref.# 11186

Report Amended on by Request #11186

Lithology:
DESCRIPTION & COLOR OF FORMATION MATERIAL

Top (ft.)	Bottom (ft.)	Description
0	**5**	**Hard Caliche**
5	**11**	**Medium Hard Caliche**
11	**20**	**Tan Sandstone & Silty Sand**
20	**37**	**Alternating Brown Sand & Calcareous Sandstone**
37	**45**	**Loose Brown Sand**
45	**93**	**Alternating Loose Red/Brown Sand & Dense Calcareous Sand**
93	**106**	**Silicious Sandstone/Calcareous Sandstone**
106	**110**	**Gray Silty Clay**
110	**115**	**Tan/Gray Silty Clay**
115	**118**	**Red Clay**
118	**133**	**Fractured Sandstone**
133	**148**	**Yellow/Gold Sandstone**

Casing:
BLANK PIPE & WELL SCREEN DATA

Dia. (in.) New/Used Type Setting From/To (ft.)
8 N BE PVC 100-0
4.5 N SDR 17Screen 230-130 .032
4.5 N SDR 17 Riser 130-+43"

148	**150**	**Fractured Sandstone**
150	**154**	**Tan Medium Hard Sandstone**
154	**156**	**Tan Silty Clay & Sand**
156	**157**	**Tan Sandstone & Silty Sand**
157	**160**	**Tan Silty Clay & Sand**
160	**162**	**Tan/Pink Soft Sandstone**
162	**167**	**Tan/Pink Hard Sandstone**
167	**174**	**Tan/Pink Silty Clay & Sand**
174	**178**	**Medium Hard Sandstone & Gravel**
178	**180**	**Red/Tan Medium Hard Sandstone & Sand**
180	**184**	**Tan/Pink Medium Hard Sandstone Layers**
184	**188**	**Tan Sandstone Layers**
188	**191**	**Tan Sandstone & Silty Sand**
191	**195**	**Red/Pink Sandstone & Silty Sand**
195	**198**	**Tan/pink Hard Sandstone Layers**
198	**204**	**Tan/Pink Silty Sandstone & Sand**
204	**208**	**Pink Silty Clay & Sand**
208	**214**	**Red/Pink Sandstone & Silty Sand**
214	**219**	**Tan/pink Sandstone Layers**
219	**240**	**Red Silty Sandstone layers**

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(512) 334-5540

STATE OF TEXAS WELL REPORT for Tracking #375118

Owner:	**Heritage Standard Corporation**	Owner Well #:	**HRW #4**
Address:	**3131 Mc Kinney Ave, Ste 710 Dallas, TX 75204**	Grid #:	**46-06-5**
		Latitude:	**31° 57' 08" N**
Well Location:	**T-Bar Kermit, TX**	Longitude:	**103° 17' 59" W**
Well County:	**Winkler**	Elevation:	**No Data**
Type of Work:	**New Well**	Proposed Use:	**Monitor**

Drilling Start Date: **9/8/2014** Drilling End Date: **9/9/2014**

	Diameter (in.)	*Top Depth (ft.)*	*Bottom Depth (ft.)*
Borehole:	**10**	**0**	**228**

Drilling Method: **Air Rotary; Mud (Hydraulic) Rotary**

Borehole Completion: **Filter Packed**

	Top Depth (ft.)	*Bottom Depth (ft.)*	*Filter Material*	*Size*
Filter Pack Intervals:	**130**	**228**	**Gravel**	**8/16 Sand**

	Top Depth (ft.)	*Bottom Depth (ft.)*	*Description (number of sacks & material)*
Annular Seal Data:	**0**	**2**	**2- Concrete**
	2	**130**	**90-3/8 HP**

Seal Method: **Top Load**

Sealed By: **Driller**

Distance to Property Line (ft.): **No Data**

Distance to Septic Field or other concentrated contamination (ft.): **No Data**

Distance to Septic Tank (ft.): **No Data**

Method of Verification: **No Data**

Surface Completion: **Alternative Procedure Used**

Water Level: **155 ft.** below land surface on **2014-09-09** Measurement Method: **Unknown**

Packers: **No Data**

Type of Pump: **No Data**

Well Tests: **Pump** **Yield: 5 GPM with 45 ft. drawdown after 2.5 hours**

Water Quality:

Strata Depth (ft.)	Water Type
No Data	**No Data**

Chemical Analysis Made: **No**

Did the driller knowingly penetrate any strata which contained injurious constituents?: **No**

Certification Data: The driller certified that the driller drilled this well (or the well was drilled under the driller's direct supervision) and that each and all of the statements herein are true and correct. The driller understood that failure to complete the required items will result in the report(s) being returned for completion and resubmittal.

Company Information: **Straub Corporation**

P O Box 192
Stanton, TX 79782

Driller Name: **Martin Straub** License Number: **4653**

Comments: **No Data**

Lithology:
DESCRIPTION & COLOR OF FORMATION MATERIAL

From (ft)	To (ft)	Description
0	**5**	**Brown Silty Sand**
5	**7**	**Caliche**
7	**10**	**Pink Silty Sand & Caliche**
10	**13**	**Medium Hard Caliche & Silty Sand**
13	**27**	**Tan/Pink Silty Sand & Sandstone**
27	**48**	**Tan & Red Silty Sand & Sandstone Layers**
48	**49**	**Tan Silty Sand & Clay**
49	**59**	**Medium Hard Sandstone**
59	**71**	**Tan/Brown Sandstone & Silty Sand**
71	**90**	**Tan/Brown & Gray Sandstone & Silty Sand**
90	**93**	**Tan & Brown Sandstone & Silty Sand**
93	**95**	**Tan Silty Sand & Clay**
95	**101**	**Tan Silty Clay & Sandstone Layers**
101	**105**	**Tan/Yellow Sandstone & Silty Sand**
105	**111**	**Tan Sandstone & Clay**
111	**125**	**Tan Sandstone layers**
125	**130**	**Tan Sandstone & Clay Layers**
130	**132**	**Tan Clay**

Casing:
BLANK PIPE & WELL SCREEN DATA

Dia. (in.)	New/Used	Type	Setting From/To (ft.)
6	**N**	**FJPVC**	**Screen 228-138 .020**
6	**N**	**FJPVC**	**Riser 138-+4'**

132-136 Pink & Red Silty Clay
136-138 Pink & Red silty Clay & Sandstone Layers
138-141 Tan Silty Clay & Sandstone Layers
141-142 Tan & Red Sandstone & Clay
142 -145 Red Silty Clay & Sandstone
145-156 Red & Tan Sandstone & Clay
156-158 Tan Sandstone & Clay
158-164 Tan & Brown Sandstone
164-165 Tan Sandstone & Gray Hard Clay
165-170 Red Clay & Gray Clay
170-172 Red Clay & Siltstone
172-176 Red Siltstone & Clay
176-178 Red Silty Clay & Siltstone
178-185 Tan Siltstone & Red Sandstone
185-191 Red Siltstone & Clay
191-196 Red Sandstone & Siltstone & Clay
196-201 Red Siltstone & Clay
201-210 Red Siltstone & Sandstone
210-215 Red Sandstone & Siltstone
215-222 Red Siltstone
222-226 Red Sandstone & Siltstone
226-228 Red Siltstone & Sandstone

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(512) 334-5540

STATE OF TEXAS WELL REPORT for Tracking #386124

Owner:	**Texas Railroad Commission**	Owner Well #:	**RRC-5**
Address:	**P O Box 12967 Austin, TX 78711**	Grid #:	**46-06-5**
Well Location:	**T-Bar Kermit, TX**	Latitude:	**31° 57' 29" N**
		Longitude:	**103° 18' 01" W**
Well County:	**Winkler**	Elevation:	**No Data**
Type of Work:	**New Well**	Proposed Use:	**Monitor**

Drilling Start Date: **11/20/2014** Drilling End Date: **11/20/2014**

Borehole:

Diameter (in.)	*Top Depth (ft.)*	*Bottom Depth (ft.)*
12.75	**0**	**70**
8.75	**70**	**200**

Drilling Method: **Air Rotary; Mud (Hydraulic) Rotary**

Borehole Completion: **Filter Packed**

Filter Pack Intervals:

Top Depth (ft.)	*Bottom Depth (ft.)*	*Filter Material*	*Size*
130	**198**	**Gravel**	**8/16 Sand**

Annular Seal Data:

Top Depth (ft.)	*Bottom Depth (ft.)*	*Description (number of sacks & material)*
0	**70**	**40-5%Cem-Ben Gr**
0	**10**	**6 -Concrete**
10	**130**	**70-3/8 HP**

Seal Method: **Tremmie**

Sealed By: **Driller**

Distance to Property Line (ft.): **No Data**

Distance to Septic Field or other concentrated contamination (ft.): **No Data**

Distance to Septic Tank (ft.): **No Data**

Method of Verification: **No Data**

Surface Completion: **Alternative Procedure Used**

Water Level: **160 ft.** below land surface on **2014-11-20** Measurement Method: **Unknown**

Packers: **No Data**

Type of Pump: **No Data**

Well Tests: **No Test Data Specified**

Water Quality:

Strata Depth (ft.)	Water Type
No Data	**No Data**

Chemical Analysis Made: **No**

Did the driller knowingly penetrate any strata which contained injurious constituents?: **No**

Certification Data: The driller certified that the driller drilled this well (or the well was drilled under the driller's direct supervision) and that each and all of the statements herein are true and correct. The driller understood that failure to complete the required items will result in the report(s) being returned for completion and resubmittal.

Company Information: **Straub Corporation**

P O Box 192
Stanton, TX 79782

Driller Name: **Martin Straub** License Number: **4653**

Comments: **No Data**

Lithology:
DESCRIPTION & COLOR OF FORMATION MATERIAL

Top (ft.)	Bottom (ft.)	Description
0	**10**	**Brown Silty Sand**
10	**15**	**Caliche**
15	**26**	**Tan Silty Sand & Soft Caliche**
26	**75**	**Tan/Red Silty Sand**
75	**91**	**Tan/Red Silty Sand & Soft Sandstone**
91	**96**	**Tan/Red Silty Sand & Small Gravel**
96	**101**	**Tan & Brown Sandstone & Silty Sand**
101	**106**	**Tan Clay & Sandstone**
106	**119**	**Tan/Yellow Sandstone & Clay**
119	**130**	**Tan & Brown Sandstone Layers**
130	**136**	**Tan & Pink Sandstone & Clay**
136	**156**	**Tan & Brown Sandstone**
156	**158**	**Tan & Pink Silty Clay & Sandstone**
158	**167**	**Tan & Light Yellow Silty Clay & Sandstone**
167	**171**	**Tan & Brown Sandstone Layers**

Casing:
BLANK PIPE & WELL SCREEN DATA

Dia. (in.)	New/Used	Type	Setting From/To (ft.)
10	**N**	**Sch 40 Pipe**	**70-0**
4 1/2	**N**	**SDR17 Screen**	**198-138 .032**
4 1/2	**N**	**SDR17 Riser**	**138-+4**

171	**175**	**Tan/Yellow Clay & Sand**
175	**180**	**Red Silty Clay & Sand**
180	**190**	**Brown/Tan Sandstone & Clay**
190	**194**	**Dark Brown Sandstone**
194	**200**	**Brown Sandstone & Clay**

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Austin, TX 78711
(512) 334-5540

STATE OF TEXAS WELL REPORT for Tracking #386127

Owner:	**Texas Railroad Commission**	Owner Well #:	**RRC-6**
Address:	**P O box 12967 Austin, TX 78711**	Grid #:	**46-06-5**
		Latitude:	**31° 57' 23" N**
Well Location:	**T-Bar Kermit, TX**	Longitude:	**103° 17' 56" W**
Well County:	**Winkler**	Elevation:	**No Data**
Type of Work:	**New Well**	Proposed Use:	**Monitor**

Drilling Start Date: **11/21/2014** Drilling End Date: **11/21/2014**

Borehole:

Diameter (in.)	*Top Depth (ft.)*	*Bottom Depth (ft.)*
14.75	**0**	**95**
8.75	**95**	**210**

Drilling Method: **Air Rotary; Mud (Hydraulic) Rotary**

Borehole Completion: **Filter Packed**

Filter Pack Intervals:

Top Depth (ft.)	*Bottom Depth (ft.)*	*Filter Material*	*Size*
144	**210**	**Gravel**	**8/16 Sand**

Annular Seal Data:

Top Depth (ft.)	*Bottom Depth (ft.)*	*Description (number of sacks & material)*
0	**10**	**6 -Concrete**
10	**144**	**75-3/8 HP**
28	**95**	**46-Ben HP**

Seal Method: **Tremmie**

Sealed By: **Driller**

Distance to Property Line (ft.): **No Data**

Distance to Septic Field or other concentrated contamination (ft.): **No Data**

Distance to Septic Tank (ft.): **No Data**

Method of Verification: **No Data**

Surface Completion: **Alternative Procedure Used**

Water Level: **160 ft.** below land surface on **2014-11-21** Measurement Method: **Unknown**

Packers: **No Data**

Type of Pump: **No Data**

Well Tests: **No Test Data Specified**

Water Quality:

Strata Depth (ft.)	Water Type
No Data	**No Data**

Chemical Analysis Made: **No**

Did the driller knowingly penetrate any strata which contained injurious constituents?: **No**

Certification Data: The driller certified that the driller drilled this well (or the well was drilled under the driller's direct supervision) and that each and all of the statements herein are true and correct. The driller understood that failure to complete the required items will result in the report(s) being returned for completion and resubmittal.

Company Information: **Straub Corporation**

P O Box 192
Stanton, TX 79782

Driller Name: **Martin Straub** License Number: **4653**

Comments: **28-0 12-Cement Grout on Multiwall**

Lithology:
DESCRIPTION & COLOR OF FORMATION MATERIAL

Top (ft.)	Bottom (ft.)	Description
0	**2**	**Tan Silty Sand**
2	**7**	**Caliche**
7	**15**	**Tan Silty Sand & Caliche**
15	**19**	**Tan Silty Sand**
19	**28**	**Caliche & Tan Sand**
28	**94**	**Tan/Red Silty Sand**
94	**106**	**Tan/Red Soft Sandstone & Silty Sand**
106	**124**	**Tan/Red Sandstone Layers**
124	**144**	**Tan/Yellow Sandstone layers**
144	**153**	**Tan/Yellow Silty Clay & Sandstone**
153	**157**	**Tan & Pink Silty Clay & Sandstone**
157	**158**	**Tan/Yellow Silty Clay & Medium Sandstone**
158	**166**	**Dark Brown Sandstone Layers**
166	**172**	**Tan & Brown Sandstone Layers**
172	**175**	**Tan & Brown Silty Clay & Sandstone**

Casing:
BLANK PIPE & WELL SCREEN DATA

Dia. (in.)	New/Used	Type	Setting From/To (ft.)
10	**N**	**Sch 40 Pipe**	**95-0**
4 1/2	**N**	**SDR17 Screen**	**210-150 .032**
4 1/2	**N**	**SDR17 Riser**	**150-+4**

175	**181**	**Red Silty Clay & Sandstone**
181	**191**	**Tan & Brown Sandstone Layers**
191	**193**	**Tan & Brown Silty Clay & Sandstone**
193	**200**	**Red & Tan Silty Clay & Soft Sandstone**
200	**209**	**Tan Sandstone & Silty Clay**
209	**210**	**Red Clay**

IMPORTANT NOTICE FOR PERSONS HAVING WELLS DRILLED CONCERNING CONFIDENTIALITY

TEX. OCC. CODE Title 12, Chapter 1901.251, authorizes the owner (owner or the person for whom the well was drilled) to keep information in Well Reports confidential. The Department shall hold the contents of the well log confidential and not a matter of public record if it receives, by certified mail, a written request to do so from the owner.

Please include the report's Tracking Number on your written request.

Texas Department of Licensing and Regulation
P.O. Box 12157
Austin, TX 78711
(512) 334-5540

STATE OF TEXAS WELL REPORT for Tracking #386130

Owner:	**Texas Railroad Commission**	Owner Well #:	**RRC-7**
Address:	**P O Box 12967 Austin, TX 78711**	Grid #:	**46-06-2**
		Latitude:	**31° 57' 30" N**
Well Location:	**T-Bar Kermit, TX**	Longitude:	**103° 17' 46" W**
Well County:	**Winkler**	Elevation:	**No Data**
Type of Work:	**New Well**	Proposed Use:	**Monitor**

Drilling Start Date: **12/1/2014** Drilling End Date: **12/1/2014**

Borehole:

Diameter (in.)	*Top Depth (ft.)*	*Bottom Depth (ft.)*
14.75	**0**	**133**
8.75	**133**	**230**

Drilling Method: **Air Rotary; Mud (Hydraulic) Rotary**

Borehole Completion: **Filter Packed**

Filter Pack Intervals:

Top Depth (ft.)	*Bottom Depth (ft.)*	*Filter Material*	*Size*
140	**230**	**Gravel**	**8/16 Sand**

Annular Seal Data:

Top Depth (ft.)	*Bottom Depth (ft.)*	*Description (number of sacks & material)*
0	**135**	**6 -Cem Gr**
30	**133**	**65-Ben HP**
135	**140**	**2-3/8 HP**

Seal Method: **Tremmie**

Sealed By: **Driller**

Distance to Property Line (ft.): **No Data**

Distance to Septic Field or other concentrated contamination (ft.): **No Data**

Distance to Septic Tank (ft.): **No Data**

Method of Verification: **No Data**

Surface Completion: **Alternative Procedure Used**

Water Level: **No Data**

Packers: **No Data**

Type of Pump: **No Data**

Well Tests: **No Test Data Specified**

Water Quality:

Strata Depth (ft.)	Water Type
No Data	**No Data**

Chemical Analysis Made: **No**

Did the driller knowingly penetrate any strata which contained injurious constituents?: **No**

Certification Data: The driller certified that the driller drilled this well (or the well was drilled under the driller's direct supervision) and that each and all of the statements herein are true and correct. The driller understood that failure to complete the required items will result in the report(s) being returned for completion and resubmittal.

Company Information: **Straub Corporation**

P O Box 192
Stanton, TX 79782

Driller Name: **Martin Straub** License Number: **4653**

Comments: **30-0 12-Cement Grout on Multiwall**

Lithology:
DESCRIPTION & COLOR OF FORMATION MATERIAL

Top (ft.)	Bottom (ft.)	Description
0	**2**	**Brown Silty Sand**
2	**4**	**Hard Caliche**
4	**14**	**Medium Hard Caliche**
14	**25**	**Caliche & Tan Silty Sand**
25	**31**	**Tan Silty Sand & Sandstone**
31	**126**	**Tan/Red Silty Sand**
126	**140**	**Tan Sandstone & Silty Clay**
140	**147**	**Tan Clay**
147	**155**	**Tan/Red Clay & Sand**
155	**217**	**Tan/Red Sand & Clay**
217	**219**	**Tan Clay & Silty Sand**
219	**222**	**Tan/Red Silty Sand & Clay**
222	**238**	**Tan Clay & Silty Sand**
238	**245**	**Tan Clay & Coarse Sand**
245	**248**	**Gray & Red Clay**

Casing:
BLANK PIPE & WELL SCREEN DATA

Dia. (in.) New/Used Type Setting From/To (ft.)
10 N Sch 40 Pipe 133-0
4 1/2 N SDR17 Screen 230-150 .032
4 1/2 N SDR17 Riser 150-+4

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Texas Department of Licensing and Regulation
P.O. Box 12157
Austin, TX 78711
(512) 334-5540

STATE OF TEXAS WELL REPORT for Tracking #38370

Owner:	**City of Midland**	Owner Well #:	**MH-3**
Address:	**300 N. Loraine Midland, TX 79702**	Grid #:	**46-06-2**
Well Location:	**T-Bar Water Well Field-NW of Kermit Hwy.302 to CR 101 N. Kermit, TX**	Latitude:	**31° 57' 32" N**
		Longitude:	**103° 18' 02" W**
Well County:	**Winkler**	Elevation:	**No Data**
Type of Work:	**New Well**	Proposed Use:	**Monitor**

Drilling Start Date: **5/12/2004** Drilling End Date: **5/12/2004**

	Diameter (in.)	*Top Depth (ft.)*	*Bottom Depth (ft.)*
Borehole:	**7.25**	**0**	**315**

Drilling Method: **Air Rotary**

Borehole Completion: **Filter Packed; Open Hole; Straight Wall**

Filter Pack Intervals:

Top Depth (ft.)	*Bottom Depth (ft.)*	*Filter Material*	*Size*
130	**295**	**Gravel**	**20/40**

Annular Seal Data:

Top Depth (ft.)	*Bottom Depth (ft.)*	*Description (number of sacks & material)*
0	**50**	**26/Cement**
50	**130**	**20/Bent. Pellet**

Seal Method: **Pump Mix w/tremmie pipe**

Sealed By: **Driller**

Distance to Property Line (ft.): **No Data**

Distance to Septic Field or other concentrated contamination (ft.): **No Data**

Distance to Septic Tank (ft.): **No Data**

Method of Verification: **No Data**

Surface Completion: **Surface Slab Installed**

Water Level: **154 ft.** below land surface on **2004-05-12** Measurement Method: **Unknown**

Packers: **No Data**

Type of Pump: **No Data**

Well Tests: **No Test Data Specified**

Water Quality:

Strata Depth (ft.)	Water Type
No Data	**No Data**

Chemical Analysis Made: **No**

Did the driller knowingly penetrate any strata which contained injurious constituents?: **No**

Certification Data: The driller certified that the driller drilled this well (or the well was drilled under the driller's direct supervision) and that each and all of the statements herein are true and correct. The driller understood that failure to complete the required items will result in the report(s) being returned for completion and resubmittal.

Company Information: **White Drilling Company, Inc.**

P.O. Box 906
Clyde, TX 79510

Driller Name: **John W. White** License Number: **5044**

Comments: **No Data**

Lithology:
DESCRIPTION & COLOR OF FORMATION MATERIAL

Top (ft.)	Bottom (ft.)	Description
0	**1**	**Caliche.**
1	**7**	**Red sand.**
7	**16**	**Caliche.**
16	**21**	**Red sand.**
21	**32**	**Red clayey sand w/caliche.**
32	**54**	**Tan & red sand.**
54	**82**	**Yellow sandstone.**
82	**87**	**Yellow shale.**
87	**140**	**Yellow sandstone.**
140	**158**	**Red shale.**
158	**315**	**Red & yellow sandstone.**

Casing:
BLANK PIPE & WELL SCREEN DATA

Dia. (in.) New/Used Type Setting From/To (ft.)
4.0 New PVC Riser 0.0 to 135.0 Sch.40
4.0 New PVC Screen 135.0 to 295.0 .020

IMPORTANT NOTICE FOR PERSONS HAVING WELLS DRILLED CONCERNING CONFIDENTIALITY

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Texas Department of Licensing and Regulation
P.O. Box 12157
Austin, TX 78711
(512) 334-5540

STATE OF TEXAS WELL REPORT for Tracking #145186

Owner:	**City of Midland**	Owner Well #:	**MH-15**
Address:	**300 N. Loriane Midland, TX 79701**	Grid #:	**46-06-3**
Well Location:	**T-Bar Water Well Field-NW of Kermit Hwy., 302 & CR 101 Kermit, TX**	Latitude:	**31° 57' 42" N**
		Longitude:	**103° 17' 07" W**
Well County:	**Winkler**	Elevation:	**No Data**

Type of Work: **New Well** Proposed Use: **Monitor**

Drilling Start Date: **6/10/2008** Drilling End Date: **6/13/2008**

	Diameter (in.)	*Top Depth (ft.)*	*Bottom Depth (ft.)*
Borehole:	**7.875**	**0**	**590**

Drilling Method: **Mud (Hydraulic) Rotary**

Borehole Completion: **Filter Packed; Open Hole; Straight Wall**

	Top Depth (ft.)	*Bottom Depth (ft.)*	*Filter Material*	*Size*
Filter Pack Intervals:	**110**	**590**	**Gravel**	**8/16**

	Top Depth (ft.)	*Bottom Depth (ft.)*	*Description (number of sacks & material)*
Annular Seal Data:	**0**	**10**	**17/Cement**
	10	**110**	**44/Bent.Pellets**

Seal Method: **Hand Mix**

Sealed By: **Driller**

Distance to Property Line (ft.): **No Data**

Distance to Septic Field or other concentrated contamination (ft.): **No Data**

Distance to Septic Tank (ft.): **No Data**

Method of Verification: **No Data**

Surface Completion: **Surface Slab Installed**

Water Level: **136.62 ft.** below land surface on **2008-06-13** Measurement Method: **Unknown**

Packers: **No Data**

Type of Pump: **No Data**

Well Tests: **No Test Data Specified**

Water Quality:

Strata Depth (ft.)	Water Type
136.62	**sweet**

Chemical Analysis Made: **No**

Did the driller knowingly penetrate any strata which contained injurious constituents?: **No**

Certification Data: The driller certified that the driller drilled this well (or the well was drilled under the driller's direct supervision) and that each and all of the statements herein are true and correct. The driller understood that failure to complete the required items will result in the report(s) being returned for completion and resubmittal.

Company Information: **White Drilling Company, Inc.**

P.O. Box 906
Clyde, TX 79510

Driller Name: **John W. White** License Number: **5044**

Apprentice Name: **Joseph C. Blackburn III** Apprentice Number: **58044**

Comments: **No Data**

Lithology:
DESCRIPTION & COLOR OF FORMATION MATERIAL

Top (ft.)	Bottom (ft.)	Description
0	**7**	**Brown sand.**
7	**12**	**Caliche.**
12	**53**	**Brown sand.**
53	**80**	**Sandstone.**
80	**210**	**Brown sandy clay.**
210	**590**	**Reddish brown sand.**

Casing:
BLANK PIPE & WELL SCREEN DATA

Dia. (in.) New/Used Type Setting From/To (ft.)
4.0 New PVC Riser 0.0 to 130.0 Sch. 40
4.0 New PVC Screen 130.0 to 590.0 .020

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Austin, TX 78711
(512) 334-5540

STATE OF TEXAS WELL REPORT for Tracking #346917

Owner:	**Heritage Standard Corporation**	Owner Well #:	**HRW-3**
Address:	**3131 McKinney Ave., Suite 710 Dallas, TX 75204**	Grid #:	**46-06-5**
Well Location:	**CR 101, TBar Well Field, Tubb 1A Location Kermit, TX**	Latitude:	**31° 57' 09" N**
		Longitude:	**103° 17' 55" W**
Well County:	**Winkler**	Elevation:	**No Data**

****This well has been plugged**** **Plugging Report Tracking #101849**

Type of Work: **New Well** Proposed Use: **Monitor**

Drilling Start Date: **10/28/2013** Drilling End Date: **10/30/2013**

	Diameter (in.)	*Top Depth (ft.)*	*Bottom Depth (ft.)*
Borehole:	**10**	**0**	**212**

Drilling Method: **Mud (Hydraulic) Rotary**

Borehole Completion: **Filter Packed**

	Top Depth (ft.)	*Bottom Depth (ft.)*	*Filter Material*	*Size*
Filter Pack Intervals:	**135**	**212**	**Gravel**	**8/16 Sand**

	Top Depth (ft.)	*Bottom Depth (ft.)*	*Description (number of sacks & material)*
Annular Seal Data:	**0**	**2**	**2- Cement**
	2	**135**	**57 Bent HP**

Seal Method: **Top Load**

Sealed By: **Driller**

Distance to Property Line (ft.): **No Data**

Distance to Septic Field or other concentrated contamination (ft.): **No Data**

Distance to Septic Tank (ft.): **No Data**

Method of Verification: **No Data**

Surface Completion: **Surface Slab Installed**

Water Level: **148.38 ft.** below land surface on **2013-10-30** Measurement Method: **Unknown**

Packers: **No Data**

Type of Pump: **No Data**

Well Tests: **Pump** **Yield: 10 GPM with 42.71 ft. drawdown after 2 hours**

Water Quality:

Strata Depth (ft.)	Water Type
No Data	**No Data**

Chemical Analysis Made: **No**

Did the driller knowingly penetrate any strata which contained injurious constituents?: **No**

Certification Data: The driller certified that the driller drilled this well (or the well was drilled under the driller's direct supervision) and that each and all of the statements herein are true and correct. The driller understood that failure to complete the required items will result in the report(s) being returned for completion and resubmittal.

Company Information: **Straub Corporation**

P O Box 192
Stanton, TX 79782

Driller Name: **Raymond Straub Jr** License Number: **4456**

Comments: **No Data**

Lithology:
DESCRIPTION & COLOR OF FORMATION MATERIAL

Top (ft.)	Bottom (ft.)	Description
0	**8**	**Gray/Brown Clayey Sand (Fill)**
8	**12**	**Sandy Caliche**
12	**19**	**Light Brown Calcareous Sand**
19	**38**	**Red/Brown Sand w/Black Particles/Calcareous Particles**
38	**53**	**Red/Brown Sand-Slight Clay/Black Particles/Alternating Calcareous Sand Lenses**
53	**63**	**Very Dense Light Brown Calcareous Sand/Alternating Lenses**
63	**83**	**Very Dense Light brown Calcareous Sandstone**
83	**84**	**Light Brown Clayey Sand**
84	**93**	**Dense Light Brown Calcareous Sand**
93	**97**	**Light Brown Coarse Sandw/Black Particles**
97	**100**	**Light Tan Coarse Sand/Fine Gravel w/Trace Tan Clay**
100	**103**	**Very Dense Dark Red/Brown Sandstone**
103	**108**	**Tan Clayey Sand**

Casing:
BLANK PIPE & WELL SCREEN DATA

Dia. (in.)	New/Used	Type	Setting From/To (ft.)
6	**N**	**FJPVC**	**Screen 200-140 .020**
6	**N**	**FJPVC**	**Riser 140-+24"**
6	**N**	**FJPVC**	**Riser 210-200**

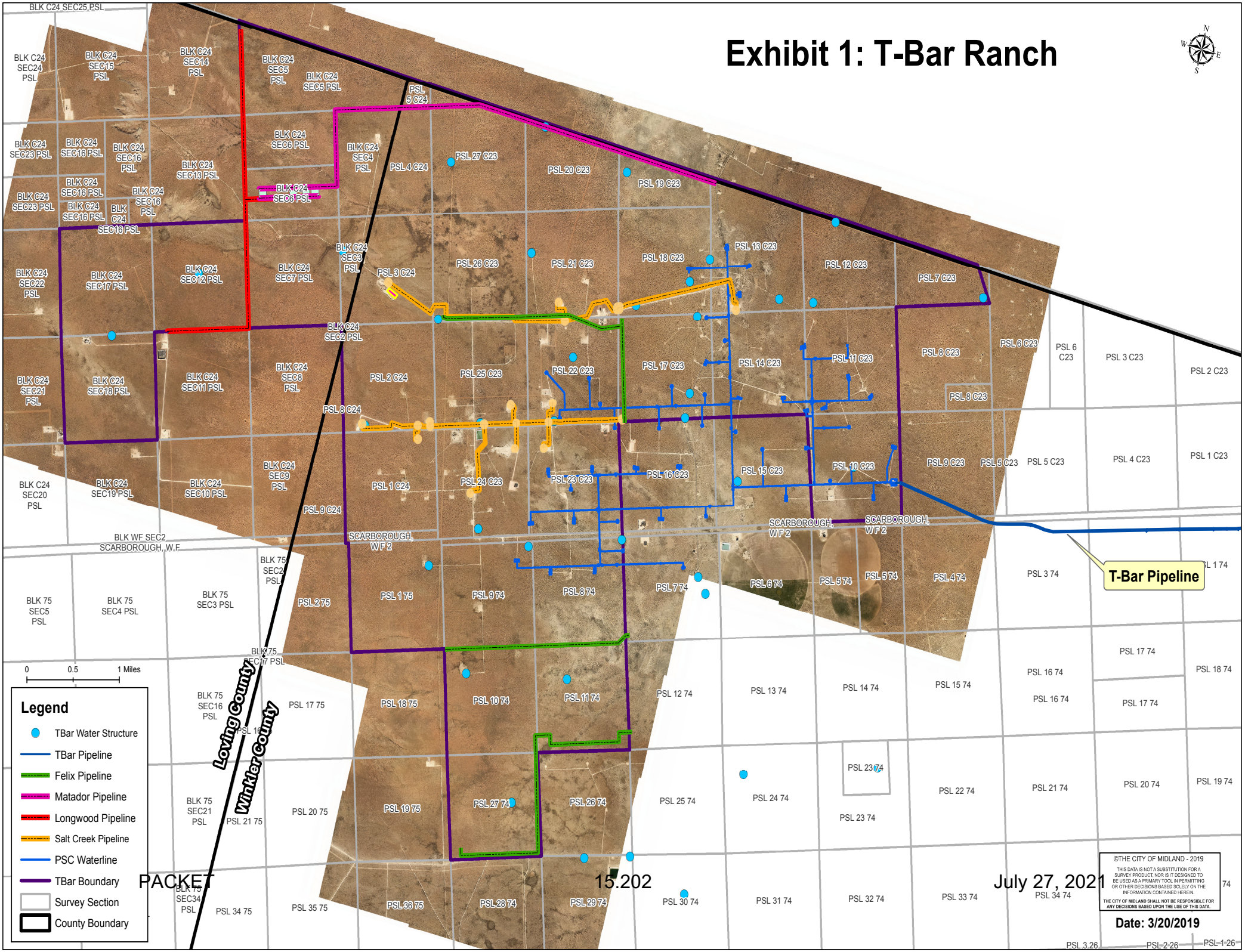
108	**121**	**Light Brown/Tan Coarse Sandstone w/Black Particles & Sandstone Conglomerate**
121	**137**	**Light Brown/Tan Sandstone w/Tan Clay**
137	**144**	**Light Brown/Tan Sandy Clay**
144	**153**	**Light Gray Sandy Clay**
153	**166**	**Dark Tan/Red Clay**
166	**169**	**Tan/Gray Sandstone**
169	**178**	**Tan Sandy Clay w/ Medium Dense Interbedded Sandstone**
178	**180**	**Alternating Gray/Tan Sandy Clay w/ Interbedded Sandstone Lenses**
180	**183**	**Gray Clay**
183	**193**	**Alternating Red/Gray Clay w/ Interbedded Sandstone Lenses**
193	**195**	**Red/Brown Clay w/InterbeddedSandstone Lenses**
195	**199**	**Tan Silt Stone**
199	**209**	**Red/Gray Clay**
209	**211**	**Gray Silt Stone**
211	**212**	**Red Clay**

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Texas Department of Licensing and Regulation
P.O. Box 12157
Austin, TX 78711
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Exhibit 1: T-Bar Ranch
T-Bar Pipeline
Loving County
Winkler County
SCARBOROUGH, W F 2
BLK WF SEC2 SCARBOROUGH, W F
0
0.5
1 Miles
Legend
TBar Water Structure
TBar Pipeline
Felix Pipeline
Matador Pipeline
Longwood Pipeline
Salt Creek Pipeline
PSC Waterline
TBar Boundary
Survey Section
County Boundary
©THE CITY OF MIDLAND - 2019
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.
Date: 3/20/2019

City Council Meeting

Item Number: 16

Meeting Date: July 27, 2021

To: City Council / City Manager

From: John Simmons, Manager, Right-of-Way

Subject: Motion authorizing the execution of a Right-of-Way License (21-329-012) between the City of Midland and Environmental Disposal Systems, LLC, regarding City-owned property described as Section 24, Block 37, Township 3 South, T&P RR Co. Survey, Midland County, Texas (DISTRICT: NONE) (UTILITIES)

Purpose:

This motion will provide a 30' wide right of way a for a 16", SDR-11 type produced water pipeline, in section 24. This right of way will allow Environmental Disposal Systems to move produced water in support of parent company, Endeavor Energy's production operations under the current SUA. This parcel is located at the southern edge of the Spraberry Farm that is not used for current City operations.

Recommended City Council Action:

Approve

Fiscal Impact:

Application fee (one time): $1,000

Annual Lease Rate,

Produced Water Pipeline ($20/rod * 478.26): $ 9,565.20

Surface Damages: one time

Pipeline (478.26 rods x $10/rod): $4,782.60

Total Collected: $15,347.80

Discussion:

Environmental Disposal Systems, LLC is a wholly owned subsidiary of Endeavor Energy, this pipeline will support mineral recovery operations on this property and adjacent privately owned property. This right of way will include an additional 20’ wide temporary construction area. Pipeline will be buried a minimum 48” deep.

Current Certificate of Insurance is on file.

City Secretary will record all documents.

Morris Williams Jr.

City Manager’s Office

RIGHT OF WAY LICENSE

THE STATE OF TEXAS	§	
	§	KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF MIDLAND	§	

Date:	July 28, 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:	Environmental Disposal Systems, LLC
Licensee's Representative:	**Robert Booth**
Licensee's Mailing Address:	110 N. Marienfeld St. Midland, Texas 79701
Property:	See **Exhibit A** attached hereto and incorporated herein for all purposes.

Licensee desires use of property owned by Licensor in Midland County, Texas (the "Property"), for purposes set forth below. Licensee acknowledges and agrees that it must obtain a license (the "License") in order to use the public lands of Licensor.

W I T N E S S E T H:

For and in consideration of the execution of this License and the mutual promises and covenants of the parties hereto, it is mutually promised, understood and agreed as follows:

I. Term

A. Initial Term. This License shall be for a term of five (5) years (the "Initial Term"), commencing with the date of this License (the "Commencement Date") unless terminated earlier as provided hereafter.

B. Renewal Term. This License shall automatically renew at the end of the Initial Term for one (1) additional term of five (5) years, upon the written request of Licensee received by Licensor on or before one hundred twenty (120) days prior to the expiration of the Initial Term then in effect, subject to the express written consent of the governing body of Licensor.

C. Termination. Licensor may terminate this License if Licensee fails to pay, when due, any amount owing under this License and that failure continues for sixty (60) days or, if Licensee

commits any material breach or material default in performance of any obligation, prohibition, restriction, provision or covenant contained in this License, and the breach or default continues for a period of thirty (30) days after Licensor delivers notice to Licensee reasonably detailing the breach or default.

Additionally, Licensor may terminate this License at will for any or no reason upon giving at least three hundred sixty-five (365) days' written notice to Licensee. The parties to this License understand and agree that it is in Licensor's sole discretion to cancel the License during the term of the License without penalty to Licensor. Licensee has no expectation and has received no guarantees that this License will not be terminated before the end of the License term. The parties have bargained for the flexibility of terminating this License upon tender of the requisite notice at any time during the term of the License. All work and services under the License shall be suspended upon termination of the License becoming effective.

Upon termination of this License, Licensee shall remove all equipment and structures associated with the undertakings contemplated by this License. After removal of all equipment and structures associated with the undertakings contemplated by this License, the surface shall be restored at the expense of Licensee to its original condition, as close thereto as may be practical, subject to the approval of Licensor upon inspection by Licensor's Representative, which approval shall not be unreasonably withheld. All of said work shall be completed within one hundred and eighty (180) days after termination of this License.

II. Financial Consideration

A. License Fee. The first year's license fee in the amount of NINE THOUSAND FIVE HUNDRED SIXTY-FIVE and 20/100 Dollars ($9,565.20) 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 THOUSAND SEVEN HUDNRED EIGHTY-TWO and 60/100 Dollars ($4,782.60), payable on or prior to the Commencement Date.

C. Annual Fee. Licensee shall pay to Licensor an annual fee in the amount of NINE THOUSAND FIVE HUNDRED SIXTY-FIVE and 20/100 Dollars ($9,565.20), 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 fifty (50) feet in width of the pipeline location as shown on **Exhibit A** attached hereto and incorporated herein for the purpose of placing, constructing, operating, repairing, maintaining, replacing and removing, thereon, along the herein described pipeline locations, a SDR-11type pipeline, not to exceed sixteen (16) inches in diameter, for the transportation of produced water, 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 forty-eight (48) 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 (except to the extent of Licensor's gross negligence or willful misconduct) be liable to Licensee for any damage so caused to Licensee's system or property, **NOR SHALL LICENSOR BE LIABLE TO LICENSEE FOR ANY DAMAGES TO LICENSEE'S PIPELINE(S), CASING, OR COMPRESSOR STATION, ARISING OUT OF THE NEGLIGENCE, BUT EXCLUDING THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, OF LICENSOR, ITS EMPLOYEES, OFFICERS OR AGENTS, OR LICENSOR'S CONTRACTORS OR SUBCONTRACTORS.** If Licensor requires Licensee to remove, alter, change, adapt, or conform Licensee's facilities because of changes in the grade or construction of a street or in the location or manner of constructing a water pipe, sewer pipe, or other surface, underground or aboveground structure owned by Licensor, Licensee shall make the alterations or changes as soon as practicable, and in no event longer than one hundred eighty (180) days, when ordered in writing by Licensor, without claim for reimbursement for the cost of the relocation or for damages against Licensor. If these requirements impose a financial hardship upon Licensee, Licensee shall have the right to present alternative proposals for Licensor's consideration.

G. Non-exclusive. Licensor expressly reserves the full right to grant other easements or rights of way crossing or running parallel with the rights of way used by Licensee.

H. Abandonment. It is especially provided, however, that as an express condition of this License, and not as a mere covenant, in the event Licensee abandons any equipment or appurtenances to the undertakings contemplated by this License, or the Property ceases to be used for the purposes enumerated herein for any period of twelve (12) consecutive months, or longer, other than the time elapsing between the date hereof and construction, and upon giving Licensee one hundred and twenty (120) days' written notice, then and in that event, this License shall automatically revert to Licensor, its successors or assigns, free and clear of any right, title, or interest in Licensee, or any re-entry by Licensor.

I. Approval of Specifications. In the event Licensee desires to reconstruct, repair, maintain, replace or remove any pipeline or casing system built hereunder, Licensee shall submit the plans and specifications that pertain to the rebuilding or repairs of Licensor's streets and roads and the rebuilding or repairs of any of Licensor's public utilities to Licensor's Representative for his or her approval. In the event of emergency repairs necessary to restore service, Licensee shall notify Licensor's Representative before making any repairs if during a Licensor work day. If not on a work day, Licensee shall notify Licensor's Representative on the first work day after repairs have begun.

J. Gates and Fences. Licensee agrees to use existing gates and roadways where available, to enter, leave and cross the Property; provided that Licensee shall not use any road marked "Closed."

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
Excess Liability:	$10,000,000.00 each occurrence $10,000,000.00 aggregate

The Commercial General Liability shall be on an occurrence basis. This insurance shall name Licensor as an additional insured and all insurance shall waive subrogation in favor of Licensor.

The Workers' Compensation coverage provided by Licensee shall inure to the benefit of employees injured during the course and scope of their employment by Licensee pursuant to this License. The Workers' Compensation insurance shall waive all rights of subrogation against Licensor.

The Business Automobile Liability insurance provided by Licensee shall cover any auto for bodily injury and property damage, including owned vehicles, hired and non-owner vehicles, and employee non-ownership, and the amount of such policy shall be a minimum of $1,000,000.00 covering any vehicle used for the execution of the work that is the subject of this License. This insurance shall name Licensor as an additional insured and all insurance shall waive subrogation in favor of Licensor.

The parties agree that, prior to the execution of the License, Licensee shall provide one or more certificates of insurance showing that the requirements of this article have been met. This decision shall be in Licensor's sole discretion.

Licensor shall be provided the notice by Licensee's insurance provider not later than thirty (30) days prior to any reduction or termination of such coverage. Licensor shall not be required to provide any insurance whatsoever pursuant to this License.

Licensee shall contractually require all contractors, subcontractors, and sub-subcontractors that

work on any portion of the work that is the subject of this License to obtain insurance coverage that meets or exceeds the policy requirements and minimum amounts as required by Licensee, and name the City of Midland as an additional insured. Licensee certifies that the one or more certificates of insurance provided as required herein complies with the requirements of Chapter 1811 of the Texas Insurance Code. Licensee shall not use an unapproved certificate of insurance or insert inappropriate language on a certificate. Compliance with state law is the sole responsibility of Licensee.

B. Indemnity. LICENSEE SHALL INDEMNIFY AND HOLD HARMLESS AND DEFEND LICENSOR, AND ALL OF LICENSOR'S OFFICERS, AGENTS AND EMPLOYEES FROM ALL SUITS, ACTIONS, CLAIMS, DAMAGES, PERSONAL INJURIES, ACCIDENTAL DEATH, PROPERTY DAMAGE, LOSSES AND EXPENSE OF ANY CHARACTER WHATSOEVER, INCLUDING REASONABLE ATTORNEY'S FEES, BROUGHT FOR OR ON ACCOUNT OF ANY INJURIES OR DAMAGES RECEIVED OR SUSTAINED BY ANY PERSON OR PERSONS OR PROPERTY ON ACCOUNT OF ANY NEGLIGENT ACT OF LICENSEE, LICENSEE'S OFFICERS, AGENTS OR EMPLOYEES, WHETHER SUCH NEGLIGENT ACT WAS THE SOLE PROXIMATE CAUSE OF THE INJURY OR DAMAGE OR A PROXIMATE CAUSE JOINTLY AND CONCURRENTLY WITH LICENSEE OR LICENSEE'S EMPLOYEES', AGENTS' OR SUBCONTRACTORS' NEGLIGENCE, IN THE EXECUTION, SUPERVISION AND OPERATIONS GROWING OUT OF OR IN ANY WAY CONNECTED WITH THE PERFORMANCE OF THIS LICENSE INCLUDING SUCH NEGLIGENT ACTS ARISING FROM OR IN ANY WAY CONNECTED WITH THE PLACEMENT, CONSTRUCTION, OPERATION, REPAIR, MAINTENANCE, REPLACEMENT OR REMOVAL OF ANY PART OF LICENSEE'S PIPELINE(S),CASING SYSTEM, OR COMPRESSOR STATION IN LICENSOR'S RIGHT OF WAY. LICENSEE WILL BE REQUIRED TO PAY ANY JUDGMENT WITH COSTS WHICH MAY BE OBTAINED AGAINST LICENSOR OR ANY OF ITS OFFICERS, AGENTS OR EMPLOYEES, INCLUDING REASONABLE ATTORNEY'S FEES, BUT ONLY TO THE EXTENT LICENSEE OWES LICENSOR AN INDEMNITY UNDER THIS PARAGRAPH.

LICENSEE AGREES THAT LICENSEE SHALL INDEMNIFY AND SAVE LICENSOR HARMLESS FROM ALL CLAIMS GROWING OUT OF ANY DEMANDS OF SUBCONTRACTORS, LABORERS, WORKMEN, MECHANICS, MATERIALMEN, AND FURNISHERS OF MACHINERY AND PARTS THEREOF, EQUIPMENT, POWER TOOLS, ALL SUPPLIES, CONSTRUCTION, OPERATION, REPAIR, MAINTENANCE, REPLACEMENT OR REMOVAL OF THE PIPELINE(S), CASING SYSTEM, OR COMPRESSOR STATION DESCRIBED HEREIN.

LICENSEE SHALL INDEMNIFY AND HOLD HARMLESS AND DEFEND LICENSOR, AND ALL OF LICENSOR'S OFFICERS, AGENTS OR EMPLOYEES FROM ALL SUITS, ACTIONS, CLAIMS, DAMAGES, PERSONAL INJURIES, ACCIDENTAL DEATH, PROPERTY DAMAGE, LOSSES AND EXPENSE OF ANY CHARACTER WHATSOEVER, INCLUDING REASONABLE ATTORNEY'S FEES, BROUGHT FOR OR ON ACCOUNT OF ANY INJURIES OR DAMAGES RECEIVED OR SUSTAINED BY ANY PERSON OR PERSONS OR PROPERTY ON ACCOUNT OF ANY NEGLIGENT ACT OF LICENSOR, LICENSOR'S OFFICERS, AGENTS OR EMPLOYEES, WHETHER SUCH NEGLIGENT ACT WAS THE SOLE PROXIMATE CAUSE OF THE

INJURY OR DAMAGE OR A PROXIMATE CAUSE JOINTLY AND CONCURRENTLY WITH LICENSEE OR LICENSEE'S EMPLOYEES', AGENTS' OR SUBCONTRACTORS' NEGLIGENCE, IN THE EXECUTION, SUPERVISION AND OPERATIONS GROWING OUT OF OR IN ANY WAY CONNECTED WITH THE PERFORMANCE OF THIS LICENSE INCLUDING SUCH NEGLIGENT ACTS ARISING FROM OR IN ANY WAY CONNECTED WITH THE PLACEMENT, CONSTRUCTION, OPERATION, REPAIR, MAINTENANCE, REPLACEMENT OR REMOVAL OF ANY PART OF LICENSEE'S PIPELINE(S),CASING SYSTEM, OR COMPRESSOR STATION IN LICENSOR'S RIGHT OF WAY. LICENSEE WILL BE REQUIRED TO PAY ANY JUDGMENT WITH COSTS WHICH MAY BE OBTAINED AGAINST LICENSOR OR ANY OF ITS OFFICERS, AGENTS OR EMPLOYEES, INCLUDING REASONABLE ATTORNEY'S FEES.

LICENSEE SHALL INDEMNIFY AND HOLD HARMLESS AND DEFEND LICENSOR, AND ALL OF LICENSOR'S OFFICERS, AGENTS AND EMPLOYEES FROM ALL CLAIMS, LOSSES, DAMAGES, LIABILITIES, LIENS, FINES, PENALTIES, CAUSES OF ACTION, SUITS, CHARGES, JUDGMENTS, ADMINISTRATIVE ORDERS, REMEDIATION REQUIREMENTS, ENFORCEMENT ACTIONS OF ANY KIND, AND ALL COSTS AND EXPENSES OF ANY CHARACTER WHATSOEVER, INCLUDING REASONABLE ATTORNEY'S FEES, BROUGHT FOR OR ON ACCOUNT OF FAILURE OF LICENSEE, ANY CONTRACTOR, SUBCONTRACTOR, ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY THEM, OR ANYONE THAT THEY CONTROL OR EXERCISE CONTROL OVER TO COMPLY WITH ALL APPLICABLE LOCAL, FEDERAL AND/OR STATE ENVIRONMENTAL LAWS, INCLUDING BUT NOT LIMITED TO THE RESOURCE CONSERVATION AND RECOVERY ACT (RCRA) AND THE COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION, AND LIABILITY ACT (CERCLA) (AS THEY MAY BE REAUTHORIZED AND/OR AMENDED) AND ALL OTHER LOCAL, FEDERAL AND STATE LAWS, IN CONNECTION WITH OR RELATED TO ANY OF LICENSEE'S OPERATIONS OR ACTIVITIES ON THE PROPERTY, OR ANY OF LICENSEE'S HANDLING, STORING, RELEASING, TRANSPORTING OR DISPOSING OF ALL SUBSTANCES, INCLUDING, BUT NOT LIMITED TO HAZARDOUS SUBSTANCES AND HAZARDOUS WASTES, ON OR FROM THE PROPERTY OR ANY OTHER LANDS OF LICENSOR.

NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, THE PARTIES HEREBY EXPRESSLY WAIVE THEIR RIGHT TO RECOVER ANY PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES ARISING OUT OF THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY. FURTHERMORE, IN NO EVENT SHALL LICENSEE'S INDEMNIFICATION OBLIGATIONS HEREUNDER EXTEND TO ANY CLAIMS, DAMAGES, INJURIES, DEATH, DAMAGES, LOSSES OR EXPENSES OF ANY CHARACTER WHATSOEVER TO THE EXTENT ARISING OUT TO THE GROSS NEGLIGENCE OF WILLFUL MISCONDUCT OF LICENSOR OR ANY OF LICENSOR'S OFFICERS, AGENTS, CONTRACTORS, SUBCONTRACTORS OR EMPLOYEES.

C. Assignment. The rights granted by this License inure to the benefit of Licensee. The rights and privileges shall not be assignable by Licensee without the express written consent of Licensor's

City Manager. Any required consent is to be evidenced by a letter written by Licensor's City Manager that fully recites the terms and conditions, if any, upon which consent is given. The granting of consent is in the sole discretion of Licensor's City Manager.

D. Independent Contractor. It is expressly understood and agreed that Licensee shall perform all work and services described herein as an independent contractor and not as an officer, agent, servant or employee of Licensor; that Licensee shall have exclusive control of and the exclusive right to control the details of the services and work performed hereunder, and all persons performing the same; and shall be solely responsible for the acts and omissions of its officers, agents, employees, contractors and subcontractors; that the doctrine of respondeat superior shall not apply as between Licensor and Licensee, its officers, agents, employees, contractors and subcontractors; and that nothing herein shall be construed as creating a partnership or joint enterprise between Licensor and Licensee. No person performing any of the work and services described hereunder shall be considered an officer, agent, servant or employee of Licensor. Further, it is specifically understood and agreed that nothing in this License is intended or shall be construed as creating a "Community of Pecuniary Interest" or "An Equal Right of Control" which would give rise to vicarious liability. Licensee shall be an independent contractor under this License and shall assume all of the rights, obligations and liabilities applicable to it as such independent contractor hereunder. Licensor does not have the power to direct the order in which the work is done. Licensor shall not have the right to control the means, methods or details of Licensee's work. Licensee shall assume exclusive responsibility for the work. Licensee is entirely free to do the work in its own way.

E. Waiver of Attorney Fees. BY EXECUTING THIS LICENSE, LICENSEE AGREES TO WAIVE, AND DOES HEREBY KNOWINGLY, CONCLUSIVELY, VOLUNTARILY AND INTENTIONALLY WAIVE, ANY CLAIM IT HAS OR MAY HAVE IN THE FUTURE AGAINST LICENSOR REGARDING THE AWARD OF REASONABLE ATTORNEY'S FEES, WHICH ARE IN ANY WAY RELATED TO THE LICENSE OR THE CONSTRUCTION OR INTERPRETATION OF THE LICENSE. LICENSEE SPECIFICALLY AGREES THAT IF LICENSEE BRINGS OR COMMENCES ANY LEGAL ACTION OR PROCEEDING RELATED TO THIS LICENSE, THE CONSTRUCTION, INTERPRETATION, VALIDITY OR BREACH OF THIS LICENSE, INCLUDING BUT NOT LIMITED TO ANY ACTION PURSUANT TO THE PROVISIONS OF THE TEXAS UNIFORM DECLARATORY JUDGMENTS ACT (TEXAS CIVIL PRACTICE AND REMEDIES CODE SECTION 37.001, ET SEQ., AS AMENDED), OR CHAPTER 271 OF THE TEXAS LOCAL GOVERNMENT CODE, LICENSEE AGREES TO ABANDON, WAIVE AND RELINQUISH ANY AND ALL RIGHTS TO THE RECOVERY OF REASONABLE ATTORNEY'S FEES TO WHICH LICENSEE MIGHT OTHERWISE BE ENTITLED.

LICENSEE AGREES THAT THIS IS THE VOLUNTARY AND INTENTIONAL RELINQUISHMENT AND ABANDONMENT OF A PRESENTLY EXISTING, KNOWN RIGHT. LICENSEE ACKNOWLEDGES THAT IT UNDERSTANDS ALL TERMS AND CONDITIONS OF THIS LICENSE. LICENSEE FURTHER ACKNOWLEDGES AND AGREES THAT THERE WAS AND IS NO DISPARITY OF BARGAINING POWER BETWEEN LICENSOR AND LICENSEE. THIS SECTION SHALL NOT BE CONSTRUED OR INTERPRETED AS A WAIVER OF GOVERNMENTAL IMMUNITY.

LICENSEE AND LICENSOR ARE RELYING ON THEIR OWN JUDGMENT. EACH PARTY HAD THE OPPORTUNITY TO DISCUSS THIS LICENSE WITH LEGAL COUNSEL PRIOR TO ITS EXECUTION.

F. Governing Law & Venue. All performance and payment made pursuant to this License shall be deemed to have occurred in Midland County, Texas. Exclusive venue for any claims, suits or any other action arising from or connected in any way to this License or the performance of this License shall be in Midland County, Texas. The obligations and undertakings of each of the parties to this License shall be deemed to have been performed in Midland County, Texas. This License shall be construed, interpreted and enforced under the laws of the State of Texas. The laws of the State of Texas shall govern, construe and enforce all the rights and duties of the parties, including but not limited to tort claims and any and all other claims or disputes, arising from or relating in any way to the subject matter of this License, without regard to conflict of laws and rules that would direct application of the laws of another jurisdiction.

G. Release. NOTWITHSTANDING ANY OTHER PROVISIONS OF THIS LICENSE, LICENSEE HEREBY RELEASES, ACQUITS, RELINQUISHES AND FOREVER DISCHARGES LICENSOR, LICENSOR'S EMPLOYEES AND OFFICERS FROM ANY AND ALL DEMANDS, CLAIMS, DAMAGES OR CAUSES OF ACTION OF ANY KIND WHATSOEVER WHICH LICENSEE HAS OR MIGHT HAVE IN THE FUTURE WITH REGARDS TO THIS LICENSE, INCLUDING BUT NOT LIMITED TO BREACH OF CONTRACT, QUANTUM MERUIT, TORT CLAIMS, LICENSOR'S NEGLIGENCE OR CLAIMS UNDER THE DUE PROCESS AND TAKINGS CLAUSES OF THE TEXAS AND UNITED STATES CONSTITUTIONS; PROVIDED, HOWEVER, THAT SAID RELEASE SHALL NOT EXTEND TO ANY DEMANDS, CLAIMS, DAMAGES OR CAUSES OF ACTION RELATING TO INTENTIONAL MISCONDUCT OR GROSS NEGLIGENCE ON THE PART OF LICENSOR.

H. Governmental Immunity. By executing this License, Licensor is not waiving its right of governmental immunity. Licensor is retaining its immunity from suit. Licensor is not granting consent to be sued by legislative resolution or action. **THERE IS NO WAIVER OF GOVERNMENTAL IMMUNITY.**

I. Third Party Beneficiary. Licensor's approval of this License does not create a third party beneficiary. There is no third party beneficiary to this License. No person or entity who is not a party to this License shall have any third party beneficiary or other rights hereunder.

J. Notices. Any notice or communication required in the administration of this License shall be sent by certified mail, return receipt requested, to the parties' respective mailing addresses as set forth hereinabove.

K. Notice of Alleged Breach; Statutory Prerequisite. As a condition precedent to filing suit for alleged damages incurred by an alleged breach of an express or implied provision of this License, Licensee or its legal representative, shall give the City Manager, or any other reasonable official of Licensor, notice in writing (consisting of one (1) original and seven (7) copies of notice attached to a copy of this License) of such damages, duly verified, within one hundred eighty (180) days after the same has been sustained. The discovery rule does not apply to the giving of this notice. The notice shall include when, where and how the damages occurred, the apparent extent thereof,

the amount of damages sustained, the amount for which Licensee will settle, the physical and mailing addresses of Licensee at the time and date the claim was presented and the physical and mailing addresses of Licensee for the six (6) months immediately preceding the occurrence of such damages, and the names and addresses of the witnesses upon whom Licensee relies to establish its claim; and a failure to so notify the City Manager within the time and manner provided herein shall exonerate, excuse and except Licensor from any liability whatsoever. Licensor is under no obligation to provide notice to Licensee that Licensee's notice is insufficient. Licensor reserves the right to request reasonable additional information regarding the claim. Said additional information shall be supplied within thirty (30) days after receipt of notice.

The statutory prerequisites outlined herein constitute jurisdictional requirements pursuant to Section 271.154 of the Texas Local Government Code and Section 311.034 of the Texas Government Code. Notwithstanding any other provision, Licensee's failure to comply with the requirements herein shall perpetually bar Licensee's claim for damages under Chapter 271 of the Texas Local Government Code, and Section 311.034 of the Texas Government Code, regardless if Licensor has actual or constructive notice or knowledge of said claim or alleged damages. Licensee agrees that the requirements of this entire License are reasonable.

L. Consideration. The terms of this License are supported by good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties named herein.

M. Waiver of Governmental Immunity; Chapter 271, TEX. LOC. GOV'T CODE. The parties agree that this License does not constitute a License or Contract for providing goods and/or services to Licensor as discussed in Subchapter I of Chapter 271 of the Texas Local Government Code, and Licensor does not waive, to the maximum extent allowed by law, any constitutional, statutory or common law right to sovereign immunity or governmental immunity from liability or suit. Licensor expressly does not consent to be sued or be liable. To the greatest extent allowed by law, nothing in this License constitutes a waiver of Licensor's governmental immunity and the parties expressly agree that this License shall not constitute, nor be interpreted as a waiver of Licensor's governmental immunity under Subchapter I of Chapter 271 of the Texas Local Government Code, nor shall it constitute nor be interpreted as a waiver of Licensor's governmental immunity for the benefit of any third party lacking privity to the License.

This License does not obligate Licensee to use the Property to construct, repair, operate, replace, and maintain Licensor's facilities or structures described herein, it merely prohibits Licensee from using the Property for any other purpose. This License restricts the use of the Property to a specific purpose, but does not require the use of the Property for a specific purpose. This License does not require Licensee to construct, operate, repair, maintain, replace or remove any of Licensee's facilities or structures described herein. Licensee is not providing a service to Licensor but is providing a service to Licensee's customers. Licensee is paying Licensor for a temporary interest in real property not for a service. Any such provision shall be deemed to be a covenant against noncomplying use, not a covenant to use. Licensee's use of the Property in compliance with a restriction shall not constitute a service, and such complying use shall not operate to waive Licensor's governmental immunity.

N. Compliance. Licensee agrees that it shall comply with Texas Government Code Section 2252.908, as amended, to the extent that this statute applies to this License. Licensee agrees that it shall comply with Texas Local Government Code Section 176.006, as amended, to the extent

that this statute applies to this License.

O. Texas Historical Commission Survey. Licensee agrees that it shall comply with Chapter 191 of the Texas Natural Resources Code. By executing this License, Licensee represents that it has contacted the Texas Historical Commission (the "Commission") for the purpose of determining whether the Commission will request that an archaeological survey be completed before Licensee commences operations on the Property, as contemplated herein. Licensee agrees that it shall complete or cause to be completed an archaeological survey before commencing any operations on the Property if the Commission so requests and deliver the same to Licensor. Notwithstanding any provision contained herein, in the event that any site, object, artifact, or other feature of archaeological, scientific, educational, cultural, or historical interest is encountered during the operations authorized by this License, Licensee will immediately notify Licensor and the Commission so that adequate measures may be undertaken to protect or recover such discoveries or findings, as deemed appropriate by Licensor or the Commission.

LICENSOR:
CITY OF MIDLAND, TEXAS

By:_____
Robert Patrick, City Manager

ATTEST:

_____
Amy M. Turner, City Secretary

APPROVED ONLY AS TO FORM:

_____
John Ohnemiller, City Attorney

LICENSEE:
ENVIRONMENTAL DISPOSAL SYSTEMS, LLC

By: _____
Printed Name: Robert Booth
Title: Vice President of Energy Services

THE STATE OF Texas §
§
COUNTY OF Midland §

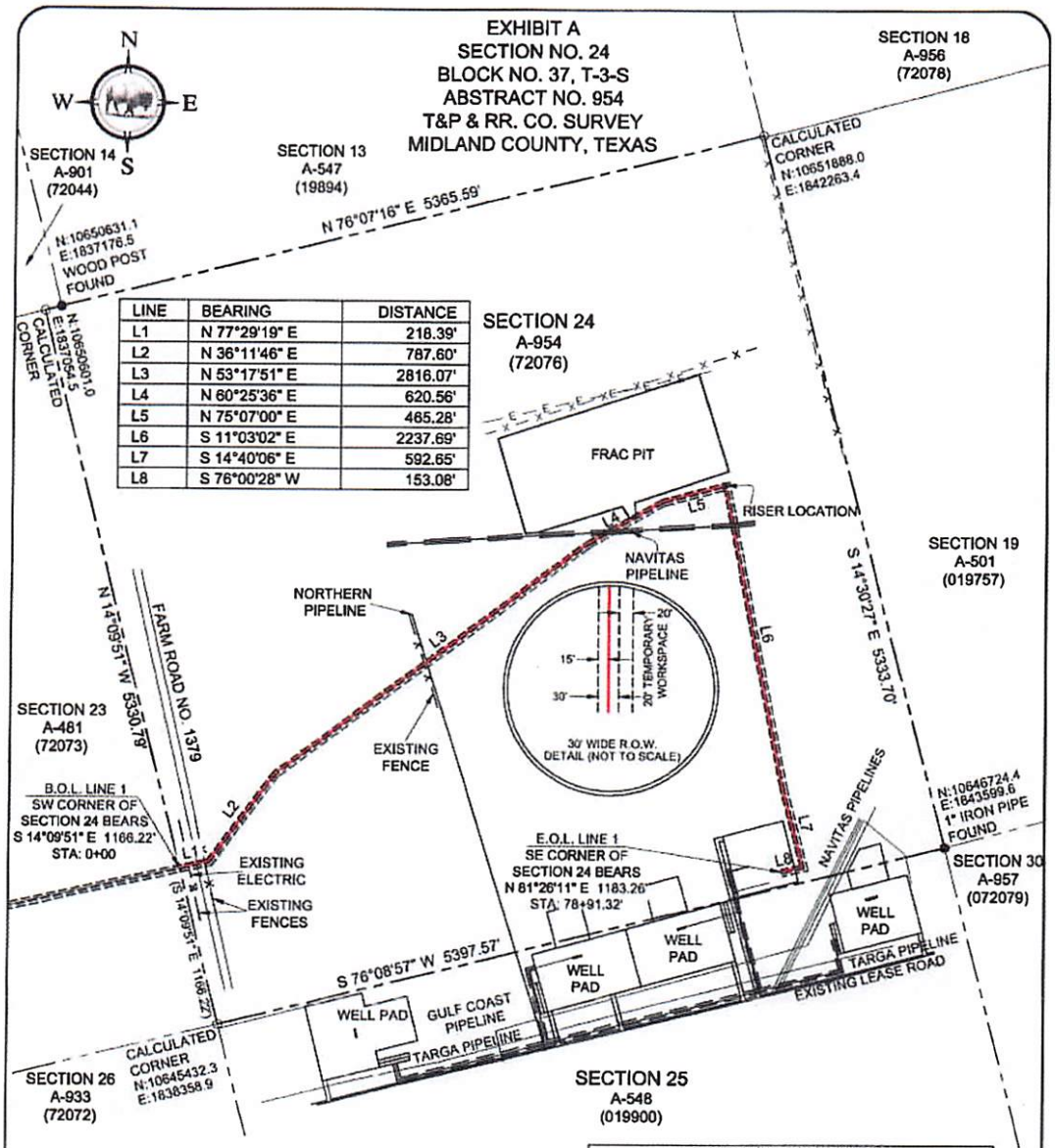
BEFORE ME, the undersigned authority, on this 14 day of July, 2021 personally appeared Robert Booth, Vice President of Energy Services of Endeavor Energy Resources, L.P., sole member of Environmental Disposal Systems, LLC, known to me to be the person and official whose name is subscribed to the foregoing 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 14 day of July, 2021.

_____
Notary Public, State of Texas

ASHLEY YVONNE PITMAN
Notary Public, State of Texas
Comm. Expires 10-04-2021
Notary ID 131304952

EXHIBIT A
SECTION NO. 24
BLOCK NO. 37, T-3-S
ABSTRACT NO. 954
T&P & RR. CO. SURVEY
MIDLAND COUNTY, TEXAS



LINE	BEARING	DISTANCE
L1	N 77°29'19" E	218.39'
L2	N 36°11'46" E	787.60'
L3	N 53°17'51" E	2816.07'
L4	N 60°25'36" E	620.56'
L5	N 75°07'00" E	465.28'
L6	S 11°03'02" E	2237.69'
L7	S 14°40'06" E	592.65'
L8	S 76°00'28" W	153.08'

CENTERLINE COORDINATES		
DESC.	NAD 83 LAT	NAD 83 LON
B.O.L. LINE 1	N:31°52'08.406"	W:101°48'36.982"
E.O.L. LINE 1	N:31°52'08.829"	W:101°47'46.473"

CENTERLINE QUANTITIES	
FEET (GRID)	RODS (GRID)
7891.32	478.26

I, James P. Keene, Registered Professional Land Surveyor No. 5100, do hereby state that the survey map hereon, depicts and describes the results of an actual on the ground survey made on the 14th day of February 2020, Under my direction and supervision. This survey substantially conforms to the Minimum Standards of Practice as approved by the Texas Board of Professional Engineers and Land Surveyors. This statement is not a representation of warranty of title or guarantee of ownership.

This survey was conducted without the benefit of a current title commitment, other easements and restrictions may apply.

Coordinates: NAD 83 Texas Central Zone.
Basis of Bearing is the Texas State Plane Coordinate System Central Zone, NAD 83.
-Distances must be multiplied by a combined scale factor of 1.0001288 to obtain surface distances.
ANY USE OF THIS SURVEY FOR ANY OTHER PURPOSE OR BY OTHER PARTIES SHALL BE AT THEIR RISK AND THE UNDERSIGNED IS NOT RESPONSIBLE FOR ANY LOSS RESULTING THEREOF.

STATE OF TEXAS
REGISTERED
JAMES P. KEENE
5100
PROFESSIONAL
LAND SURVEYOR

1-800-245-4545
WWW.TEXASONECALL.COM
TEXAS ONE CALL SYSTEM
CONSTRUCTION NOTE: UNDER GROUND UTILITIES MUST BE VERIFIED BY CONTRACTOR PRIOR TO EXCAVATING

LEGEND
B.O.L. = BEGINNING OF LINE
E.O.L. = END OF LINE
P.I. = POINT OF INTERSECTION
(CM) = CONTROLLING MONUMENT
-X- = WIRE FENCE
-E- = OVERHEAD ELECTRIC

SCALE: 1" = 1000'
1000 500 0 1000 2000
GRAPHIC SCALE

FIELD DATE: 02/14/20
SCALE: 1" = 1000' | DATE: 01/06/21
DRWN: MTL | APPVD: JPK | CREW: DC
PROJ. NO. 16-02460-S24B37-PROPOSED 30' ROW 16" FRESH & PRODUCED WATER

ENVIRONMENTAL DISPOSAL SYSTEMS
(PROPOSED 16" PRODUCED WATER R.O.W.)
LOCATED IN
SECTION 24, BLOCK 37, T-3-S
T&P & RR. CO. SURVEY
MIDLAND COUNTY, TEXAS

BISON CREEK LAND SERVICES, LLC
WWW.BISON-CREEK.COM COPYRIGHT 2021
FIRM LICENSE NO. 10193860

BISON CREEK LAND SERVICES, LLC 24443 I-20, BLDG. 9, WILLS POINT, TEXAS 75169 PHONE: (903) 873 - 3600

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 10/30/2020

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
MCGRIFF, SEIBELS & WILLIAMS OF TEXAS, INC.
10100 Katy Freeway, #400
Houston, TX 77043

CONTACT NAME:
PHONE (A/C, No, Ext): 713-877-8975 **FAX (A/C, No):** 713-877-8974
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Starr Indemnity & Liability Company	38318
INSURER B : Lloyds of London	
INSURER C : The First Liberty Insurance Corporation	33588
INSURER D : Liberty Insurance Corporation	42404
INSURER E :	
INSURER F :	

INSURED
Endeavor Energy Resources, L.P.
and Per Attached Named Insureds
110 N Marienfeld, Suite 200
Midland, TX 79701

COVERAGES **CERTIFICATE NUMBER:** L86M7RRP **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		
C	X **COMMERCIAL GENERAL LIABILITY** CLAIMS-MADE X OCCUR X Self-Insured Retention $250,000 X Time Element Poll - Incl GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC OTHER:			EB6-641-443771-110	11/01/2020	11/01/2021	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG 	$ $ $ $ $ $ $	2,000,000 2,000,000 4,000,000 4,000,000
C	**AUTOMOBILE LIABILITY** X ANY AUTO X OWNED AUTOS ONLY SCHEDULED AUTOS X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY			AS6-641-443771-100	11/01/2020	11/01/2021	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) 	$ $ $ $ $	2,000,000
A	**UMBRELLA LIAB** X OCCUR X **EXCESS LIAB** CLAIMS-MADE DED RETENTION $			1000095483201	11/01/2020	11/01/2021	EACH OCCURRENCE AGGREGATE 	$ $ $	5,000,000 5,000,000
D	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		WA7-64D-443771-090	11/01/2020	11/01/2021	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ $ $	 1,000,000 1,000,000 1,000,000
B	Excess Liability $5m xs $5m			20XS2H13266	11/01/2020	11/01/2021	Each Occurrence Aggregate	$ $	5,000,000 5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Certificate Holder is included as Additional Insured as respects to General Liability and Automobile Liability as required by written contract subject to policy terms, conditions and exclusions. A Waiver of Subrogation is provided as respects to General Liability, Automobile Liability, Excess Liability and Workers' Compensation as required by written contract subject to policy terms, conditions and exclusions.

CERTIFICATE HOLDER

City of Midland
300 N. Loraine
Midland, TX 79701 PACKET 16.17

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
July 27, 2021

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AGENCY CUSTOMER ID: _____

LOC #: _____

ADDITIONAL REMARKS SCHEDULE

PRODUCER MCGRIFF, SEIBELS & WILLIAMS OF TEXAS, INC.	**INSURED** Endeavor Energy Resources, L.P. and Per Attached Named Insureds
POLICY NUMBER	
CARRIER / **NAIC CODE**	**ISSUE DATE:** 10/30/2020

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: _____ **FORM TITLE:** _____

ENDEAVOR ENERGY RESOURCES, L.P.
Named Insured List:
Endeavor Energy Resources L.P. dba EER Energy Services
Endeavor Energy Resources L.P. dba Energy Services Well Servicing Division fka Endeavor Energy Resources, L.P. dba J & L Well Service
Endeavor Energy Resources L.P. dba Energy Services Roustabout Division fka Endeavor Energy Resources, L.P. dba Compadre Roustabout Service
Endeavor Energy Resources L.P. dba Energy Services Trucking Division fka Endeavor Energy Resources, L.P. dba C & W Transports
Endeavor Energy Resources L.P. dba Energy Services Wireline Division fka Endeavor Energy Resources, L.P. dba Jones Wireline Service
Endeavor Energy Resources, L.P. dba Electrical Maintenance and Construction
Endeavor Energy Resources, L.P. dba ACS Pump & Supply
Endeavor Energy Resources L.P. dba Energy Services Construction Division fka Endeavor Energy Resources, L.P. dba Red Dog Construction
Endeavor Petroleum, LLC
Endeavor Energy Resources L.P. dba Energy Services Vehicle Maintenence Division fka Endeavor Energy Resources, L.P. dba Vehicle Service Company
Environmental Disposal Systems, LLC

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CERTIFICATE NUMBER: L86M7RRP

City Council Meeting

Item Number: 17

Meeting Date: July 27, 2021

To: City Council / City Manager

From: John Simmons, Manager, Right-of-Way

Subject: Motion authorizing the execution of a Right-of-Way License (21-329-011) between the City of Midland and Environmental Disposal Systems, LLC, regarding City-owned property described as Section 24, Block 37, Township 3 South, T&P RR Co. Survey, Midland County, Texas (DISTRICT: NONE) (UTILITIES)

Purpose:

This motion will provide a 30' wide right of way a for a 16", SDR-11 type fresh water pipeline, in section 24. This right of way will allow Environmental Disposal Systems to move fresh water in support of parent company, Endeavor Energy's current mineral development operations under the current SUA. This parcel is located at the southern edge of the Spraberry Farm that is not used for current City operations.

This Right-of-Way License is proposed for a single five (5) year period with the option for a single five (5) year renewal. Terms are consistent with the City's standard license for pipeline facilities of this nature.

Recommended City Council Action:

Approve

Fiscal Impact:

Application fee (one time): $1,000

Annual Lease Rate,

Fresh Water Pipeline ($20/rod * 302.88): $ 6,057.60

Surface Damages: one time

Pipeline (302.88 rods x $10/rod): $3,028.80

Total Collected: $10,086.40

Discussion:

Environmental Disposal Systems, LLC is a wholly owned subsidiary of Endeavor Energy, this pipeline will support mineral recovery operations on this property and adjacent privately owned property. This right of way will include an additional 20’ wide temporary construction area. Pipeline will be buried a minimum 48” deep.

Current Certificate of Insurance is on file.

City Secretary will record all documents.

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 28, 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: Environmental Disposal Systems, LLC

Licensee's Representative: **Robert Booth**

Licensee's Mailing Address: 110 N. Marienfeld St.
Midland, Texas 79701

Property: See **Exhibit A** attached hereto and incorporated herein for all purposes.

Licensee desires use of property owned by Licensor in Midland County, Texas (the "Property"), for purposes set forth below. Licensee acknowledges and agrees that it must obtain a license (the "License") in order to use the public lands of Licensor.

W I T N E S S E T H:

For and in consideration of the execution of this License and the mutual promises and covenants of the parties hereto, it is mutually promised, understood and agreed as follows:

I. Term

A. Initial Term. This License shall be for a term of five (5) years (the "Initial Term"), commencing with the date of this License (the "Commencement Date") unless terminated earlier as provided hereafter.

B. Renewal Term. This License shall automatically renew at the end of the Initial Term for one (1) additional term of five (5) years, upon the written request of Licensee received by Licensor on or before one hundred twenty (120) days prior to the expiration of the Initial Term then in effect, subject to the express written consent of the governing body of Licensor.

C. Termination. Licensor may terminate this License if Licensee fails to pay, when due, any amount owing under this License and that failure continues for sixty (60) days or, if Licensee

commits any material breach or material default in performance of any obligation, prohibition, restriction, provision or covenant contained in this License, and the breach or default continues for a period of thirty (30) days after Licensor delivers notice to Licensee reasonably detailing the breach or default.

Additionally, Licensor may terminate this License at will for any or no reason upon giving at least three hundred sixty-five (365) days' written notice to Licensee. The parties to this License understand and agree that it is in Licensor's sole discretion to cancel the License during the term of the License without penalty to Licensor. Licensee has no expectation and has received no guarantees that this License will not be terminated before the end of the License term. The parties have bargained for the flexibility of terminating this License upon tender of the requisite notice at any time during the term of the License. All work and services under the License shall be suspended upon termination of the License becoming effective.

Upon termination of this License, Licensee shall remove all equipment and structures associated with the undertakings contemplated by this License. After removal of all equipment and structures associated with the undertakings contemplated by this License, the surface shall be restored at the expense of Licensee to its original condition, as close thereto as may be practical, subject to the approval of Licensor upon inspection by Licensor's Representative, which approval shall not be unreasonably withheld. All of said work shall be completed within one hundred and eighty (180) days after termination of this License.

II. Financial Consideration

A. License Fee. The first year's license fee in the amount of SIX THOUSAND FIFTY-SEVEN and 60/100 Dollars ($6,057.60) 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 THREE THOUSAND TWENTY-EIGHT and 80/100 Dollars ($3,028.80), payable on or prior to the Commencement Date.

C. Annual Fee. Licensee shall pay to Licensor an annual fee in the amount of SIX THOUSAND FIFTY-SEVEN and 60/100 Dollars ($6,057.60), 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 fifty (50) feet in width of the pipeline location as shown on **Exhibit A** attached hereto and incorporated herein for the purpose of placing, constructing, operating, repairing, maintaining, replacing and removing, thereon, along the herein described pipeline locations, a SDR-11type pipeline, not to exceed sixteen (16) inches in diameter, for the transportation of fresh water, 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 forty-eight (48) 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 (except to the extent of Licensor's gross negligence or willful misconduct) be liable to Licensee for any damage so caused to Licensee's system or property, **NOR SHALL LICENSOR BE LIABLE TO LICENSEE FOR ANY DAMAGES TO LICENSEE'S PIPELINE(S), CASING, OR COMPRESSOR STATION, ARISING OUT OF THE NEGLIGENCE, BUT EXCLUDING THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, OF LICENSOR, ITS EMPLOYEES, OFFICERS OR AGENTS, OR LICENSOR'S CONTRACTORS OR SUBCONTRACTORS**. If Licensor requires Licensee to remove, alter, change, adapt, or conform Licensee's facilities because of changes in the grade or construction of a street or in the location or manner of constructing a water pipe, sewer pipe, or other surface, underground or aboveground structure owned by Licensor, Licensee shall make the alterations or changes as soon as practicable, and in no event longer than one hundred eighty (180) days, when ordered in writing by Licensor, without claim for reimbursement for the cost of the relocation or for damages against Licensor. If these requirements impose a financial hardship upon Licensee, Licensee shall have the right to present alternative proposals for Licensor's consideration.

G. Non-exclusive. Licensor expressly reserves the full right to grant other easements or rights of way crossing or running parallel with the rights of way used by Licensee.

H. Abandonment. It is especially provided, however, that as an express condition of this License, and not as a mere covenant, in the event Licensee abandons any equipment or appurtenances to the undertakings contemplated by this License, or the Property ceases to be used for the purposes enumerated herein for any period of twelve (12) consecutive months, or longer, other than the time elapsing between the date hereof and construction, and upon giving Licensee one hundred and twenty (120) days' written notice, then and in that event, this License shall automatically revert to Licensor, its successors or assigns, free and clear of any right, title, or interest in Licensee, or any re-entry by Licensor.

I. Approval of Specifications. In the event Licensee desires to reconstruct, repair, maintain, replace or remove any pipeline or casing system built hereunder, Licensee shall submit the plans and specifications that pertain to the rebuilding or repairs of Licensor's streets and roads and the rebuilding or repairs of any of Licensor's public utilities to Licensor's Representative for his or her approval. In the event of emergency repairs necessary to restore service, Licensee shall notify Licensor's Representative before making any repairs if during a Licensor work day. If not on a work day, Licensee shall notify Licensor's Representative on the first work day after repairs have begun.

J. Gates and Fences. Licensee agrees to use existing gates and roadways where available, to enter, leave and cross the Property; provided that Licensee shall not use any road marked "Closed."

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
Excess Liability:	$10,000,000.00 each occurrence $10,000,000.00 aggregate

The Commercial General Liability shall be on an occurrence basis. This insurance shall name Licensor as an additional insured and all insurance shall waive subrogation in favor of Licensor.

The Workers' Compensation coverage provided by Licensee shall inure to the benefit of employees injured during the course and scope of their employment by Licensee pursuant to this License. The Workers' Compensation insurance shall waive all rights of subrogation against Licensor.

The Business Automobile Liability insurance provided by Licensee shall cover any auto for bodily injury and property damage, including owned vehicles, hired and non-owner vehicles, and employee non-ownership, and the amount of such policy shall be a minimum of $1,000,000.00 covering any vehicle used for the execution of the work that is the subject of this License. This insurance shall name Licensor as an additional insured and all insurance shall waive subrogation in favor of Licensor.

The parties agree that, prior to the execution of the License, Licensee shall provide one or more certificates of insurance showing that the requirements of this article have been met. This decision shall be in Licensor's sole discretion.

Licensor shall be provided the notice by Licensee's insurance provider not later than thirty (30) days prior to any reduction or termination of such coverage. Licensor shall not be required to provide any insurance whatsoever pursuant to this License.

Licensee shall contractually require all contractors, subcontractors, and sub-subcontractors that

work on any portion of the work that is the subject of this License to obtain insurance coverage that meets or exceeds the policy requirements and minimum amounts as required by Licensee, and name the City of Midland as an additional insured. Licensee certifies that the one or more certificates of insurance provided as required herein complies with the requirements of Chapter 1811 of the Texas Insurance Code. Licensee shall not use an unapproved certificate of insurance or insert inappropriate language on a certificate. Compliance with state law is the sole responsibility of Licensee.

B. Indemnity. LICENSEE SHALL INDEMNIFY AND HOLD HARMLESS AND DEFEND LICENSOR, AND ALL OF LICENSOR'S OFFICERS, AGENTS AND EMPLOYEES FROM ALL SUITS, ACTIONS, CLAIMS, DAMAGES, PERSONAL INJURIES, ACCIDENTAL DEATH, PROPERTY DAMAGE, LOSSES AND EXPENSE OF ANY CHARACTER WHATSOEVER, INCLUDING REASONABLE ATTORNEY'S FEES, BROUGHT FOR OR ON ACCOUNT OF ANY INJURIES OR DAMAGES RECEIVED OR SUSTAINED BY ANY PERSON OR PERSONS OR PROPERTY ON ACCOUNT OF ANY NEGLIGENT ACT OF LICENSEE, LICENSEE'S OFFICERS, AGENTS OR EMPLOYEES, WHETHER SUCH NEGLIGENT ACT WAS THE SOLE PROXIMATE CAUSE OF THE INJURY OR DAMAGE OR A PROXIMATE CAUSE JOINTLY AND CONCURRENTLY WITH LICENSEE OR LICENSEE'S EMPLOYEES', AGENTS' OR SUBCONTRACTORS' NEGLIGENCE, IN THE EXECUTION, SUPERVISION AND OPERATIONS GROWING OUT OF OR IN ANY WAY CONNECTED WITH THE PERFORMANCE OF THIS LICENSE INCLUDING SUCH NEGLIGENT ACTS ARISING FROM OR IN ANY WAY CONNECTED WITH THE PLACEMENT, CONSTRUCTION, OPERATION, REPAIR, MAINTENANCE, REPLACEMENT OR REMOVAL OF ANY PART OF LICENSEE'S PIPELINE(S),CASING SYSTEM, OR COMPRESSOR STATION IN LICENSOR'S RIGHT OF WAY. LICENSEE WILL BE REQUIRED TO PAY ANY JUDGMENT WITH COSTS WHICH MAY BE OBTAINED AGAINST LICENSOR OR ANY OF ITS OFFICERS, AGENTS OR EMPLOYEES, INCLUDING REASONABLE ATTORNEY'S FEES, BUT ONLY TO THE EXTENT LICENSEE OWES LICENSOR AN INDEMNITY UNDER THIS PARAGRAPH.

LICENSEE AGREES THAT LICENSEE SHALL INDEMNIFY AND SAVE LICENSOR HARMLESS FROM ALL CLAIMS GROWING OUT OF ANY DEMANDS OF SUBCONTRACTORS, LABORERS, WORKMEN, MECHANICS, MATERIALMEN, AND FURNISHERS OF MACHINERY AND PARTS THEREOF, EQUIPMENT, POWER TOOLS, ALL SUPPLIES, CONSTRUCTION, OPERATION, REPAIR, MAINTENANCE, REPLACEMENT OR REMOVAL OF THE PIPELINE(S), CASING SYSTEM, OR COMPRESSOR STATION DESCRIBED HEREIN.

LICENSEE SHALL INDEMNIFY AND HOLD HARMLESS AND DEFEND LICENSOR, AND ALL OF LICENSOR'S OFFICERS, AGENTS OR EMPLOYEES FROM ALL SUITS, ACTIONS, CLAIMS, DAMAGES, PERSONAL INJURIES, ACCIDENTAL DEATH, PROPERTY DAMAGE, LOSSES AND EXPENSE OF ANY CHARACTER WHATSOEVER, INCLUDING REASONABLE ATTORNEY'S FEES, BROUGHT FOR OR ON ACCOUNT OF ANY INJURIES OR DAMAGES RECEIVED OR SUSTAINED BY ANY PERSON OR PERSONS OR PROPERTY ON ACCOUNT OF ANY NEGLIGENT ACT OF LICENSOR, LICENSOR'S OFFICERS, AGENTS OR EMPLOYEES, WHETHER SUCH NEGLIGENT ACT WAS THE SOLE PROXIMATE CAUSE OF THE

INJURY OR DAMAGE OR A PROXIMATE CAUSE JOINTLY AND CONCURRENTLY WITH LICENSEE OR LICENSEE'S EMPLOYEES', AGENTS' OR SUBCONTRACTORS' NEGLIGENCE, IN THE EXECUTION, SUPERVISION AND OPERATIONS GROWING OUT OF OR IN ANY WAY CONNECTED WITH THE PERFORMANCE OF THIS LICENSE INCLUDING SUCH NEGLIGENT ACTS ARISING FROM OR IN ANY WAY CONNECTED WITH THE PLACEMENT, CONSTRUCTION, OPERATION, REPAIR, MAINTENANCE, REPLACEMENT OR REMOVAL OF ANY PART OF LICENSEE'S PIPELINE(S),CASING SYSTEM, OR COMPRESSOR STATION IN LICENSOR'S RIGHT OF WAY. LICENSEE WILL BE REQUIRED TO PAY ANY JUDGMENT WITH COSTS WHICH MAY BE OBTAINED AGAINST LICENSOR OR ANY OF ITS OFFICERS, AGENTS OR EMPLOYEES, INCLUDING REASONABLE ATTORNEY'S FEES.

LICENSEE SHALL INDEMNIFY AND HOLD HARMLESS AND DEFEND LICENSOR, AND ALL OF LICENSOR'S OFFICERS, AGENTS AND EMPLOYEES FROM ALL CLAIMS, LOSSES, DAMAGES, LIABILITIES, LIENS, FINES, PENALTIES, CAUSES OF ACTION, SUITS, CHARGES, JUDGMENTS, ADMINISTRATIVE ORDERS, REMEDIATION REQUIREMENTS, ENFORCEMENT ACTIONS OF ANY KIND, AND ALL COSTS AND EXPENSES OF ANY CHARACTER WHATSOEVER, INCLUDING REASONABLE ATTORNEY'S FEES, BROUGHT FOR OR ON ACCOUNT OF FAILURE OF LICENSEE, ANY CONTRACTOR, SUBCONTRACTOR, ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY THEM, OR ANYONE THAT THEY CONTROL OR EXERCISE CONTROL OVER TO COMPLY WITH ALL APPLICABLE LOCAL, FEDERAL AND/OR STATE ENVIRONMENTAL LAWS, INCLUDING BUT NOT LIMITED TO THE RESOURCE CONSERVATION AND RECOVERY ACT (RCRA) AND THE COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION, AND LIABILITY ACT (CERCLA) (AS THEY MAY BE REAUTHORIZED AND/OR AMENDED) AND ALL OTHER LOCAL, FEDERAL AND STATE LAWS, IN CONNECTION WITH OR RELATED TO ANY OF LICENSEE'S OPERATIONS OR ACTIVITIES ON THE PROPERTY, OR ANY OF LICENSEE'S HANDLING, STORING, RELEASING, TRANSPORTING OR DISPOSING OF ALL SUBSTANCES, INCLUDING, BUT NOT LIMITED TO HAZARDOUS SUBSTANCES AND HAZARDOUS WASTES, ON OR FROM THE PROPERTY OR ANY OTHER LANDS OF LICENSOR.

NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, THE PARTIES HEREBY EXPRESSLY WAIVE THEIR RIGHT TO RECOVER ANY PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES ARISING OUT OF THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY. FURTHERMORE, IN NO EVENT SHALL LICENSEE'S INDEMNIFICATION OBLIGATIONS HEREUNDER EXTEND TO ANY CLAIMS, DAMAGES, INJURIES, DEATH, DAMAGES, LOSSES OR EXPENSES OF ANY CHARACTER WHATSOEVER TO THE EXTENT ARISING OUT TO THE GROSS NEGLIGENCE OF WILLFUL MISCONDUCT OF LICENSOR OR ANY OF LICENSOR'S OFFICERS, AGENTS, CONTRACTORS, SUBCONTRACTORS OR EMPLOYEES.

C. Assignment. The rights granted by this License inure to the benefit of Licensee. The rights and privileges shall not be assignable by Licensee without the express written consent of Licensor's

City Manager. Any required consent is to be evidenced by a letter written by Licensor's City Manager that fully recites the terms and conditions, if any, upon which consent is given. The granting of consent is in the sole discretion of Licensor's City Manager.

D. Independent Contractor. It is expressly understood and agreed that Licensee shall perform all work and services described herein as an independent contractor and not as an officer, agent, servant or employee of Licensor; that Licensee shall have exclusive control of and the exclusive right to control the details of the services and work performed hereunder, and all persons performing the same; and shall be solely responsible for the acts and omissions of its officers, agents, employees, contractors and subcontractors; that the doctrine of respondeat superior shall not apply as between Licensor and Licensee, its officers, agents, employees, contractors and subcontractors; and that nothing herein shall be construed as creating a partnership or joint enterprise between Licensor and Licensee. No person performing any of the work and services described hereunder shall be considered an officer, agent, servant or employee of Licensor. Further, it is specifically understood and agreed that nothing in this License is intended or shall be construed as creating a "Community of Pecuniary Interest" or "An Equal Right of Control" which would give rise to vicarious liability. Licensee shall be an independent contractor under this License and shall assume all of the rights, obligations and liabilities applicable to it as such independent contractor hereunder. Licensor does not have the power to direct the order in which the work is done. Licensor shall not have the right to control the means, methods or details of Licensee's work. Licensee shall assume exclusive responsibility for the work. Licensee is entirely free to do the work in its own way.

E. Waiver of Attorney Fees. BY EXECUTING THIS LICENSE, LICENSEE AGREES TO WAIVE, AND DOES HEREBY KNOWINGLY, CONCLUSIVELY, VOLUNTARILY AND INTENTIONALLY WAIVE, ANY CLAIM IT HAS OR MAY HAVE IN THE FUTURE AGAINST LICENSOR REGARDING THE AWARD OF REASONABLE ATTORNEY'S FEES, WHICH ARE IN ANY WAY RELATED TO THE LICENSE OR THE CONSTRUCTION OR INTERPRETATION OF THE LICENSE. LICENSEE SPECIFICALLY AGREES THAT IF LICENSEE BRINGS OR COMMENCES ANY LEGAL ACTION OR PROCEEDING RELATED TO THIS LICENSE, THE CONSTRUCTION, INTERPRETATION, VALIDITY OR BREACH OF THIS LICENSE, INCLUDING BUT NOT LIMITED TO ANY ACTION PURSUANT TO THE PROVISIONS OF THE TEXAS UNIFORM DECLARATORY JUDGMENTS ACT (TEXAS CIVIL PRACTICE AND REMEDIES CODE SECTION 37.001, ET SEQ., AS AMENDED), OR CHAPTER 271 OF THE TEXAS LOCAL GOVERNMENT CODE, LICENSEE AGREES TO ABANDON, WAIVE AND RELINQUISH ANY AND ALL RIGHTS TO THE RECOVERY OF REASONABLE ATTORNEY'S FEES TO WHICH LICENSEE MIGHT OTHERWISE BE ENTITLED.

LICENSEE AGREES THAT THIS IS THE VOLUNTARY AND INTENTIONAL RELINQUISHMENT AND ABANDONMENT OF A PRESENTLY EXISTING, KNOWN RIGHT. LICENSEE ACKNOWLEDGES THAT IT UNDERSTANDS ALL TERMS AND CONDITIONS OF THIS LICENSE. LICENSEE FURTHER ACKNOWLEDGES AND AGREES THAT THERE WAS AND IS NO DISPARITY OF BARGAINING POWER BETWEEN LICENSOR AND LICENSEE. THIS SECTION SHALL NOT BE CONSTRUED OR INTERPRETED AS A WAIVER OF GOVERNMENTAL IMMUNITY.

LICENSEE AND LICENSOR ARE RELYING ON THEIR OWN JUDGMENT. EACH PARTY HAD THE OPPORTUNITY TO DISCUSS THIS LICENSE WITH LEGAL COUNSEL PRIOR TO ITS EXECUTION.

F. Governing Law & Venue. All performance and payment made pursuant to this License shall be deemed to have occurred in Midland County, Texas. Exclusive venue for any claims, suits or any other action arising from or connected in any way to this License or the performance of this License shall be in Midland County, Texas. The obligations and undertakings of each of the parties to this License shall be deemed to have been performed in Midland County, Texas. This License shall be construed, interpreted and enforced under the laws of the State of Texas. The laws of the State of Texas shall govern, construe and enforce all the rights and duties of the parties, including but not limited to tort claims and any and all other claims or disputes, arising from or relating in any way to the subject matter of this License, without regard to conflict of laws and rules that would direct application of the laws of another jurisdiction.

G. Release. NOTWITHSTANDING ANY OTHER PROVISIONS OF THIS LICENSE, LICENSEE HEREBY RELEASES, ACQUITS, RELINQUISHES AND FOREVER DISCHARGES LICENSOR, LICENSOR'S EMPLOYEES AND OFFICERS FROM ANY AND ALL DEMANDS, CLAIMS, DAMAGES OR CAUSES OF ACTION OF ANY KIND WHATSOEVER WHICH LICENSEE HAS OR MIGHT HAVE IN THE FUTURE WITH REGARDS TO THIS LICENSE, INCLUDING BUT NOT LIMITED TO BREACH OF CONTRACT, QUANTUM MERUIT, TORT CLAIMS, LICENSOR'S NEGLIGENCE OR CLAIMS UNDER THE DUE PROCESS AND TAKINGS CLAUSES OF THE TEXAS AND UNITED STATES CONSTITUTIONS; PROVIDED, HOWEVER, THAT SAID RELEASE SHALL NOT EXTEND TO ANY DEMANDS, CLAIMS, DAMAGES OR CAUSES OF ACTION RELATING TO INTENTIONAL MISCONDUCT OR GROSS NEGLIGENCE ON THE PART OF LICENSOR.

H. Governmental Immunity. By executing this License, Licensor is not waiving its right of governmental immunity. Licensor is retaining its immunity from suit. Licensor is not granting consent to be sued by legislative resolution or action. **THERE IS NO WAIVER OF GOVERNMENTAL IMMUNITY**.

I. Third Party Beneficiary. Licensor's approval of this License does not create a third party beneficiary. There is no third party beneficiary to this License. No person or entity who is not a party to this License shall have any third party beneficiary or other rights hereunder.

J. Notices. Any notice or communication required in the administration of this License shall be sent by certified mail, return receipt requested, to the parties' respective mailing addresses as set forth hereinabove.

K. Notice of Alleged Breach; Statutory Prerequisite. As a condition precedent to filing suit for alleged damages incurred by an alleged breach of an express or implied provision of this License, Licensee or its legal representative, shall give the City Manager, or any other reasonable official of Licensor, notice in writing (consisting of one (1) original and seven (7) copies of notice attached to a copy of this License) of such damages, duly verified, within one hundred eighty (180) days after the same has been sustained. The discovery rule does not apply to the giving of this notice. The notice shall include when, where and how the damages occurred, the apparent extent thereof,

the amount of damages sustained, the amount for which Licensee will settle, the physical and mailing addresses of Licensee at the time and date the claim was presented and the physical and mailing addresses of Licensee for the six (6) months immediately preceding the occurrence of such damages, and the names and addresses of the witnesses upon whom Licensee relies to establish its claim; and a failure to so notify the City Manager within the time and manner provided herein shall exonerate, excuse and except Licensor from any liability whatsoever. Licensor is under no obligation to provide notice to Licensee that Licensee's notice is insufficient. Licensor reserves the right to request reasonable additional information regarding the claim. Said additional information shall be supplied within thirty (30) days after receipt of notice.

The statutory prerequisites outlined herein constitute jurisdictional requirements pursuant to Section 271.154 of the Texas Local Government Code and Section 311.034 of the Texas Government Code. Notwithstanding any other provision, Licensee's failure to comply with the requirements herein shall perpetually bar Licensee's claim for damages under Chapter 271 of the Texas Local Government Code, and Section 311.034 of the Texas Government Code, regardless if Licensor has actual or constructive notice or knowledge of said claim or alleged damages. Licensee agrees that the requirements of this entire License are reasonable.

L. Consideration. The terms of this License are supported by good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties named herein.

M. Waiver of Governmental Immunity; Chapter 271, TEX. LOC. GOV'T CODE. The parties agree that this License does not constitute a License or Contract for providing goods and/or services to Licensor as discussed in Subchapter I of Chapter 271 of the Texas Local Government Code, and Licensor does not waive, to the maximum extent allowed by law, any constitutional, statutory or common law right to sovereign immunity or governmental immunity from liability or suit. Licensor expressly does not consent to be sued or be liable. To the greatest extent allowed by law, nothing in this License constitutes a waiver of Licensor's governmental immunity and the parties expressly agree that this License shall not constitute, nor be interpreted as a waiver of Licensor's governmental immunity under Subchapter I of Chapter 271 of the Texas Local Government Code, nor shall it constitute nor be interpreted as a waiver of Licensor's governmental immunity for the benefit of any third party lacking privity to the License.

This License does not obligate Licensee to use the Property to construct, repair, operate, replace, and maintain Licensor's facilities or structures described herein, it merely prohibits Licensee from using the Property for any other purpose. This License restricts the use of the Property to a specific purpose, but does not require the use of the Property for a specific purpose. This License does not require Licensee to construct, operate, repair, maintain, replace or remove any of Licensee's facilities or structures described herein. Licensee is not providing a service to Licensor but is providing a service to Licensee's customers. Licensee is paying Licensor for a temporary interest in real property not for a service. Any such provision shall be deemed to be a covenant against noncomplying use, not a covenant to use. Licensee's use of the Property in compliance with a restriction shall not constitute a service, and such complying use shall not operate to waive Licensor's governmental immunity.

N. Compliance. Licensee agrees that it shall comply with Texas Government Code Section 2252.908, as amended, to the extent that this statute applies to this License. Licensee agrees that it shall comply with Texas Local Government Code Section 176.006, as amended, to the extent

that this statute applies to this License.

O. Texas Historical Commission Survey. Licensee agrees that it shall comply with Chapter 191 of the Texas Natural Resources Code. By executing this License, Licensee represents that it has contacted the Texas Historical Commission (the "Commission") for the purpose of determining whether the Commission will request that an archaeological survey be completed before Licensee commences operations on the Property, as contemplated herein. Licensee agrees that it shall complete or cause to be completed an archaeological survey before commencing any operations on the Property if the Commission so requests and deliver the same to Licensor. Notwithstanding any provision contained herein, in the event that any site, object, artifact, or other feature of archaeological, scientific, educational, cultural, or historical interest is encountered during the operations authorized by this License, Licensee will immediately notify Licensor and the Commission so that adequate measures may be undertaken to protect or recover such discoveries or findings, as deemed appropriate by Licensor or the Commission.

LICENSOR:
CITY OF MIDLAND, TEXAS

By:_____
Robert Patrick, City Manager

ATTEST:

_____
Amy M. Turner, City Secretary

APPROVED ONLY AS TO FORM:

_____
John Ohnemiller, City Attorney

LICENSEE:
ENVIRONMENTAL DISPOSAL SYSTEMS, LLC

By:_____
Printed Name: Robert Booth
Title: Vice President of Energy Services

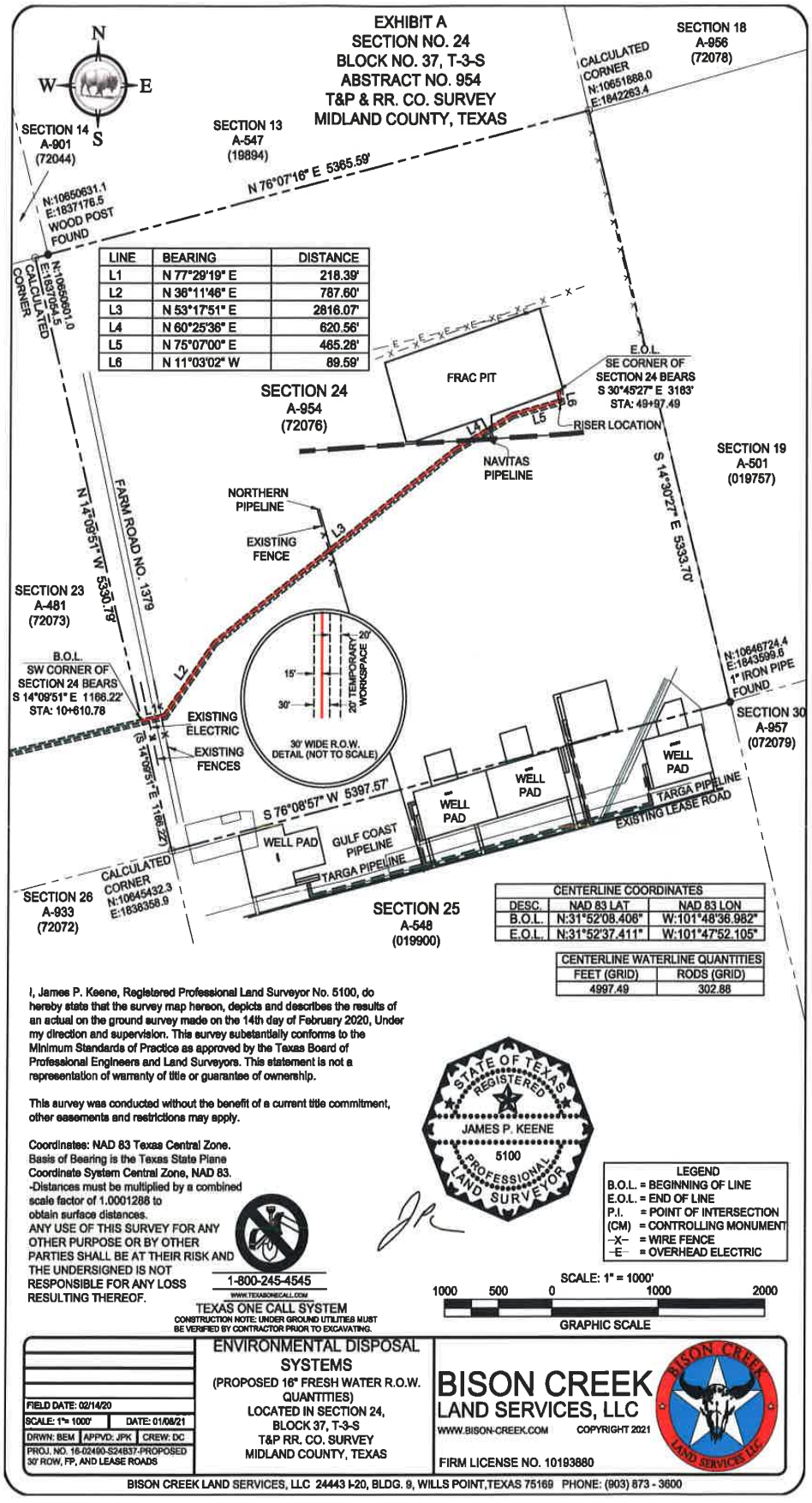
THE STATE OF _____ §
§
COUNTY OF _____ §

BEFORE ME, the undersigned authority, on this ___ day of _____, 2021 personally appeared Robert Booth, Vice President of Energy Services of Endeavor Energy Resources, L.P., sole member of Environmental Disposal Systems, LLC, known to me to be the person and official whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same as the act and deed of said entity, for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the _____ day of _____, 2021.

_____
Notary Public, State of _____

Reference No. 21-329-011



CENTERLINE COORDINATES		
DESC.	NAD 83 LAT	NAD 83 LON
B.O.L.	N:31°52'08.406"	W:101°48'36.982"
E.O.L.	N:31°52'37.411"	W:101°47'52.105"

CENTERLINE WATERLINE QUANTITIES	
FEET (GRID)	RODS (GRID)
4997.49	302.88

I, James P. Keene, Registered Professional Land Surveyor No. 5100, do hereby state that the survey map hereon, depicts and describes the results of an actual on the ground survey made on the 14th day of February 2020, Under my direction and supervision. This survey substantially conforms to the Minimum Standards of Practice as approved by the Texas Board of Professional Engineers and Land Surveyors. This statement is not a representation of warranty of title or guarantee of ownership.

This survey was conducted without the benefit of a current title commitment, other easements and restrictions may apply.

Coordinates: NAD 83 Texas Central Zone.
Basis of Bearing is the Texas State Plane Coordinate System Central Zone, NAD 83.
-Distances must be multiplied by a combined scale factor of 1.0001288 to obtain surface distances.
ANY USE OF THIS SURVEY FOR ANY OTHER PURPOSE OR BY OTHER PARTIES SHALL BE AT THEIR RISK AND THE UNDERSIGNED IS NOT RESPONSIBLE FOR ANY LOSS RESULTING THEREOF.

STATE OF TEXAS REGISTERED
JAMES P. KEENE
5100
PROFESSIONAL LAND SURVEYOR

LEGEND
B.O.L. = BEGINNING OF LINE
E.O.L. = END OF LINE
P.I. = POINT OF INTERSECTION
(CM) = CONTROLLING MONUMENT
-X- = WIRE FENCE
-E- = OVERHEAD ELECTRIC

1-800-245-4545
WWW.TEXASONECALL.COM
TEXAS ONE CALL SYSTEM
CONSTRUCTION NOTE: UNDER GROUND UTILITIES MUST BE VERIFIED BY CONTRACTOR PRIOR TO EXCAVATING.

SCALE: 1" = 1000'
1000 500 0 1000 2000
GRAPHIC SCALE

FIELD DATE: 02/14/20
SCALE: 1"= 1000' | DATE: 01/08/21
DRWN: BEM | APPVD: JPK | CREW: DC
PROJ. NO. 16-02400-S24B37-PROPOSED
30' ROW, FP, AND LEASE ROADS

ENVIRONMENTAL DISPOSAL SYSTEMS
(PROPOSED 16" FRESH WATER R.O.W. QUANTITIES)
LOCATED IN SECTION 24, BLOCK 37, T-3-S
T&P RR. CO. SURVEY
MIDLAND COUNTY, TEXAS

BISON CREEK LAND SERVICES, LLC
WWW.BISON-CREEK.COM COPYRIGHT 2021
FIRM LICENSE NO. 10193880

BISON CREEK LAND SERVICES, LLC 24443 I-20, BLDG. 9, WILLS POINT, TEXAS 75169 PHONE: (903) 873 - 3600

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 10/30/2020

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
MCGRIFF, SEIBELS & WILLIAMS OF TEXAS, INC.
10100 Katy Freeway, #400
Houston, TX 77043

CONTACT NAME:
PHONE (A/C, No, Ext): 713-877-8975 **FAX (A/C, No):** 713-877-8974
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Starr Indemnity & Liability Company	38318
INSURER B : Lloyds of London	
INSURER C : The First Liberty Insurance Corporation	33588
INSURER D : Liberty Insurance Corporation	42404
INSURER E :	
INSURER F :	

INSURED
Endeavor Energy Resources, L.P.
and Per Attached Named Insureds
110 N Marienfeld, Suite 200
Midland, TX 79701

COVERAGES **CERTIFICATE NUMBER:** L86M7RRP **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		
C	X **COMMERCIAL GENERAL LIABILITY** CLAIMS-MADE X OCCUR X Self-Insured Retention $250,000 X Time Element Poll - Incl GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC OTHER:			EB6-641-443771-110	11/01/2020	11/01/2021	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG 	$ $ $ $ $ $ $	2,000,000 2,000,000 4,000,000 4,000,000
C	**AUTOMOBILE LIABILITY** X ANY AUTO X OWNED AUTOS ONLY SCHEDULED AUTOS X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY			AS6-641-443771-100	11/01/2020	11/01/2021	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) 	$ $ $ $ $	2,000,000
A	UMBRELLA LIAB X OCCUR X EXCESS LIAB CLAIMS-MADE DED RETENTION $			1000095483201	11/01/2020	11/01/2021	EACH OCCURRENCE AGGREGATE 	$ $ $	5,000,000 5,000,000
D	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N / A **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below			WA7-64D-443771-090	11/01/2020	11/01/2021	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ $ $	 1,000,000 1,000,000 1,000,000
B	Excess Liability $5m xs $5m			20XS2H13266	11/01/2020	11/01/2021	Each Occurrence Aggregate	$ $	5,000,000 5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Certificate Holder is included as Additional Insured as respects to General Liability and Automobile Liability as required by written contract subject to policy terms, conditions and exclusions. A Waiver of Subrogation is provided as respects to General Liability, Automobile Liability, Excess Liability and Workers' Compensation as required by written contract subject to policy terms, conditions and exclusions.

CERTIFICATE HOLDER

City of Midland
300 N. Loraine
Midland, TX 79701 PACKET 17.17

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
July 27, 2021

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AGENCY CUSTOMER ID: _____

LOC #: _____

ADDITIONAL REMARKS SCHEDULE

PRODUCER MCGRIFF, SEIBELS & WILLIAMS OF TEXAS, INC.	**INSURED** Endeavor Energy Resources, L.P. and Per Attached Named Insureds
POLICY NUMBER	
CARRIER / **NAIC CODE**	**ISSUE DATE:** 10/30/2020

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: _____ **FORM TITLE:** _____

ENDEAVOR ENERGY RESOURCES, L.P.
Named Insured List:
Endeavor Energy Resources L.P. dba EER Energy Services
Endeavor Energy Resources L.P. dba Energy Services Well Servicing Division fka Endeavor Energy Resources, L.P. dba J & L Well Service
Endeavor Energy Resources L.P. dba Energy Services Roustabout Division fka Endeavor Energy Resources, L.P. dba Compadre Roustabout Service
Endeavor Energy Resources L.P. dba Energy Services Trucking Division fka Endeavor Energy Resources, L.P. dba C & W Transports
Endeavor Energy Resources L.P. dba Energy Services Wireline Division fka Endeavor Energy Resources, L.P. dba Jones Wireline Service
Endeavor Energy Resources, L.P. dba Electrical Maintenance and Construction
Endeavor Energy Resources, L.P. dba ACS Pump & Supply
Endeavor Energy Resources L.P. dba Energy Services Construction Division fka Endeavor Energy Resources, L.P. dba Red Dog Construction
Endeavor Petroleum, LLC
Endeavor Energy Resources L.P. dba Energy Services Vehicle Maintenence Division fka Endeavor Energy Resources, L.P. dba Vehicle Service Company
Environmental Disposal Systems, LLC

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CERTIFICATE NUMBER: L86M7RRP

City Council Meeting

Item Number: 18

Meeting Date: July 27, 2021

To: City Council / City Manager

From: John Simmons, Manager, Right-of-Way

Subject: Motion authorizing the execution of a Right-of-Way License (21-329-010) between the City of Midland and Environmental Disposal Systems, LLC, regarding City-owned property described as Section 24, Block 37, Township 3 South, T&P RR Co. Survey, Midland County, Texas (DISTRICT: NONE) (UTILITIES)

Purpose:

This motion will provide a 30' wide right of way to build a road segment and the right to use existing city lease roads, all in section 24. These rights of ways will allow applicant to support Endeavor Energy's current mineral development operations under the current SUA. Existing road is 132.27 rods and enters City property from the adjacent private property to the South, applicant will add a total of 90.28 rods of new road to connect proposed facilities. This parcel is located at the southern edge of the Spraberry Farm that is not used for current City operations

This Right-of-Way License is proposed for a single five (5) year period with the option for a single five (5) year renewal. Terms are consistent with the City's standard license for pipeline facilities of this nature.

Recommended City Council Action:

Approve

Fiscal Impact:

Application fee (one time): $1,000

Annual Lease Rate,

New Road Section ($20/rod * 90.28): $ 1,805.60

Existing road use: (132.27 * $10/rod): $1,322.70

Surface Damages: one time

New road segment: (90.28 rods x $10/rod): $902.80

Total Collected: $5,031.10

Discussion:

Environmental Disposal Systems, LLC is a wholly owned subsidiary of Endeavor Energy, this pipeline will support mineral recovery operations on this property and adjacent privately owned property.

The proposed dirt access road will be a maximum 30 feet wide to match existing road and will be maintained by Environmental Disposal Systems, LLC. Construction right of way will be 20 additional feet until completion.

Current Certificate of Insurance is on file.
City Secretary will record all documents

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 28, 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:	Environmental Disposal Systems, LLC
Licensee's Representative:	**Robert Booth**
Licensee's Mailing Address:	110 N. Marienfeld St. Midland, Texas 79701
Property:	See **Exhibit A** attached hereto and incorporated herein for all purposes.

Licensee desires use of property owned by Licensor in Midland County, Texas (the "Property"), for purposes set forth below. Licensee acknowledges and agrees that it must obtain a license (the "License") in order to use the public lands of Licensor.

W I T N E S S E T H:

For and in consideration of the execution of this License and the mutual promises and covenants of the parties hereto, it is mutually promised, understood and agreed as follows:

I. Term

A. Initial Term. This License shall be for a term of five (5) years (the "Initial Term"), commencing with the date of this License (the "Commencement Date") unless terminated earlier as provided hereafter.

B. Renewal Term. This License shall automatically renew at the end of the Initial Term for one (1) additional term of five (5) years, upon the written request of Licensee received by Licensor on or before one hundred twenty (120) days prior to the expiration of the Initial Term then in effect, subject to the express written consent of the governing body of Licensor.

C. Termination. Licensor may terminate this License if Licensee fails to pay, when due, any amount owing under this License and that failure continues for sixty (60) days or, if Licensee

commits any material breach or material default in performance of any obligation, prohibition, restriction, provision or covenant contained in this License, and the breach or default continues for a period of thirty (30) days after Licensor delivers notice to Licensee reasonably detailing the breach or default.

Additionally, Licensor may terminate this License at will for any or no reason upon giving at least three hundred sixty-five (365) days' written notice to Licensee. The parties to this License understand and agree that it is in Licensor's sole discretion to cancel the License during the term of the License without penalty to Licensor. Licensee has no expectation and has received no guarantees that this License will not be terminated before the end of the License term. The parties have bargained for the flexibility of terminating this License upon tender of the requisite notice at any time during the term of the License. All work and services under the License shall be suspended upon termination of the License becoming effective.

Upon termination of this License, Licensee shall remove all equipment and structures associated with the undertakings contemplated by this License. After removal of all equipment and structures associated with the undertakings contemplated by this License, the surface shall be restored at the expense of Licensee to its original condition, as close thereto as may be practical, subject to the approval of Licensor upon inspection by Licensor's Representative, which approval shall not be unreasonably withheld. All of said work shall be completed within one hundred and eighty (180) days after termination of this License.

II. Financial Consideration

A. License Fee. The first year's license fee in the amount of THREE THOUSAND ONE HUNDRED TWENTY-EIGHT and 30/100 Dollars ($3,128.30) 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 NINE HUNDRED TWO and 80/100 Dollars ($902.80), payable on or prior to the Commencement Date.

C. Annual Fee. Licensee shall pay to Licensor an annual fee in the amount of THREE THOUSAND ONE HUNDRED TWENTY-EIGHT and 30/100 Dollars ($3,128.30), 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 fifty (50) feet in width of the road 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 locations, a road, not to exceed thirty (30) feet in width, to have the right of ingress and egress at convenient points for such purpose, and said construction width shall revert to twenty (20) feet after the road is completed. **Licensee shall provide Licensor with a complete as-built survey within sixty (60) days of completion of the road 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 road described herein may result in the termination of this License. The decision to accept a complete as-built survey after the sixty-day deadline prescribed herein, or, conversely, to terminate this License shall be in the sole and absolute discretion of Licensor.**

B. Road Repair. Licensee covenants and agrees that it will repair any of Licensor's roads that Licensee damages on Licensor's property so that such roads will comply with Licensor's Standard Specifications.

C. Utility Repair. Licensee covenants and agrees that Licensee shall, at its own expense, repair all water lines, sewer lines, service lines and water meters owned by Licensor that Licensee, its employees, its agents or assigns, damage so that such water lines, sewer lines and water meters shall comply with the requirements of Licensor's Standard Specifications.

D. Depth. Intentionally omitted.

E. Approval of Bids. Before Licensee seeks bids on any phase of the repair of public streets, alleys, water lines, sewer lines or any other public utilities, the specifications shall be approved by Licensor's Representative.

F. Reservation of Rights. Licensor expressly reserves the right to install, repair, or reconstruct streets or roads and all ancillary public uses usual and customary in connection with streets and roads, expressly including but not limited to drainage facilities and related structures in the rights of way used and occupied by Licensee.

Licensor reserves the right to lay and permit to be laid, sewer, gas, water, and other pipelines or cables and conduits, and to do and permit to be done, any underground or overhead installation or improvement that may be deemed necessary or proper by the governing body of Licensor, in, on, across, along, over, under, and through any property occupied by Licensee. In permitting such work to be done, Licensor shall not (except to the extent of Licensor's gross negligence or willful misconduct) be liable to Licensee for any damage so caused to Licensee's system or property,

NOR SHALL LICENSOR BE LIABLE TO LICENSEE FOR ANY DAMAGES TO LICENSEE'S ROADWAY ARISING OUT OF THE NEGLIGENCE, BUT EXCLUDING THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, OF LICENSOR, ITS EMPLOYEES, OFFICERS OR AGENTS, OR LICENSOR'S CONTRACTORS OR SUBCONTRACTORS. If Licensor requires Licensee to remove, alter, change, adapt, or conform Licensee's facilities because of changes in the grade or construction of a street or in the location or manner of constructing a water pipe, sewer pipe, or other surface, underground or aboveground structure owned by Licensor, Licensee shall make the alterations or changes as soon as practicable, and in no event longer than one hundred eighty (180) days, when ordered in writing by Licensor, without claim for reimbursement for the cost of the relocation or for damages against Licensor. If these requirements impose a financial hardship upon Licensee, Licensee shall have the right to present alternative proposals for Licensor's consideration.

G. Non-exclusive. Licensor expressly reserves the full right to grant other easements or rights of way crossing or running parallel with the rights of way used by Licensee.

H. Abandonment. It is especially provided, however, that as an express condition of this License, and not as a mere covenant, in the event Licensee abandons any equipment or appurtenances to the undertakings contemplated by this License, or the Property ceases to be used for the purposes enumerated herein for any period of twelve (12) consecutive months, or longer, other than the time elapsing between the date hereof and construction, and upon giving Licensee one hundred and twenty (120) days' written notice, then and in that event, this License shall automatically revert to Licensor, its successors or assigns, free and clear of any right, title, or interest in Licensee, or any re-entry by Licensor.

I. Approval of Specifications. In the event Licensee desires to reconstruct, repair, maintain, replace or remove any roadway built hereunder, Licensee shall submit the plans and specifications that pertain to the rebuilding or repairs of Licensor's streets and roads and the rebuilding or repairs of any of Licensor's public utilities to Licensor's Representative for his or her approval. In the event of emergency repairs necessary to restore service, Licensee shall notify Licensor's Representative before making any repairs if during a Licensor work day. If not on a work day, Licensee shall notify Licensor's Representative on the first work day after repairs have begun.

J. Gates and Fences. Licensee agrees to use existing gates and roadways where available, to enter, leave and cross the Property; provided that Licensee shall not use any road marked "Closed." Licensee and all persons entering or leaving the Property in connection with Licensee's operations hereunder shall keep all outside and interior gates securely closed except during operations related to this License. Licensee shall keep all outside gates, and all other gates designated by Licensor, securely locked except during operations related to this License. At any gate that is to be locked, Licensor may install its own lock in addition to Licensee's lock.

Licensee agrees that Licensee shall not cut or go over any fence at any time or in connection with any operations on the Property without first obtaining Licensor's express consent thereto in writing. All gates or openings in fences shall be at mutually agreeable location(s) between Licensee and Licensor and shall be constructed as reasonably required by Licensor. Upon the termination of this License, at Licensor's election, gates in fences shall be left in place and shall thereafter be owned by Licensor or Licensee shall remove such gates and restore the fence to its original condition as nearly as reasonably practicable. The terms, provisions and requirements of this

provision shall survive the termination or expiration of this License.

K. Trash. Licensee shall keep the Property free of trash and debris at all times. Under no circumstances, will Licensee be allowed to bury any trash, debris or foreign material of any kind on or under the Property. Licensor shall have the right to expel and permanently ban from the Property any person observed disposing of trash on the Property. Upon the completion of any operations, all ribbons, flags, stakes and similar items shall by promptly removed from the Property.

L. Hunting, Fishing and Alcohol Prohibited. No agent, employee, representative, contractor or subcontractor of Licensee or any other person allowed to enter the Property by Licensee shall be permitted to hunt, fish, trap, camp, picnic, ride motorcycles or four-wheelers or otherwise conduct any social gathering on the Property, nor shall any such persons be permitted to bring firearms, archery equipment, dogs, alcoholic beverages or illegal drugs on the Property at any time. Violations of this provision shall cause the violator to be regarded as a trespasser and subject to prosecution under trespass laws of the State of Texas. Licensor shall have the right to expel and permanently ban from the Property any person observed on the Property in violation of this provision.

M. Storage of Machinery and Equipment. Licensee shall use no part of the Property to store machinery, equipment, or other property of Licensee while it is not being used.

N. Additional Reservations. Licensor reserves the right to use the surface, subsurface or airspace above the land covered by this License for any purpose allowed by law and deemed necessary by Licensor and to do and permit to be done, any work in connection therewith which may be deemed necessary or proper by Licensor in, on, across, along, over, under, and through said right of way occupied by Licensee. In the event of such work in connection with said purposes it shall be deemed necessary by Licensor, at Licensor's sole discretion, to alter, change, adapt, conform or relocate Licensee's roadway, such alteration or change or relocation shall be commenced and completed by Licensee within one hundred eighty (180) days after being ordered in writing by Licensor pursuant to directions from Licensor's City Council without any claim for reimbursement for the cost of the relocation or damages against Licensor. The relocation or alteration shall be at the sole cost of Licensee. Provided, however, that Licensee shall at all times be entitled to receive from appropriate governmental bodies, excluding Licensor, payment for alteration or relocation of its system to which it may be lawfully entitled to under applicable federal or state laws with respect to relocation payments.

IV. Standard General Conditions

A. Insurance. Licensee shall at all times during the term of this License maintain and keep in full force and effect insurance in the following types and minimum amounts with companies authorized to do business in the State of Texas:

Commercial General Liability (including Contractual liability):

- Personal Injury: $1,000,000.00 per person
  $1,000,000.00 per occurrence
- Property Damage: $100,000.00 per occurrence

Business Automobile Liability:	$1,000,000.00 combined single limit-- Personal Injury and Property Damage
Workers' Compensation:	Statutory limits
Employers' Liability:	$1,000,000.00 per accident or occurrence
Excess Liability:	$10,000,000.00 each occurrence $10,000,000.00 aggregate

The Commercial General Liability shall be on an occurrence basis. This insurance shall name Licensor as an additional insured and all insurance shall waive subrogation in favor of Licensor.

The Workers' Compensation coverage provided by Licensee shall inure to the benefit of employees injured during the course and scope of their employment by Licensee pursuant to this License. The Workers' Compensation insurance shall waive all rights of subrogation against Licensor.

The Business Automobile Liability insurance provided by Licensee shall cover any auto for bodily injury and property damage, including owned vehicles, hired and non-owner vehicles, and employee non-ownership, and the amount of such policy shall be a minimum of $1,000,000.00 covering any vehicle used for the execution of the work that is the subject of this License. This insurance shall name Licensor as an additional insured and all insurance shall waive subrogation in favor of Licensor.

The parties agree that, prior to the execution of the License, Licensee shall provide one or more certificates of insurance showing that the requirements of this article have been met. This decision shall be in Licensor's sole discretion.

Licensor shall be provided the notice by Licensee's insurance provider not later than thirty (30) days prior to any reduction or termination of such coverage. Licensor shall not be required to provide any insurance whatsoever pursuant to this License.

Licensee shall contractually require all contractors, subcontractors, and sub-subcontractors that work on any portion of the work that is the subject of this License to obtain insurance coverage that meets or exceeds the policy requirements and minimum amounts as required by Licensee, and name the City of Midland as an additional insured. Licensee certifies that the one or more certificates of insurance provided as required herein complies with the requirements of Chapter 1811 of the Texas Insurance Code. Licensee shall not use an unapproved certificate of insurance or insert inappropriate language on a certificate. Compliance with state law is the sole responsibility of Licensee.

B. Indemnity. LICENSEE SHALL INDEMNIFY AND HOLD HARMLESS AND DEFEND LICENSOR, AND ALL OF LICENSOR'S OFFICERS, AGENTS AND EMPLOYEES FROM ALL SUITS, ACTIONS, CLAIMS, DAMAGES, PERSONAL INJURIES, ACCIDENTAL DEATH, PROPERTY DAMAGE, LOSSES AND EXPENSE OF ANY CHARACTER WHATSOEVER, INCLUDING REASONABLE ATTORNEY'S FEES, BROUGHT FOR OR ON ACCOUNT OF ANY INJURIES OR DAMAGES RECEIVED

OR SUSTAINED BY ANY PERSON OR PERSONS OR PROPERTY ON ACCOUNT OF ANY NEGLIGENT ACT OF LICENSEE, LICENSEE'S OFFICERS, AGENTS OR EMPLOYEES, WHETHER SUCH NEGLIGENT ACT WAS THE SOLE PROXIMATE CAUSE OF THE INJURY OR DAMAGE OR A PROXIMATE CAUSE JOINTLY AND CONCURRENTLY WITH LICENSEE OR LICENSEE'S EMPLOYEES', AGENTS' OR SUBCONTRACTORS' NEGLIGENCE, IN THE EXECUTION, SUPERVISION AND OPERATIONS GROWING OUT OF OR IN ANY WAY CONNECTED WITH THE PERFORMANCE OF THIS LICENSE INCLUDING SUCH NEGLIGENT ACTS ARISING FROM OR IN ANY WAY CONNECTED WITH THE PLACEMENT, CONSTRUCTION, OPERATION, REPAIR, MAINTENANCE, REPLACEMENT OR REMOVAL OF ANY PART OF LICENSEE'S ROADWAY IN LICENSOR'S RIGHT OF WAY. LICENSEE WILL BE REQUIRED TO PAY ANY JUDGMENT WITH COSTS WHICH MAY BE OBTAINED AGAINST LICENSOR OR ANY OF ITS OFFICERS, AGENTS OR EMPLOYEES, INCLUDING REASONABLE ATTORNEY'S FEES, BUT ONLY TO THE EXTENT LICENSEE OWES LICENSOR AN INDEMNITY UNDER THIS PARAGRAPH.

LICENSEE AGREES THAT LICENSEE SHALL INDEMNIFY AND SAVE LICENSOR HARMLESS FROM ALL CLAIMS GROWING OUT OF ANY DEMANDS OF SUBCONTRACTORS, LABORERS, WORKMEN, MECHANICS, MATERIALMEN, AND FURNISHERS OF MACHINERY AND PARTS THEREOF, EQUIPMENT, POWER TOOLS, ALL SUPPLIES, CONSTRUCTION, OPERATION, REPAIR, MAINTENANCE, REPLACEMENT OR REMOVAL OF THE ROADWAY DESCRIBED HEREIN.

LICENSEE SHALL INDEMNIFY AND HOLD HARMLESS AND DEFEND LICENSOR, AND ALL OF LICENSOR'S OFFICERS, AGENTS OR EMPLOYEES FROM ALL SUITS, ACTIONS, CLAIMS, DAMAGES, PERSONAL INJURIES, ACCIDENTAL DEATH, PROPERTY DAMAGE, LOSSES AND EXPENSE OF ANY CHARACTER WHATSOEVER, INCLUDING REASONABLE ATTORNEY'S FEES, BROUGHT FOR OR ON ACCOUNT OF ANY INJURIES OR DAMAGES RECEIVED OR SUSTAINED BY ANY PERSON OR PERSONS OR PROPERTY ON ACCOUNT OF ANY NEGLIGENT ACT OF LICENSOR, LICENSOR'S OFFICERS, AGENTS OR EMPLOYEES, WHETHER SUCH NEGLIGENT ACT WAS THE SOLE PROXIMATE CAUSE OF THE INJURY OR DAMAGE OR A PROXIMATE CAUSE JOINTLY AND CONCURRENTLY WITH LICENSEE OR LICENSEE'S EMPLOYEES', AGENTS' OR SUBCONTRACTORS' NEGLIGENCE, IN THE EXECUTION, SUPERVISION AND OPERATIONS GROWING OUT OF OR IN ANY WAY CONNECTED WITH THE PERFORMANCE OF THIS LICENSE INCLUDING SUCH NEGLIGENT ACTS ARISING FROM OR IN ANY WAY CONNECTED WITH THE PLACEMENT, CONSTRUCTION, OPERATION, REPAIR, MAINTENANCE, REPLACEMENT OR REMOVAL OF ANY PART OF LICENSEE'S ROADWAY IN LICENSOR'S RIGHT OF WAY. LICENSEE WILL BE REQUIRED TO PAY ANY JUDGMENT WITH COSTS WHICH MAY BE OBTAINED AGAINST LICENSOR OR ANY OF ITS OFFICERS, AGENTS OR EMPLOYEES, INCLUDING REASONABLE ATTORNEY'S FEES.

LICENSEE SHALL INDEMNIFY AND HOLD HARMLESS AND DEFEND LICENSOR, AND ALL OF LICENSOR'S OFFICERS, AGENTS AND EMPLOYEES FROM ALL CLAIMS, LOSSES, DAMAGES, LIABILITIES, LIENS, FINES, PENALTIES, CAUSES

OF ACTION, SUITS, CHARGES, JUDGMENTS, ADMINISTRATIVE ORDERS, REMEDIATION REQUIREMENTS, ENFORCEMENT ACTIONS OF ANY KIND, AND ALL COSTS AND EXPENSES OF ANY CHARACTER WHATSOEVER, INCLUDING REASONABLE ATTORNEY'S FEES, BROUGHT FOR OR ON ACCOUNT OF FAILURE OF LICENSEE, ANY CONTRACTOR, SUBCONTRACTOR, ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY THEM, OR ANYONE THAT THEY CONTROL OR EXERCISE CONTROL OVER TO COMPLY WITH ALL APPLICABLE LOCAL, FEDERAL AND/OR STATE ENVIRONMENTAL LAWS, INCLUDING BUT NOT LIMITED TO THE RESOURCE CONSERVATION AND RECOVERY ACT (RCRA) AND THE COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION, AND LIABILITY ACT (CERCLA) (AS THEY MAY BE REAUTHORIZED AND/OR AMENDED) AND ALL OTHER LOCAL, FEDERAL AND STATE LAWS, IN CONNECTION WITH OR RELATED TO ANY OF LICENSEE'S OPERATIONS OR ACTIVITIES ON THE PROPERTY, OR ANY OF LICENSEE'S HANDLING, STORING, RELEASING, TRANSPORTING OR DISPOSING OF ALL SUBSTANCES, INCLUDING, BUT NOT LIMITED TO HAZARDOUS SUBSTANCES AND HAZARDOUS WASTES, ON OR FROM THE PROPERTY OR ANY OTHER LANDS OF LICENSOR.

NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, THE PARTIES HEREBY EXPRESSLY WAIVE THEIR RIGHT TO RECOVER ANY PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES ARISING OUT OF THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY. FURTHERMORE, IN NO EVENT SHALL LICENSEE'S INDEMNIFICATION OBLIGATIONS HEREUNDER EXTEND TO ANY CLAIMS, DAMAGES, INJURIES, DEATH, DAMAGES, LOSSES OR EXPENSES OF ANY CHARACTER WHATSOEVER TO THE EXTENT ARISING OUT TO THE GROSS NEGLIGENCE OF WILLFUL MISCONDUCT OF LICENSOR OR ANY OF LICENSOR'S OFFICERS, AGENTS, CONTRACTORS, SUBCONTRACTORS OR EMPLOYEES.

C. Assignment. The rights granted by this License inure to the benefit of Licensee. The rights and privileges shall not be assignable by Licensee without the express written consent of Licensor's City Manager. Any required consent is to be evidenced by a letter written by Licensor's City Manager that fully recites the terms and conditions, if any, upon which consent is given. The granting of consent is in the sole discretion of Licensor's City Manager.

D. Independent Contractor. It is expressly understood and agreed that Licensee shall perform all work and services described herein as an independent contractor and not as an officer, agent, servant or employee of Licensor; that Licensee shall have exclusive control of and the exclusive right to control the details of the services and work performed hereunder, and all persons performing the same; and shall be solely responsible for the acts and omissions of its officers, agents, employees, contractors and subcontractors; that the doctrine of respondeat superior shall not apply as between Licensor and Licensee, its officers, agents, employees, contractors and subcontractors; and that nothing herein shall be construed as creating a partnership or joint enterprise between Licensor and Licensee. No person performing any of the work and services described hereunder shall be considered an officer, agent, servant or employee of Licensor. Further, it is specifically understood and agreed that nothing in this License is intended or shall be construed as creating a "Community of Pecuniary Interest" or "An Equal Right of Control" which

would give rise to vicarious liability. Licensee shall be an independent contractor under this License and shall assume all of the rights, obligations and liabilities applicable to it as such independent contractor hereunder. Licensor does not have the power to direct the order in which the work is done. Licensor shall not have the right to control the means, methods or details of Licensee's work. Licensee shall assume exclusive responsibility for the work. Licensee is entirely free to do the work in its own way.

E. Waiver of Attorney Fees. BY EXECUTING THIS LICENSE, LICENSEE AGREES TO WAIVE, AND DOES HEREBY KNOWINGLY, CONCLUSIVELY, VOLUNTARILY AND INTENTIONALLY WAIVE, ANY CLAIM IT HAS OR MAY HAVE IN THE FUTURE AGAINST LICENSOR REGARDING THE AWARD OF REASONABLE ATTORNEY'S FEES, WHICH ARE IN ANY WAY RELATED TO THE LICENSE OR THE CONSTRUCTION OR INTERPRETATION OF THE LICENSE. LICENSEE SPECIFICALLY AGREES THAT IF LICENSEE BRINGS OR COMMENCES ANY LEGAL ACTION OR PROCEEDING RELATED TO THIS LICENSE, THE CONSTRUCTION, INTERPRETATION, VALIDITY OR BREACH OF THIS LICENSE, INCLUDING BUT NOT LIMITED TO ANY ACTION PURSUANT TO THE PROVISIONS OF THE TEXAS UNIFORM DECLARATORY JUDGMENTS ACT (TEXAS CIVIL PRACTICE AND REMEDIES CODE SECTION 37.001, ET SEQ., AS AMENDED), OR CHAPTER 271 OF THE TEXAS LOCAL GOVERNMENT CODE, LICENSEE AGREES TO ABANDON, WAIVE AND RELINQUISH ANY AND ALL RIGHTS TO THE RECOVERY OF REASONABLE ATTORNEY'S FEES TO WHICH LICENSEE MIGHT OTHERWISE BE ENTITLED.

LICENSEE AGREES THAT THIS IS THE VOLUNTARY AND INTENTIONAL RELINQUISHMENT AND ABANDONMENT OF A PRESENTLY EXISTING, KNOWN RIGHT. LICENSEE ACKNOWLEDGES THAT IT UNDERSTANDS ALL TERMS AND CONDITIONS OF THIS LICENSE. LICENSEE FURTHER ACKNOWLEDGES AND AGREES THAT THERE WAS AND IS NO DISPARITY OF BARGAINING POWER BETWEEN LICENSOR AND LICENSEE. THIS SECTION SHALL NOT BE CONSTRUED OR INTERPRETED AS A WAIVER OF GOVERNMENTAL IMMUNITY.

LICENSEE AND LICENSOR ARE RELYING ON THEIR OWN JUDGMENT. EACH PARTY HAD THE OPPORTUNITY TO DISCUSS THIS LICENSE WITH LEGAL COUNSEL PRIOR TO ITS EXECUTION.

F. Governing Law & Venue. All performance and payment made pursuant to this License shall be deemed to have occurred in Midland County, Texas. Exclusive venue for any claims, suits or any other action arising from or connected in any way to this License or the performance of this License shall be in Midland County, Texas. The obligations and undertakings of each of the parties to this License shall be deemed to have been performed in Midland County, Texas. This License shall be construed, interpreted and enforced under the laws of the State of Texas. The laws of the State of Texas shall govern, construe and enforce all the rights and duties of the parties, including but not limited to tort claims and any and all other claims or disputes, arising from or relating in any way to the subject matter of this License, without regard to conflict of laws and rules that would direct application of the laws of another jurisdiction.

G. Release. NOTWITHSTANDING ANY OTHER PROVISIONS OF THIS LICENSE,

LICENSEE HEREBY RELEASES, ACQUITS, RELINQUISHES AND FOREVER DISCHARGES LICENSOR, LICENSOR'S EMPLOYEES AND OFFICERS FROM ANY AND ALL DEMANDS, CLAIMS, DAMAGES OR CAUSES OF ACTION OF ANY KIND WHATSOEVER WHICH LICENSEE HAS OR MIGHT HAVE IN THE FUTURE WITH REGARDS TO THIS LICENSE, INCLUDING BUT NOT LIMITED TO BREACH OF CONTRACT, QUANTUM MERUIT, TORT CLAIMS, LICENSOR'S NEGLIGENCE OR CLAIMS UNDER THE DUE PROCESS AND TAKINGS CLAUSES OF THE TEXAS AND UNITED STATES CONSTITUTIONS; PROVIDED, HOWEVER, THAT SAID RELEASE SHALL NOT EXTEND TO ANY DEMANDS, CLAIMS, DAMAGES OR CAUSES OF ACTION RELATING TO INTENTIONAL MISCONDUCT OR GROSS NEGLIGENCE ON THE PART OF LICENSOR.

H. Governmental Immunity. By executing this License, Licensor is not waiving its right of governmental immunity. Licensor is retaining its immunity from suit. Licensor is not granting consent to be sued by legislative resolution or action. **THERE IS NO WAIVER OF GOVERNMENTAL IMMUNITY.**

I. Third Party Beneficiary. Licensor's approval of this License does not create a third party beneficiary. There is no third party beneficiary to this License. No person or entity who is not a party to this License shall have any third party beneficiary or other rights hereunder.

J. Notices. Any notice or communication required in the administration of this License shall be sent by certified mail, return receipt requested, to the parties' respective mailing addresses as set forth hereinabove.

K. Notice of Alleged Breach; Statutory Prerequisite. As a condition precedent to filing suit for alleged damages incurred by an alleged breach of an express or implied provision of this License, Licensee or its legal representative, shall give the City Manager, or any other reasonable official of Licensor, notice in writing (consisting of one (1) original and seven (7) copies of notice attached to a copy of this License) of such damages, duly verified, within one hundred eighty (180) days after the same has been sustained. The discovery rule does not apply to the giving of this notice. The notice shall include when, where and how the damages occurred, the apparent extent thereof, the amount of damages sustained, the amount for which Licensee will settle, the physical and mailing addresses of Licensee at the time and date the claim was presented and the physical and mailing addresses of Licensee for the six (6) months immediately preceding the occurrence of such damages, and the names and addresses of the witnesses upon whom Licensee relies to establish its claim; and a failure to so notify the City Manager within the time and manner provided herein shall exonerate, excuse and except Licensor from any liability whatsoever. Licensor is under no obligation to provide notice to Licensee that Licensee's notice is insufficient. Licensor reserves the right to request reasonable additional information regarding the claim. Said additional information shall be supplied within thirty (30) days after receipt of notice.

The statutory prerequisites outlined herein constitute jurisdictional requirements pursuant to Section 271.154 of the Texas Local Government Code and Section 311.034 of the Texas Government Code. Notwithstanding any other provision, Licensee's failure to comply with the requirements herein shall perpetually bar Licensee's claim for damages under Chapter 271 of the Texas Local Government Code, and Section 311.034 of the Texas Government Code, regardless if Licensor has actual or constructive notice or knowledge of said claim or alleged damages.

Licensee agrees that the requirements of this entire License are reasonable.

L. Consideration. The terms of this License are supported by good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties named herein.

M. Waiver of Governmental Immunity; Chapter 271, TEX. LOC. GOV'T CODE. The parties agree that this License does not constitute a License or Contract for providing goods and/or services to Licensor as discussed in Subchapter I of Chapter 271 of the Texas Local Government Code, and Licensor does not waive, to the maximum extent allowed by law, any constitutional, statutory or common law right to sovereign immunity or governmental immunity from liability or suit. Licensor expressly does not consent to be sued or be liable. To the greatest extent allowed by law, nothing in this License constitutes a waiver of Licensor's governmental immunity and the parties expressly agree that this License shall not constitute, nor be interpreted as a waiver of Licensor's governmental immunity under Subchapter I of Chapter 271 of the Texas Local Government Code, nor shall it constitute nor be interpreted as a waiver of Licensor's governmental immunity for the benefit of any third party lacking privity to the License.

This License does not obligate Licensee to use the Property to construct, repair, operate, replace, and maintain Licensor's facilities or structures described herein, it merely prohibits Licensee from using the Property for any other purpose. This License restricts the use of the Property to a specific purpose, but does not require the use of the Property for a specific purpose. This License does not require Licensee to construct, operate, repair, maintain, replace or remove any of Licensee's facilities or structures described herein. Licensee is not providing a service to Licensor but is providing a service to Licensee's customers. Licensee is paying Licensor for a temporary interest in real property not for a service. Any such provision shall be deemed to be a covenant against noncomplying use, not a covenant to use. Licensee's use of the Property in compliance with a restriction shall not constitute a service, and such complying use shall not operate to waive Licensor's governmental immunity.

N. Compliance. Licensee agrees that it shall comply with Texas Government Code Section 2252.908, as amended, to the extent that this statute applies to this License. Licensee agrees that it shall comply with Texas Local Government Code Section 176.006, as amended, to the extent that this statute applies to this License.

O. Texas Historical Commission Survey. Licensee agrees that it shall comply with Chapter 191 of the Texas Natural Resources Code. By executing this License, Licensee represents that it has contacted the Texas Historical Commission (the "Commission") for the purpose of determining whether the Commission will request that an archaeological survey be completed before Licensee commences operations on the Property, as contemplated herein. Licensee agrees that it shall complete or cause to be completed an archaeological survey before commencing any operations on the Property if the Commission so requests and deliver the same to Licensor. Notwithstanding any provision contained herein, in the event that any site, object, artifact, or other feature of archaeological, scientific, educational, cultural, or historical interest is encountered during the operations authorized by this License, Licensee will immediately notify Licensor and the Commission so that adequate measures may be undertaken to protect or recover such discoveries or findings, as deemed appropriate by Licensor or the Commission.

LICENSOR:
CITY OF MIDLAND, TEXAS

By:_____
Robert Patrick, City Manager

ATTEST:

_____
Amy M. Turner, City Secretary

APPROVED ONLY AS TO FORM:

_____
John Ohnemiller, City Attorney

LICENSEE:
ENVIRONMENTAL DISPOSAL SYSTEMS, LLC

By:_____
Printed Name: Robert Booth
Title: Vice President of Energy Services

THE STATE OF Texas §
§
COUNTY OF Midland §

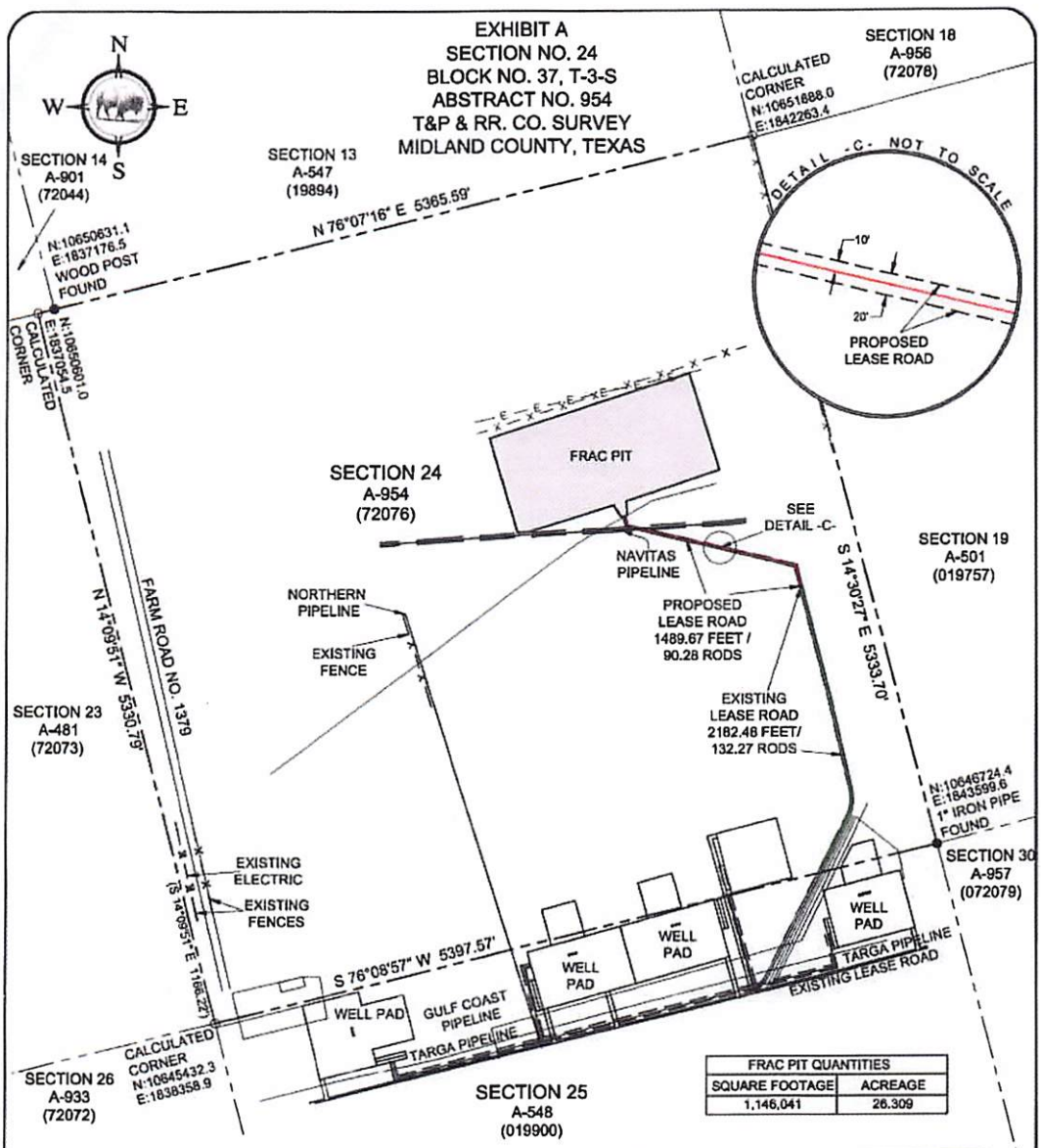
ASHLEY YVONNE PITMAN
Notary Public, State of Texas
Comm. Expires 10-04-2021
Notary ID 131304952

BEFORE ME, the undersigned authority, on this 14 day of July, 2021 personally appeared Robert Booth, Vice President of Energy Services of Endeavor Energy Resources, L.P., sole member of Environmental Disposal Systems, 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 14 day of July, 2021.

Notary Public, State of Texas

Reference No. 21-329-010



FRAC PIT QUANTITIES	
SQUARE FOOTAGE	ACREAGE
1,146,041	26.309

LEASE ROAD QUANTITIES		
	FEET	RODS
EXISTING	2,182.48'	132.27
PROPOSED	1,489.67'	90.28

I, James P. Keene, Registered Professional Land Surveyor No. 5100, do hereby state that the survey map hereon, depicts and describes the results of an actual on the ground survey made on the 14th day of February 2020, Under my direction and supervision. This survey substantially conforms to the Minimum Standards of Practice as approved by the Texas Board of Professional Engineers and Land Surveyors. This statement is not a representation of warranty of title or guarantee of ownership.

This survey was conducted without the benefit of a current title commitment, other easements and restrictions may apply.

Coordinates: NAD 83 Texas Central Zone.
Basis of Bearing is the Texas State Plane Coordinate System Central Zone, NAD 83.
-Distances must be multiplied by a combined scale factor of 1.0001288 to obtain surface distances.
ANY USE OF THIS SURVEY FOR ANY OTHER PURPOSE OR BY OTHER PARTIES SHALL BE AT THEIR RISK AND THE UNDERSIGNED IS NOT RESPONSIBLE FOR ANY LOSS RESULTING THEREOF.

STATE OF TEXAS REGISTERED
JAMES P. KEENE
5100
PROFESSIONAL LAND SURVEYOR

LEGEND	
B.O.L.	= BEGINNING OF LINE
E.O.L.	= END OF LINE
P.I.	= POINT OF INTERSECTION
(CM)	= CONTROLLING MONUMENT
-X-	= WIRE FENCE
-E-	= OVERHEAD ELECTRIC

1-800-245-4545
WWW.TEXASONECALL.COM
TEXAS ONE CALL SYSTEM
CONSTRUCTION NOTE: UNDER GROUND UTILITIES MUST BE VERIFIED BY CONTRACTOR PRIOR TO EXCAVATING.

SCALE: 1" = 1000'
1000 500 0 1000 2000
GRAPHIC SCALE

REVISED: 03/15/21 REMOVED WL (BEM)	
FIELD DATE: 02/14/20	
SCALE: 1"= 1000'	DATE: 01/08/21
DRWN: BEM	APPVD: JPK	CREW: DC
PROJ. NO. 18-02490-S24B37-PROPOSED 30' ROW, FP, AND LEASE ROADS	

ENVIRONMENTAL DISPOSAL SYSTEMS
(PROPOSED FRAC PIT AND LEASE ROAD QUANTITIES)
LOCATED IN SECTION 24,
BLOCK 37, T-3-S
T&P RR. CO. SURVEY
MIDLAND COUNTY, TEXAS

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

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 10/30/2020

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
MCGRIFF, SEIBELS & WILLIAMS OF TEXAS, INC.
10100 Katy Freeway, #400
Houston, TX 77043

CONTACT NAME:
PHONE (A/C, No, Ext): 713-877-8975 **FAX (A/C, No):** 713-877-8974
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Starr Indemnity & Liability Company	38318
INSURER B : Lloyds of London	
INSURER C : The First Liberty Insurance Corporation	33588
INSURER D : Liberty Insurance Corporation	42404
INSURER E :	
INSURER F :	

INSURED
Endeavor Energy Resources, L.P.
and Per Attached Named Insureds
110 N Marienfeld, Suite 200
Midland, TX 79701

COVERAGES **CERTIFICATE NUMBER:** L86M7RRP **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		
C	X **COMMERCIAL GENERAL LIABILITY** CLAIMS-MADE X OCCUR X Self-Insured Retention $250,000 X Time Element Poll - Incl GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC OTHER:			EB6-641-443771-110	11/01/2020	11/01/2021	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG 	$ $ $ $ $ $ $	2,000,000 2,000,000 4,000,000 4,000,000
C	**AUTOMOBILE LIABILITY** X ANY AUTO X OWNED AUTOS ONLY SCHEDULED AUTOS X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY			AS6-641-443771-100	11/01/2020	11/01/2021	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) 	$ $ $ $ $	2,000,000
A	**UMBRELLA LIAB** X OCCUR X **EXCESS LIAB** CLAIMS-MADE DED RETENTION $			1000095483201	11/01/2020	11/01/2021	EACH OCCURRENCE AGGREGATE 	$ $ $	5,000,000 5,000,000
D	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		WA7-64D-443771-090	11/01/2020	11/01/2021	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ $ $	 1,000,000 1,000,000 1,000,000
B	Excess Liability $5m xs $5m			20XS2H13266	11/01/2020	11/01/2021	Each Occurrence Aggregate	$ $	5,000,000 5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Certificate Holder is included as Additional Insured as respects to General Liability and Automobile Liability as required by written contract subject to policy terms, conditions and exclusions. A Waiver of Subrogation is provided as respects to General Liability, Automobile Liability, Excess Liability and Workers' Compensation as required by written contract subject to policy terms, conditions and exclusions.

CERTIFICATE HOLDER

City of Midland
300 N. Loraine
Midland, TX 79701 PACKET 18.16

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
July 27, 2021

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AGENCY CUSTOMER ID: _____

LOC #: _____

ADDITIONAL REMARKS SCHEDULE

PRODUCER MCGRIFF, SEIBELS & WILLIAMS OF TEXAS, INC.	**INSURED** Endeavor Energy Resources, L.P. and Per Attached Named Insureds
POLICY NUMBER	
CARRIER / **NAIC CODE**	**ISSUE DATE:** 10/30/2020

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: _____ **FORM TITLE:** _____

ENDEAVOR ENERGY RESOURCES, L.P.
Named Insured List:
Endeavor Energy Resources L.P. dba EER Energy Services
Endeavor Energy Resources L.P. dba Energy Services Well Servicing Division fka Endeavor Energy Resources, L.P. dba J & L Well Service
Endeavor Energy Resources L.P. dba Energy Services Roustabout Division fka Endeavor Energy Resources, L.P. dba Compadre Roustabout Service
Endeavor Energy Resources L.P. dba Energy Services Trucking Division fka Endeavor Energy Resources, L.P. dba C & W Transports
Endeavor Energy Resources L.P. dba Energy Services Wireline Division fka Endeavor Energy Resources, L.P. dba Jones Wireline Service
Endeavor Energy Resources, L.P. dba Electrical Maintenance and Construction
Endeavor Energy Resources, L.P. dba ACS Pump & Supply
Endeavor Energy Resources L.P. dba Energy Services Construction Division fka Endeavor Energy Resources, L.P. dba Red Dog Construction
Endeavor Petroleum, LLC
Endeavor Energy Resources L.P. dba Energy Services Vehicle Maintenence Division fka Endeavor Energy Resources, L.P. dba Vehicle Service Company
Environmental Disposal Systems, LLC

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CERTIFICATE NUMBER: L86M7RRP

City Council Meeting

Item Number: 19

Meeting Date: July 27, 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 Environmental Disposal Systems, LLC, regarding City-owned property described as Sections 12 and 24, Block 37, Township 3 South, T&P RR Co. Survey, Midland County, Texas (DISTRICT: NONE) (UTILITIES)

Purpose:

This motion will provide a 30' wide right of way for a 24'', SDR-11 type produced water pipeline. This right of way will allow Environmental Disposal Systems to move produced water in support of parent company, Endeavor Energy's production operations.

This Right-of-Way License is proposed for a single five (5) year period with the option for a single five (5) year renewal. Terms are consistent with the City's standard license for pipeline facilities of this nature.

Recommended City Council Action:

Approve

Fiscal Impact:

Application fee (one time): $1,000

Annual Lease Rate,

Produced Water Pipeline ($20/rod * 243.05): $4861.00

Surface Damages: one time

Pipeline (24.05 rods x $10/rod): $2430.50

Total Collected: $8291.50

Discussion:

Environmental Disposal Systems, LLC is a wholly owned subsidiary of Endeavor Energy, this pipeline will support mineral recovery operations on this property and adjacent privately owned property. This right of way will include an additional 50' wide temporary construction area. Pipeline will be buried a minimum 40'' deep.

Current Certificate of Insurance is on file.

City Secretary will record all documents

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 28, 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:	Environmental Disposal Systems, LLC
Licensee's Representative:	**Robert Booth**
Licensee's Mailing Address:	110 N. Marienfeld St. Midland, Texas 79701
Property:	See **Exhibit A** attached hereto and incorporated herein for all purposes.

Licensee desires use of property owned by Licensor in Midland County, Texas (the "Property"), for purposes set forth below. Licensee acknowledges and agrees that it must obtain a license (the "License") in order to use the public lands of Licensor.

W I T N E S S E T H:

For and in consideration of the execution of this License and the mutual promises and covenants of the parties hereto, it is mutually promised, understood and agreed as follows:

I. Term

A. Initial Term. This License shall be for a term of five (5) years (the "Initial Term"), commencing with the date of this License (the "Commencement Date") unless terminated earlier as provided hereafter.

B. Renewal Term. This License shall automatically renew at the end of the Initial Term for one (1) additional term of five (5) years, upon the written request of Licensee received by Licensor on or before one hundred twenty (120) days prior to the expiration of the Initial Term then in effect, subject to the express written consent of the governing body of Licensor.

C. Termination. Licensor may terminate this License if Licensee fails to pay, when due, any amount owing under this License and that failure continues for sixty (60) days or, if Licensee

commits any material breach or material default in performance of any obligation, prohibition, restriction, provision or covenant contained in this License, and the breach or default continues for a period of thirty (30) days after Licensor delivers notice to Licensee reasonably detailing the breach or default.

Additionally, Licensor may terminate this License at will for any or no reason upon giving at least three hundred sixty-five (365) days' written notice to Licensee. The parties to this License understand and agree that it is in Licensor's sole discretion to cancel the License during the term of the License without penalty to Licensor. Licensee has no expectation and has received no guarantees that this License will not be terminated before the end of the License term. The parties have bargained for the flexibility of terminating this License upon tender of the requisite notice at any time during the term of the License. All work and services under the License shall be suspended upon termination of the License becoming effective.

Upon termination of this License, Licensee shall remove all equipment and structures associated with the undertakings contemplated by this License. After removal of all equipment and structures associated with the undertakings contemplated by this License, the surface shall be restored at the expense of Licensee to its original condition, as close thereto as may be practical, subject to the approval of Licensor upon inspection by Licensor's Representative, which approval shall not be unreasonably withheld. All of said work shall be completed within one hundred and eighty (180) days after termination of this License.

II. Financial Consideration

A. License Fee. The first year's license fee in the amount of FOUR THOUSAND EIGHT HUNDRED SIXTY-ONE and No/100 Dollars ($4,861.00) 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 TWO THOUSAND FOUR HUNDRED THIRTY and 50/100 Dollars ($2,430.50), payable on or prior to the Commencement Date.

C. Annual Fee. Licensee shall pay to Licensor an annual fee in the amount of FOUR THOUSAND EIGHT HUNDRED SIXTY-ONE and No/100 Dollars ($4,861.00), 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 fifty (50) feet in width of the pipeline location as shown on **Exhibit A** attached hereto and incorporated herein for the purpose of placing, constructing, operating, repairing, maintaining, replacing and removing, thereon, along the herein described pipeline locations, a SDR-11type pipeline, not to exceed twenty-four (24) inches in diameter, for the transportation of produced water, 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 forty-eight (48) 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 (except to the extent of Licensor's gross negligence or willful misconduct) be liable to Licensee for any damage so caused to Licensee's system or property, **NOR SHALL LICENSOR BE LIABLE TO LICENSEE FOR ANY DAMAGES TO LICENSEE'S PIPELINE(S), CASING, OR COMPRESSOR STATION, ARISING OUT OF THE NEGLIGENCE, BUT EXCLUDING THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, OF LICENSOR, ITS EMPLOYEES, OFFICERS OR AGENTS, OR LICENSOR'S CONTRACTORS OR SUBCONTRACTORS.** If Licensor requires Licensee to remove, alter, change, adapt, or conform Licensee's facilities because of changes in the grade or construction of a street or in the location or manner of constructing a water pipe, sewer pipe, or other surface, underground or aboveground structure owned by Licensor, Licensee shall make the alterations or changes as soon as practicable, and in no event longer than one hundred eighty (180) days, when ordered in writing by Licensor, without claim for reimbursement for the cost of the relocation or for damages against Licensor. If these requirements impose a financial hardship upon Licensee, Licensee shall have the right to present alternative proposals for Licensor's consideration.

G. Non-exclusive. Licensor expressly reserves the full right to grant other easements or rights of way crossing or running parallel with the rights of way used by Licensee.

H. Abandonment. It is especially provided, however, that as an express condition of this License, and not as a mere covenant, in the event Licensee abandons any equipment or appurtenances to the undertakings contemplated by this License, or the Property ceases to be used for the purposes enumerated herein for any period of twelve (12) consecutive months, or longer, other than the time elapsing between the date hereof and construction, and upon giving Licensee one hundred and twenty (120) days' written notice, then and in that event, this License shall automatically revert to Licensor, its successors or assigns, free and clear of any right, title, or interest in Licensee, or any re-entry by Licensor.

I. Approval of Specifications. In the event Licensee desires to reconstruct, repair, maintain, replace or remove any pipeline or casing system built hereunder, Licensee shall submit the plans and specifications that pertain to the rebuilding or repairs of Licensor's streets and roads and the rebuilding or repairs of any of Licensor's public utilities to Licensor's Representative for his or her approval. In the event of emergency repairs necessary to restore service, Licensee shall notify Licensor's Representative before making any repairs if during a Licensor work day. If not on a work day, Licensee shall notify Licensor's Representative on the first work day after repairs have begun.

J. Gates and Fences. Licensee agrees to use existing gates and roadways where available, to

enter, leave and cross the Property; provided that Licensee shall not use any road marked "Closed." 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
Excess Liability:	$10,000,000.00 each occurrence $10,000,000.00 aggregate

The Commercial General Liability shall be on an occurrence basis. This insurance shall name Licensor as an additional insured and all insurance shall waive subrogation in favor of Licensor.

The Workers' Compensation coverage provided by Licensee shall inure to the benefit of employees injured during the course and scope of their employment by Licensee pursuant to this License. The Workers' Compensation insurance shall waive all rights of subrogation against Licensor.

The Business Automobile Liability insurance provided by Licensee shall cover any auto for bodily injury and property damage, including owned vehicles, hired and non-owner vehicles, and employee non-ownership, and the amount of such policy shall be a minimum of $1,000,000.00 covering any vehicle used for the execution of the work that is the subject of this License. This insurance shall name Licensor as an additional insured and all insurance shall waive subrogation in favor of Licensor.

The parties agree that, prior to the execution of the License, Licensee shall provide one or more certificates of insurance showing that the requirements of this article have been met. This decision shall be in Licensor's sole discretion.

Licensor shall be provided the notice by Licensee's insurance provider not later than thirty (30) days prior to any reduction or termination of such coverage. Licensor shall not be required to provide any insurance whatsoever pursuant to this License.

Licensee shall contractually require all contractors, subcontractors, and sub-subcontractors that work on any portion of the work that is the subject of this License to obtain insurance coverage that meets or exceeds the policy requirements and minimum amounts as required by Licensee, and name the City of Midland as an additional insured. Licensee certifies that the one or more certificates of insurance provided as required herein complies with the requirements of Chapter 1811 of the Texas Insurance Code. Licensee shall not use an unapproved certificate of insurance or insert inappropriate language on a certificate. Compliance with state law is the sole responsibility of Licensee.

B. Indemnity. LICENSEE SHALL INDEMNIFY AND HOLD HARMLESS AND DEFEND LICENSOR, AND ALL OF LICENSOR'S OFFICERS, AGENTS AND EMPLOYEES FROM ALL SUITS, ACTIONS, CLAIMS, DAMAGES, PERSONAL INJURIES, ACCIDENTAL DEATH, PROPERTY DAMAGE, LOSSES AND EXPENSE OF ANY CHARACTER WHATSOEVER, INCLUDING REASONABLE ATTORNEY'S FEES, BROUGHT FOR OR ON ACCOUNT OF ANY INJURIES OR DAMAGES RECEIVED OR SUSTAINED BY ANY PERSON OR PERSONS OR PROPERTY ON ACCOUNT OF ANY NEGLIGENT ACT OF LICENSEE, LICENSEE'S OFFICERS, AGENTS OR EMPLOYEES, WHETHER SUCH NEGLIGENT ACT WAS THE SOLE PROXIMATE CAUSE OF THE INJURY OR DAMAGE OR A PROXIMATE CAUSE JOINTLY AND CONCURRENTLY WITH LICENSEE OR LICENSEE'S EMPLOYEES', AGENTS' OR SUBCONTRACTORS' NEGLIGENCE, IN THE EXECUTION, SUPERVISION AND OPERATIONS GROWING OUT OF OR IN ANY WAY CONNECTED WITH THE PERFORMANCE OF THIS LICENSE INCLUDING SUCH NEGLIGENT ACTS ARISING FROM OR IN ANY WAY CONNECTED WITH THE PLACEMENT, CONSTRUCTION, OPERATION, REPAIR, MAINTENANCE, REPLACEMENT OR REMOVAL OF ANY PART OF LICENSEE'S PIPELINE(S),CASING SYSTEM, OR COMPRESSOR STATION IN LICENSOR'S RIGHT OF WAY. LICENSEE WILL BE REQUIRED TO PAY ANY JUDGMENT WITH COSTS WHICH MAY BE OBTAINED AGAINST LICENSOR OR ANY OF ITS OFFICERS, AGENTS OR EMPLOYEES, INCLUDING REASONABLE ATTORNEY'S FEES, BUT ONLY TO THE EXTENT LICENSEE OWES LICENSOR AN INDEMNITY UNDER THIS PARAGRAPH.

LICENSEE AGREES THAT LICENSEE SHALL INDEMNIFY AND SAVE LICENSOR HARMLESS FROM ALL CLAIMS GROWING OUT OF ANY DEMANDS OF SUBCONTRACTORS, LABORERS, WORKMEN, MECHANICS, MATERIALMEN, AND FURNISHERS OF MACHINERY AND PARTS THEREOF, EQUIPMENT, POWER TOOLS, ALL SUPPLIES, CONSTRUCTION, OPERATION, REPAIR, MAINTENANCE, REPLACEMENT OR REMOVAL OF THE PIPELINE(S), CASING SYSTEM, OR COMPRESSOR STATION DESCRIBED HEREIN.

LICENSEE SHALL INDEMNIFY AND HOLD HARMLESS AND DEFEND LICENSOR, AND ALL OF LICENSOR'S OFFICERS, AGENTS OR EMPLOYEES FROM ALL SUITS, ACTIONS, CLAIMS, DAMAGES, PERSONAL INJURIES, ACCIDENTAL DEATH, PROPERTY DAMAGE, LOSSES AND EXPENSE OF ANY CHARACTER WHATSOEVER, INCLUDING REASONABLE ATTORNEY'S FEES, BROUGHT FOR OR ON ACCOUNT OF ANY INJURIES OR DAMAGES RECEIVED OR SUSTAINED BY ANY PERSON OR PERSONS OR PROPERTY ON ACCOUNT OF ANY NEGLIGENT ACT OF LICENSOR, LICENSOR'S OFFICERS, AGENTS OR EMPLOYEES,

WHETHER SUCH NEGLIGENT ACT WAS THE SOLE PROXIMATE CAUSE OF THE INJURY OR DAMAGE OR A PROXIMATE CAUSE JOINTLY AND CONCURRENTLY WITH LICENSEE OR LICENSEE'S EMPLOYEES', AGENTS' OR SUBCONTRACTORS' NEGLIGENCE, IN THE EXECUTION, SUPERVISION AND OPERATIONS GROWING OUT OF OR IN ANY WAY CONNECTED WITH THE PERFORMANCE OF THIS LICENSE INCLUDING SUCH NEGLIGENT ACTS ARISING FROM OR IN ANY WAY CONNECTED WITH THE PLACEMENT, CONSTRUCTION, OPERATION, REPAIR, MAINTENANCE, REPLACEMENT OR REMOVAL OF ANY PART OF LICENSEE'S PIPELINE(S),CASING SYSTEM, OR COMPRESSOR STATION IN LICENSOR'S RIGHT OF WAY. LICENSEE WILL BE REQUIRED TO PAY ANY JUDGMENT WITH COSTS WHICH MAY BE OBTAINED AGAINST LICENSOR OR ANY OF ITS OFFICERS, AGENTS OR EMPLOYEES, INCLUDING REASONABLE ATTORNEY'S FEES.

LICENSEE SHALL INDEMNIFY AND HOLD HARMLESS AND DEFEND LICENSOR, AND ALL OF LICENSOR'S OFFICERS, AGENTS AND EMPLOYEES FROM ALL CLAIMS, LOSSES, DAMAGES, LIABILITIES, LIENS, FINES, PENALTIES, CAUSES OF ACTION, SUITS, CHARGES, JUDGMENTS, ADMINISTRATIVE ORDERS, REMEDIATION REQUIREMENTS, ENFORCEMENT ACTIONS OF ANY KIND, AND ALL COSTS AND EXPENSES OF ANY CHARACTER WHATSOEVER, INCLUDING REASONABLE ATTORNEY'S FEES, BROUGHT FOR OR ON ACCOUNT OF FAILURE OF LICENSEE, ANY CONTRACTOR, SUBCONTRACTOR, ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY THEM, OR ANYONE THAT THEY CONTROL OR EXERCISE CONTROL OVER TO COMPLY WITH ALL APPLICABLE LOCAL, FEDERAL AND/OR STATE ENVIRONMENTAL LAWS, INCLUDING BUT NOT LIMITED TO THE RESOURCE CONSERVATION AND RECOVERY ACT (RCRA) AND THE COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION, AND LIABILITY ACT (CERCLA) (AS THEY MAY BE REAUTHORIZED AND/OR AMENDED) AND ALL OTHER LOCAL, FEDERAL AND STATE LAWS, IN CONNECTION WITH OR RELATED TO ANY OF LICENSEE'S OPERATIONS OR ACTIVITIES ON THE PROPERTY, OR ANY OF LICENSEE'S HANDLING, STORING, RELEASING, TRANSPORTING OR DISPOSING OF ALL SUBSTANCES, INCLUDING, BUT NOT LIMITED TO HAZARDOUS SUBSTANCES AND HAZARDOUS WASTES, ON OR FROM THE PROPERTY OR ANY OTHER LANDS OF LICENSOR.

NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, THE PARTIES HEREBY EXPRESSLY WAIVE THEIR RIGHT TO RECOVER ANY PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES ARISING OUT OF THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY. FURTHERMORE, IN NO EVENT SHALL LICENSEE'S INDEMNIFICATION OBLIGATIONS HEREUNDER EXTEND TO ANY CLAIMS, DAMAGES, INJURIES, DEATH, DAMAGES, LOSSES OR EXPENSES OF ANY CHARACTER WHATSOEVER TO THE EXTENT ARISING OUT TO THE GROSS NEGLIGENCE OF WILLFUL MISCONDUCT OF LICENSOR OR ANY OF LICENSOR'S OFFICERS, AGENTS, CONTRACTORS, SUBCONTRACTORS OR EMPLOYEES.

C. Assignment. The rights granted by this License inure to the benefit of Licensee. The rights and

privileges shall not be assignable by Licensee without the express written consent of Licensor's City Manager. Any required consent is to be evidenced by a letter written by Licensor's City Manager that fully recites the terms and conditions, if any, upon which consent is given. The granting of consent is in the sole discretion of Licensor's City Manager.

D. Independent Contractor. It is expressly understood and agreed that Licensee shall perform all work and services described herein as an independent contractor and not as an officer, agent, servant or employee of Licensor; that Licensee shall have exclusive control of and the exclusive right to control the details of the services and work performed hereunder, and all persons performing the same; and shall be solely responsible for the acts and omissions of its officers, agents, employees, contractors and subcontractors; that the doctrine of respondeat superior shall not apply as between Licensor and Licensee, its officers, agents, employees, contractors and subcontractors; and that nothing herein shall be construed as creating a partnership or joint enterprise between Licensor and Licensee. No person performing any of the work and services described hereunder shall be considered an officer, agent, servant or employee of Licensor. Further, it is specifically understood and agreed that nothing in this License is intended or shall be construed as creating a "Community of Pecuniary Interest" or "An Equal Right of Control" which would give rise to vicarious liability. Licensee shall be an independent contractor under this License and shall assume all of the rights, obligations and liabilities applicable to it as such independent contractor hereunder. Licensor does not have the power to direct the order in which the work is done. Licensor shall not have the right to control the means, methods or details of Licensee's work. Licensee shall assume exclusive responsibility for the work. Licensee is entirely free to do the work in its own way.

E. Waiver of Attorney Fees. BY EXECUTING THIS LICENSE, LICENSEE AGREES TO WAIVE, AND DOES HEREBY KNOWINGLY, CONCLUSIVELY, VOLUNTARILY AND INTENTIONALLY WAIVE, ANY CLAIM IT HAS OR MAY HAVE IN THE FUTURE AGAINST LICENSOR REGARDING THE AWARD OF REASONABLE ATTORNEY'S FEES, WHICH ARE IN ANY WAY RELATED TO THE LICENSE OR THE CONSTRUCTION OR INTERPRETATION OF THE LICENSE. LICENSEE SPECIFICALLY AGREES THAT IF LICENSEE BRINGS OR COMMENCES ANY LEGAL ACTION OR PROCEEDING RELATED TO THIS LICENSE, THE CONSTRUCTION, INTERPRETATION, VALIDITY OR BREACH OF THIS LICENSE, INCLUDING BUT NOT LIMITED TO ANY ACTION PURSUANT TO THE PROVISIONS OF THE TEXAS UNIFORM DECLARATORY JUDGMENTS ACT (TEXAS CIVIL PRACTICE AND REMEDIES CODE SECTION 37.001, ET SEQ., AS AMENDED), OR CHAPTER 271 OF THE TEXAS LOCAL GOVERNMENT CODE, LICENSEE AGREES TO ABANDON, WAIVE AND RELINQUISH ANY AND ALL RIGHTS TO THE RECOVERY OF REASONABLE ATTORNEY'S FEES TO WHICH LICENSEE MIGHT OTHERWISE BE ENTITLED.

LICENSEE AGREES THAT THIS IS THE VOLUNTARY AND INTENTIONAL RELINQUISHMENT AND ABANDONMENT OF A PRESENTLY EXISTING, KNOWN RIGHT. LICENSEE ACKNOWLEDGES THAT IT UNDERSTANDS ALL TERMS AND CONDITIONS OF THIS LICENSE. LICENSEE FURTHER ACKNOWLEDGES AND AGREES THAT THERE WAS AND IS NO DISPARITY OF BARGAINING POWER BETWEEN LICENSOR AND LICENSEE. THIS SECTION SHALL NOT BE CONSTRUED OR INTERPRETED AS A WAIVER OF GOVERNMENTAL IMMUNITY.

LICENSEE AND LICENSOR ARE RELYING ON THEIR OWN JUDGMENT. EACH PARTY HAD THE OPPORTUNITY TO DISCUSS THIS LICENSE WITH LEGAL COUNSEL PRIOR TO ITS EXECUTION.

F. Governing Law & Venue. All performance and payment made pursuant to this License shall be deemed to have occurred in Midland County, Texas. Exclusive venue for any claims, suits or any other action arising from or connected in any way to this License or the performance of this License shall be in Midland County, Texas. The obligations and undertakings of each of the parties to this License shall be deemed to have been performed in Midland County, Texas. This License shall be construed, interpreted and enforced under the laws of the State of Texas. The laws of the State of Texas shall govern, construe and enforce all the rights and duties of the parties, including but not limited to tort claims and any and all other claims or disputes, arising from or relating in any way to the subject matter of this License, without regard to conflict of laws and rules that would direct application of the laws of another jurisdiction.

G. Release. NOTWITHSTANDING ANY OTHER PROVISIONS OF THIS LICENSE, LICENSEE HEREBY RELEASES, ACQUITS, RELINQUISHES AND FOREVER DISCHARGES LICENSOR, LICENSOR'S EMPLOYEES AND OFFICERS FROM ANY AND ALL DEMANDS, CLAIMS, DAMAGES OR CAUSES OF ACTION OF ANY KIND WHATSOEVER WHICH LICENSEE HAS OR MIGHT HAVE IN THE FUTURE WITH REGARDS TO THIS LICENSE, INCLUDING BUT NOT LIMITED TO BREACH OF CONTRACT, QUANTUM MERUIT, TORT CLAIMS, LICENSOR'S NEGLIGENCE OR CLAIMS UNDER THE DUE PROCESS AND TAKINGS CLAUSES OF THE TEXAS AND UNITED STATES CONSTITUTIONS; PROVIDED, HOWEVER, THAT SAID RELEASE SHALL NOT EXTEND TO ANY DEMANDS, CLAIMS, DAMAGES OR CAUSES OF ACTION RELATING TO INTENTIONAL MISCONDUCT OR GROSS NEGLIGENCE ON THE PART OF LICENSOR.

H. Governmental Immunity. By executing this License, Licensor is not waiving its right of governmental immunity. Licensor is retaining its immunity from suit. Licensor is not granting consent to be sued by legislative resolution or action. **THERE IS NO WAIVER OF GOVERNMENTAL IMMUNITY.**

I. Third Party Beneficiary. Licensor's approval of this License does not create a third party beneficiary. There is no third party beneficiary to this License. No person or entity who is not a party to this License shall have any third party beneficiary or other rights hereunder.

J. Notices. Any notice or communication required in the administration of this License shall be sent by certified mail, return receipt requested, to the parties' respective mailing addresses as set forth hereinabove.

K. Notice of Alleged Breach; Statutory Prerequisite. As a condition precedent to filing suit for alleged damages incurred by an alleged breach of an express or implied provision of this License, Licensee or its legal representative, shall give the City Manager, or any other reasonable official of Licensor, notice in writing (consisting of one (1) original and seven (7) copies of notice attached to a copy of this License) of such damages, duly verified, within one hundred eighty (180) days after the same has been sustained. The discovery rule does not apply to the giving of this notice.

The notice shall include when, where and how the damages occurred, the apparent extent thereof, the amount of damages sustained, the amount for which Licensee will settle, the physical and mailing addresses of Licensee at the time and date the claim was presented and the physical and mailing addresses of Licensee for the six (6) months immediately preceding the occurrence of such damages, and the names and addresses of the witnesses upon whom Licensee relies to establish its claim; and a failure to so notify the City Manager within the time and manner provided herein shall exonerate, excuse and except Licensor from any liability whatsoever. Licensor is under no obligation to provide notice to Licensee that Licensee's notice is insufficient. Licensor reserves the right to request reasonable additional information regarding the claim. Said additional information shall be supplied within thirty (30) days after receipt of notice.

The statutory prerequisites outlined herein constitute jurisdictional requirements pursuant to Section 271.154 of the Texas Local Government Code and Section 311.034 of the Texas Government Code. Notwithstanding any other provision, Licensee's failure to comply with the requirements herein shall perpetually bar Licensee's claim for damages under Chapter 271 of the Texas Local Government Code, and Section 311.034 of the Texas Government Code, regardless if Licensor has actual or constructive notice or knowledge of said claim or alleged damages. Licensee agrees that the requirements of this entire License are reasonable.

L. Consideration. The terms of this License are supported by good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties named herein.

M. Waiver of Governmental Immunity; Chapter 271, TEX. LOC. GOV'T CODE. The parties agree that this License does not constitute a License or Contract for providing goods and/or services to Licensor as discussed in Subchapter I of Chapter 271 of the Texas Local Government Code, and Licensor does not waive, to the maximum extent allowed by law, any constitutional, statutory or common law right to sovereign immunity or governmental immunity from liability or suit. Licensor expressly does not consent to be sued or be liable. To the greatest extent allowed by law, nothing in this License constitutes a waiver of Licensor's governmental immunity and the parties expressly agree that this License shall not constitute, nor be interpreted as a waiver of Licensor's governmental immunity under Subchapter I of Chapter 271 of the Texas Local Government Code, nor shall it constitute nor be interpreted as a waiver of Licensor's governmental immunity for the benefit of any third party lacking privity to the License.

This License does not obligate Licensee to use the Property to construct, repair, operate, replace, and maintain Licensor's facilities or structures described herein, it merely prohibits Licensee from using the Property for any other purpose. This License restricts the use of the Property to a specific purpose, but does not require the use of the Property for a specific purpose. This License does not require Licensee to construct, operate, repair, maintain, replace or remove any of Licensee's facilities or structures described herein. Licensee is not providing a service to Licensor but is providing a service to Licensee's customers. Licensee is paying Licensor for a temporary interest in real property not for a service. Any such provision shall be deemed to be a covenant against noncomplying use, not a covenant to use. Licensee's use of the Property in compliance with a restriction shall not constitute a service, and such complying use shall not operate to waive Licensor's governmental immunity.

N. Compliance. Licensee agrees that it shall comply with Texas Government Code Section 2252.908, as amended, to the extent that this statute applies to this License. Licensee agrees that

it shall comply with Texas Local Government Code Section 176.006, as amended, to the extent that this statute applies to this License.

O. Texas Historical Commission Survey. Licensee agrees that it shall comply with Chapter 191 of the Texas Natural Resources Code. By executing this License, Licensee represents that it has contacted the Texas Historical Commission (the "Commission") for the purpose of determining whether the Commission will request that an archaeological survey be completed before Licensee commences operations on the Property, as contemplated herein. Licensee agrees that it shall complete or cause to be completed an archaeological survey before commencing any operations on the Property if the Commission so requests and deliver the same to Licensor. Notwithstanding any provision contained herein, in the event that any site, object, artifact, or other feature of archaeological, scientific, educational, cultural, or historical interest is encountered during the operations authorized by this License, Licensee will immediately notify Licensor and the Commission so that adequate measures may be undertaken to protect or recover such discoveries or findings, as deemed appropriate by Licensor or the Commission.

LICENSOR:
CITY OF MIDLAND, TEXAS

By:_____
Robert Patrick, City Manager

ATTEST:

_____
Amy M. Turner, City Secretary

APPROVED ONLY AS TO FORM:

_____
John Ohnemiller, City Attorney

LICENSEE:
ENVIRONMENTAL DISPOSAL SYSTEMS, LLC

By: Robert Booth
Printed Name: Robert Booth
Title: Vice President of Energy Services

THE STATE OF Texas §
§
COUNTY OF Midland §

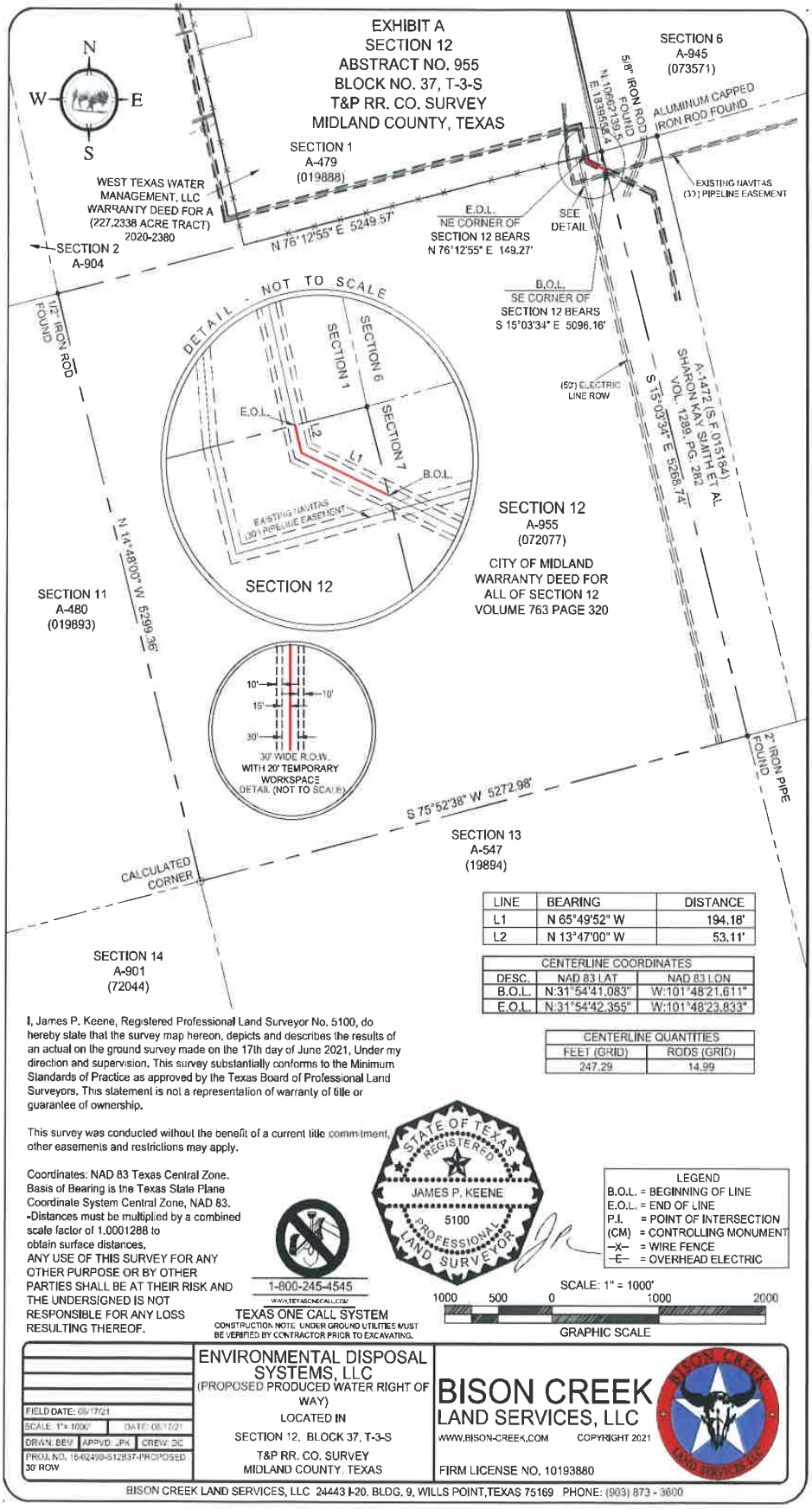
BEFORE ME, the undersigned authority, on this 14 day of July, 2021 personally appeared Robert Booth, Vice President of Energy Services of Endeavor Energy Resources, L.P., sole member of Environmental Disposal Systems, LLC, known to me to be the person and official whose name is subscribed to the foregoing 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 14 day of July, 2021.

Ashley-Pitman

Notary Public, State of Texas

ASHLEY YVONNE PITMAN
Notary Public, State of Texas
Comm. Expires 10-04-2021
Notary ID 131304952



LINE	BEARING	DISTANCE
L1	N 65°49'52" W	194.18'
L2	N 13°47'00" W	53.11'

CENTERLINE COORDINATES		
DESC.	NAD 83 LAT	NAD 83 LON
B.O.L.	N:31°54'41.083"	W:101°48'21.611"
E.O.L.	N:31°54'42.355"	W:101°48'23.833"

CENTERLINE QUANTITIES	
FEET (GRID)	RODS (GRID)
247.29	14.99

I, James P. Keene, Registered Professional Land Surveyor No. 5100, do hereby state that the survey map hereon, depicts and describes the results of an actual on the ground survey made on the 17th day of June 2021, Under my direction and supervision. This survey substantially conforms to the Minimum Standards of Practice as approved by the Texas Board of Professional Land Surveyors. This statement is not a representation of warranty of title or guarantee of ownership.

This survey was conducted without the benefit of a current title commitment, other easements and restrictions may apply.

Coordinates: NAD 83 Texas Central Zone. Basis of Bearing is the Texas State Plane Coordinate System Central Zone, NAD 83. -Distances must be multiplied by a combined scale factor of 1.0001288 to obtain surface distances.
ANY USE OF THIS SURVEY FOR ANY OTHER PURPOSE OR BY OTHER PARTIES SHALL BE AT THEIR RISK AND THE UNDERSIGNED IS NOT RESPONSIBLE FOR ANY LOSS RESULTING THEREOF.

STATE OF TEXAS REGISTERED
JAMES P. KEENE
5100
PROFESSIONAL LAND SURVEYOR

1-800-245-4545
WWW.TEXASONECALL.COM
TEXAS ONE CALL SYSTEM
CONSTRUCTION NOTE: UNDER GROUND UTILITIES MUST BE VERIFIED BY CONTRACTOR PRIOR TO EXCAVATING.

LEGEND
B.O.L. = BEGINNING OF LINE
E.O.L. = END OF LINE
P.I. = POINT OF INTERSECTION
(CM) = CONTROLLING MONUMENT
-X- = WIRE FENCE
-E- = OVERHEAD ELECTRIC

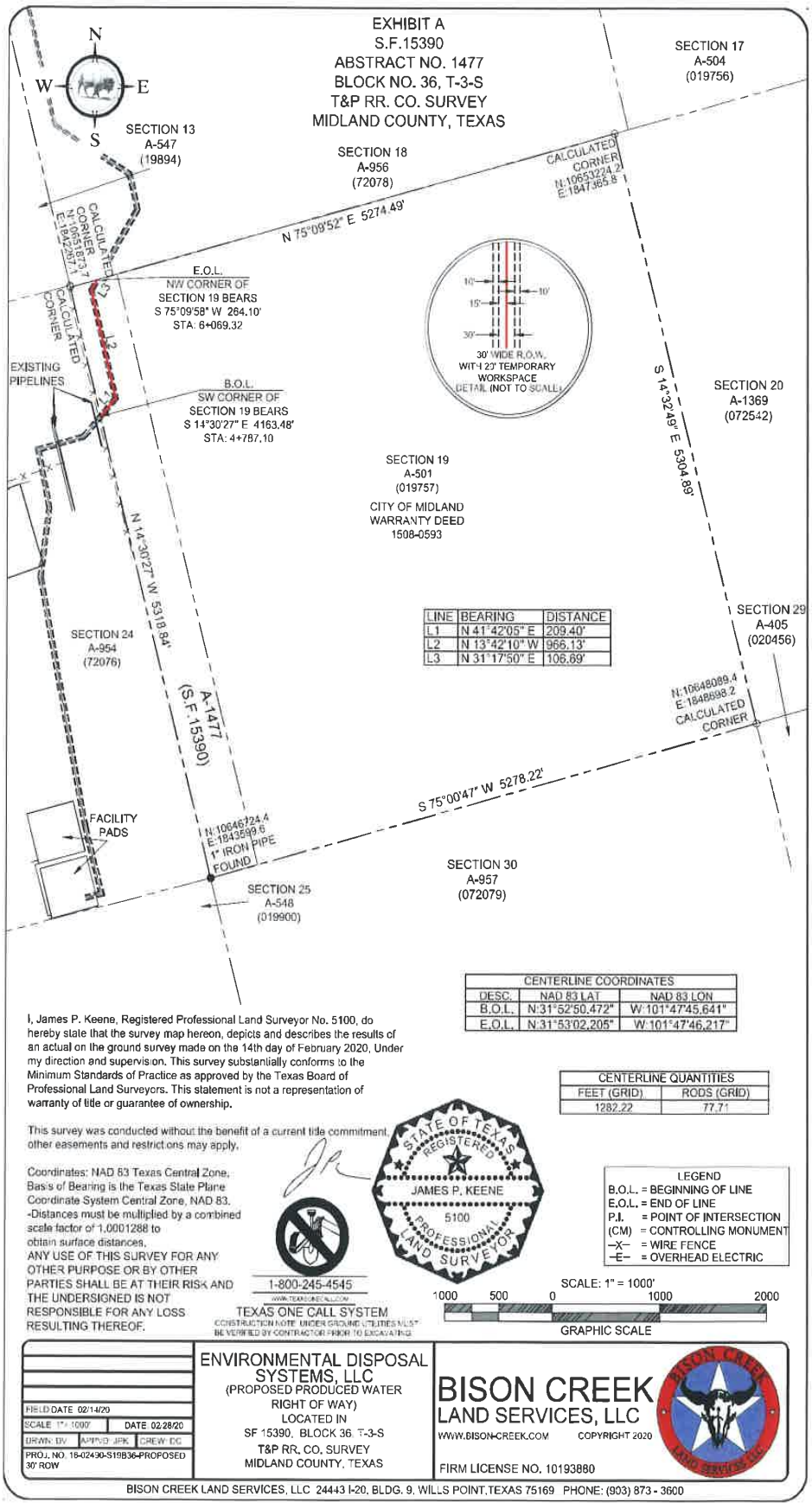
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GRAPHIC SCALE

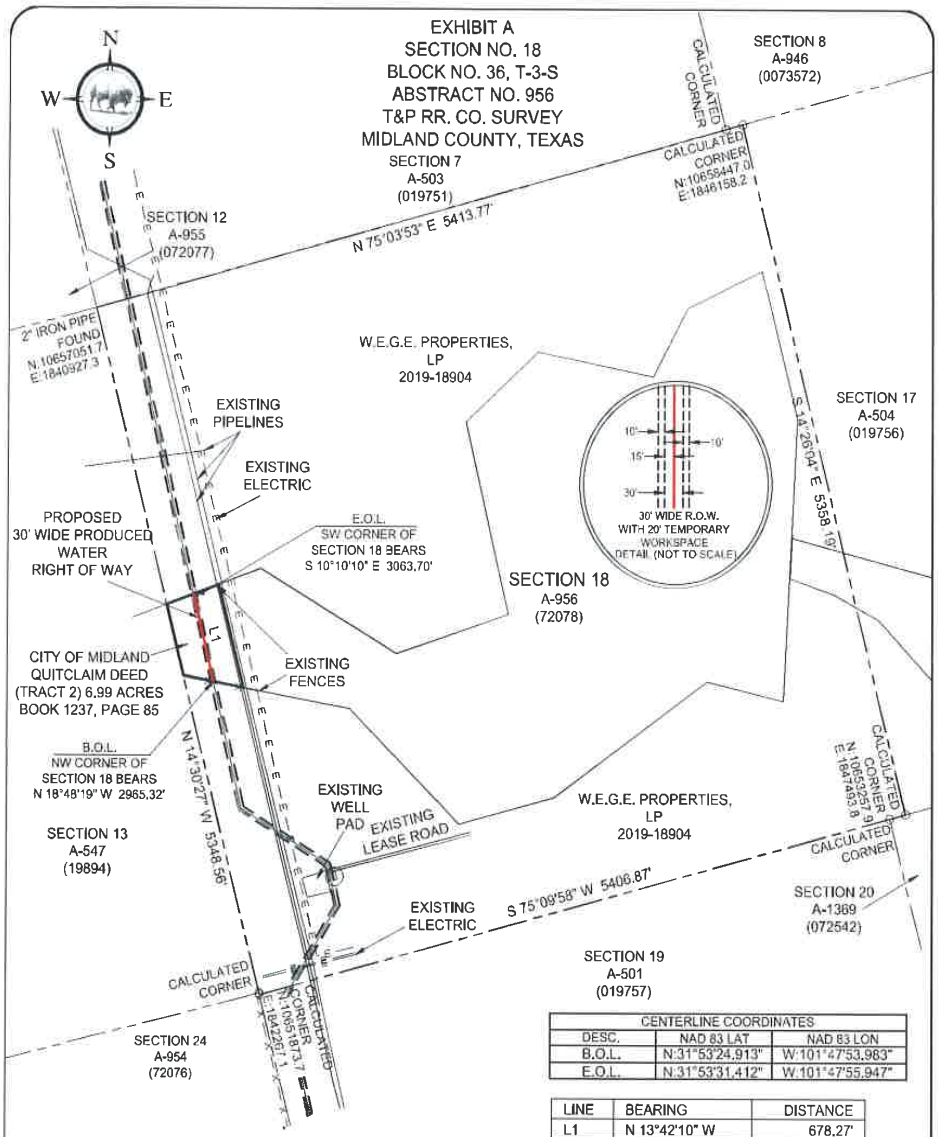
FIELD DATE: 05/17/21
SCALE: 1"= 1000' DATE: 06/17/21
DRWN: BEV APPVD: JPK CREW: DC
PROJ. NO. 16-02490-512837-PROPOSED 30' ROW

ENVIRONMENTAL DISPOSAL SYSTEMS, LLC
(PROPOSED PRODUCED WATER RIGHT OF WAY)
LOCATED IN
SECTION 12, BLOCK 37, T-3-S
T&P RR. CO. SURVEY
MIDLAND COUNTY, TEXAS

BISON CREEK LAND SERVICES, LLC
WWW.BISON-CREEK.COM COPYRIGHT 2021
FIRM LICENSE NO. 10193880

BISON CREEK LAND SERVICES, LLC 24443 I-20, BLDG. 9, WILLS POINT, TEXAS 75169 PHONE: (903) 873 - 3600


EXHIBIT A
S.F.15390
ABSTRACT NO. 1477
BLOCK NO. 36, T-3-S
T&P RR. CO. SURVEY
MIDLAND COUNTY, TEXAS
N
W
E
S
SECTION 13
A-547
(19894)
SECTION 18
A-956
(72078)
SECTION 17
A-504
(019756)
CALCULATED CORNER
N:10653224.2
E:1847365.8
N 75°09'52" E 5274.49'
CALCULATED CORNER
N:10653873.7
E:1842787.1
E.O.L.
NW CORNER OF
SECTION 19 BEARS
S 75°09'58" W 264.10'
STA: 6+069.32
10'
15'
10'
30'
30' WIDE R.O.W.
WITH 20' TEMPORARY
WORKSPACE
DETAIL (NOT TO SCALE)
EXISTING PIPELINES
B.O.L.
SW CORNER OF
SECTION 19 BEARS
S 14°30'27" E 4163.48'
STA: 4+787.10
SECTION 19
A-501
(019757)
CITY OF MIDLAND
WARRANTY DEED
1508-0593
S 14°32'49" E 5304.89'
SECTION 20
A-1369
(072542)
N 14°30'27" W 5318.84'
SECTION 24
A-954
(72076)
A-1477
(S.F. 15390)
SECTION 29
A-405
(020456)
N:10648089.4
E:1848698.2
CALCULATED CORNER
S 75°00'47" W 5278.22'
FACILITY PADS
N:10646724.4
E:1843599.6
1" IRON PIPE FOUND
SECTION 25
A-548
(019900)
SECTION 30
A-957
(072079)
LINE BEARING DISTANCE
L1 N 41°42'05" E 209.40'
L2 N 13°42'10" W 966.13'
L3 N 31°17'50" E 106.69'
CENTERLINE COORDINATES
DESC. NAD 83 LAT NAD 83 LON
B.O.L. N:31°52'50.472" W:101°47'45.641"
E.O.L. N:31°53'02.205" W:101°47'46.217"
CENTERLINE QUANTITIES
FEET (GRID) RODS (GRID)
1282.22 77.71
I, James P. Keene, Registered Professional Land Surveyor No. 5100, do hereby state that the survey map hereon, depicts and describes the results of an actual on the ground survey made on the 14th day of February 2020. Under my direction and supervision. This survey substantially conforms to the Minimum Standards of Practice as approved by the Texas Board of Professional Land Surveyors. This statement is not a representation of warranty of title or guarantee of ownership.
This survey was conducted without the benefit of a current title commitment. other easements and restrictions may apply.
Coordinates: NAD 83 Texas Central Zone, Basis of Bearing is the Texas State Plane Coordinate System Central Zone, NAD 83. -Distances must be multiplied by a combined scale factor of 1.0001288 to obtain surface distances.
ANY USE OF THIS SURVEY FOR ANY OTHER PURPOSE OR BY OTHER PARTIES SHALL BE AT THEIR RISK AND THE UNDERSIGNED IS NOT RESPONSIBLE FOR ANY LOSS RESULTING THEREOF.
STATE OF TEXAS REGISTERED
JAMES P. KEENE
5100
PROFESSIONAL LAND SURVEYOR
1-800-245-4545
TEXAS ONE CALL SYSTEM
CONSTRUCTION NOTE: UNDER GROUND UTILITIES MUST BE VERIFIED BY CONTRACTOR PRIOR TO EXCAVATING
LEGEND
B.O.L. = BEGINNING OF LINE
E.O.L. = END OF LINE
P.I. = POINT OF INTERSECTION
(CM) = CONTROLLING MONUMENT
-X- = WIRE FENCE
-E- = OVERHEAD ELECTRIC
SCALE: 1" = 1000'
1000 500 0 1000 2000
GRAPHIC SCALE
FIELD DATE 02/14/20
SCALE 1" = 1000' DATE 02.28/20
DRWN: DV APP'D: JPK CREW: DC
PROJ. NO. 18-02490-S19B36-PROPOSED 30' ROW
ENVIRONMENTAL DISPOSAL SYSTEMS, LLC
(PROPOSED PRODUCED WATER RIGHT OF WAY)
LOCATED IN
SF 15390, BLOCK 36, T-3-S
T&P RR. CO. SURVEY
MIDLAND COUNTY, TEXAS
BISON CREEK
LAND SERVICES, LLC
WWW.BISON-CREEK.COM
COPYRIGHT 2020
FIRM LICENSE NO. 10193880
BISON CREEK LAND SERVICES, LLC 24443 I-20, BLDG. 9, WILLS POINT, TEXAS 75169 PHONE: (903) 873 - 3600



CENTERLINE COORDINATES		
DESC.	NAD 83 LAT	NAD 83 LON
B.O.L.	N:31°53'24.913"	W:101°47'53.983"
E.O.L.	N:31°53'31.412"	W:101°47'55.947"

LINE	BEARING	DISTANCE
L1	N 13°42'10" W	678.27'

I, James P. Keene, Registered Professional Land Surveyor No. 5100, do hereby state that the survey map hereon, depicts and describes the results of an actual on the ground survey made on the 14th day of February 2020, Under my direction and supervision. This survey substantially conforms to the Minimum Standards of Practice as approved by the Texas Board of Professional Land Surveyors. This statement is not a representation of warranty of title or guarantee of ownership.

This survey was conducted without the benefit of a current title commitment, other easements and restrictions may apply.

Coordinates: NAD 83 Texas Central Zone. Basis of Bearing is the Texas State Plane Coordinate System Central Zone, NAD 83. -Distances must be multiplied by a combined scale factor of 1.0001288 to obtain surface distances. ANY USE OF THIS SURVEY FOR ANY OTHER PURPOSE OR BY OTHER PARTIES SHALL BE AT THEIR RISK AND THE UNDERSIGNED IS NOT RESPONSIBLE FOR ANY LOSS RESULTING THEREOF.

CENTERLINE QUANTITIES	
FEET (GRID)	RODS (GRID)
678.27	41.11

STATE OF TEXAS REGISTERED
JAMES P. KEENE
5100
PROFESSIONAL LAND SURVEYOR

1-800-245-4545
TEXAS ONE CALL SYSTEM
CONSTRUCTION NOTE: UNDER GROUND UTILITIES MUST BE VERIFIED BY CONTRACTOR PRIOR TO EXCAVATING.

LEGEND
B.O.L. = BEGINNING OF LINE
E.O.L. = END OF LINE
P.I. = POINT OF INTERSECTION
(CM) = CONTROLLING MONUMENT
–X– = WIRE FENCE
–E– = OVERHEAD ELECTRIC

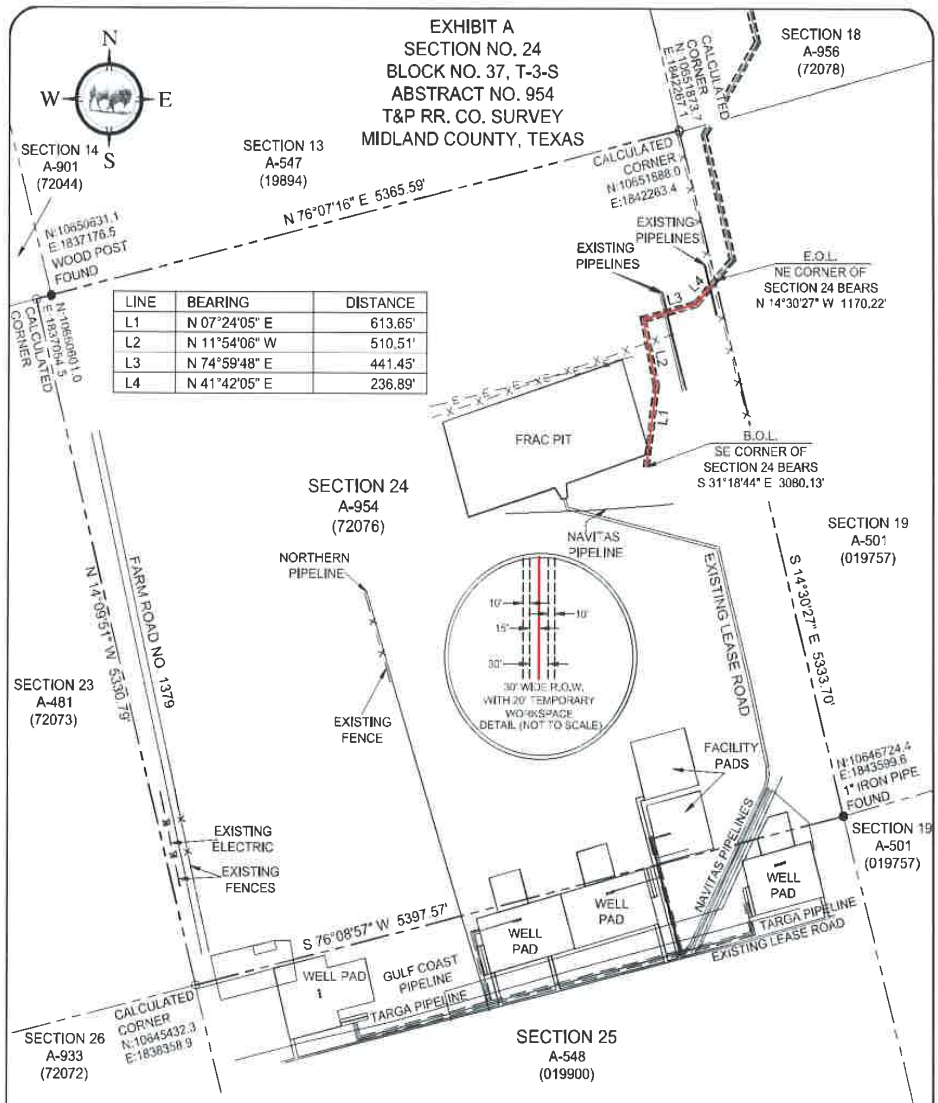
SCALE: 1" = 1000'
1000 500 0 1000 2000
GRAPHIC SCALE

FIELD DATE: 06/21/21
SCALE: 1"= 1000' | DATE: 06/21/21
DRWN: BEM | APPVD: JPK | CREW: DC
PROJ. NO. 16-02490-S18B36-PROPOSED 30' ROW COM

ENVIRONMENTAL DISPOSAL SYSTEMS, LLC
(PROPOSED PRODUCED WATER RIGHT OF WAY)
LOCATED IN
SECTION 18, BLOCK 36, T-3-S
T&P RR. CO. SURVEY
MIDLAND COUNTY, TEXAS

BISON CREEK LAND SERVICES, LLC
WWW.BISON-CREEK.COM COPYRIGHT 2021
FIRM LICENSE NO. 10193880

BISON CREEK LAND SERVICES, LLC 24443 I-20, BLDG. 9, WILLS POINT, TEXAS 75169 PHONE: (903) 873 - 3600



LINE	BEARING	DISTANCE
L1	N 07°24'05" E	613.65'
L2	N 11°54'06" W	510.51'
L3	N 74°59'48" E	441.45'
L4	N 41°42'05" E	236.89'

CENTERLINE COORDINATES		
DESC.	NAD 83 LAT	NAD 83 LON
B.O.L.	N:31°52'36.555"	W:101°47'51.895"
E.O.L.	N:31°52'50.472"	W:101°47'45.641"

CENTERLINE QUANTITIES	
FEET (GRID)	RODS (GRID)
1802.50	109.24

I, James P. Keene, Registered Professional Land Surveyor No. 5100, do hereby state that the survey map hereon, depicts and describes the results of an actual on the ground survey made on the 14th day of February 2020. Under my direction and supervision. This survey substantially conforms to the Minimum Standards of Practice as approved by the Texas Board of Professional Land Surveyors. This statement is not a representation of warranty of title or guarantee of ownership.

This survey was conducted without the benefit of a current title commitment, other easements and restrictions may apply.

Coordinates: NAD 83 Texas Central Zone.
Basis of Bearing is the Texas State Plane Coordinate System Central Zone, NAD 83.
-Distances must be multiplied by a combined scale factor of 1.0001288 to obtain surface distances.
ANY USE OF THIS SURVEY FOR ANY OTHER PURPOSE OR BY OTHER PARTIES SHALL BE AT THEIR RISK AND THE UNDERSIGNED IS NOT RESPONSIBLE FOR ANY LOSS RESULTING THEREOF.

STATE OF TEXAS REGISTERED
JAMES P. KEENE
5100
PROFESSIONAL LAND SURVEYOR

1-800-245-4545
WWW.TEXAS811.COM
TEXAS ONE CALL SYSTEM
CONSTRUCTION NOTE: UNDER GROUND UTILITIES MUST BE VERIFIED BY CONTRACTOR PRIOR TO EXCAVATING.

LEGEND
B.O.L. = BEGINNING OF LINE
E.O.L. = END OF LINE
P.I. = POINT OF INTERSECTION
(CM) = CONTROLLING MONUMENT
–X– = WIRE FENCE
–E– = OVERHEAD ELECTRIC

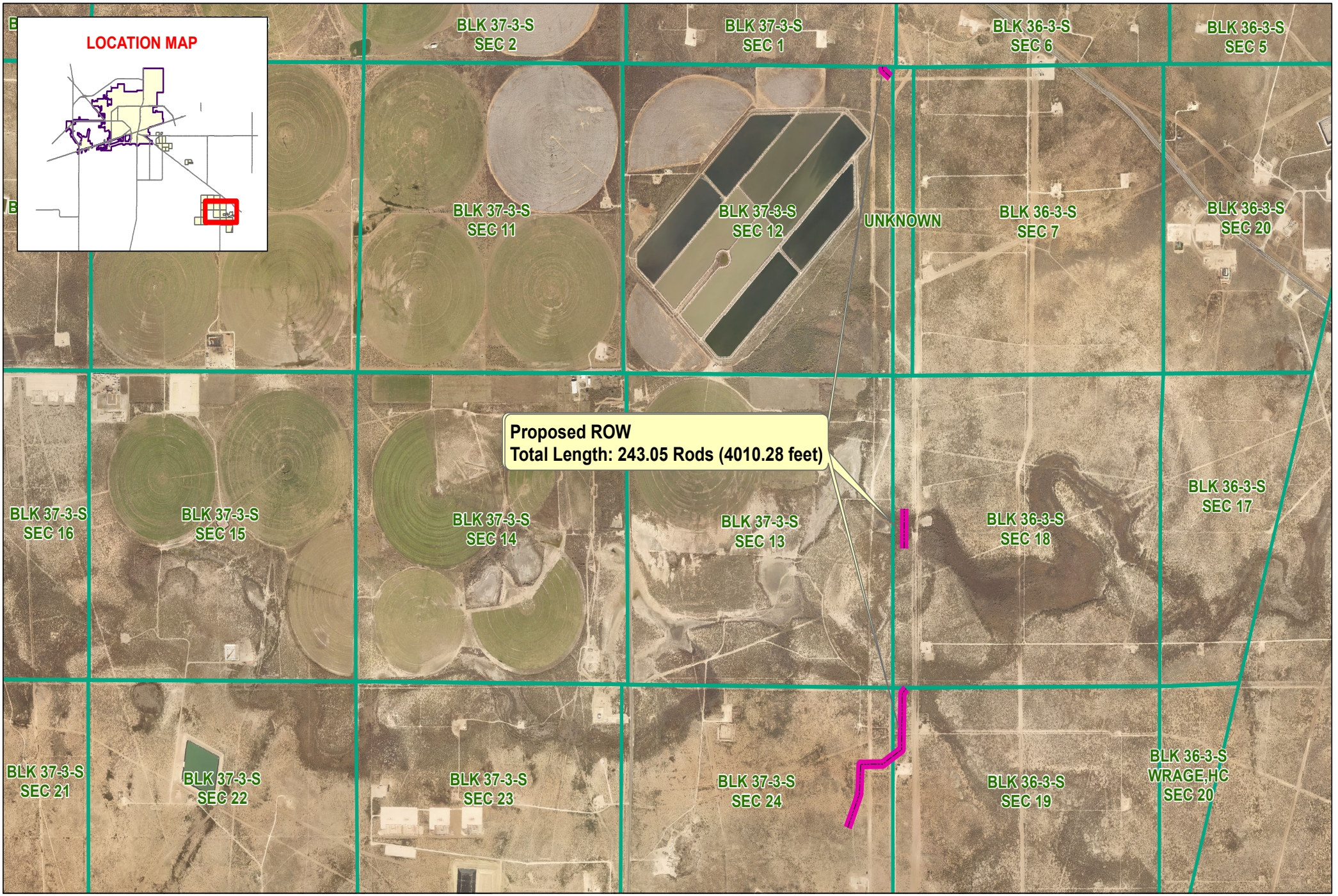
SCALE: 1" = 1000'
1000 500 0 1000 2000
GRAPHIC SCALE

FIELD DATE 02/14/20
SCALE 1"= 1000' | DATE: 06/21/21
DRWN. DV | APPVD. JPK | CREW: DC
PROJ. NO. 16-02490-S24B37-PROPOSED 30' ROW

ENVIRONMENTAL DISPOSAL SYSTEMS, LLC.
(PROPOSED PRODUCED WATER R.O.W.)
LOCATED IN
SECTION 24, BLOCK 37, T-3-S
T&P RR. CO. SURVEY
MIDLAND COUNTY, TEXAS

BISON CREEK
LAND SERVICES, LLC
WWW.BISON-CREEK.COM COPYRIGHT 2021
FIRM LICENSE NO. 10193880

BISON CREEK LAND SERVICES, LLC 24443 I-20, BLDG. 9, WILLS POINT, TEXAS 75169 PHONE: (903) 873 - 3600



Date: 7/1/2021

Proposed ROW
Survey Section

PACKET 19-20

Proposed Produced Water ROW
Environmental Disposal Systems, LLC

July 27, 2021

0 500 1,000 Feet

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THIS DATA IS NOT A SUBSTITUTION FOR A SURVEY PRODUCT, NOR IS IT DESIGNED TO BE USED AS A PRIMARY TOOL IN PERMITTING OR OTHER DECISIONS BASED SOLELY ON THE INFORMATION CONTAINED HEREIN.
THE CITY OF MIDLAND SHALL NOT BE RESPONSIBLE FOR ANY DECISIONS BASED UPON THE USE OF THIS DATA.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 10/30/2020

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
MCGRIFF, SEIBELS & WILLIAMS OF TEXAS, INC.
10100 Katy Freeway, #400
Houston, TX 77043

CONTACT NAME:
PHONE (A/C, No, Ext): 713-877-8975 **FAX (A/C, No):** 713-877-8974
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Starr Indemnity & Liability Company	38318
INSURER B : Lloyds of London	
INSURER C : The First Liberty Insurance Corporation	33588
INSURER D : Liberty Insurance Corporation	42404
INSURER E :	
INSURER F :	

INSURED
Endeavor Energy Resources, L.P.
and Per Attached Named Insureds
110 N Marienfeld, Suite 200
Midland, TX 79701

COVERAGES **CERTIFICATE NUMBER:** L86M7RRP **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		
C	X **COMMERCIAL GENERAL LIABILITY** [ ] CLAIMS-MADE [X] OCCUR X Self-Insured Retention $250,000 X Time Element Poll - Incl GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:			EB6-641-443771-110	11/01/2020	11/01/2021	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG [ ]	$ $ $ $ $ $ $	2,000,000 2,000,000 4,000,000 4,000,000
C	**AUTOMOBILE LIABILITY** X ANY AUTO X OWNED AUTOS ONLY [ ] SCHEDULED AUTOS X HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY [ ] [ ]			AS6-641-443771-100	11/01/2020	11/01/2021	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) [ ]	$ $ $ $ $	2,000,000
A	[ ] **UMBRELLA LIAB** [X] OCCUR X **EXCESS LIAB** [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $			1000095483201	11/01/2020	11/01/2021	EACH OCCURRENCE AGGREGATE [ ]	$ $ $	5,000,000 5,000,000
D	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		WA7-64D-443771-090	11/01/2020	11/01/2021	X PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ $ $	 1,000,000 1,000,000 1,000,000
B	Excess Liability $5m xs $5m			20XS2H13266	11/01/2020	11/01/2021	Each Occurrence Aggregate	$ $	5,000,000 5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Certificate Holder is included as Additional Insured as respects to General Liability and Automobile Liability as required by written contract subject to policy terms, conditions and exclusions. A Waiver of Subrogation is provided as respects to General Liability, Automobile Liability, Excess Liability and Workers' Compensation as required by written contract subject to policy terms, conditions and exclusions.

CERTIFICATE HOLDER

City of Midland
300 N. Loraine
Midland, TX 79701 PACKET 19 21

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
July 27, 2021

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AGENCY CUSTOMER ID: _____

LOC #: _____

ADDITIONAL REMARKS SCHEDULE

PRODUCER MCGRIFF, SEIBELS & WILLIAMS OF TEXAS, INC.	**INSURED** Endeavor Energy Resources, L.P. and Per Attached Named Insureds
POLICY NUMBER	
CARRIER / **NAIC CODE**	**ISSUE DATE:** 10/30/2020

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: _____ **FORM TITLE:** _____

ENDEAVOR ENERGY RESOURCES, L.P.
Named Insured List:
Endeavor Energy Resources L.P. dba EER Energy Services
Endeavor Energy Resources L.P. dba Energy Services Well Servicing Division fka Endeavor Energy Resources, L.P. dba J & L Well Service
Endeavor Energy Resources L.P. dba Energy Services Roustabout Division fka Endeavor Energy Resources, L.P. dba Compadre Roustabout Service
Endeavor Energy Resources L.P. dba Energy Services Trucking Division fka Endeavor Energy Resources, L.P. dba C & W Transports
Endeavor Energy Resources L.P. dba Energy Services Wireline Division fka Endeavor Energy Resources, L.P. dba Jones Wireline Service
Endeavor Energy Resources, L.P. dba Electrical Maintenance and Construction
Endeavor Energy Resources, L.P. dba ACS Pump & Supply
Endeavor Energy Resources L.P. dba Energy Services Construction Division fka Endeavor Energy Resources, L.P. dba Red Dog Construction
Endeavor Petroleum, LLC
Endeavor Energy Resources L.P. dba Energy Services Vehicle Maintenence Division fka Endeavor Energy Resources, L.P. dba Vehicle Service Company
Environmental Disposal Systems, LLC

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CERTIFICATE NUMBER: L86M7RRP

City Council Meeting

Item Number: 20

Meeting Date: July 27, 2021

To: City Council / City Manager

From: Carl Craigo, Director

Subject: **Motion authorizing the execution of Change Orders Number 1 and 2 with Garney Construction regarding the Northeast Water System Improvements; said change orders to be in the amount of $272,454.76 and to provide for pipeline adjustments and pump improvements. (DISTRICT: ALL) (UTILITIES)**

Purpose:

Motion authorizing the execution of Change Order Number 1 and 2 with Garney Construction regarding the Northeast Water Water System Improvements; said change orders to be the amount of $272,454.76 and to provide for pipeline adjustments and pump improvements.

Recommended City Council Action:

Approve

Fiscal Impact:

$272,454.76 to be paid for in owners allowance already allocated in contract.

Discussion:

The funds are already available in the project as owners allowance. Since the Change order increase the time of the contract the time increase needs council approval.

Morris Williams Jr.

City Manager's Office

CHANGE ORDER NO.: 001

Owner:	City of Midland	Owner's Project No.:	210000526
Engineer:	Enprotec / Hibbs & Todd, Inc.	Engineer's Project No.:	7227
Contractor:	Garney Construction	Contractor's Project No.:	7340
Project Name:	Northeast Water System Improvements, Contract A		
Date Issued:	6/14/2021	Effective Date of Change Order:	

The Contract is modified as follows upon execution of this Change Order:

Description:

Change Order NO. 001 consists of three separate work change directives: WCD 001, 002, and 003. It also includes additional time due to abnormal weather conditions for the days of February 15th 2021 thru February 19th, 2021 as result of winter storm Uri.

Cost impact from this Change Order 01 will utilize Owner's Allowance and therefore there is no change to the Contract Amount.

1. **WCD 001 – Pipeline adjustments due to gas pipelines: $69,616.00; 0 Days**
2. **WCD 002 – Field adjustments of steel casing : $114,720.00; 2 Days**
3. **WCD 003 – Occidental Parkway Bore Crossing Reroute: ($90,040.00); 5 Days**
4. **Additional Time Request – Abnormal Weather Days: $0.00; 5 Days**

TOTAL $94,296.00; 12 Days

Attachments:

1. **Contractor's Request for Change Order NO. 001.**
2. **WCD 001 - Pipeline route adjustments due to gas pipelines**
3. **WCD 002 - Field adjustments of steel casing**
4. **WCD 003 - Occidental Parkway Bore Crossing Reroute**
5. **Additional Time Request – 2.15.2021 – 2.19.2021 Abnormal Weather Days**

Change in Contract Price	Change in Contract Times
Original Contract Price: $ 22,063,309.00	Original Contract Times: Substantial Completion: 459 days Ready for final payment: 519 days
Increase from previously approved Change Orders $ 0	**Increase** from previously approved Change Orders: 0 days
Contract Price prior to this Change Order: $ 22,063,309.00	Contract Times prior to this Change Order: Substantial Completion: 459 days Ready for final payment: 519 days
Impact this Change Order: $ 94,296.00 (From Owner's Allowance)	**Increase** this Change Order: Substantial Completion: 12 days Ready for final payment: 12 days
Contract Price incorporating this Change Order: $ 22,063,309.00 (No Change)	Contract Times with all approved Change Orders: Substantial Completion: 471 Days Ready for final payment: 531 Days

EJCDC® C-941, Change Order EJCDC® C-941, Change Order, Rev.1.
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Recommended by Engineer	Accepted by Contractor
By: Joseph T. Mangrem	
Title: Project Manager	
Date: 06/14/2021	

Authorized by Owner

By:

Title:

Date:

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1031 Andrews Highway, Suite 304C, Midland, TX 79701
Phone: 432.289.6590
www.garney.com

City of Midland
300 N. Loraine
Midland, Texas, 79701

5/21/2021

Attn: Carl Craigo

Re: Northeast Water Systems Improvements – Quantity Changes & Alignment Changes

Dear Mr. Craigo,

Garney has received Work Change Directives 01, 02, and 03. This Change Order 7340-01 will serve as a subsequently issued Change Order in reference to Work Change Directives 01, 02, and 03. Please see Change Order 7340-01 which includes costs associated with the referenced Work Change Directives.

Garney would like to propose an increase in contract time of 12 days for the additional work in Change Order 7340-01.

This includes the following:

Abnormal Weather Days – Feb. 15th, 2021 thru Feb. 19th, 2021:	5 Days
Additional Utility Crossings:	7 Days
Total of Days for Change Order 7340-01:	**12 Days**

Garney would like to propose an increase in contract price of $94,296.00 for the additional work in Change Order 7340-01.

This includes the following:

Work Change Directive 01:	$ 69,616.00
Work Change Directive 02:	$114,720.00
Work Change Directive 03:	($ 90,040.00)
Total of Change Order 7340-01:	**$ 94,296.00**

This proposal represents the direct cost of the referenced work only. If additional work is required as a result of this change due to circumstances outside of Garney's control, this will be discussed and addressed under a separate cover.

Sincerely,

GARNEY COMPANIES, INC.

Taylor Kennedy
Project Manager

CC: Cory Moose, Joe Mangrem, Leroy Arce, Phillip Bullard, Ryan Kendrick

WORK CHANGE DIRECTIVE NO.: 001
REVISION 01

Owner:	City of Midland	Owner's Project No.:	210000526
Engineer:	Enprotec / Hibbs & Todd, Inc.	Engineer's Project No.:	7227
Contractor:	Garney Construction	Contractor's Project No.:	7340
Project Name:	Northeast Water System Improvements, Contract A		
Date Issued:	~~April 12, 2021~~ June 14, 2021	Effective Date of Work Change Directive:	

Contractor is directed to proceed promptly with the following change(s):

1. Revised route shown in attached WCD No. 001 Drawings dated 04/06/2021.

Attachments:

1. RFI 007 – Response.
2. RFI 008 – Response.
3. WCD 001 Revised Drawing Sheets: PL-32 to PL-54.
    a. Transmission Main: STA. 303+00 thru END.
    b. Distribution Main: STA. 1+00 thru END.

Purpose for the Work Change Directive:

1. Minor route adjustments due to conflict with existing gas pipelines.

Directive to proceed promptly with the Work described herein, prior to agreeing to change in Contract Price and Contract Time, is issued due to:

☐ Non-agreement on pricing of proposed change. ☒ Necessity to proceed for schedule or other reasons.

Estimated Change in Contract Price and Contract Times:

1. RFI 007:
    a. Decrease 22 LF Bid Item 2.19 – 24" C-900 Open Cut
        i. 22 LF x $112/LF = $2,464.00 decrease.
    b. Estimated Net Price Impact = $2,464.00 decrease.
    c. Estimated Time Impact = Not yet determined.

2. RFI 008:
    a. Increase 160 LF Bid Item 2.21 – 24" C-900 in 36" Steel Casing Jack and Bore.
        i. 160 LF x $~~1,212~~ 635/LF = $~~193,920.00~~ 101,600.00 increase.
    b. Decrease 40 LF Bid Item 2.20: 24" C-900 in 36" Steel Casing Open Cut.
        i. 40 LF x $~~550~~ 500/LF = $~~22,000.00~~ 20,000.00 decrease.
    c. Decrease 125 LF Bid Item 2.19 – 24" C-900 Open Cut.
        i. 85 LF x $112/LF = $9,520.00 decrease.
    d. Estimated Net Price Impact = $~~162,400.00~~ $72,080 increase.
    e. Estimated Time Impact = Not yet determined.

Estimated Price Impact:	$~~159,936.00~~ $69,616.00		Increase
Estimated Time Impact:	TBD	days	

Basis of estimated change in Contract Price:

☐ Lump Sum ☒ Unit Price ☐ Cost of the Work ☐ Other

	Recommended by Engineer	Authorized by Owner
	Joseph T. Mangrem	
By:	Joseph T. Mangrem, P.E.	
Title:	Project Manager	
Date:	06/14/2021	

WORK CHANGE DIRECTIVE No.: 002

REVISION 01

Owner:	City of Midland	Owner's Project No.:	210000526
Engineer:	Enprotec / Hibbs & Todd, Inc.	Engineer's Project No.:	7227
Contractor:	Garney Construction	Contractor's Project No.:	7340
Project Name:	Northeast Water System Improvements, Contract A		
Date Issued:	6/14/2021 ~~April 26, 2021~~	Effective Date of Work Change Directive:	

Contractor is directed to proceed promptly with the following change(s):

1. RFI 010(B) – Large Utility Corridor Crossing Sta. 141+00.
2. RFI 011-1 - Additional Utility Crossings Sta. 150+62.
3. RFI 011-2 - Additional Utility Crossings Sta. 188+63.
4. RFI 012 - Elevation adjustment for Utility Crossings Sta. 261+24.
5. RFI 013 - Large Utility Corridor Crossing Sta. 155+00.
6. RFI 014 – Additional Utility Crossing Sta. 177+89.

Attachments:

1. RFI 010(B) – Response.
2. RFI 011 – Response.
3. RFI 012 – Response.
4. RFI 013 – Response.
5. RFI 014 – Response.

Purpose for the Work Change Directive:

- Field adjustments of steel casing from field investigation "pot-holing" of existing utility crossings by Contractor.

Directive to proceed promptly with the Work described herein, prior to agreeing to change in Contract Price and Contract Time, is issued due to:

☐ Non-agreement on pricing of proposed change. ☒ Necessity to proceed for schedule or other reasons.

Estimated Change in Contract Price and Contract Times:

1. **RFI 010(B)**: Additional utility crossings at Sta. 141+00. Add 90 LF 48" steel casing by jack and bore for large utility corridor.
    a. Additional 90 LF Bid Item 2.18 (90 LF x $1,212/LF = $109,080.00).
    b. Decrease 62 LF Bid Item 2.17 (62 LF x $550/LF = $34,100.00).
    c. Decrease 28 LF Bid Item 2.16 (28 LF x $250/LF = $7,000.00).
    d. Estimated Net Cost Impact = **$67,980.00 Increase**.
    e. Estimated Time Impact = ___**0**____days.
2. **RFI 011-1**: Additional utility crossings at Sta. 150+62. Add 20 LF 48" steel casing by open cut.
    a. Additional 20 LF Bid Item 2.17 (20 LF x $550/LF = $11,000.00).
    b. Decrease 20 LF Bid Item 2.16 (20 LF x $250/LF = $5,000.00).

c. Estimated Net Cost Impact = **$6,000.00 Increase.**
d. Estimated Time Impact = ___**1**____days.

3. **RFI 011-2**: Additional utility crossing at Sta. 188.63. Add 20 LF 36" steel casing by open cut.
   a. Additional 20 LF Bid Item 2.20 (20 LF x $500 ~~$550~~/LF = $10,000 ~~$11,000.00~~).
   b. Decrease 20 LF Bid Item 2.19 (20 LF x $112/LF = $2,240.00).
   c. Estimated Net Cost Impact = **$7~~8~~,760.00 Increase.**
   d. Estimated Time Impact = ___**1**____days.
4. **RFI 012**: Existing Utility Depth at Sta. 261+25.
   a. Estimated Net Cost Impact = **$0.00.**
   b. Estimated Time Impact = ___**0**____days.
5. **RFI 013**: Additional utility crossings at Sta. 155+00. Add 40 LF 48" steel casing by jack and bore for large utility corridor.
   a. Additional 40 LF Bid Item 2.18 (40 LF x $1,212/LF = $48,480.00).
   b. Decrease 30 LF Bid Item 2.17 (30 LF x $550/LF = $16,5000.00).
   c. Decrease 10 LF Bid Item 2.16 (20 LF x $250/LF = $5,000.00).
   d. Estimated Net Cost Impact = **$26,980.00 Increase.**
   e. Estimated Time Impact = ___**0**____days.
6. **RFI 014**: Additional utility crossings at Sta. 177+89. Add 20 LF 48" steel casing by open cut.
   a. Additional 20 LF Bid Item 2.17 (20 LF x $550/LF = $11,000.00).
   b. Decrease 20 LF Bid Item 2.16 (20 LF x $250/LF = $5,000.00).
   c. Estimated Net Cost Impact = **$6,000.00 Increase.**
   d. Estimated Time Impact = ___**0**____days.

Estimated Contract Price Impact: (Allocated from Owner's Allowance – No change to Contract Price.)	**$114,720.00 ~~$115,720.00~~**		**increase.**
Estimated Contract Time Impact: (For tracking purposes only - To be included in subsequent Change Order.)	**2**	**days**	**increase**.

Basis of estimated change in Contract Price:

☐ Lump Sum ☒ Unit Price ☐ Cost of the Work ☐ Other

	Recommended by Engineer	Authorized by Owner
	Joseph T. Mangrem	
By:	Joseph T. Mangrem, P.E.	
Title:	Project Manager	
Date:	06/14/2021	

WORK CHANGE DIRECTIVE NO.: 003

REVISION 01

Owner:	City of Midland	Owner's Project No.:	210000526
Engineer:	Enprotec / Hibbs & Todd, Inc.	Engineer's Project No.:	7227
Contractor:	Garney Construction	Contractor's Project No.:	7340
Project Name:	Northeast Water System Improvements, Contract A		
Date Issued:	6/14/2021 ~~April 28, 2021~~	Effective Date of Work Change Directive:	

Contractor is directed to proceed promptly with the following change(s):

1. RFI 018 – Revised Occidental Parkway Bore Crossing Route.

Attachments:

1. RFI 018 - Response.

Purpose for the Work Change Directive:

1. Route adjustment of Occidental Parkway jack & bore crossing from field investigation "pot-holing" of existing utilities by Contractor.
2. Omit steel casing from existing utility crossing specifically requesting no steel encasement due to induced-current cathodic protection system on existing utility pipeline.

Directive to proceed promptly with the Work described herein, prior to agreeing to change in Contract Price and Contract Time, is issued due to:

☐ Non-agreement on pricing of proposed change. ☒ Necessity to proceed for schedule or other reasons.

Estimated Change in Contract Price and Contract Times:

1. RFI 018:

a. Decrease 200 LF Bid Item 2.21 – 24" C-900 in 36" Steel Casing Jack and Bore.

i. 200 LF x $635~~$1,212~~/LF = $127,000.00~~$242,400.00~~ decrease.

~~b. Increase 70 LF Bid Item 2.20: 24" C-900 in 36" Steel Casing Open Cut.~~

~~i. 70 LF x $550/LF = $38,500.00 increase.~~

~~c.~~b. Increase 330~~260~~ LF Bid Item 2.19 – 24" C-900 Open Cut.

i. 330~~260~~ LF x $112/LF = $36,960.00~~$29,120.00~~ increase.

~~d.~~c. Estimated Net Price Impact = $90,040.00**~~$174,780.00~~ decrease.**

~~e.~~d. Estimated Time Impact = **5** days.

Estimated Contract Price Impact: (Credited to Owner's Allowance – No change to Contract Price.)	**$90,040.00~~$174,780.00~~**		**Decrease.**
Estimated Contract Time Impact:	**5**	**days**	**Increase.**

(For tracking purposes only - To be included in subsequent Change Order.)			

Basis of estimated change in Contract Price:

☐ Lump Sum ☒ Unit Price ☐ Cost of the Work ☐ Other

	Recommended by Engineer	Authorized by Owner
	Joseph T. Mangrem	
By:	Joseph T. Mangrem, P.E.	
Title:	Project Manager	
Date:	06/14/2021	

1031 Andrews Highway, Ste 304C, Midland, TX, 79701
Phone: 806.662.7052

Date: February 25th, 2021

To: City of Midland
300 N. Loraine St.
Midland, Texas, 79701

ATTN: Carl Craigo

RE: **Abnormal Weather Days – February 15th, 2021 thru February 19th, 2021**

On February 12, 2021, the Texas Governor declared a state of emergency Disaster Declaration for all 254 counties of Texas, including Midland and Martin Counties. The reason for the declarations is the severe weather activity throughout Texas.

Thus, in accordance with Paragraph 4.05.C.1 of the General Conditions of the Contract, Garney Construction hereby requests the City of Midland grants an extension of contract time of 5 calendar days due to the severe weather activity brought by Winter Storm Uri. This resulted in delays to the planned work activities.

Garney Construction hereby requests that the abnormal weather conditions are in no manner applied to the foreseeable bad weather days established in the table in Exhibit A – Foreseeable Bad Weather Days of the General Conditions of the Contract.

If there are any questions, please contact Taylor Kennedy, Project Manager, at his Cell Phone - 806.662.7052.

Respectfully,

Taylor Kennedy
Project Manager

CC: Raymond Saddler, Cory Moose, Joe Mangrem, Phillip Bullard, Richard McCluskey, and Ryan Kendrick

CHANGE ORDER NO.: 002

Owner:	City of Midland	Owner's Project No.:	210000526
Engineer:	Enprotec / Hibbs & Todd, Inc.	Engineer's Project No.:	7227
Contractor:	Garney Construction	Contractor's Project No.:	7340
Project Name:	Northeast Water System Improvements, Contract A		
Date Issued:	6/14/2021	Effective Date of Change Order:	

The Contract is modified as follows upon execution of this Change Order:

Description:

Change Order NO. 002 consists of three separate change order proposals (COP 02, 03, and 04) for additional work requested by the Owner, as well as additional work requested by the Contractor under COP 05.

Cost impact from this Change Order 02 will utilize Owner's Allowance and therefore there is no change to the Contract Amount.

1. **Hogan Wadley Valve Programming: $2,227.76; 0 Days**
2. **Filter Waste Pump Improvements: $80,600.00; 15 Days**
3. **Booster Pump Station Improvements: $81,000.00; 15 Days**
4. **42" Tee Tie-in: $14,331.00; 0 Days**

TOTAL $178,158.76; 30 Days

Attachments:

1. **Contractor's Request for Change Order NO. 002.**
2. **COP 02 – Hogan Wadley Valve Programming**
3. **COP 03 – Filter Waste Pump Improvements**
4. **COP 04 - Booster Pump Station Improvements**
5. **COP 05 – 42" Tee Tie In**

Change in Contract Price	**Change in Contract Times**
Original Contract Price: $ 22,063,309.00	Original Contract Times: Substantial Completion: 459 days Ready for final payment: 519 days
Increase from previously approved Change Order No. 001: $ 0	**Increase** from previously approved Change Order No. 001 Substantial Completion: 12 Ready for final payment: 12
Contract Price from previously approved Change Order No. 001: $ 22,063,309.00	Contract Times from previously approved Change Order No. 001: Substantial Completion: 471 days Ready for final payment: 531 days

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Impact this Change Order: $ 178,158.76 (From Owner's Allowance)	**Increase** this Change Order: Substantial Completion: 30 days Ready for final payment: 30 days
Contract Price incorporating this Change Order: $ 22,063,309.00 (No Change)	Contract Times with all approved Change Orders: Substantial Completion: 501 Days Ready for final payment: 561 Days

Recommended by Engineer	Accepted by Contractor
By: Joseph T. Mangrem	
Title: Project Manager	
Date: 06/15/2021	

Authorized by Owner

By:

Title:

Date:

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1031 Andrews Highway, Suite 304C, Midland, TX 79701
Phone: 432.289.6590
www.garney.com

City of Midland
300 N. Loraine
Midland, Texas, 79701

5/28/2021

Attn: Carl Craigo

Re: Northeast Water Systems Improvements – Additional Work

Dear Mr. Craigo,

Garney has evaluated your request for the additional work in regard to the Plant Booster Pump Station, Filter Waste Pump Improvements, and the Valve Programing at the Hogan Wadley BFV Vault. Garney has also provided the additional pricing for Garney to Self Perform the installation of the 42-inch Tee. Please see the attached Change Order 7340-02 which includes costs associated with the additional work.

Garney would like to propose an increase in contract time of 30 days for the additional work in Change Order 7340-02.

This includes the following:

Change Order Proposal 02 – Hogan Wadley Valve Programming:	$ 2,227.76
Change Order Proposal 03 – Filter Waste Pump Improvements:	$ 80,600.00
Change Order Proposal 04 – Booster Pump Station Improvements:	$ 81,000.00
Change Order Proposal 05 – 42" Tee Tie In:	$ 14,331.00
Total of Change Order 7340-02:	**$178,158.76**

Please find the attached Clarifications for, Change Order Proposal 02 – Hogan Wadley Valve Programming, Change Order Proposal 03 – Filter Waste Pump Improvements, and Change Order Proposal 04 – Booster Pump Station Improvements.

This proposal represents the direct cost of the referenced work only. If additional work is required as a result of this change due to circumstances outside of Garney's control, this will be discussed and addressed under a separate cover.

Sincerely,

GARNEY COMPANIES, INC.

Taylor Kennedy
Project Manager

CC: Cory Moose, Joe Mangrem, Leroy Arce, Phillip Bullard, Ryan Kendrick

CONTRACT MODIFICATION REQUEST

PROJECT:	Northeast Water System Improvements	**PROJECT NUMBER**
OWNER:	City of Midland	210000526
CONTRACTOR:	Garney Construction	7340
ENGINEER:	Enprotec/Hibbs & Todd	7227

CHANGE ORDER NO.: **002**

SUMMARY OF CHANGE ORDER REQUEST VALUES FROM ATTACHED TABULATIONS

Item #	Engineering Directive #	Description	Qty	Unit	Cost Per	Extended Cost
COP2		Hogan Wadley Valve Programming	1	LS	$ 2,227.76	$ 2,227.76
COP3		Filter Waste Pump Improvements	1	LS	$ 80,600.00	$ 80,600.00
COP4		Booster Pump Station Improvements	1	LS	$ 81,000.00	$ 81,000.00
COP5		42" Tee Tie In	1	LS	$ 14,331.00	$ 14,331.00
					Total	**$ 178,158.76**

Contractor: Garney Construction

By Taylor Kennedy
Taylor Kennedy

Date: 05/28/2021

Recommended for Payment by Engineer

By _____ Date

Approved for Payment by Construction Manager

By _____ Date

Approved for Payment by [OWNER]

By _____ Date

Approved for Payment by [OWNER]

By _____ Date

1031 Andrews Highway, Suite 304C, Midland, TX 79701
Phone: 432.289.6590
www.garney.com

City of Midland
300 N. Loraine
Midland, Texas, 79701

5/21/2021

Attn: Carl Craigo

Re: Northeast Water Systems Improvements – COP-02 Hogan Wadley Valve Programming

Dear Mr. Craigo,

Garney has evaluated your request for the additional work in regard to the Valve Programing at the Hogan Wadley BFV Vault.

Garney would like to propose the Change Order Proposal 02 in the amount of $2,227.76.

This change order includes the costs to reprogram the existing actuated butterfly valve at the Hogan Wadley site to provide a modulating function. This would include set points to close from 100% to 75%, with a 2 min. delay, then 75% to 50%, with a 2 min. delay……until fully closed.

This proposal represents the direct cost of the referenced work only. If additional work is required as a result of this change due to circumstances outside of Garney's control, this will be discussed and addressed under a separate cover.

Sincerely,

GARNEY COMPANIES, INC.

Taylor Kennedy
Project Manager

CC: Cory Moose, Joe Mangrem, Leroy Arce, Phillip Bullard, Ryan Kendrick

1700 Swift St, North Kansas City, MO 64116
Phone: 816.741.4600
Fax: 816.741.4488
www.garney.com

Mr. Colden Rich
Enprotec Hibbs and Todd
402 Cedar Street
Abilene, TX 79601

May 21, 2021

RE: Northeast Water Systems Improvements - COP-03 Filter Waste Pump Improvements

Dear Mr. Rich,

Our lump sum price for this project is **$80,600**. Below are the following clarifications:

Cost to Complete Filter Waste Pump Improvements is: $80,600.00

Contractor is requesting an additional 15 days be added to the Midland Northeast Water System Improvements Bid Package A to complete this work

General Scope Proposal Clarifications:

- All excavation and backfill for direct buy electrical conduit is included.
- No special warning signage or fire extinguishers are included.
- Sales tax has been excluded.
- Any demolition is excluded unless specifically included below.
- Any topsoil that must be removed for construction will be re-used and those areas will be re-seeded.
- Any gravel drive areas affected directly by construction will be re-graveled.
- All temporary restroom facilities are included.
- Erosion control measures are included, but a SWPPP is not included.
- Dumpsters are included.
- Temporary power is excluded.
- Unless noted below, coatings are excluded.
- Water supply for construction purposes is excluded.
- Performance bond is included.
- Builders risk insurance is included.
- One (1) year warranty is included for items supplied by Garney Construction only beginning at installation of work detailed below.
- Proposal is valid for fifteen (15) calendar days.
- Pricing is based on engineered stamped drawings provided in RFP.
- Pricing is based on the City of Midland Providing only the following material
    - For the Filter Backwash Basins
        - Guiderail Fittings (Piping for railing was omitted)
        - Discharge Elbows for pumps
        - Smart controller module for control panel

Filter Waste Pump Improvement Clarification:

- Pricing excludes new pump controller rack for submersible pump installation at the filter backwash basins. Current Vertical Turbine Pump Controller rack will be reused.
- Pricing includes coating application to protect the rebar exposed during concrete cutting operations at the filter backwash basins.

- Pricing includes demolition of the west basin concrete platform. East Basin Platform will have openings cut into the existing platform and flush mount hatches will be installed.
- Handrail Repair on top of the west Filter Backwash Basin wall is included.
- Pricing quoted to install submersible pumps in the filter backwash basins assume basins have been cleaned prior to pump installation. Pricing escalation will occur if basins are not clean.
- Interconnecting buried yard piping, valving is included. See drawings for reference. Potholing to confirm existing piping tie-in locations is included.

If you have any questions, please feel free to contact me at (816) 935-0701 or at mgardner@garney.com.

Sincerely,

GARNEY COMPANIES, INC.



Mike Gardner

1700 Swift St, North Kansas City, MO 64116
Phone: 816.741.4600
Fax: 816.741.4488
www.garney.com

Mr. Colden Rich
Enprotec Hibbs and Todd
402 Cedar Street
Abilene, TX 79601

June 4, 2021

RE: Northeast Water Systems Improvements - COP-04 – Booster Pump Station Improvements

Dear Mr. Rich,

Our lump sum price for this project is **$81,000.00**. Below are the following clarifications:

Cost to Complete Booster Pump Station Improvements is: $81,000.00

Contractor is requesting an additional 15 days be added to the Midland Northeast Water System Improvements Bid Package A to complete this work

General Scope Proposal Clarifications:

- All excavation and backfill for direct buy electrical conduit is included.
- No special warning signage or fire extinguishers are included.
- Sales tax has been excluded.
- Any demolition is excluded unless specifically included below.
- Any topsoil that must be removed for construction will be re-used and those areas will be re-seeded.
- Any gravel drive areas affected directly by construction will be re-graveled.
- All temporary restroom facilities are included.
- Erosion control measures are included, but a SWPPP is not included.
- Dumpsters are included.
- Temporary power is excluded.
- Unless noted below, coatings are excluded.
- Water supply for construction purposes is excluded.
- Performance bond is included.
- Builders risk insurance is included.
- One (1) year warranty is included for items supplied by Garney Construction only beginning at installation of work detailed below.
- Proposal is valid for fifteen (15) calendar days.
- Pricing is based on engineered stamped drawings provided in RFP.
- Pricing is based on the City of Midland Providing only the following material
    - Plant Water Pump Station
        - Pump skid will be provided by the City of Midland.
        - City of Midland will provide the Open Circuit Termination Point.

Plant Booster Pump Station Installation Clarifications:

- Pricing includes exterior process pipe coatings for the Plant Water Pump Station Installation
- Pricing excludes repainting of installed booster pump station except for factory touchup if needed. Booster pump station will remain factory coated color.
- All wiring for the submersible filter basin pumps, booster pump station, and flow meter relocation is included.

- City of Midland shall provide an open circuit termination point inside a panel in the plant pump station electrical room.
- Pricing is based off use of existing overhead crane to lower Booster Pump Station into the existing pump station basement.

If you have any questions, please feel free to contact me at (816) 935-0701 or at mgardner@garney.com.

Sincerely,

GARNEY COMPANIES, INC.



Mike Gardner

1700 Swift St, North Kansas City, MO 64116
Phone: 816.741.4600
Fax: 816.741.4488
www.garney.com

Mr. Joe Mangrem
Enprotec Hibbs and Todd
402 Cedar Street
Abilene, TX 79601

June 4, 2021

RE: Northeast Water Systems Improvements - COP-05 – 42" Tee tie in

Dear Mr. Mangrem,

Our lump sum price for this project is **$14,331.00**. Below are the following clarifications:

Cost to Complete 42" Tee tie in is: $14,331.00

General Scope Proposal Clarifications:

- All excavation and backfill is included
- All unloading and setting of new pipe and pieces is included
- Cutting, welding and testing is included
- Initial grout diaper install and final grout patching is included

If you have any questions, please feel free to contact me at (816) 935-0701 or at mgardner@garney.com.

Sincerely,

GARNEY COMPANIES, INC.

Mike Gardner

City Council Meeting

Item Number: 21

Meeting Date: July 27, 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 Plains Pipeline, LP, regarding City-owned property described as Section 8, Block 38, Township 1 South, T&P RR Co. Survey, Midland County, Texas (DISTRICT: NONE) (UTILITIES)

Purpose:

This ROW License will replace License 7179 effective July 11, 2011, which granted a 30' wide right of way to Plains Pipeline L.P.: This Right of Way License updates and replaces the previously granted license and terms for the continued operation of said pipeline, including a 20% lessor rate increase option.

This Right-of-Way License is proposed for a single five (5) year period with the option for a single five (5) year renewal. Terms are consistent with the City's standard license for pipeline facilities of this nature.

Recommended City Council Action:

Approve

Fiscal Impact:

Application fee (one time): $1,000

Annual Lease Rate (127.83 rods x $24.60/rod): $3,144.16

Surface Damages: existing pipeline, no new surface damage

Total Collected: $4,144.16

Discussion:

This private use, steel construction crude line is six point five inches (6.5) in diameter and buried sixty inches (60) deep. Attached plat is the “As Built” survey of the existing pipeline. Annual fees are up to date.

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 Williams Jr.

City Manager’s Office

RIGHT OF WAY LICENSE

THE STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF MIDLAND §

Date: July 28, 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: Plains Pipeline, L.P.

Licensee's Representative: **George N. Polydoros, Jr.**

Licensee's Mailing Address: P.O. Box 4648
Houston, Texas 77210-4648

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 THREE THOUSAND ONE HUNDRED FORTY-FOUR and 16/100 Dollars ($3,144.16) 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. Intentionally omitted.

C. Annual Fee. Licensee shall pay to Licensor an annual fee in the amount of THREE THOUSAND ONE HUNDRED FORTY-FOUR and 16/100 Dollars ($3,144.16), 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 thirty (30) feet in width of the pipeline location as shown on **Exhibit A** attached hereto and incorporated herein for the purpose of operating, repairing, maintaining, replacing and removing, thereon, along the herein described pipeline locations, a steel construction pipeline, not to exceed six and a half (6.5) inches in diameter, for the transportation of crude oil, to have the right of ingress and egress at convenient points for such purpose.. **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 sixty (60) inches in depth. All backfill used in burying such line shall be compacted to a density of ninety percent (90%), except where such pipeline(s) crosses under a paved or traveled portion of City of Midland right of way where such backfill shall be compacted to a density of ninety-five percent (95%). Licensor shall be afforded the opportunity to test the density on all backfill. Notwithstanding any provision to the contrary contained herein, Licensee covenants and agrees that, at any point that Licensee's pipeline(s) intersects with a City of Midland utility line location, the pipeline(s) shall be bored at a depth of a least (i) nine (9) feet under all City of Midland water utility lines and (ii) two (2) feet under all City of Midland sewer utility lines. Licensee agrees that it shall comply with 30 Tex. Admin. Code § 290.44(e), as amended, to the extent applicable to this License.

E. Approval of Bids. Before Licensee seeks bids on any phase of the repair of public streets, alleys, water lines, sewer lines or any other public utilities, the specifications shall be approved by Licensor's Representative.

F. Reservation of Rights. Licensor expressly reserves the right to install, repair, or reconstruct streets or roads and all ancillary public uses usual and customary in connection with streets and roads, expressly including but not limited to drainage facilities and related structures in the rights

of way used and occupied by Licensee.

Licensor reserves the right to lay and permit to be laid, sewer, gas, water, and other pipelines or cables and conduits, and to do and permit to be done, any underground or overhead installation or improvement that may be deemed necessary or proper by the governing body of Licensor, in, on, across, along, over, under, and through any property occupied by Licensee. In permitting such work to be done, Licensor shall not be liable to Licensee for any damage so caused to Licensee's system or property, **NOR SHALL LICENSOR BE LIABLE TO LICENSEE FOR ANY DAMAGES TO LICENSEE'S PIPELINE(S), CASING, OR COMPRESSOR STATION, ARISING OUT OF THE NEGLIGENCE BY LICENSOR, ITS EMPLOYEES, OFFICERS OR AGENTS, OR LICENSOR'S CONTRACTORS OR SUBCONTRACTORS**. If Licensor requires Licensee to remove, alter, change, adapt, or conform Licensee's facilities because of changes in the grade or construction of a street or in the location or manner of constructing a water pipe, sewer pipe, or other surface, underground or aboveground structure owned by Licensor, Licensee shall make the alterations or changes as soon as practicable, and in no event longer than one hundred eighty (180) days, when ordered in writing by Licensor, without claim for reimbursement for the cost of the relocation or for damages against Licensor. If these requirements impose a financial hardship upon Licensee, Licensee shall have the right to present alternative proposals for Licensor's consideration.

G. Non-exclusive. Licensor expressly reserves the full right to grant other easements or rights of way crossing or running parallel with the rights of way used by Licensee.

H. Abandonment. It is especially provided, however, that as an express condition of this License, and not as a mere covenant, in the event Licensee abandons any equipment or appurtenances to the undertakings contemplated by this License, or the Property ceases to be used for the purposes enumerated herein for any period of twelve (12) consecutive months, or longer, other than the time elapsing between the date hereof and construction, and upon giving Licensee one hundred and twenty (120) days' written notice, then and in that event, this License shall automatically revert to Licensor, its successors or assigns, free and clear of any right, title, or interest in Licensee, or any re-entry by Licensor.

I. Approval of Specifications. In the event Licensee desires to reconstruct, repair, maintain, replace or remove any pipeline or casing system built hereunder, Licensee shall submit the plans and specifications that pertain to the rebuilding or repairs of Licensor's streets and roads and the rebuilding or repairs of any of Licensor's public utilities to Licensor's Representative for his or her approval. In the event of emergency repairs necessary to restore service, Licensee shall notify Licensor's Representative before making any repairs if during a Licensor work day. If not on a work day, Licensee shall notify Licensor's Representative on the first work day after repairs have begun.

J. Gates and Fences. Licensee agrees to use existing gates and roadways where available, to enter, leave and cross the Property; provided that Licensee shall not use any road marked "Closed." Licensee and all persons entering or leaving the Property in connection with Licensee's operations hereunder shall keep all outside and interior gates securely closed except during operations related to this License. Licensee shall keep all outside gates, and all other gates designated by Licensor, securely locked except during operations related to this License. At any gate that is to be locked, Licensor may install its own lock in addition to Licensee's lock.

Licensee agrees that Licensee shall not cut or go over any fence at any time or in connection with any operations on the Property without first obtaining Licensor's express consent thereto in writing. All gates or openings in fences shall be at mutually agreeable location(s) between Licensee and Licensor and shall be constructed as reasonably required by Licensor. Upon the termination of this License, at Licensor's election, gates in fences shall be left in place and shall thereafter be owned by Licensor or Licensee shall remove such gates and restore the fence to its original condition as nearly as reasonably practicable. The terms, provisions and requirements of this provision shall survive the termination or expiration of this License.

K. Trash. Licensee shall keep the Property free of trash and debris at all times. Under no circumstances, will Licensee be allowed to bury any trash, debris or foreign material of any kind on or under the Property. Licensor shall have the right to expel and permanently ban from the Property any person observed disposing of trash on the Property. Upon the completion of any operations, all ribbons, flags, stakes and similar items shall by promptly removed from the Property.

L. Hunting, Fishing and Alcohol Prohibited. No agent, employee, representative, contractor or subcontractor of Licensee or any other person allowed to enter the Property by Licensee shall be permitted to hunt, fish, trap, camp, picnic, ride motorcycles or four-wheelers or otherwise conduct any social gathering on the Property, nor shall any such persons be permitted to bring firearms, archery equipment, dogs, alcoholic beverages or illegal drugs on the Property at any time. Violations of this provision shall cause the violator to be regarded as a trespasser and subject to prosecution under trespass laws of the State of Texas. Licensor shall have the right to expel and permanently ban from the Property any person observed on the Property in violation of this provision.

M. Storage of Machinery and Equipment. Licensee shall use no part of the Property to store machinery, equipment, or other property of Licensee while it is not being used.

N. Additional Reservations. Licensor reserves the right to use the surface, subsurface or airspace above the land covered by this License for any purpose allowed by law and deemed necessary by Licensor and to do and permit to be done, any work in connection therewith which may be deemed necessary or proper by Licensor in, on, across, along, over, under, and through said right of way occupied by Licensee. In the event of such work in connection with said purposes it shall be deemed necessary by Licensor, at Licensor's sole discretion, to alter, change, adapt, conform or relocate any pipeline, property, or casing of Licensee, such alteration or change or relocation shall be commenced and completed by Licensee within one hundred eighty (180) days after being ordered in writing by Licensor pursuant to directions from Licensor's City Council without any claim for reimbursement for the cost of the relocation or damages against Licensor. The relocation or alteration shall be at the sole cost of Licensee. Provided, however, that Licensee shall at all times be entitled to receive from appropriate governmental bodies, excluding Licensor, payment for alteration or relocation of its system to which it may be lawfully entitled to under applicable federal or state laws with respect to relocation payments.

IV. Standard General Conditions

A. Insurance. Licensee shall at all times during the term of this License maintain and keep in full

force and effect insurance in the following types and minimum amounts with companies authorized to do business in the State of Texas:

Commercial General Liability (including Contractual liability):	
■ Personal Injury:	$1,000,000.00 per person $1,000,000.00 per occurrence
■ Property Damage:	$100,000.00 per occurrence
Business Automobile Liability:	$1,000,000.00 combined single limit-- Personal Injury and Property Damage
Workers' Compensation:	Statutory limits
Employers' Liability:	$1,000,000.00 per accident or occurrence
Umbrella Liability:	$10,000,000.00 each occurrence $10,000,000.00 aggregate

The Commercial General Liability shall be on an occurrence basis. This insurance shall name Licensor as an additional insured and all insurance shall waive subrogation in favor of Licensor.

The Workers' Compensation coverage provided by Licensee shall inure to the benefit of employees injured during the course and scope of their employment by Licensee pursuant to this License. The Workers' Compensation insurance shall waive all rights of subrogation against Licensor.

The Business Automobile Liability insurance provided by Licensee shall cover any auto for bodily injury and property damage, including owned vehicles, hired and non-owner vehicles, and employee non-ownership, and the amount of such policy shall be a minimum of $1,000,000.00 covering any vehicle used for the execution of the work that is the subject of this License. This insurance shall name Licensor as an additional insured and all insurance shall waive subrogation in favor of Licensor.

The parties agree that, prior to the execution of the License, Licensee shall provide one or more certificates of insurance showing that the requirements of this article have been met. This decision shall be in Licensor's sole discretion.

Licensor shall be provided the notice by Licensee's insurance provider not later than thirty (30) days prior to any reduction or termination of such coverage. Licensor shall not be required to provide any insurance whatsoever pursuant to this License.

Licensee shall contractually require all contractors, subcontractors, and sub-subcontractors that work on any portion of the work that is the subject of this License to obtain insurance coverage that meets or exceeds the policy requirements and minimum amounts as required by Licensee, and name the City of Midland as an additional insured. Licensee certifies that the one or more certificates of insurance provided as required herein complies with the requirements of Chapter 1811 of the Texas Insurance Code. Licensee shall not use an unapproved certificate of insurance or insert inappropriate language on a certificate. Compliance with state law is the sole

responsibility of Licensee.

B. Indemnity. LICENSEE SHALL INDEMNIFY AND HOLD HARMLESS AND DEFEND LICENSOR, AND ALL OF LICENSOR'S OFFICERS, AGENTS AND EMPLOYEES FROM ALL SUITS, ACTIONS, CLAIMS, DAMAGES, PERSONAL INJURIES, ACCIDENTAL DEATH, PROPERTY DAMAGE, LOSSES AND EXPENSE OF ANY CHARACTER WHATSOEVER, INCLUDING ATTORNEY'S FEES, BROUGHT FOR OR ON ACCOUNT OF ANY INJURIES OR DAMAGES RECEIVED OR SUSTAINED BY ANY PERSON OR PERSONS OR PROPERTY ON ACCOUNT OF ANY NEGLIGENT ACT OF LICENSEE, LICENSEE'S OFFICERS, AGENTS OR EMPLOYEES, WHETHER SUCH NEGLIGENT ACT WAS THE SOLE PROXIMATE CAUSE OF THE INJURY OR DAMAGE OR A PROXIMATE CAUSE JOINTLY AND CONCURRENTLY WITH LICENSEE OR LICENSEE'S EMPLOYEES', AGENTS' OR SUBCONTRACTORS' NEGLIGENCE, IN THE EXECUTION, SUPERVISION AND OPERATIONS GROWING OUT OF OR IN ANY WAY CONNECTED WITH THE PERFORMANCE OF THIS LICENSE INCLUDING SUCH NEGLIGENT ACTS ARISING FROM OR IN ANY WAY CONNECTED WITH THE PLACEMENT, CONSTRUCTION, OPERATION, REPAIR, MAINTENANCE, REPLACEMENT OR REMOVAL OF ANY PART OF LICENSEE'S PIPELINE(S),CASING SYSTEM, OR COMPRESSOR STATION IN LICENSOR'S RIGHT OF WAY. LICENSEE WILL BE REQUIRED TO PAY ANY JUDGMENT WITH COSTS WHICH MAY BE OBTAINED AGAINST LICENSOR OR ANY OF ITS OFFICERS, AGENTS OR EMPLOYEES, INCLUDING ATTORNEY'S FEES.

LICENSEE AGREES THAT LICENSEE SHALL INDEMNIFY AND SAVE LICENSOR HARMLESS FROM ALL CLAIMS GROWING OUT OF ANY DEMANDS OF SUBCONTRACTORS, LABORERS, WORKMEN, MECHANICS, MATERIALMEN, AND FURNISHERS OF MACHINERY AND PARTS THEREOF, EQUIPMENT, POWER TOOLS, ALL SUPPLIES, CONSTRUCTION, OPERATION, REPAIR, MAINTENANCE, REPLACEMENT OR REMOVAL OF THE PIPELINE(S), CASING SYSTEM, OR COMPRESSOR STATION DESCRIBED HEREIN.

LICENSEE SHALL INDEMNIFY AND HOLD HARMLESS AND DEFEND LICENSOR, AND ALL OF LICENSOR'S OFFICERS, AGENTS OR EMPLOYEES FROM ALL SUITS, ACTIONS, CLAIMS, DAMAGES, PERSONAL INJURIES, ACCIDENTAL DEATH, PROPERTY DAMAGE, LOSSES AND EXPENSE OF ANY CHARACTER WHATSOEVER, INCLUDING ATTORNEY'S FEES, BROUGHT FOR OR ON ACCOUNT OF ANY INJURIES OR DAMAGES RECEIVED OR SUSTAINED BY ANY PERSON OR PERSONS OR PROPERTY ON ACCOUNT OF ANY NEGLIGENT ACT OF LICENSOR, LICENSOR'S OFFICERS, AGENTS OR EMPLOYEES, WHETHER SUCH NEGLIGENT ACT WAS THE SOLE PROXIMATE CAUSE OF THE INJURY OR DAMAGE OR A PROXIMATE CAUSE JOINTLY AND CONCURRENTLY WITH LICENSEE OR LICENSEE'S EMPLOYEES', AGENTS' OR SUBCONTRACTORS' NEGLIGENCE, IN THE EXECUTION, SUPERVISION AND OPERATIONS GROWING OUT OF OR IN ANY WAY CONNECTED WITH THE PERFORMANCE OF THIS LICENSE INCLUDING SUCH NEGLIGENT ACTS ARISING FROM OR IN ANY WAY CONNECTED WITH THE PLACEMENT, CONSTRUCTION, OPERATION, REPAIR, MAINTENANCE, REPLACEMENT OR REMOVAL OF ANY PART OF LICENSEE'S PIPELINE(S),CASING SYSTEM, OR COMPRESSOR STATION IN LICENSOR'S

RIGHT OF WAY. LICENSEE WILL BE REQUIRED TO PAY ANY JUDGMENT WITH COSTS WHICH MAY BE OBTAINED AGAINST LICENSOR OR ANY OF ITS OFFICERS, AGENTS OR EMPLOYEES, INCLUDING ATTORNEY'S FEES.

LICENSEE SHALL INDEMNIFY AND HOLD HARMLESS AND DEFEND LICENSOR, AND ALL OF LICENSOR'S OFFICERS, AGENTS AND EMPLOYEES FROM ALL CLAIMS, LOSSES, DAMAGES, LIABILITIES, LIENS, FINES, PENALTIES, CAUSES OF ACTION, SUITS, CHARGES, JUDGMENTS, ADMINISTRATIVE ORDERS, REMEDIATION REQUIREMENTS, ENFORCEMENT ACTIONS OF ANY KIND, AND ALL COSTS AND EXPENSES OF ANY CHARACTER WHATSOEVER, INCLUDING ATTORNEY'S FEES, BROUGHT FOR OR ON ACCOUNT OF FAILURE OF LICENSEE, ANY CONTRACTOR, SUBCONTRACTOR, ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY THEM, OR ANYONE THAT THEY CONTROL OR EXERCISE CONTROL OVER TO COMPLY WITH ALL APPLICABLE LOCAL, FEDERAL AND/OR STATE ENVIRONMENTAL LAWS, INCLUDING BUT NOT LIMITED TO THE RESOURCE CONSERVATION AND RECOVERY ACT (RCRA) AND THE COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION, AND LIABILITY ACT (CERCLA) (AS THEY MAY BE REAUTHORIZED AND/OR AMENDED) AND ALL OTHER LOCAL, FEDERAL AND STATE LAWS, IN CONNECTION WITH OR RELATED TO ANY OF LICENSEE'S OPERATIONS OR ACTIVITIES ON THE PROPERTY, OR ANY OF LICENSEE'S HANDLING, STORING, RELEASING, TRANSPORTING OR DISPOSING OF ALL SUBSTANCES, INCLUDING, BUT NOT LIMITED TO HAZARDOUS SUBSTANCES AND HAZARDOUS WASTES, ON OR FROM THE PROPERTY OR ANY OTHER LANDS OF LICENSOR.

C. Assignment. The rights granted by this License inure to the benefit of Licensee. The rights and privileges shall not be assignable by Licensee without the express written consent of Licensor's City Manager. Any required consent is to be evidenced by a letter written by Licensor's City Manager that fully recites the terms and conditions, if any, upon which consent is given. The granting of consent is in the sole discretion of Licensor's City Manager.

D. Independent Contractor. It is expressly understood and agreed that Licensee shall perform all work and services described herein as an independent contractor and not as an officer, agent, servant or employee of Licensor; that Licensee shall have exclusive control of and the exclusive right to control the details of the services and work performed hereunder, and all persons performing the same; and shall be solely responsible for the acts and omissions of its officers, agents, employees, contractors and subcontractors; that the doctrine of respondeat superior shall not apply as between Licensor and Licensee, its officers, agents, employees, contractors and subcontractors; and that nothing herein shall be construed as creating a partnership or joint enterprise between Licensor and Licensee. No person performing any of the work and services described hereunder shall be considered an officer, agent, servant or employee of Licensor. Further, it is specifically understood and agreed that nothing in this License is intended or shall be construed as creating a "Community of Pecuniary Interest" or "An Equal Right of Control" which would give rise to vicarious liability. Licensee shall be an independent contractor under this License and shall assume all of the rights, obligations and liabilities applicable to it as such independent contractor hereunder. Licensor does not have the power to direct the order in which the work is done. Licensor shall not have the right to control the means, methods or details of Licensee's work. Licensee shall assume exclusive responsibility for the work. Licensee is entirely

free to do the work in its own way.

E. Waiver of Attorney Fees. BY EXECUTING THIS LICENSE, LICENSEE AGREES TO WAIVE, AND DOES HEREBY KNOWINGLY, CONCLUSIVELY, VOLUNTARILY AND INTENTIONALLY WAIVE, ANY CLAIM IT HAS OR MAY HAVE IN THE FUTURE AGAINST LICENSOR REGARDING THE AWARD OF ATTORNEY'S FEES, WHICH ARE IN ANY WAY RELATED TO THE LICENSE, THE CONSTRUCTION, OR INTERPRETATION, VALIDITY OR BREACH OF THE LICENSE. LICENSEE SPECIFICALLY AGREES THAT IF LICENSEE BRINGS OR COMMENCES ANY LEGAL ACTION OR PROCEEDING RELATED TO THIS LICENSE, THE CONSTRUCTION, INTERPRETATION, VALIDITY OR BREACH OF THIS LICENSE, INCLUDING BUT NOT LIMITED TO ANY ACTION PURSUANT TO THE PROVISIONS OF THE TEXAS UNIFORM DECLARATORY JUDGMENTS ACT (TEXAS CIVIL PRACTICE AND REMEDIES CODE SECTION 37.001, ET SEQ., AS AMENDED), OR CHAPTER 271 OF THE TEXAS LOCAL GOVERNMENT CODE, LICENSEE AGREES TO ABANDON, WAIVE AND RELINQUISH ANY AND ALL RIGHTS TO THE RECOVERY OF ATTORNEY'S FEES TO WHICH LICENSEE MIGHT OTHERWISE BE ENTITLED.

LICENSEE AGREES THAT THIS IS THE VOLUNTARY AND INTENTIONAL RELINQUISHMENT AND ABANDONMENT OF A PRESENTLY EXISTING, KNOWN RIGHT. LICENSEE ACKNOWLEDGES THAT IT UNDERSTANDS ALL TERMS AND CONDITIONS OF THIS LICENSE. LICENSEE FURTHER ACKNOWLEDGES AND AGREES THAT THERE WAS AND IS NO DISPARITY OF BARGAINING POWER BETWEEN LICENSOR AND LICENSEE. THIS SECTION SHALL NOT BE CONSTRUED OR INTERPRETED AS A WAIVER OF GOVERNMENTAL IMMUNITY.

LICENSEE AND LICENSOR ARE RELYING ON THEIR OWN JUDGMENT. EACH PARTY HAD THE OPPORTUNITY TO DISCUSS THIS LICENSE WITH LEGAL COUNSEL PRIOR TO ITS EXECUTION.

F. Governing Law & Venue. All performance and payment made pursuant to this License shall be deemed to have occurred in Midland County, Texas. Exclusive venue for any claims, suits or any other action arising from or connected in any way to this License or the performance of this License shall be in Midland County, Texas. The obligations and undertakings of each of the parties to this License shall be deemed to have been performed in Midland County, Texas. This License shall be construed, interpreted and enforced under the laws of the State of Texas. The laws of the State of Texas shall govern, construe and enforce all the rights and duties of the parties, including but not limited to tort claims and any and all other claims or disputes, arising from or relating in any way to the subject matter of this License, without regard to conflict of laws and rules that would direct application of the laws of another jurisdiction.

G. Release. NOTWITHSTANDING ANY OTHER PROVISIONS, LICENSEE HEREBY RELEASES, ACQUITS, RELINQUISHES AND FOREVER DISCHARGES LICENSOR, LICENSOR'S EMPLOYEES AND OFFICERS FROM ANY AND ALL DEMANDS, CLAIMS, DAMAGES OR CAUSES OF ACTION OF ANY KIND WHATSOEVER WHICH LICENSEE HAS OR MIGHT HAVE IN THE FUTURE, INCLUDING BUT NOT LIMITED TO BREACH OF CONTRACT, QUANTUM MERUIT, CLAIMS UNDER THE

DUE PROCESS AND TAKINGS CLAUSES OF THE TEXAS AND UNITED STATES CONSTITUTIONS, TORT CLAIMS, OR LICENSOR'S NEGLIGENCE.

H. Governmental Immunity. By executing this License, Licensor is not waiving its right of governmental immunity. Licensor is retaining its immunity from suit. Licensor is not granting consent to be sued by legislative resolution or action. **THERE IS NO WAIVER OF GOVERNMENTAL IMMUNITY**.

I. Third Party Beneficiary. Licensor's approval of this License does not create a third party beneficiary. There is no third party beneficiary to this License. No person or entity who is not a party to this License shall have any third party beneficiary or other rights hereunder.

J. Notices. Any notice or communication required in the administration of this License shall be sent by certified mail, return receipt requested, to the parties' respective mailing addresses as set forth hereinabove.

K. Notice of Alleged Breach; Statutory Prerequisite. As a condition precedent to filing suit for alleged damages incurred by an alleged breach of an express or implied provision of this License, Licensee or its legal representative, shall give the City Manager, or any other reasonable official of Licensor, notice in writing (consisting of one (1) original and seven (7) copies of notice attached to a copy of this License) of such damages, duly verified, within one hundred eighty (180) days after the same has been sustained. The discovery rule does not apply to the giving of this notice. The notice shall include when, where and how the damages occurred, the apparent extent thereof, the amount of damages sustained, the amount for which Licensee will settle, the physical and mailing addresses of Licensee at the time and date the claim was presented and the physical and mailing addresses of Licensee for the six (6) months immediately preceding the occurrence of such damages, and the names and addresses of the witnesses upon whom Licensee relies to establish its claim; and a failure to so notify the City Manager within the time and manner provided herein shall exonerate, excuse and except Licensor from any liability whatsoever. Licensor is under no obligation to provide notice to Licensee that Licensee's notice is insufficient. Licensor reserves the right to request reasonable additional information regarding the claim. Said additional information shall be supplied within thirty (30) days after receipt of notice.

The statutory prerequisites outlined herein constitute jurisdictional requirements pursuant to Section 271.154 of the Texas Local Government Code and Section 311.034 of the Texas Government Code. Notwithstanding any other provision, Licensee's failure to comply with the requirements herein shall perpetually bar Licensee's claim for damages under Chapter 271 of the Texas Local Government Code, and Section 311.034 of the Texas Government Code, regardless if Licensor has actual or constructive notice or knowledge of said claim or alleged damages. Licensee agrees that the requirements of this entire License are reasonable.

L. Consideration. The terms of this License are supported by good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties named herein.

M. Waiver of Governmental Immunity; Chapter 271, TEX. LOC. GOV'T CODE. The parties agree that this License does not constitute a License or Contract for providing goods and/or services to Licensor as discussed in Subchapter I of Chapter 271 of the Texas Local Government Code, and Licensor does not waive, to the maximum extent allowed by law, any constitutional,

statutory or common law right to sovereign immunity or governmental immunity from liability or suit. Licensor expressly does not consent to be sued or be liable. To the greatest extent allowed by law, nothing in this License constitutes a waiver of Licensor's governmental immunity and the parties expressly agree that this License shall not constitute, nor be interpreted as a waiver of Licensor's governmental immunity under Subchapter I of Chapter 271 of the Texas Local Government Code, nor shall it constitute nor be interpreted as a waiver of Licensor's governmental immunity for the benefit of any third party lacking privity to the License.

This License does not obligate Licensee to use the Property to construct, repair, operate, replace, and maintain Licensor's facilities or structures described herein, it merely prohibits Licensee from using the Property for any other purpose. This License restricts the use of the Property to a specific purpose, but does not require the use of the Property for a specific purpose. This License does not require Licensee to construct, operate, repair, maintain, replace or remove any of Licensee's facilities or structures described herein. Licensee is not providing a service to Licensor but is providing a service to Licensee's customers. Licensee is paying Licensor for a temporary interest in real property not for a service. Any such provision shall be deemed to be a covenant against noncomplying use, not a covenant to use. Licensee's use of the Property in compliance with a restriction shall not constitute a service, and such complying use shall not operate to waive Licensor's governmental immunity.

N. Compliance. Licensee agrees that it shall comply with Texas Government Code Section 2252.908, as amended, to the extent that this statute applies to this License. Licensee agrees that it shall comply with Texas Local Government Code Section 176.006, as amended, to the extent that this statute applies to this License.

O. Texas Historical Commission Survey. Licensee agrees that it shall comply with Chapter 191 of the Texas Natural Resources Code. By executing this License, Licensee represents that it has contacted the Texas Historical Commission (the "Commission") for the purpose of determining whether the Commission will request that an archaeological survey be completed before Licensee commences operations on the Property, as contemplated herein. Licensee agrees that it shall complete or cause to be completed an archaeological survey before commencing any operations on the Property if the Commission so requests and deliver the same to Licensor. Notwithstanding any provision contained herein, in the event that any site, object, artifact, or other feature of archaeological, scientific, educational, cultural, or historical interest is encountered during the operations authorized by this License, Licensee will immediately notify Licensor and the Commission so that adequate measures may be undertaken to protect or recover such discoveries or findings, as deemed appropriate by Licensor or the Commission.

LICENSOR:
CITY OF MIDLAND, TEXAS

By:_____
Robert Patrick, City Manager

ATTEST:

_____
Amy M. Turner, City Secretary

APPROVED ONLY AS TO FORM:

_____
John Ohnemiller, City Attorney

LICENSEE:
PLAINS PIPELINE, L.P.

By:_____
Printed Name: George N. Polydoros, Jr.
Title: Vice President

THE STATE OF _____ §
§
COUNTY OF _____ §

BEFORE ME, the undersigned authority, on this ___ day of _____, 2021 personally appeared George N. Polydoros, Jr. an officer of Plains Pipeline, L.P., known to me to be the person and official whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same as the act and deed of said entity, for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the _____ day of _____, 2021.

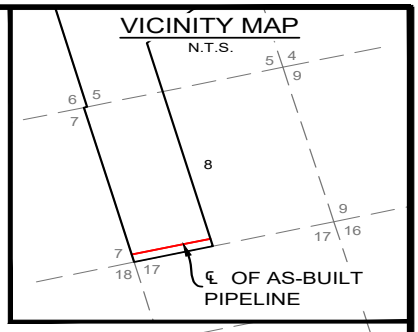
_____
Notary Public, State of _____

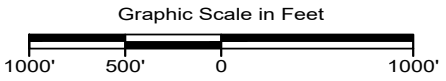
Reference No. 21-329-020

EXHIBIT "A"

MIDLAND COUNTY, TEXAS

W. T. CLARK SURVEY, ABSTRACT 637
SECTION 8, BLOCK 38, TOWNSHIP 1 SOUTH







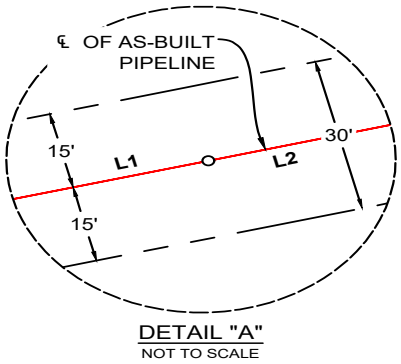
P.O.R.
FND. 1/2" I.R.
N 032°05'48.54"
W 102°03'13.45"

P.O.C.
FND. 1-1/2" I.P.
N 032°05'42.61"
W 102°03'37.00"

LINE TABLE		
NUMBER	BEARING	DISTANCE
L1	N 75°58'39" E	1,387.60'
L2	N 75°54'06" E	721.58'

S 14°19'41" E - 5,017.69'

N 14°17'25" W - 5,074.30'



DETAIL "A"
NOT TO SCALE

TX-MD-001.000
CITY OF MIDLAND
TRACT 3
CALLED 346.472 ACRES
VOLUME 816, PAGE 349
O.P.R.M.C.TX.

℄ OF AS-BUILT PIPELINE
SEE DETAIL "A"

P.O.T.
N 032°05'00.08"
W 102°02'58.01"

P.O.B.
N 032°04'54.70"
W 102°03'21.70"

LEGEND

P.O.C.	POINT OF COMMENCEMENT
P.O.B.	POINT OF BEGINNING
P.O.T.	POINT OF TERMINATION
P.O.R.	POINT OF REFERENCE
O.P.R.M.C.TX.	OFFICIAL PUBLIC RECORDS, MIDLAND COUNTY, TEXAS
I.R.	IRON ROD
I.P.	IRON PIPE
CONC. MON.	CONCRETE MONUMENT
FNC. CNR.	FENCE CORNER
N.T.S.	NOT TO SCALE
●	FOUND MONUMENT - AS DESCRIBED
○	POINT OF INTERSECTION
℄	PROPERTY LINE
	CENTERLINE OF AS-BUILT PIPELINE
℄	SECTION LINE

STATE OF TEXAS
REGISTERED
WILLIAM J. CASH
3808
PROFESSIONAL
LAND SURVEYOR

NOTES:
1. THIS DRAWING IS NOT TO BE CONSTRUED AS A BOUNDARY SURVEY, LOCATION OF BOUNDARY LINES SHOWN IS MADE USING DOCUMENTATION AND FIELD EVIDENCE MADE AVAILABLE TO THE SURVEYOR AT THE TIME THE SURVEY WAS MADE ON THE GROUND.
2. BASIS OF BEARING: NAD83, TEXAS STATE PLANE CENTRAL ZONE, US SURVEY FOOT
3. OWNERSHIP AND DEED REFERENCES DETERMINED BY PLAINS ALL AMERICAN.
4. THIS PLAT WAS PREPARED WITHOUT THE BENEFIT OF A TITLE COMMITMENT - LIMITED TITLE PROVIDED BY PLAINS ALL AMERICAN.

TOTAL LENGTH AS-BUILT CENTERLINE: 2,109.18 FEET = 127.83 RODS
PROPOSED RIGHT-OF-WAY: 63,276 SQ. FT. = 1.45 AC.

William Cash 6/28/2021

WILLIAM J. CASH
REGISTERED PROFESSIONAL LAND SURVEYOR
TEXAS REGISTRATION NO. 3808

REV	DATE	BY	DESCRIPTION	CHK.
0	06/28/21	SMM	ISSUED FOR ACQUISITION	WJC

PROJECT NO: ~~63035~~ PACKET 21.15

encompass Providing Solutions
ENCOMPASS SERVICES, LLC
14800 ST. MARY'S LANE SUITE 230
HOUSTON, TEXAS 77079
TBPLS# - 10194561

PLAINS ALL AMERICAN

PLAINS ALL AMERICAN - LOWE 6"
CITY OF MIDLAND
MIDLAND COUNTY, TEXAS

DRAWN BY: SMM	DATE: 06/28/21	DWG. NO. 63035_TX-MD-001.000	REV. 0
CHECKED BY: WJC	DATE: 06/28/21	SHEET 1 OF 2	
SCALE: 1" = 1000'	APP BY: WJC	~~July 27, 2021~~	

EXHIBIT "B"

MIDLAND COUNTY, TEXAS

W. T. CLARK SURVEY, ABSTRACT 637
SECTION 8, BLOCK 38, TOWNSHIP 1 SOUTH

BEING A CENTERLINE DESCRIPTION OF A PROPOSED THIRTY (30) FOOT WIDE RIGHT-OF-WAY, LOCATED IN THE W. T. CLARK SURVEY, ABSTRACT 637, SECTION 8, BLOCK 38, TOWNSHIP 1 SOUTH, MIDLAND COUNTY, TEXAS, BEING OUT OF AND A PART OF A TRACT OF LAND, CALLED 346.472 ACRES, AS DESCRIBED AS TRACT 3 IN DEED UNTO CITY OF MIDLAND, RECORDED IN VOLUME 816, PAGE 349, OF THE OFFICIAL PUBLIC RECORDS, MIDLAND COUNTY, TEXAS; SAID CENTERLINE BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS (BEARINGS AND DISTANCES CITED HEREIN ARE GRID BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE, NAD 83):

COMMENCING FROM A FOUND 1-1/2 INCH IRON PIPE (N 032°05'42.61", W 102°03'37.00") MARKING A WESTERLY CORNER OF SAID 346.472 ACRE TRACT OF LAND;

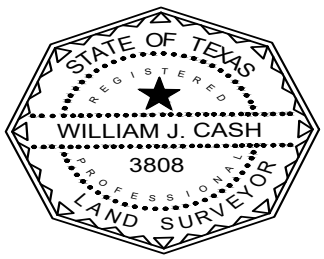
THENCE, SOUTH 14°19'41" EAST, ALONG THE WESTERLY LINE OF SAID 346.472 ACRE TRACT OF LAND, A DISTANCE OF 5,017.69 FEET TO THE **POINT OF BEGINNING** (N 032°04'54.70", W 102°03'21.70") OF THE HEREIN DESCRIBED CENTERLINE;

THENCE, NORTH 75°58'39" EAST, A DISTANCE OF 1,387.60 FEET TO AN ANGLE POINT OF THE HEREIN DESCRIBED PROPOSED CENTERLINE;

THENCE, NORTH 75°54'06" EAST, A DISTANCE OF 721.58 FEET TO THE **POINT OF TERMINATION** (N 032°05'00.08", W 102°02'58.01") OF THE HEREIN DESCRIBED CENTERLINE, FROM WHICH A FOUND 1/2 INCH IRON ROD (N 032°05'48.54", W 102°03'13.45") MARKING A POINT ON THE EASTERLY LINE OF SAID 346.472 ACRE TRACT OF LAND BEARS NORTH 14°17'25" WEST, A DISTANCE OF 5,074.30 FEET;

THE SIDELINES OF SAID EASEMENT ARE LENGTHENED OR SHORTENED TO MEET AT ANGLE POINTS AND TO TERMINATE ON SAID PARCEL BOUNDARY LINES;

THE TOTAL LENGTH OF THE ABOVE DESCRIBED SURVEY LINE IS 2,109.18 FEET (127.83 RODS), WITH THE PROPOSED RIGHT-OF-WAY CONTAINING AN AREA OF 63,276 SQUARE FEET OR 1.45 ACRES OF LAND, MORE OR LESS.



William Cash 6/28/2021

WILLIAM J. CASH
REGISTERED PROFESSIONAL LAND SURVEYOR
TEXAS REGISTRATION NO. 3808

REV	DATE	BY	DESCRIPTION	CHK.
0	06/28/21	SMM	ISSUED FOR ACQUISITION	WJC

PROJECT NO: 63035

PACKET 21-16

ENCOMPASS SERVICES, LLC
14800 ST. MARY'S LANE SUITE 230
HOUSTON, TEXAS 77079
TBPLS# - 10194561

PLAINS ALL AMERICAN

PLAINS ALL AMERICAN - LOWE 6"
CITY OF MIDLAND
MIDLAND COUNTY, TEXAS

DRAWN BY: SMM	DATE: 06/28/21	DWG. NO. 63035_TX-MD-001.000	REV. 0
CHECKED BY: WJC	DATE: 06/28/21	SHEET 2 OF 2	
SCALE: N.T.S	APP BY: WJC		

July 27, 2021

CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
07/30/2020

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
Aon Risk Services Southwest, Inc.
Houston TX Office
5555 San Felipe
Suite 1500
Houston TX 77056 USA

CONTACT NAME:
PHONE (A/C. No. Ext): (866) 283-7122 **FAX (A/C. No.):** (800) 363-0105
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A:	National Union Fire Ins Co of Pittsburgh	19445
INSURER B:	AIU Insurance Company	19399
INSURER C:	New Hampshire Insurance Company	23841
INSURER D:	Lexington Insurance Company	19437
INSURER E:		
INSURER F:		

INSURED
PLAINS ALL AMERICAN PIPELINE, L.P.
PLAINS MARKETING, L.P.
PLAINS PIPELINE, L.P.
333 CLAY STREET, SUITE 1600
HOUSTON TX 77002 USA

COVERAGES **CERTIFICATE NUMBER:** 570083370378 **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.

Limits shown are as requested

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X **COMMERCIAL GENERAL LIABILITY** CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC OTHER:			GL7032422	08/01/2020	08/01/2021	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$3,000,000 $3,000,000 $3,000,000 $3,000,000 $6,000,000 $6,000,000
A A	**AUTOMOBILE LIABILITY** X ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY			CA 7269946 Auto (AOS) CA 7269945 Auto (VA)	08/01/2020 08/01/2020	08/01/2021 08/01/2021	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$5,000,000
D	**UMBRELLA LIAB** OCCUR X **EXCESS LIAB** X CLAIMS-MADE X DED RETENTION			080877893	08/01/2020	08/01/2021	EACH OCCURRENCE AGGREGATE	$10,000,000 $10,000,000
B B	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N N	N / A	WC063850884 Work Comp (AOS) WC063850883 Work Comp (FL)	08/01/2020 08/01/2020	08/01/2021 08/01/2021	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)

Claims Made Retro-active date: June 1, 1992. City of Midland is included as Additional Insured in accordance with the policy provisions of the General Liability, Automobile Liability and excess liability policies. A Waiver of Subrogation is granted in favor of City of Midland in accordance with the policy provisions of the General Liability, Automobile Liability, excess liability and Workers Compensation policies.

CERTIFICATE HOLDER

City of Midland
300 N. Loraine
Midland TX 79702-1152 USA

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

Aon Risk Services Southwest, Inc.

Holder Identifier : 11214559

Certificate No : 570083370378

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AGENCY CUSTOMER ID: 440000000289
LOC #:

ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
Aon Risk Services Southwest, Inc.	PLAINS ALL AMERICAN PIPELINE, L.P.
POLICY NUMBER: See Certificate Number: 570083370378	
CARRIER: See Certificate Number: 570083370378 / NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: ACORD 25 **FORM TITLE:** Certificate of Liability Insurance

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER	
INSURER	
INSURER	
INSURER	

ADDITIONAL POLICIES If a policy below does not include limit information, refer to the corresponding policy on the ACORD certificate form for policy limits.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS	
	WORKERS COMPENSATION							
C		N/A		WC063850881 Work Comp (ND OH WA WI W	08/01/2020	08/01/2021		
B		N/A		WC063850882 Work Comp (CA)	08/01/2020	08/01/2021		

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City Council Meeting

Item Number: 22

Meeting Date: July 27, 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 MCM Operating, LLC, regarding City-owned property described as Section 24, Block 40, Township 1 South, T&P RR Co. Survey, Midland County, Texas (DISTRICT 1) (UTILITIES)

Purpose:

This motion will provide a ten foot wide and 120' long right of way under Holiday Hill Road to place multiple private pipelines in connection with applicants new city well applications that will be on private property. Pipelines will be buried a minimum of 9' below existing city water line.

This Right-of-Way License is proposed for a single five (5) year period with the option for a single five (5) year renewal. Terms are consistent with the City's standard license for pipeline facilities of this nature.

Recommended City Council Action:

Approve

Fiscal Impact:

Application fee (one time): $1,000

Annual Lease Rate,

Annual Lease Rate (3.76 rods x $20/rod): $75.15 / $400.00 minimum per year

Total Collected: $1,400.00

Discussion:

Applicant is currently obtaining City of Midland drilling and completion permits on private property. These pipelines are in direct support of those operations and will bore under Holiday Hill Road, an active city street and will open cut a piece of the future Deer Run Road. All pipelines will be 9’ below the active city water lines.

Certificates of Insurance are on file

City Secretary to record all documents

Morris Williams Jr.

City Manager’s Office

RIGHT OF WAY LICENSE

THE STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF MIDLAND §

Date: July 28, 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: MCM Operating, LLC

Licensee's Representative: **Matt Chitwood**

Licensee's Mailing Address: 223 W. Wall Street, Suite 400
Midland, Texas 79701

Property: See **Exhibit A** attached hereto and incorporated herein for all purposes.

Licensee desires use of property owned by Licensor in Midland County, Texas (the "Property"), for purposes set forth below. Licensee acknowledges and agrees that it must obtain a license (the "License") in order to use the public lands of Licensor.

W I T N E S S E T H:

For and in consideration of the execution of this License and the mutual promises and covenants of the parties hereto, it is mutually promised, understood and agreed as follows:

I. Term

A. Initial Term. This License shall be for a term of five (5) years (the "Initial Term"), commencing with the date of this License (the "Commencement Date") unless terminated earlier as provided hereafter.

B. Renewal Term. This License shall automatically renew at the end of the Initial Term for one (1) additional term of five (5) years, upon the written request of Licensee received by Licensor on or before one hundred twenty (120) days prior to the expiration of the Initial Term then in effect, subject to the express written consent of the governing body of Licensor.

C. Termination. Licensor may terminate this License if Licensee fails to pay, when due, any amount owing under this License and that failure continues for sixty (60) days or, if Licensee

commits any material breach or material default in performance of any obligation, prohibition, restriction, provision or covenant contained in this License, and the breach or default continues for a period of thirty (30) days after Licensor delivers notice to Licensee reasonably detailing the breach or default.

Additionally, Licensor may terminate this License at will for any or no reason upon giving at least three hundred sixty-five (365) days' written notice to Licensee. The parties to this License understand and agree that it is in Licensor's sole discretion to cancel the License during the term of the License without penalty to Licensor. Licensee has no expectation and has received no guarantees that this License will not be terminated before the end of the License term. The parties have bargained for the flexibility of terminating this License upon tender of the requisite notice at any time during the term of the License. All work and services under the License shall be suspended upon termination of the License becoming effective.

Upon termination of this License, Licensee shall remove all equipment and structures associated with the undertakings contemplated by this License. After removal of all equipment and structures associated with the undertakings contemplated by this License, the surface shall be restored at the expense of Licensee to its original condition, as close thereto as may be practical, subject to the approval of Licensor upon inspection by Licensor's Representative, which approval shall not be unreasonably withheld. All of said work shall be completed within one hundred and eighty (180) days after termination of this License.

II. Financial Consideration

A. License Fee. The first year's license fee in the amount of FOUR HUNDRED and No/100 Dollars ($400.00) shall be due and payable on or prior to the Commencement Date of this License ("License Fee"). Licensee's failure to make the License Fee payment within thirty (30) days after the License Fee is due shall constitute a late payment and Licensee shall pay Licensor a late charge of five percent (5%).

B. Surface Damage Fee. Intentionally omitted.

C. Annual Fee. Licensee shall pay to Licensor an annual fee in the amount of FOUR HUNDRED and No/100 Dollars ($400.00), which shall be payable each year on or before the anniversary of the Commencement Date of this License.

D. Application Fee. At the same time the first year License Fee is due, Licensee shall pay a non-refundable one-time fee of ONE THOUSAND and No/100 Dollars ($1,000.00) to Licensor's Representative. Said fee shall revert to Licensor and Licensee shall have no claim to said fee. The fee shall be used to process the application for the License.

E. Fee Adjustment. Prior to commencement of any renewal term, Licensor and Licensee shall negotiate in good faith to agree to an adjustment of the 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 ten (10) feet in width of the pipeline location as shown on **Exhibit A** attached hereto and incorporated herein for the purpose of operating, repairing, maintaining, replacing and removing, thereon, along the herein described pipeline locations, a Thermoflex 750 pipeline, not to exceed eight (8) inches in diameter, for the transportation of water, a SDR 9 vent line, not to exceed four (4) inches, a ANSI 300 (Steel) pipeline, not to exceed eight (8) inches in diameter, for the transportation of oil, a ANSI 300 (Steel) pipeline, not to exceed eight (8) inches in diameter, for the transportation of gas, a ANSI 300 (Steel) gas lift line, not to exceed four (4) inches in diameter, and a SDR 11 pipeline, not to exceed sixteen (16) inches in diameter, for the transportation of frac water, to have the right of ingress and egress at convenient points for such purpose. **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 nine (9) feet below the active City of Midland water utility lines in depth. All backfill used in burying such line shall be compacted to a density of ninety percent (90%), except where such pipeline(s) crosses under a paved or traveled portion of City of Midland right of way where such backfill shall be compacted to a density of ninety-five percent (95%). Licensor shall be afforded the opportunity to test the density on all backfill. Notwithstanding any provision to the contrary contained herein, Licensee covenants and agrees that, at any point that Licensee's pipeline(s) intersects with a City of Midland utility line location, the pipeline(s) shall be bored at a depth of a least (i) nine (9) feet under all City of Midland water utility lines and (ii) two (2) feet under all City of Midland sewer utility lines. Licensee agrees that it shall comply with 30 Tex. Admin. Code § 290.44(e), as amended, to the extent applicable to this License.

E. Approval of Bids. Before Licensee seeks bids on any phase of the repair of public streets, alleys, water lines, sewer lines or any other public utilities, the specifications shall be approved by

Licensor's Representative.

F. Reservation of Rights. Licensor expressly reserves the right to install, repair, or reconstruct streets or roads and all ancillary public uses usual and customary in connection with streets and roads, expressly including but not limited to drainage facilities and related structures in the rights of way used and occupied by Licensee.

Licensor reserves the right to lay and permit to be laid, sewer, gas, water, and other pipelines or cables and conduits, and to do and permit to be done, any underground or overhead installation or improvement that may be deemed necessary or proper by the governing body of Licensor, in, on, across, along, over, under, and through any property occupied by Licensee. In permitting such work to be done, Licensor shall not be liable to Licensee for any damage so caused to Licensee's system or property, **NOR SHALL LICENSOR BE LIABLE TO LICENSEE FOR ANY DAMAGES TO LICENSEE'S PIPELINE(S), CASING, OR COMPRESSOR STATION, ARISING OUT OF THE NEGLIGENCE BY LICENSOR, ITS EMPLOYEES, OFFICERS OR AGENTS, OR LICENSOR'S CONTRACTORS OR SUBCONTRACTORS**. If Licensor requires Licensee to remove, alter, change, adapt, or conform Licensee's facilities because of changes in the grade or construction of a street or in the location or manner of constructing a water pipe, sewer pipe, or other surface, underground or aboveground structure owned by Licensor, Licensee shall make the alterations or changes as soon as practicable, and in no event longer than one hundred eighty (180) days, when ordered in writing by Licensor, without claim for reimbursement for the cost of the relocation or for damages against Licensor. If these requirements impose a financial hardship upon Licensee, Licensee shall have the right to present alternative proposals for Licensor's consideration.

G. Non-exclusive. Licensor expressly reserves the full right to grant other easements or rights of way crossing or running parallel with the rights of way used by Licensee.

H. Abandonment. It is especially provided, however, that as an express condition of this License, and not as a mere covenant, in the event Licensee abandons any equipment or appurtenances to the undertakings contemplated by this License, or the Property ceases to be used for the purposes enumerated herein for any period of twelve (12) consecutive months, or longer, other than the time elapsing between the date hereof and construction, and upon giving Licensee one hundred and twenty (120) days' written notice, then and in that event, this License shall automatically revert to Licensor, its successors or assigns, free and clear of any right, title, or interest in Licensee, or any re-entry by Licensor.

I. Approval of Specifications. In the event Licensee desires to reconstruct, repair, maintain, replace or remove any pipeline or casing system built hereunder, Licensee shall submit the plans and specifications that pertain to the rebuilding or repairs of Licensor's streets and roads and the rebuilding or repairs of any of Licensor's public utilities to Licensor's Representative for his or her approval. In the event of emergency repairs necessary to restore service, Licensee shall notify Licensor's Representative before making any repairs if during a Licensor work day. If not on a work day, Licensee shall notify Licensor's Representative on the first work day after repairs have begun.

J. Gates and Fences. Licensee agrees to use existing gates and roadways where available, to enter, leave and cross the Property; provided that Licensee shall not use any road marked "Closed."

Licensee and all persons entering or leaving the Property in connection with Licensee's operations hereunder shall keep all outside and interior gates securely closed except during operations related to this License. Licensee shall keep all outside gates, and all other gates designated by Licensor, securely locked except during operations related to this License. At any gate that is to be locked, Licensor may install its own lock in addition to Licensee's lock.

Licensee agrees that Licensee shall not cut or go over any fence at any time or in connection with any operations on the Property without first obtaining Licensor's express consent thereto in writing. All gates or openings in fences shall be at mutually agreeable location(s) between Licensee and Licensor and shall be constructed as reasonably required by Licensor. Upon the termination of this License, at Licensor's election, gates in fences shall be left in place and shall thereafter be owned by Licensor or Licensee shall remove such gates and restore the fence to its original condition as nearly as reasonably practicable. The terms, provisions and requirements of this provision shall survive the termination or expiration of this License.

K. Trash. Licensee shall keep the Property free of trash and debris at all times. Under no circumstances, will Licensee be allowed to bury any trash, debris or foreign material of any kind on or under the Property. Licensor shall have the right to expel and permanently ban from the Property any person observed disposing of trash on the Property. Upon the completion of any operations, all ribbons, flags, stakes and similar items shall by promptly removed from the Property.

L. Hunting, Fishing and Alcohol Prohibited. No agent, employee, representative, contractor or subcontractor of Licensee or any other person allowed to enter the Property by Licensee shall be permitted to hunt, fish, trap, camp, picnic, ride motorcycles or four-wheelers or otherwise conduct any social gathering on the Property, nor shall any such persons be permitted to bring firearms, archery equipment, dogs, alcoholic beverages or illegal drugs on the Property at any time. Violations of this provision shall cause the violator to be regarded as a trespasser and subject to prosecution under trespass laws of the State of Texas. Licensor shall have the right to expel and permanently ban from the Property any person observed on the Property in violation of this provision.

M. Storage of Machinery and Equipment. Licensee shall use no part of the Property to store machinery, equipment, or other property of Licensee while it is not being used.

N. Additional Reservations. Licensor reserves the right to use the surface, subsurface or airspace above the land covered by this License for any purpose allowed by law and deemed necessary by Licensor and to do and permit to be done, any work in connection therewith which may be deemed necessary or proper by Licensor in, on, across, along, over, under, and through said right of way occupied by Licensee. In the event of such work in connection with said purposes it shall be deemed necessary by Licensor, at Licensor's sole discretion, to alter, change, adapt, conform or relocate any pipeline, property, or casing of Licensee, such alteration or change or relocation shall be commenced and completed by Licensee within one hundred eighty (180) days after being ordered in writing by Licensor pursuant to directions from Licensor's City Council without any claim for reimbursement for the cost of the relocation or damages against Licensor. The relocation or alteration shall be at the sole cost of Licensee. Provided, however, that Licensee shall at all times be entitled to receive from appropriate governmental bodies, excluding Licensor, payment for alteration or relocation of its system to which it may be lawfully entitled to under applicable

federal or state laws with respect to relocation payments.

IV. Standard General Conditions

A. Insurance. Licensee shall at all times during the term of this License maintain and keep in full force and effect insurance in the following types and minimum amounts with companies authorized to do business in the State of Texas:

Commercial General Liability (including Contractual liability):	
■ Personal Injury:	$1,000,000.00 per person $1,000,000.00 per occurrence
■ Property Damage:	$100,000.00 per occurrence
Business Automobile Liability:	$1,000,000.00 combined single limit-- Personal Injury and Property Damage
Workers' Compensation:	Statutory limits
Employers' Liability:	$1,000,000.00 per accident or occurrence
Umbrella Liability:	$10,000,000.00 each occurrence $10,000,000.00 aggregate

The Commercial General Liability shall be on an occurrence basis. This insurance shall name Licensor as an additional insured and all insurance shall waive subrogation in favor of Licensor.

The Workers' Compensation coverage provided by Licensee shall inure to the benefit of employees injured during the course and scope of their employment by Licensee pursuant to this License. The Workers' Compensation insurance shall waive all rights of subrogation against Licensor.

The Business Automobile Liability insurance provided by Licensee shall cover any auto for bodily injury and property damage, including owned vehicles, hired and non-owner vehicles, and employee non-ownership, and the amount of such policy shall be a minimum of $1,000,000.00 covering any vehicle used for the execution of the work that is the subject of this License. This insurance shall name Licensor as an additional insured and all insurance shall waive subrogation in favor of Licensor.

The parties agree that, prior to the execution of the License, Licensee shall provide one or more certificates of insurance showing that the requirements of this article have been met. This decision shall be in Licensor's sole discretion.

Licensor shall be provided the notice by Licensee's insurance provider not later than thirty (30) days prior to any reduction or termination of such coverage. Licensor shall not be required to provide any insurance whatsoever pursuant to this License.

Licensee shall contractually require all contractors, subcontractors, and sub-subcontractors that work on any portion of the work that is the subject of this License to obtain insurance coverage

that meets or exceeds the policy requirements and minimum amounts as required by Licensee, and name the City of Midland as an additional insured. Licensee certifies that the one or more certificates of insurance provided as required herein complies with the requirements of Chapter 1811 of the Texas Insurance Code. Licensee shall not use an unapproved certificate of insurance or insert inappropriate language on a certificate. Compliance with state law is the sole responsibility of Licensee.

B. Indemnity. LICENSEE SHALL INDEMNIFY AND HOLD HARMLESS AND DEFEND LICENSOR, AND ALL OF LICENSOR'S OFFICERS, AGENTS AND EMPLOYEES FROM ALL SUITS, ACTIONS, CLAIMS, DAMAGES, PERSONAL INJURIES, ACCIDENTAL DEATH, PROPERTY DAMAGE, LOSSES AND EXPENSE OF ANY CHARACTER WHATSOEVER, INCLUDING ATTORNEY'S FEES, BROUGHT FOR OR ON ACCOUNT OF ANY INJURIES OR DAMAGES RECEIVED OR SUSTAINED BY ANY PERSON OR PERSONS OR PROPERTY ON ACCOUNT OF ANY NEGLIGENT ACT OF LICENSEE, LICENSEE'S OFFICERS, AGENTS OR EMPLOYEES, WHETHER SUCH NEGLIGENT ACT WAS THE SOLE PROXIMATE CAUSE OF THE INJURY OR DAMAGE OR A PROXIMATE CAUSE JOINTLY AND CONCURRENTLY WITH LICENSEE OR LICENSEE'S EMPLOYEES', AGENTS' OR SUBCONTRACTORS' NEGLIGENCE, IN THE EXECUTION, SUPERVISION AND OPERATIONS GROWING OUT OF OR IN ANY WAY CONNECTED WITH THE PERFORMANCE OF THIS LICENSE INCLUDING SUCH NEGLIGENT ACTS ARISING FROM OR IN ANY WAY CONNECTED WITH THE PLACEMENT, CONSTRUCTION, OPERATION, REPAIR, MAINTENANCE, REPLACEMENT OR REMOVAL OF ANY PART OF LICENSEE'S PIPELINE(S),CASING SYSTEM, OR COMPRESSOR STATION IN LICENSOR'S RIGHT OF WAY. LICENSEE WILL BE REQUIRED TO PAY ANY JUDGMENT WITH COSTS WHICH MAY BE OBTAINED AGAINST LICENSOR OR ANY OF ITS OFFICERS, AGENTS OR EMPLOYEES, INCLUDING ATTORNEY'S FEES.

LICENSEE AGREES THAT LICENSEE SHALL INDEMNIFY AND SAVE LICENSOR HARMLESS FROM ALL CLAIMS GROWING OUT OF ANY DEMANDS OF SUBCONTRACTORS, LABORERS, WORKMEN, MECHANICS, MATERIALMEN, AND FURNISHERS OF MACHINERY AND PARTS THEREOF, EQUIPMENT, POWER TOOLS, ALL SUPPLIES, CONSTRUCTION, OPERATION, REPAIR, MAINTENANCE, REPLACEMENT OR REMOVAL OF THE PIPELINE(S), CASING SYSTEM, OR COMPRESSOR STATION DESCRIBED HEREIN.

LICENSEE SHALL INDEMNIFY AND HOLD HARMLESS AND DEFEND LICENSOR, AND ALL OF LICENSOR'S OFFICERS, AGENTS OR EMPLOYEES FROM ALL SUITS, ACTIONS, CLAIMS, DAMAGES, PERSONAL INJURIES, ACCIDENTAL DEATH, PROPERTY DAMAGE, LOSSES AND EXPENSE OF ANY CHARACTER WHATSOEVER, INCLUDING ATTORNEY'S FEES, BROUGHT FOR OR ON ACCOUNT OF ANY INJURIES OR DAMAGES RECEIVED OR SUSTAINED BY ANY PERSON OR PERSONS OR PROPERTY ON ACCOUNT OF ANY NEGLIGENT ACT OF LICENSOR, LICENSOR'S OFFICERS, AGENTS OR EMPLOYEES, WHETHER SUCH NEGLIGENT ACT WAS THE SOLE PROXIMATE CAUSE OF THE INJURY OR DAMAGE OR A PROXIMATE CAUSE JOINTLY AND CONCURRENTLY WITH LICENSEE OR LICENSEE'S EMPLOYEES', AGENTS' OR SUBCONTRACTORS' NEGLIGENCE, IN THE EXECUTION, SUPERVISION AND OPERATIONS GROWING

OUT OF OR IN ANY WAY CONNECTED WITH THE PERFORMANCE OF THIS LICENSE INCLUDING SUCH NEGLIGENT ACTS ARISING FROM OR IN ANY WAY CONNECTED WITH THE PLACEMENT, CONSTRUCTION, OPERATION, REPAIR, MAINTENANCE, REPLACEMENT OR REMOVAL OF ANY PART OF LICENSEE'S PIPELINE(S),CASING SYSTEM, OR COMPRESSOR STATION IN LICENSOR'S RIGHT OF WAY. LICENSEE WILL BE REQUIRED TO PAY ANY JUDGMENT WITH COSTS WHICH MAY BE OBTAINED AGAINST LICENSOR OR ANY OF ITS OFFICERS, AGENTS OR EMPLOYEES, INCLUDING ATTORNEY'S FEES.

LICENSEE SHALL INDEMNIFY AND HOLD HARMLESS AND DEFEND LICENSOR, AND ALL OF LICENSOR'S OFFICERS, AGENTS AND EMPLOYEES FROM ALL CLAIMS, LOSSES, DAMAGES, LIABILITIES, LIENS, FINES, PENALTIES, CAUSES OF ACTION, SUITS, CHARGES, JUDGMENTS, ADMINISTRATIVE ORDERS, REMEDIATION REQUIREMENTS, ENFORCEMENT ACTIONS OF ANY KIND, AND ALL COSTS AND EXPENSES OF ANY CHARACTER WHATSOEVER, INCLUDING ATTORNEY'S FEES, BROUGHT FOR OR ON ACCOUNT OF FAILURE OF LICENSEE, ANY CONTRACTOR, SUBCONTRACTOR, ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY THEM, OR ANYONE THAT THEY CONTROL OR EXERCISE CONTROL OVER TO COMPLY WITH ALL APPLICABLE LOCAL, FEDERAL AND/OR STATE ENVIRONMENTAL LAWS, INCLUDING BUT NOT LIMITED TO THE RESOURCE CONSERVATION AND RECOVERY ACT (RCRA) AND THE COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION, AND LIABILITY ACT (CERCLA) (AS THEY MAY BE REAUTHORIZED AND/OR AMENDED) AND ALL OTHER LOCAL, FEDERAL AND STATE LAWS, IN CONNECTION WITH OR RELATED TO ANY OF LICENSEE'S OPERATIONS OR ACTIVITIES ON THE PROPERTY, OR ANY OF LICENSEE'S HANDLING, STORING, RELEASING, TRANSPORTING OR DISPOSING OF ALL SUBSTANCES, INCLUDING, BUT NOT LIMITED TO HAZARDOUS SUBSTANCES AND HAZARDOUS WASTES, ON OR FROM THE PROPERTY OR ANY OTHER LANDS OF LICENSOR.

C. Assignment. The rights granted by this License inure to the benefit of Licensee. The rights and privileges shall not be assignable by Licensee without the express written consent of Licensor's City Manager. Any required consent is to be evidenced by a letter written by Licensor's City Manager that fully recites the terms and conditions, if any, upon which consent is given. The granting of consent is in the sole discretion of Licensor's City Manager.

D. Independent Contractor. It is expressly understood and agreed that Licensee shall perform all work and services described herein as an independent contractor and not as an officer, agent, servant or employee of Licensor; that Licensee shall have exclusive control of and the exclusive right to control the details of the services and work performed hereunder, and all persons performing the same; and shall be solely responsible for the acts and omissions of its officers, agents, employees, contractors and subcontractors; that the doctrine of respondeat superior shall not apply as between Licensor and Licensee, its officers, agents, employees, contractors and subcontractors; and that nothing herein shall be construed as creating a partnership or joint enterprise between Licensor and Licensee. No person performing any of the work and services described hereunder shall be considered an officer, agent, servant or employee of Licensor. Further, it is specifically understood and agreed that nothing in this License is intended or shall be construed as creating a "Community of Pecuniary Interest" or "An Equal Right of Control" which

would give rise to vicarious liability. Licensee shall be an independent contractor under this License and shall assume all of the rights, obligations and liabilities applicable to it as such independent contractor hereunder. Licensor does not have the power to direct the order in which the work is done. Licensor shall not have the right to control the means, methods or details of Licensee's work. Licensee shall assume exclusive responsibility for the work. Licensee is entirely free to do the work in its own way.

E. Waiver of Attorney Fees. BY EXECUTING THIS LICENSE, LICENSEE AGREES TO WAIVE, AND DOES HEREBY KNOWINGLY, CONCLUSIVELY, VOLUNTARILY AND INTENTIONALLY WAIVE, ANY CLAIM IT HAS OR MAY HAVE IN THE FUTURE AGAINST LICENSOR REGARDING THE AWARD OF ATTORNEY'S FEES, WHICH ARE IN ANY WAY RELATED TO THE LICENSE, THE CONSTRUCTION, OR INTERPRETATION, VALIDITY OR BREACH OF THE LICENSE. LICENSEE SPECIFICALLY AGREES THAT IF LICENSEE BRINGS OR COMMENCES ANY LEGAL ACTION OR PROCEEDING RELATED TO THIS LICENSE, THE CONSTRUCTION, INTERPRETATION, VALIDITY OR BREACH OF THIS LICENSE, INCLUDING BUT NOT LIMITED TO ANY ACTION PURSUANT TO THE PROVISIONS OF THE TEXAS UNIFORM DECLARATORY JUDGMENTS ACT (TEXAS CIVIL PRACTICE AND REMEDIES CODE SECTION 37.001, ET SEQ., AS AMENDED), OR CHAPTER 271 OF THE TEXAS LOCAL GOVERNMENT CODE, LICENSEE AGREES TO ABANDON, WAIVE AND RELINQUISH ANY AND ALL RIGHTS TO THE RECOVERY OF ATTORNEY'S FEES TO WHICH LICENSEE MIGHT OTHERWISE BE ENTITLED.

LICENSEE AGREES THAT THIS IS THE VOLUNTARY AND INTENTIONAL RELINQUISHMENT AND ABANDONMENT OF A PRESENTLY EXISTING, KNOWN RIGHT. LICENSEE ACKNOWLEDGES THAT IT UNDERSTANDS ALL TERMS AND CONDITIONS OF THIS LICENSE. LICENSEE FURTHER ACKNOWLEDGES AND AGREES THAT THERE WAS AND IS NO DISPARITY OF BARGAINING POWER BETWEEN LICENSOR AND LICENSEE. THIS SECTION SHALL NOT BE CONSTRUED OR INTERPRETED AS A WAIVER OF GOVERNMENTAL IMMUNITY.

LICENSEE AND LICENSOR ARE RELYING ON THEIR OWN JUDGMENT. EACH PARTY HAD THE OPPORTUNITY TO DISCUSS THIS LICENSE WITH LEGAL COUNSEL PRIOR TO ITS EXECUTION.

F. Governing Law & Venue. All performance and payment made pursuant to this License shall be deemed to have occurred in Midland County, Texas. Exclusive venue for any claims, suits or any other action arising from or connected in any way to this License or the performance of this License shall be in Midland County, Texas. The obligations and undertakings of each of the parties to this License shall be deemed to have been performed in Midland County, Texas. This License shall be construed, interpreted and enforced under the laws of the State of Texas. The laws of the State of Texas shall govern, construe and enforce all the rights and duties of the parties, including but not limited to tort claims and any and all other claims or disputes, arising from or relating in any way to the subject matter of this License, without regard to conflict of laws and rules that would direct application of the laws of another jurisdiction.

G. Release. NOTWITHSTANDING ANY OTHER PROVISIONS, LICENSEE HEREBY

RELEASES, ACQUITS, RELINQUISHES AND FOREVER DISCHARGES LICENSOR, LICENSOR'S EMPLOYEES AND OFFICERS FROM ANY AND ALL DEMANDS, CLAIMS, DAMAGES OR CAUSES OF ACTION OF ANY KIND WHATSOEVER WHICH LICENSEE HAS OR MIGHT HAVE IN THE FUTURE, INCLUDING BUT NOT LIMITED TO BREACH OF CONTRACT, QUANTUM MERUIT, CLAIMS UNDER THE DUE PROCESS AND TAKINGS CLAUSES OF THE TEXAS AND UNITED STATES CONSTITUTIONS, TORT CLAIMS, OR LICENSOR'S NEGLIGENCE.

H. Governmental Immunity. By executing this License, Licensor is not waiving its right of governmental immunity. Licensor is retaining its immunity from suit. Licensor is not granting consent to be sued by legislative resolution or action. **THERE IS NO WAIVER OF GOVERNMENTAL IMMUNITY**.

I. Third Party Beneficiary. Licensor's approval of this License does not create a third party beneficiary. There is no third party beneficiary to this License. No person or entity who is not a party to this License shall have any third party beneficiary or other rights hereunder.

J. Notices. Any notice or communication required in the administration of this License shall be sent by certified mail, return receipt requested, to the parties' respective mailing addresses as set forth hereinabove.

K. Notice of Alleged Breach; Statutory Prerequisite. As a condition precedent to filing suit for alleged damages incurred by an alleged breach of an express or implied provision of this License, Licensee or its legal representative, shall give the City Manager, or any other reasonable official of Licensor, notice in writing (consisting of one (1) original and seven (7) copies of notice attached to a copy of this License) of such damages, duly verified, within one hundred eighty (180) days after the same has been sustained. The discovery rule does not apply to the giving of this notice. The notice shall include when, where and how the damages occurred, the apparent extent thereof, the amount of damages sustained, the amount for which Licensee will settle, the physical and mailing addresses of Licensee at the time and date the claim was presented and the physical and mailing addresses of Licensee for the six (6) months immediately preceding the occurrence of such damages, and the names and addresses of the witnesses upon whom Licensee relies to establish its claim; and a failure to so notify the City Manager within the time and manner provided herein shall exonerate, excuse and except Licensor from any liability whatsoever. Licensor is under no obligation to provide notice to Licensee that Licensee's notice is insufficient. Licensor reserves the right to request reasonable additional information regarding the claim. Said additional information shall be supplied within thirty (30) days after receipt of notice.

The statutory prerequisites outlined herein constitute jurisdictional requirements pursuant to Section 271.154 of the Texas Local Government Code and Section 311.034 of the Texas Government Code. Notwithstanding any other provision, Licensee's failure to comply with the requirements herein shall perpetually bar Licensee's claim for damages under Chapter 271 of the Texas Local Government Code, and Section 311.034 of the Texas Government Code, regardless if Licensor has actual or constructive notice or knowledge of said claim or alleged damages. Licensee agrees that the requirements of this entire License are reasonable.

L. Consideration. The terms of this License are supported by good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties named herein.

M. Waiver of Governmental Immunity; Chapter 271, TEX. LOC. GOV'T CODE. The parties agree that this License does not constitute a License or Contract for providing goods and/or services to Licensor as discussed in Subchapter I of Chapter 271 of the Texas Local Government Code, and Licensor does not waive, to the maximum extent allowed by law, any constitutional, statutory or common law right to sovereign immunity or governmental immunity from liability or suit. Licensor expressly does not consent to be sued or be liable. To the greatest extent allowed by law, nothing in this License constitutes a waiver of Licensor's governmental immunity and the parties expressly agree that this License shall not constitute, nor be interpreted as a waiver of Licensor's governmental immunity under Subchapter I of Chapter 271 of the Texas Local Government Code, nor shall it constitute nor be interpreted as a waiver of Licensor's governmental immunity for the benefit of any third party lacking privity to the License.

This License does not obligate Licensee to use the Property to construct, repair, operate, replace, and maintain Licensor's facilities or structures described herein, it merely prohibits Licensee from using the Property for any other purpose. This License restricts the use of the Property to a specific purpose, but does not require the use of the Property for a specific purpose. This License does not require Licensee to construct, operate, repair, maintain, replace or remove any of Licensee's facilities or structures described herein. Licensee is not providing a service to Licensor but is providing a service to Licensee's customers. Licensee is paying Licensor for a temporary interest in real property not for a service. Any such provision shall be deemed to be a covenant against noncomplying use, not a covenant to use. Licensee's use of the Property in compliance with a restriction shall not constitute a service, and such complying use shall not operate to waive Licensor's governmental immunity.

N. Compliance. Licensee agrees that it shall comply with Texas Government Code Section 2252.908, as amended, to the extent that this statute applies to this License. Licensee agrees that it shall comply with Texas Local Government Code Section 176.006, as amended, to the extent that this statute applies to this License.

O. Texas Historical Commission Survey. Licensee agrees that it shall comply with Chapter 191 of the Texas Natural Resources Code. By executing this License, Licensee represents that it has contacted the Texas Historical Commission (the "Commission") for the purpose of determining whether the Commission will request that an archaeological survey be completed before Licensee commences operations on the Property, as contemplated herein. Licensee agrees that it shall complete or cause to be completed an archaeological survey before commencing any operations on the Property if the Commission so requests and deliver the same to Licensor. Notwithstanding any provision contained herein, in the event that any site, object, artifact, or other feature of archaeological, scientific, educational, cultural, or historical interest is encountered during the operations authorized by this License, Licensee will immediately notify Licensor and the Commission so that adequate measures may be undertaken to protect or recover such discoveries or findings, as deemed appropriate by Licensor or the Commission.

LICENSOR:
CITY OF MIDLAND, TEXAS

By:_____
Robert Patrick, City Manager

ATTEST:

_____
Amy M. Turner, City Secretary

APPROVED ONLY AS TO FORM:

_____
John Ohnemiller, City Attorney

LICENSEE:
MCM OPERATING, LLC

By:_____
Printed Name: Matt Chitwood
Title: Vice President of Land

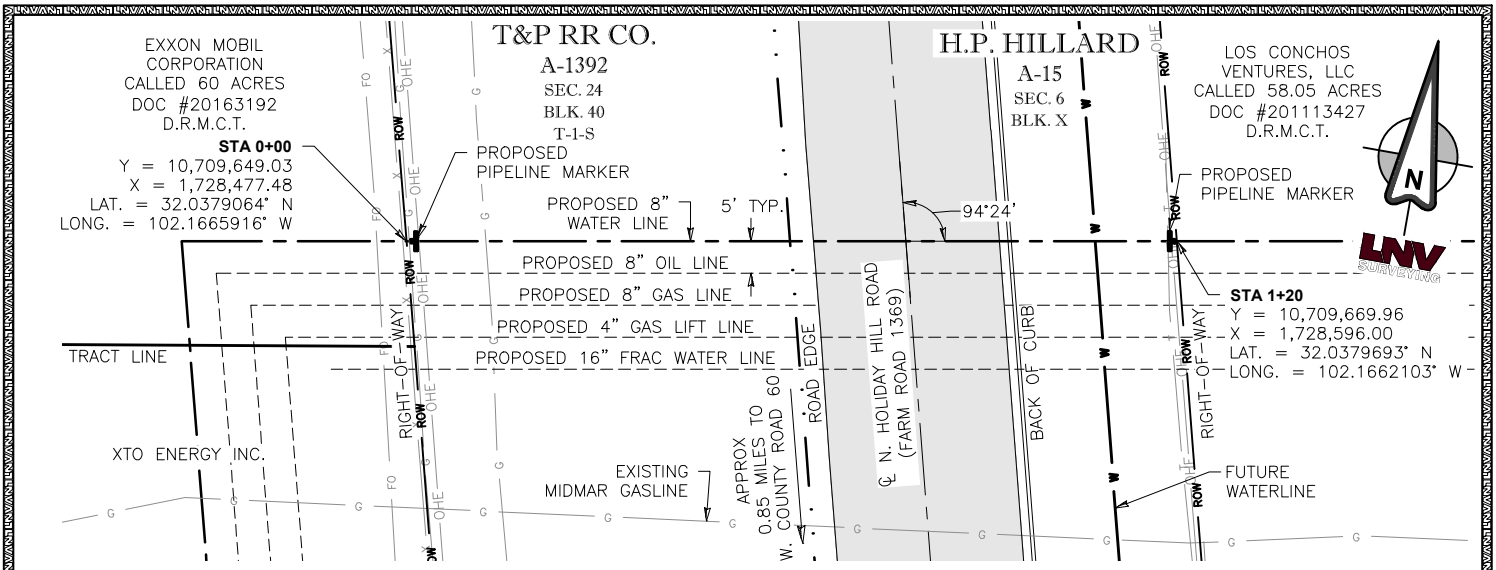
THE STATE OF _____ §
§
COUNTY OF _____ §

BEFORE ME, the undersigned authority, on this ___ day of _____, 2021 personally appeared Matt Chitwood. an officer of MCM Operating, LLC, known to me to be the person and official whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same as the act and deed of said entity, for the purposes and consideration therein expressed, and in the capacity therein stated.

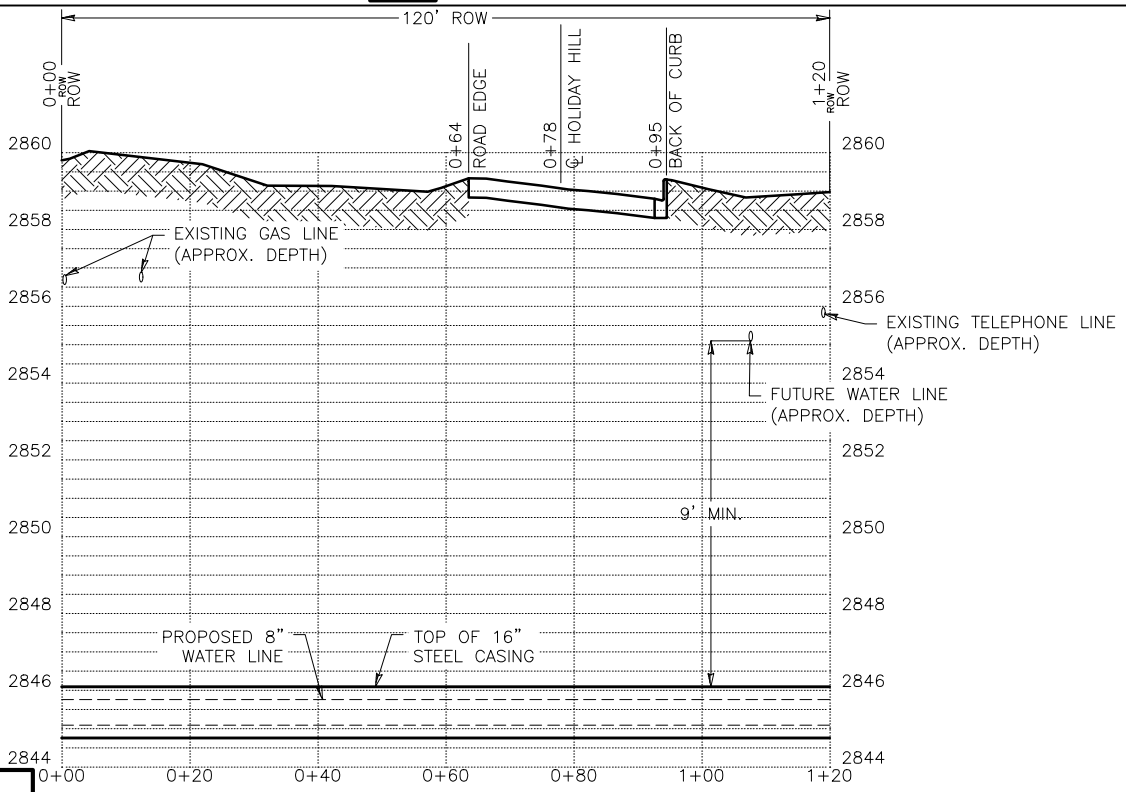
GIVEN UNDER MY HAND AND SEAL OF OFFICE this the _____ day of _____, 2021.

_____
Notary Public, State of _____

Reference No. 21-329-028



PLAN



NOTES:
1. COORDINATES SHOWN ARE BASED ON NAD83 TEXAS STATE PLANE COORDINATE SYSTEM, TEXAS CENTRAL ZONE.
2. CARRIER PIPE INFORMATION PROVIDED BY MCM ENERGY PARTNERS LLC

PROFILE

PROPOSED PIPELINE DETAILS

STEEL CARRIER PIPE	NOMINAL LINE SIZE	PURPOSE	PRESSURE RATING	LINE MATERIAL
16" OD X 0.250" WT	8" OD x 1.315" WT	WATER LINE	750 PSI	THERMOFLEX 750
	4" OD x 0.500" WT	VENT LINE	250 PSI	SDR 9
NONE	8" OD x 0.322" WT	OIL LINE	750 PSI	ANSI 300 (STEEL)
NONE	8" OD x 0.322" WT	GAS LINE	750 PSI	ANSI 300 (STEEL)
NONE	4" OD x 0.237" WT	GAS LIFT LINE	1500 PSI	ANSI 600 (STEEL)
20" OD X 0.250" WT	16" OD x 1.455" WT	TEMPORARY FRAC WATER TRANSFER	200 PSI	SDR 11

I HEREBY STATE THAT THIS PLAT SHOWS THE SUBJECT LOCATION AS SURVEYED ON THE GROUND. THIS SHOULD NOT BE CONSIDERED A BOUNDARY SURVEY.

STATE OF TEXAS
REGISTERED
SALVADOR A. SALAS
6612
PROFESSIONAL
SURVEYOR

SIGNED: 07-14-2021

LEGEND
- PROPOSED 8" WATER LINE
- X — EXISTING FENCE LINE
- W — EXISTING WATER LINE
- G — EXISTING GAS LINE
- OHE — EXISTING OVERHEAD ELECTRIC LINE
- FO — EXISTING FIBER OPTIC LINE
- T — EXISTING TELEPHONE LINE
- ROW — EXISTING RIGHT-OF-WAY LINE
- SURVEY LINE

0 15' 30'
HORIZONTAL SCALE: 1"=30'

0 2.5' 5'
VERTICAL SCALE: 1"=5'

PLOT DATE: 07-14-21 10:16 AM

LNV engineers | architects | surveyors
801 NAVIGATION, SUITE 300
CORPUS CHRISTI, TX 78408
TBPE FIRM NO. F-366
TBPLS FIRM NO. 10126500
PH (361) 883-1984
FAX (361) 883-1986
WWW.LNVINC.COM

PACKET 42 of 45

A PROPOSED PIPELINE ROAD CROSSING BORE FOR:
MCM ENERGY PARTNERS LLC
N. HOLIDAY HILL ROAD (FARM ROAD 1369) CROSSING
SITUATED IN THE T&P RR CO SURVEY, SEC. 24, A-1392, BLOCK 40, TOWNSHIP 1 SOUTH & THE H.P. HILLARD SURVEY, SEC. 6, A-15, BLOCK X
APPROXIMATELY 5.9 MILES NORTHWEST OF MIDLAND IN MIDLAND COUNTY, TEXAS

July 27, 2021

Survey Date: 3/9/21
Surveyed By: RM/WR
Drawn by: AH
Checked by: SS/AA
Job #: 180375.008

U:\MCM Energy Partners LLC\180375 MSA\008 MB Flowlines Midland County\90-Survey\Drawings\180375.008_Farm Rd 1369 Xing Plat_Water Rev4.dwg

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 10/20/2020

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	CONTACT NAME: Thana Overly	
Capstone Strategies LLC 1002 W. Wall Street Midland TX 79701	PHONE (A/C, No, Ext): (432) 620-8883	FAX (A/C, No): (888) 765-1312
	E-MAIL ADDRESS: toverly@capstonelp.com	

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
MCM Operating LLC 223 W. Wall Street, Suite 400 Midland TX 79701	INSURER A : Berkley National Insurance Co	
	INSURER B : Riverport Insurance Company	
	INSURER C : Texas Mutual Insurance Company	22945
	INSURER D : Underwriters at Lloyds London	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** 20-21 Master Cert **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:			EGL003425611	06/17/2020	06/17/2021	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
B	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY			ECA3154116-11	06/17/2020	06/17/2021	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$ 1,000,000 $ $ $ $
A	☒ UMBRELLA LIAB ☒ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION $ 10,000			EUL003425711	06/17/2020	06/17/2021	EACH OCCURRENCE AGGREGATE $	$ 10,000,000 $ 10,000,000 $
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		0002033402	06/17/2020	06/17/2021	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
D	Control of Well			UE2029	06/17/2020	06/17/2021	Combined Single Limit Retention	$10,000,000 $150,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Blanket waiver of subrogation on General Liability, Auto Liability and Work Comp policies as required by written contract with respect to work performed by the named insured(s). Blanket additional insured on General Liability and Auto Liability policies as required by written contract with respect to work performed by the named insured(s). We will endeavor to mail 30 day notice of cancellation except for nonpayment of premium. Sudden & accidental pollution included in GL. Umbrella is follow form of GL, Auto and Employers Liability.

CERTIFICATE HOLDER

City of Midland
Attn: City Attorney's Office
PO Box 1152
Midland TX 79702

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

R. Blake Johnston

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PACKET
22.16
July 27, 2021

City Council Meeting

Item Number: 23

Meeting Date: July 27, 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 MCM Operating, LLC, regarding City-owned property described as Section 6, Block X, H.P. Hillard Survey, Midland County, Texas (DISTRICT 1) (UTILITIES)

Purpose:

This motion will provide a ten foot wide and 62' long right of way under future Deer Run Road to place multiple private pipelines in connection with applicants new city well applications that will be on private property. Pipelines will be buried a minimum of 9' below city water line.

This Right-of-Way License is proposed for a single five (5) year period with the option for a single five (5) year renewal. Terms are consistent with the City's standard license for pipeline facilities of this nature.

Recommended City Council Action:

Approve

Fiscal Impact:

Application fee (one time): $1,000

Annual Lease Rate,

Annual Lease Rate (3.76 rods x $20/rod): $75.15 / $400.00 minimum per year

Total Collected: $1,400.00

Discussion:

Applicant is currently obtaining City of Midland drilling and completion permits on private property. These pipelines are in direct support of those operations and will bore under Holiday Hill Road, an active city street and will open cut a piece of the future Deer Run Road. All pipelines will be 9’ below the active city water lines.

Certificates of Insurance are on file

City Secretary to record all documents

Morris Williams Jr.

City Manager’s Office

RIGHT OF WAY LICENSE

THE STATE OF TEXAS	§	
	§	KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF MIDLAND	§	

Date:	July 28, 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:	MCM Operating, LLC
Licensee's Representative:	**Matt Chitwood**
Licensee's Mailing Address:	223 W. Wall Street, Suite 400 Midland, Texas 79701
Property:	See **Exhibit A** attached hereto and incorporated herein for all purposes.

Licensee desires use of property owned by Licensor in Midland County, Texas (the "Property"), for purposes set forth below. Licensee acknowledges and agrees that it must obtain a license (the "License") in order to use the public lands of Licensor.

W I T N E S S E T H:

For and in consideration of the execution of this License and the mutual promises and covenants of the parties hereto, it is mutually promised, understood and agreed as follows:

I. Term

A. Initial Term. This License shall be for a term of five (5) years (the "Initial Term"), commencing with the date of this License (the "Commencement Date") unless terminated earlier as provided hereafter.

B. Renewal Term. This License shall automatically renew at the end of the Initial Term for one (1) additional term of five (5) years, upon the written request of Licensee received by Licensor on or before one hundred twenty (120) days prior to the expiration of the Initial Term then in effect, subject to the express written consent of the governing body of Licensor.

C. Termination. Licensor may terminate this License if Licensee fails to pay, when due, any amount owing under this License and that failure continues for sixty (60) days or, if Licensee

commits any material breach or material default in performance of any obligation, prohibition, restriction, provision or covenant contained in this License, and the breach or default continues for a period of thirty (30) days after Licensor delivers notice to Licensee reasonably detailing the breach or default.

Additionally, Licensor may terminate this License at will for any or no reason upon giving at least three hundred sixty-five (365) days' written notice to Licensee. The parties to this License understand and agree that it is in Licensor's sole discretion to cancel the License during the term of the License without penalty to Licensor. Licensee has no expectation and has received no guarantees that this License will not be terminated before the end of the License term. The parties have bargained for the flexibility of terminating this License upon tender of the requisite notice at any time during the term of the License. All work and services under the License shall be suspended upon termination of the License becoming effective.

Upon termination of this License, Licensee shall remove all equipment and structures associated with the undertakings contemplated by this License. After removal of all equipment and structures associated with the undertakings contemplated by this License, the surface shall be restored at the expense of Licensee to its original condition, as close thereto as may be practical, subject to the approval of Licensor upon inspection by Licensor's Representative, which approval shall not be unreasonably withheld. All of said work shall be completed within one hundred and eighty (180) days after termination of this License.

II. Financial Consideration

A. License Fee. The first year's license fee in the amount of FOUR HUNDRED and No/100 Dollars ($400.00) shall be due and payable on or prior to the Commencement Date of this License ("License Fee"). Licensee's failure to make the License Fee payment within thirty (30) days after the License Fee is due shall constitute a late payment and Licensee shall pay Licensor a late charge of five percent (5%).

B. Surface Damage Fee. Intentionally omitted.

C. Annual Fee. Licensee shall pay to Licensor an annual fee in the amount of FOUR HUNDRED and No/100 Dollars ($400.00), which shall be payable each year on or before the anniversary of the Commencement Date of this License.

D. Application Fee. At the same time the first year License Fee is due, Licensee shall pay a non-refundable one-time fee of ONE THOUSAND and No/100 Dollars ($1,000.00) to Licensor's Representative. Said fee shall revert to Licensor and Licensee shall have no claim to said fee. The fee shall be used to process the application for the License.

E. Fee Adjustment. Prior to commencement of any renewal term, Licensor and Licensee shall negotiate in good faith to agree to an adjustment of the 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 ten (10) feet in width of the pipeline location as shown on **Exhibit A** attached hereto and incorporated herein for the purpose of operating, repairing, maintaining, replacing and removing, thereon, along the herein described pipeline locations, a Thermoflex 750 pipeline, not to exceed eight (8) inches in diameter, for the transportation of water, a SDR 9 vent line, not to exceed four (4) inches, a ANSI 300 (Steel) pipeline, not to exceed eight (8) inches in diameter, for the transportation of oil, a ANSI 300 (Steel) pipeline, not to exceed eight (8) inches in diameter, for the transportation of gas, a ANSI 300 (Steel) gas lift line, not to exceed four (4) inches in diameter, and a SDR 11 pipeline, not to exceed sixteen (16) inches in diameter, for the transportation of frac water, to have the right of ingress and egress at convenient points for such purpose. **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 nine (9) feet below the active City of Midland water utility lines in depth. All backfill used in burying such line shall be compacted to a density of ninety percent (90%), except where such pipeline(s) crosses under a paved or traveled portion of City of Midland right of way where such backfill shall be compacted to a density of ninety-five percent (95%). Licensor shall be afforded the opportunity to test the density on all backfill. Notwithstanding any provision to the contrary contained herein, Licensee covenants and agrees that, at any point that Licensee's pipeline(s) intersects with a City of Midland utility line location, the pipeline(s) shall be bored at a depth of a least (i) nine (9) feet under all City of Midland water utility lines and (ii) two (2) feet under all City of Midland sewer utility lines. Licensee agrees that it shall comply with 30 Tex. Admin. Code § 290.44(e), as amended, to the extent applicable to this License.

E. Approval of Bids. Before Licensee seeks bids on any phase of the repair of public streets, alleys, water lines, sewer lines or any other public utilities, the specifications shall be approved by

Licensor's Representative.

F. Reservation of Rights. Licensor expressly reserves the right to install, repair, or reconstruct streets or roads and all ancillary public uses usual and customary in connection with streets and roads, expressly including but not limited to drainage facilities and related structures in the rights of way used and occupied by Licensee.

Licensor reserves the right to lay and permit to be laid, sewer, gas, water, and other pipelines or cables and conduits, and to do and permit to be done, any underground or overhead installation or improvement that may be deemed necessary or proper by the governing body of Licensor, in, on, across, along, over, under, and through any property occupied by Licensee. In permitting such work to be done, Licensor shall not be liable to Licensee for any damage so caused to Licensee's system or property, **NOR SHALL LICENSOR BE LIABLE TO LICENSEE FOR ANY DAMAGES TO LICENSEE'S PIPELINE(S), CASING, OR COMPRESSOR STATION, ARISING OUT OF THE NEGLIGENCE BY LICENSOR, ITS EMPLOYEES, OFFICERS OR AGENTS, OR LICENSOR'S CONTRACTORS OR SUBCONTRACTORS.** If Licensor requires Licensee to remove, alter, change, adapt, or conform Licensee's facilities because of changes in the grade or construction of a street or in the location or manner of constructing a water pipe, sewer pipe, or other surface, underground or aboveground structure owned by Licensor, Licensee shall make the alterations or changes as soon as practicable, and in no event longer than one hundred eighty (180) days, when ordered in writing by Licensor, without claim for reimbursement for the cost of the relocation or for damages against Licensor. If these requirements impose a financial hardship upon Licensee, Licensee shall have the right to present alternative proposals for Licensor's consideration.

G. Non-exclusive. Licensor expressly reserves the full right to grant other easements or rights of way crossing or running parallel with the rights of way used by Licensee.

H. Abandonment. It is especially provided, however, that as an express condition of this License, and not as a mere covenant, in the event Licensee abandons any equipment or appurtenances to the undertakings contemplated by this License, or the Property ceases to be used for the purposes enumerated herein for any period of twelve (12) consecutive months, or longer, other than the time elapsing between the date hereof and construction, and upon giving Licensee one hundred and twenty (120) days' written notice, then and in that event, this License shall automatically revert to Licensor, its successors or assigns, free and clear of any right, title, or interest in Licensee, or any re-entry by Licensor.

I. Approval of Specifications. In the event Licensee desires to reconstruct, repair, maintain, replace or remove any pipeline or casing system built hereunder, Licensee shall submit the plans and specifications that pertain to the rebuilding or repairs of Licensor's streets and roads and the rebuilding or repairs of any of Licensor's public utilities to Licensor's Representative for his or her approval. In the event of emergency repairs necessary to restore service, Licensee shall notify Licensor's Representative before making any repairs if during a Licensor work day. If not on a work day, Licensee shall notify Licensor's Representative on the first work day after repairs have begun.

J. Gates and Fences. Licensee agrees to use existing gates and roadways where available, to enter, leave and cross the Property; provided that Licensee shall not use any road marked "Closed."

Licensee and all persons entering or leaving the Property in connection with Licensee's operations hereunder shall keep all outside and interior gates securely closed except during operations related to this License. Licensee shall keep all outside gates, and all other gates designated by Licensor, securely locked except during operations related to this License. At any gate that is to be locked, Licensor may install its own lock in addition to Licensee's lock.

Licensee agrees that Licensee shall not cut or go over any fence at any time or in connection with any operations on the Property without first obtaining Licensor's express consent thereto in writing. All gates or openings in fences shall be at mutually agreeable location(s) between Licensee and Licensor and shall be constructed as reasonably required by Licensor. Upon the termination of this License, at Licensor's election, gates in fences shall be left in place and shall thereafter be owned by Licensor or Licensee shall remove such gates and restore the fence to its original condition as nearly as reasonably practicable. The terms, provisions and requirements of this provision shall survive the termination or expiration of this License.

K. Trash. Licensee shall keep the Property free of trash and debris at all times. Under no circumstances, will Licensee be allowed to bury any trash, debris or foreign material of any kind on or under the Property. Licensor shall have the right to expel and permanently ban from the Property any person observed disposing of trash on the Property. Upon the completion of any operations, all ribbons, flags, stakes and similar items shall by promptly removed from the Property.

L. Hunting, Fishing and Alcohol Prohibited. No agent, employee, representative, contractor or subcontractor of Licensee or any other person allowed to enter the Property by Licensee shall be permitted to hunt, fish, trap, camp, picnic, ride motorcycles or four-wheelers or otherwise conduct any social gathering on the Property, nor shall any such persons be permitted to bring firearms, archery equipment, dogs, alcoholic beverages or illegal drugs on the Property at any time. Violations of this provision shall cause the violator to be regarded as a trespasser and subject to prosecution under trespass laws of the State of Texas. Licensor shall have the right to expel and permanently ban from the Property any person observed on the Property in violation of this provision.

M. Storage of Machinery and Equipment. Licensee shall use no part of the Property to store machinery, equipment, or other property of Licensee while it is not being used.

N. Additional Reservations. Licensor reserves the right to use the surface, subsurface or airspace above the land covered by this License for any purpose allowed by law and deemed necessary by Licensor and to do and permit to be done, any work in connection therewith which may be deemed necessary or proper by Licensor in, on, across, along, over, under, and through said right of way occupied by Licensee. In the event of such work in connection with said purposes it shall be deemed necessary by Licensor, at Licensor's sole discretion, to alter, change, adapt, conform or relocate any pipeline, property, or casing of Licensee, such alteration or change or relocation shall be commenced and completed by Licensee within one hundred eighty (180) days after being ordered in writing by Licensor pursuant to directions from Licensor's City Council without any claim for reimbursement for the cost of the relocation or damages against Licensor. The relocation or alteration shall be at the sole cost of Licensee. Provided, however, that Licensee shall at all times be entitled to receive from appropriate governmental bodies, excluding Licensor, payment for alteration or relocation of its system to which it may be lawfully entitled to under applicable

federal or state laws with respect to relocation payments.

IV. Standard General Conditions

A. Insurance. Licensee shall at all times during the term of this License maintain and keep in full force and effect insurance in the following types and minimum amounts with companies authorized to do business in the State of Texas:

Commercial General Liability (including Contractual liability):	
■ Personal Injury:	$1,000,000.00 per person $1,000,000.00 per occurrence
■ Property Damage:	$100,000.00 per occurrence
Business Automobile Liability:	$1,000,000.00 combined single limit-- Personal Injury and Property Damage
Workers' Compensation:	Statutory limits
Employers' Liability:	$1,000,000.00 per accident or occurrence
Umbrella Liability:	$10,000,000.00 each occurrence $10,000,000.00 aggregate

The Commercial General Liability shall be on an occurrence basis. This insurance shall name Licensor as an additional insured and all insurance shall waive subrogation in favor of Licensor.

The Workers' Compensation coverage provided by Licensee shall inure to the benefit of employees injured during the course and scope of their employment by Licensee pursuant to this License. The Workers' Compensation insurance shall waive all rights of subrogation against Licensor.

The Business Automobile Liability insurance provided by Licensee shall cover any auto for bodily injury and property damage, including owned vehicles, hired and non-owner vehicles, and employee non-ownership, and the amount of such policy shall be a minimum of $1,000,000.00 covering any vehicle used for the execution of the work that is the subject of this License. This insurance shall name Licensor as an additional insured and all insurance shall waive subrogation in favor of Licensor.

The parties agree that, prior to the execution of the License, Licensee shall provide one or more certificates of insurance showing that the requirements of this article have been met. This decision shall be in Licensor's sole discretion.

Licensor shall be provided the notice by Licensee's insurance provider not later than thirty (30) days prior to any reduction or termination of such coverage. Licensor shall not be required to provide any insurance whatsoever pursuant to this License.

Licensee shall contractually require all contractors, subcontractors, and sub-subcontractors that work on any portion of the work that is the subject of this License to obtain insurance coverage

that meets or exceeds the policy requirements and minimum amounts as required by Licensee, and name the City of Midland as an additional insured. Licensee certifies that the one or more certificates of insurance provided as required herein complies with the requirements of Chapter 1811 of the Texas Insurance Code. Licensee shall not use an unapproved certificate of insurance or insert inappropriate language on a certificate. Compliance with state law is the sole responsibility of Licensee.

B. Indemnity. LICENSEE SHALL INDEMNIFY AND HOLD HARMLESS AND DEFEND LICENSOR, AND ALL OF LICENSOR'S OFFICERS, AGENTS AND EMPLOYEES FROM ALL SUITS, ACTIONS, CLAIMS, DAMAGES, PERSONAL INJURIES, ACCIDENTAL DEATH, PROPERTY DAMAGE, LOSSES AND EXPENSE OF ANY CHARACTER WHATSOEVER, INCLUDING ATTORNEY'S FEES, BROUGHT FOR OR ON ACCOUNT OF ANY INJURIES OR DAMAGES RECEIVED OR SUSTAINED BY ANY PERSON OR PERSONS OR PROPERTY ON ACCOUNT OF ANY NEGLIGENT ACT OF LICENSEE, LICENSEE'S OFFICERS, AGENTS OR EMPLOYEES, WHETHER SUCH NEGLIGENT ACT WAS THE SOLE PROXIMATE CAUSE OF THE INJURY OR DAMAGE OR A PROXIMATE CAUSE JOINTLY AND CONCURRENTLY WITH LICENSEE OR LICENSEE'S EMPLOYEES', AGENTS' OR SUBCONTRACTORS' NEGLIGENCE, IN THE EXECUTION, SUPERVISION AND OPERATIONS GROWING OUT OF OR IN ANY WAY CONNECTED WITH THE PERFORMANCE OF THIS LICENSE INCLUDING SUCH NEGLIGENT ACTS ARISING FROM OR IN ANY WAY CONNECTED WITH THE PLACEMENT, CONSTRUCTION, OPERATION, REPAIR, MAINTENANCE, REPLACEMENT OR REMOVAL OF ANY PART OF LICENSEE'S PIPELINE(S),CASING SYSTEM, OR COMPRESSOR STATION IN LICENSOR'S RIGHT OF WAY. LICENSEE WILL BE REQUIRED TO PAY ANY JUDGMENT WITH COSTS WHICH MAY BE OBTAINED AGAINST LICENSOR OR ANY OF ITS OFFICERS, AGENTS OR EMPLOYEES, INCLUDING ATTORNEY'S FEES.

LICENSEE AGREES THAT LICENSEE SHALL INDEMNIFY AND SAVE LICENSOR HARMLESS FROM ALL CLAIMS GROWING OUT OF ANY DEMANDS OF SUBCONTRACTORS, LABORERS, WORKMEN, MECHANICS, MATERIALMEN, AND FURNISHERS OF MACHINERY AND PARTS THEREOF, EQUIPMENT, POWER TOOLS, ALL SUPPLIES, CONSTRUCTION, OPERATION, REPAIR, MAINTENANCE, REPLACEMENT OR REMOVAL OF THE PIPELINE(S), CASING SYSTEM, OR COMPRESSOR STATION DESCRIBED HEREIN.

LICENSEE SHALL INDEMNIFY AND HOLD HARMLESS AND DEFEND LICENSOR, AND ALL OF LICENSOR'S OFFICERS, AGENTS OR EMPLOYEES FROM ALL SUITS, ACTIONS, CLAIMS, DAMAGES, PERSONAL INJURIES, ACCIDENTAL DEATH, PROPERTY DAMAGE, LOSSES AND EXPENSE OF ANY CHARACTER WHATSOEVER, INCLUDING ATTORNEY'S FEES, BROUGHT FOR OR ON ACCOUNT OF ANY INJURIES OR DAMAGES RECEIVED OR SUSTAINED BY ANY PERSON OR PERSONS OR PROPERTY ON ACCOUNT OF ANY NEGLIGENT ACT OF LICENSOR, LICENSOR'S OFFICERS, AGENTS OR EMPLOYEES, WHETHER SUCH NEGLIGENT ACT WAS THE SOLE PROXIMATE CAUSE OF THE INJURY OR DAMAGE OR A PROXIMATE CAUSE JOINTLY AND CONCURRENTLY WITH LICENSEE OR LICENSEE'S EMPLOYEES', AGENTS' OR SUBCONTRACTORS' NEGLIGENCE, IN THE EXECUTION, SUPERVISION AND OPERATIONS GROWING

OUT OF OR IN ANY WAY CONNECTED WITH THE PERFORMANCE OF THIS LICENSE INCLUDING SUCH NEGLIGENT ACTS ARISING FROM OR IN ANY WAY CONNECTED WITH THE PLACEMENT, CONSTRUCTION, OPERATION, REPAIR, MAINTENANCE, REPLACEMENT OR REMOVAL OF ANY PART OF LICENSEE'S PIPELINE(S),CASING SYSTEM, OR COMPRESSOR STATION IN LICENSOR'S RIGHT OF WAY. LICENSEE WILL BE REQUIRED TO PAY ANY JUDGMENT WITH COSTS WHICH MAY BE OBTAINED AGAINST LICENSOR OR ANY OF ITS OFFICERS, AGENTS OR EMPLOYEES, INCLUDING ATTORNEY'S FEES.

LICENSEE SHALL INDEMNIFY AND HOLD HARMLESS AND DEFEND LICENSOR, AND ALL OF LICENSOR'S OFFICERS, AGENTS AND EMPLOYEES FROM ALL CLAIMS, LOSSES, DAMAGES, LIABILITIES, LIENS, FINES, PENALTIES, CAUSES OF ACTION, SUITS, CHARGES, JUDGMENTS, ADMINISTRATIVE ORDERS, REMEDIATION REQUIREMENTS, ENFORCEMENT ACTIONS OF ANY KIND, AND ALL COSTS AND EXPENSES OF ANY CHARACTER WHATSOEVER, INCLUDING ATTORNEY'S FEES, BROUGHT FOR OR ON ACCOUNT OF FAILURE OF LICENSEE, ANY CONTRACTOR, SUBCONTRACTOR, ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY THEM, OR ANYONE THAT THEY CONTROL OR EXERCISE CONTROL OVER TO COMPLY WITH ALL APPLICABLE LOCAL, FEDERAL AND/OR STATE ENVIRONMENTAL LAWS, INCLUDING BUT NOT LIMITED TO THE RESOURCE CONSERVATION AND RECOVERY ACT (RCRA) AND THE COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION, AND LIABILITY ACT (CERCLA) (AS THEY MAY BE REAUTHORIZED AND/OR AMENDED) AND ALL OTHER LOCAL, FEDERAL AND STATE LAWS, IN CONNECTION WITH OR RELATED TO ANY OF LICENSEE'S OPERATIONS OR ACTIVITIES ON THE PROPERTY, OR ANY OF LICENSEE'S HANDLING, STORING, RELEASING, TRANSPORTING OR DISPOSING OF ALL SUBSTANCES, INCLUDING, BUT NOT LIMITED TO HAZARDOUS SUBSTANCES AND HAZARDOUS WASTES, ON OR FROM THE PROPERTY OR ANY OTHER LANDS OF LICENSOR.

C. Assignment. The rights granted by this License inure to the benefit of Licensee. The rights and privileges shall not be assignable by Licensee without the express written consent of Licensor's City Manager. Any required consent is to be evidenced by a letter written by Licensor's City Manager that fully recites the terms and conditions, if any, upon which consent is given. The granting of consent is in the sole discretion of Licensor's City Manager.

D. Independent Contractor. It is expressly understood and agreed that Licensee shall perform all work and services described herein as an independent contractor and not as an officer, agent, servant or employee of Licensor; that Licensee shall have exclusive control of and the exclusive right to control the details of the services and work performed hereunder, and all persons performing the same; and shall be solely responsible for the acts and omissions of its officers, agents, employees, contractors and subcontractors; that the doctrine of respondeat superior shall not apply as between Licensor and Licensee, its officers, agents, employees, contractors and subcontractors; and that nothing herein shall be construed as creating a partnership or joint enterprise between Licensor and Licensee. No person performing any of the work and services described hereunder shall be considered an officer, agent, servant or employee of Licensor. Further, it is specifically understood and agreed that nothing in this License is intended or shall be construed as creating a "Community of Pecuniary Interest" or "An Equal Right of Control" which

would give rise to vicarious liability. Licensee shall be an independent contractor under this License and shall assume all of the rights, obligations and liabilities applicable to it as such independent contractor hereunder. Licensor does not have the power to direct the order in which the work is done. Licensor shall not have the right to control the means, methods or details of Licensee's work. Licensee shall assume exclusive responsibility for the work. Licensee is entirely free to do the work in its own way.

E. Waiver of Attorney Fees. BY EXECUTING THIS LICENSE, LICENSEE AGREES TO WAIVE, AND DOES HEREBY KNOWINGLY, CONCLUSIVELY, VOLUNTARILY AND INTENTIONALLY WAIVE, ANY CLAIM IT HAS OR MAY HAVE IN THE FUTURE AGAINST LICENSOR REGARDING THE AWARD OF ATTORNEY'S FEES, WHICH ARE IN ANY WAY RELATED TO THE LICENSE, THE CONSTRUCTION, OR INTERPRETATION, VALIDITY OR BREACH OF THE LICENSE. LICENSEE SPECIFICALLY AGREES THAT IF LICENSEE BRINGS OR COMMENCES ANY LEGAL ACTION OR PROCEEDING RELATED TO THIS LICENSE, THE CONSTRUCTION, INTERPRETATION, VALIDITY OR BREACH OF THIS LICENSE, INCLUDING BUT NOT LIMITED TO ANY ACTION PURSUANT TO THE PROVISIONS OF THE TEXAS UNIFORM DECLARATORY JUDGMENTS ACT (TEXAS CIVIL PRACTICE AND REMEDIES CODE SECTION 37.001, ET SEQ., AS AMENDED), OR CHAPTER 271 OF THE TEXAS LOCAL GOVERNMENT CODE, LICENSEE AGREES TO ABANDON, WAIVE AND RELINQUISH ANY AND ALL RIGHTS TO THE RECOVERY OF ATTORNEY'S FEES TO WHICH LICENSEE MIGHT OTHERWISE BE ENTITLED.

LICENSEE AGREES THAT THIS IS THE VOLUNTARY AND INTENTIONAL RELINQUISHMENT AND ABANDONMENT OF A PRESENTLY EXISTING, KNOWN RIGHT. LICENSEE ACKNOWLEDGES THAT IT UNDERSTANDS ALL TERMS AND CONDITIONS OF THIS LICENSE. LICENSEE FURTHER ACKNOWLEDGES AND AGREES THAT THERE WAS AND IS NO DISPARITY OF BARGAINING POWER BETWEEN LICENSOR AND LICENSEE. THIS SECTION SHALL NOT BE CONSTRUED OR INTERPRETED AS A WAIVER OF GOVERNMENTAL IMMUNITY.

LICENSEE AND LICENSOR ARE RELYING ON THEIR OWN JUDGMENT. EACH PARTY HAD THE OPPORTUNITY TO DISCUSS THIS LICENSE WITH LEGAL COUNSEL PRIOR TO ITS EXECUTION.

F. Governing Law & Venue. All performance and payment made pursuant to this License shall be deemed to have occurred in Midland County, Texas. Exclusive venue for any claims, suits or any other action arising from or connected in any way to this License or the performance of this License shall be in Midland County, Texas. The obligations and undertakings of each of the parties to this License shall be deemed to have been performed in Midland County, Texas. This License shall be construed, interpreted and enforced under the laws of the State of Texas. The laws of the State of Texas shall govern, construe and enforce all the rights and duties of the parties, including but not limited to tort claims and any and all other claims or disputes, arising from or relating in any way to the subject matter of this License, without regard to conflict of laws and rules that would direct application of the laws of another jurisdiction.

G. Release. NOTWITHSTANDING ANY OTHER PROVISIONS, LICENSEE HEREBY

RELEASES, ACQUITS, RELINQUISHES AND FOREVER DISCHARGES LICENSOR, LICENSOR'S EMPLOYEES AND OFFICERS FROM ANY AND ALL DEMANDS, CLAIMS, DAMAGES OR CAUSES OF ACTION OF ANY KIND WHATSOEVER WHICH LICENSEE HAS OR MIGHT HAVE IN THE FUTURE, INCLUDING BUT NOT LIMITED TO BREACH OF CONTRACT, QUANTUM MERUIT, CLAIMS UNDER THE DUE PROCESS AND TAKINGS CLAUSES OF THE TEXAS AND UNITED STATES CONSTITUTIONS, TORT CLAIMS, OR LICENSOR'S NEGLIGENCE.

H. Governmental Immunity. By executing this License, Licensor is not waiving its right of governmental immunity. Licensor is retaining its immunity from suit. Licensor is not granting consent to be sued by legislative resolution or action. **THERE IS NO WAIVER OF GOVERNMENTAL IMMUNITY.**

I. Third Party Beneficiary. Licensor's approval of this License does not create a third party beneficiary. There is no third party beneficiary to this License. No person or entity who is not a party to this License shall have any third party beneficiary or other rights hereunder.

J. Notices. Any notice or communication required in the administration of this License shall be sent by certified mail, return receipt requested, to the parties' respective mailing addresses as set forth hereinabove.

K. Notice of Alleged Breach; Statutory Prerequisite. As a condition precedent to filing suit for alleged damages incurred by an alleged breach of an express or implied provision of this License, Licensee or its legal representative, shall give the City Manager, or any other reasonable official of Licensor, notice in writing (consisting of one (1) original and seven (7) copies of notice attached to a copy of this License) of such damages, duly verified, within one hundred eighty (180) days after the same has been sustained. The discovery rule does not apply to the giving of this notice. The notice shall include when, where and how the damages occurred, the apparent extent thereof, the amount of damages sustained, the amount for which Licensee will settle, the physical and mailing addresses of Licensee at the time and date the claim was presented and the physical and mailing addresses of Licensee for the six (6) months immediately preceding the occurrence of such damages, and the names and addresses of the witnesses upon whom Licensee relies to establish its claim; and a failure to so notify the City Manager within the time and manner provided herein shall exonerate, excuse and except Licensor from any liability whatsoever. Licensor is under no obligation to provide notice to Licensee that Licensee's notice is insufficient. Licensor reserves the right to request reasonable additional information regarding the claim. Said additional information shall be supplied within thirty (30) days after receipt of notice.

The statutory prerequisites outlined herein constitute jurisdictional requirements pursuant to Section 271.154 of the Texas Local Government Code and Section 311.034 of the Texas Government Code. Notwithstanding any other provision, Licensee's failure to comply with the requirements herein shall perpetually bar Licensee's claim for damages under Chapter 271 of the Texas Local Government Code, and Section 311.034 of the Texas Government Code, regardless if Licensor has actual or constructive notice or knowledge of said claim or alleged damages. Licensee agrees that the requirements of this entire License are reasonable.

L. Consideration. The terms of this License are supported by good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties named herein.

M. Waiver of Governmental Immunity; Chapter 271, TEX. LOC. GOV'T CODE. The parties agree that this License does not constitute a License or Contract for providing goods and/or services to Licensor as discussed in Subchapter I of Chapter 271 of the Texas Local Government Code, and Licensor does not waive, to the maximum extent allowed by law, any constitutional, statutory or common law right to sovereign immunity or governmental immunity from liability or suit. Licensor expressly does not consent to be sued or be liable. To the greatest extent allowed by law, nothing in this License constitutes a waiver of Licensor's governmental immunity and the parties expressly agree that this License shall not constitute, nor be interpreted as a waiver of Licensor's governmental immunity under Subchapter I of Chapter 271 of the Texas Local Government Code, nor shall it constitute nor be interpreted as a waiver of Licensor's governmental immunity for the benefit of any third party lacking privity to the License.

This License does not obligate Licensee to use the Property to construct, repair, operate, replace, and maintain Licensor's facilities or structures described herein, it merely prohibits Licensee from using the Property for any other purpose. This License restricts the use of the Property to a specific purpose, but does not require the use of the Property for a specific purpose. This License does not require Licensee to construct, operate, repair, maintain, replace or remove any of Licensee's facilities or structures described herein. Licensee is not providing a service to Licensor but is providing a service to Licensee's customers. Licensee is paying Licensor for a temporary interest in real property not for a service. Any such provision shall be deemed to be a covenant against noncomplying use, not a covenant to use. Licensee's use of the Property in compliance with a restriction shall not constitute a service, and such complying use shall not operate to waive Licensor's governmental immunity.

N. Compliance. Licensee agrees that it shall comply with Texas Government Code Section 2252.908, as amended, to the extent that this statute applies to this License. Licensee agrees that it shall comply with Texas Local Government Code Section 176.006, as amended, to the extent that this statute applies to this License.

O. Texas Historical Commission Survey. Licensee agrees that it shall comply with Chapter 191 of the Texas Natural Resources Code. By executing this License, Licensee represents that it has contacted the Texas Historical Commission (the "Commission") for the purpose of determining whether the Commission will request that an archaeological survey be completed before Licensee commences operations on the Property, as contemplated herein. Licensee agrees that it shall complete or cause to be completed an archaeological survey before commencing any operations on the Property if the Commission so requests and deliver the same to Licensor. Notwithstanding any provision contained herein, in the event that any site, object, artifact, or other feature of archaeological, scientific, educational, cultural, or historical interest is encountered during the operations authorized by this License, Licensee will immediately notify Licensor and the Commission so that adequate measures may be undertaken to protect or recover such discoveries or findings, as deemed appropriate by Licensor or the Commission.

LICENSOR:
CITY OF MIDLAND, TEXAS

By:_____
Robert Patrick, City Manager

ATTEST:

_____
Amy M. Turner, City Secretary

APPROVED ONLY AS TO FORM:

_____
John Ohnemiller, City Attorney

LICENSEE:
MCM OPERATING, LLC

By: _____
Printed Name: Matt Chitwood
Title: Vice President of Land

THE STATE OF TEXAS §
§
COUNTY OF MIDLAND §

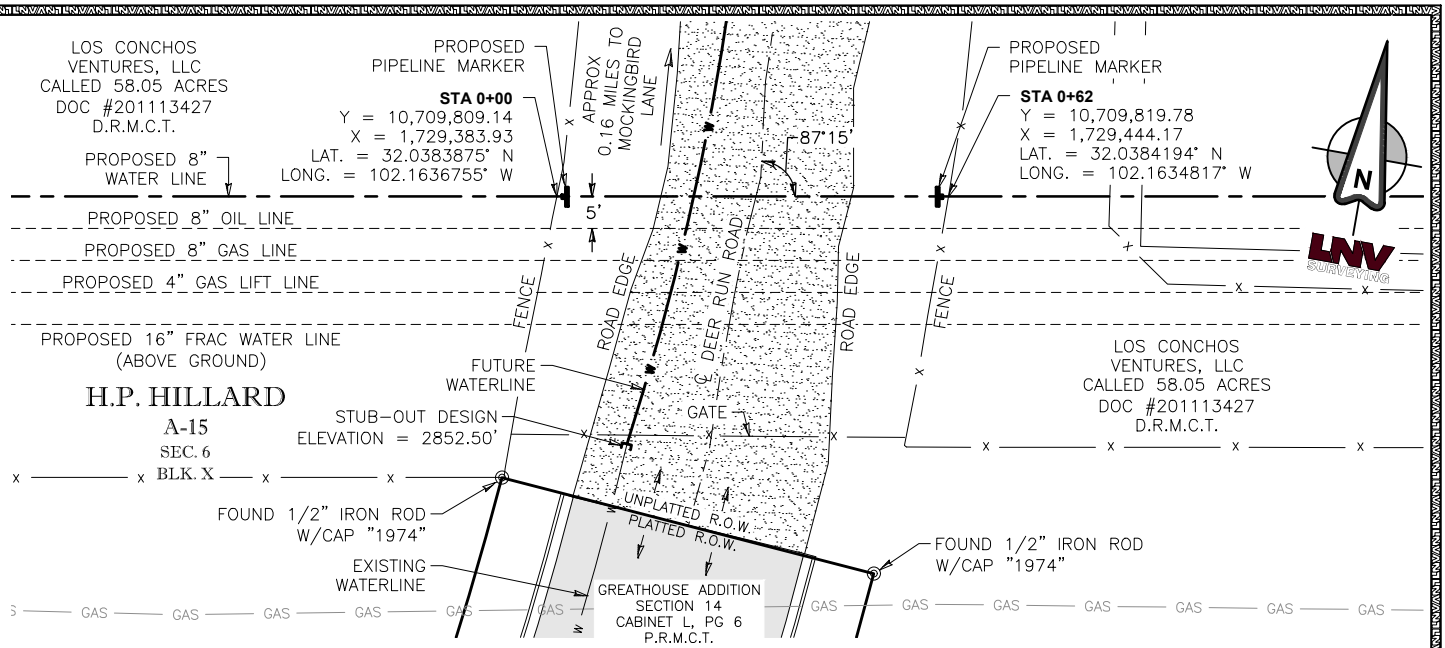
BEFORE ME, the undersigned authority, on this 15th day of July, 2021 personally appeared Matt Chitwood. an officer of MCM Operating, LLC, known to me to be the person and official whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same as the act and deed 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 15th day of July, 2021.

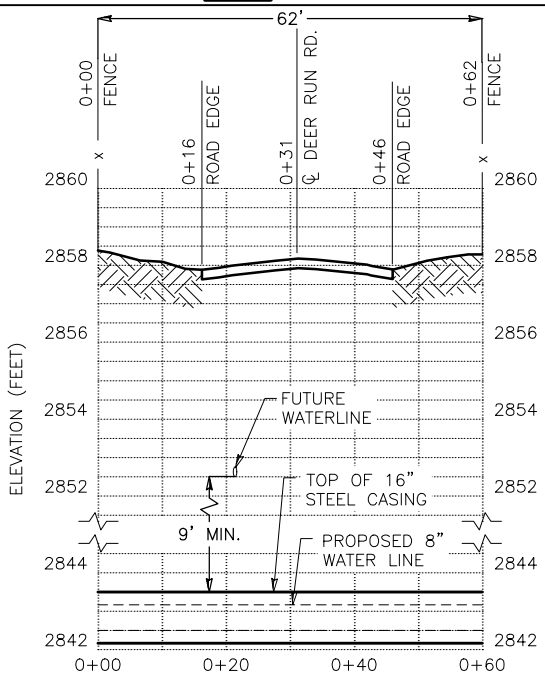
_____
Notary Public, State of TEXAS

LEIGHA SHANNON MCBRIDE
Notary Public, State of Texas
Comm Expires 08-05-2024
Notary ID 128921693

Reference No. 21-329-027



PLAN



PROFILE

NOTES:
1. COORDINATES SHOWN ARE BASED ON NAD83 TEXAS STATE PLANE COORDINATE SYSTEM, TEXAS CENTRAL ZONE.
2. CARRIER PIPE INFORMATION PROVIDED BY MCM ENERGY PARTNERS LLC

PROPOSED PIPELINE DETAILS

STEEL CARRIER PIPE	NOMINAL LINE SIZE	PURPOSE	PRESSURE RATING	LINE MATERIAL
16" OD X 0.250" WT	8" OD x 1.315" WT	WATER LINE	750 PSI	THERMOFLEX 750
	4" OD x 0.500" WT	VENT LINE	250 PSI	SDR 9
NONE	8" OD x 0.322" WT	OIL LINE	750 PSI	ANSI 300 (STEEL)
NONE	8" OD x 0.322" WT	GAS LINE	750 PSI	ANSI 300 (STEEL)
NONE	4" OD x 0.237" WT	GAS LIFT LINE	1500 PSI	ANSI 600 (STEEL)
NONE (ABOVE GROUND)	16" OD x 1.455" WT	TEMPORARY FRAC WATER TRANSFER	200 PSI	SDR 11

I HEREBY STATE THAT THIS PLAT SHOWS THE SUBJECT LOCATION AS SURVEYED ON THE GROUND. THIS SHOULD NOT BE CONSIDERED A BOUNDARY SURVEY.

STATE OF TEXAS
REGISTERED
SALVADOR A. SALAS
6612
PROFESSIONAL
SURVEYOR

SIGNED: 07-14-2021

LEGEND
- PROPOSED 12" GAS LINE
- w EXISTING WATERLINE
- x EXISTING WOOD FENCE LINE
- GAS EXISTING GAS LINE
- CALICHE
- ASPHALT

0 15' 30'
HORIZONTAL SCALE: 1"=30'

0 2.5' 5'
VERTICAL SCALE: 1"=5'

PLOT DATE: 07-14-21 10:15 AM

LNV
engineers | architects | surveyors
801 NAVIGATION, SUITE 300
CORPUS CHRISTI, TX 78408
TBPE FIRM NO. F-366
TBPLS FIRM NO. 10126500
PH. (361) 883-1984
FAX (361) 883-1986
WWW.LNVINC.COM

PACKET

A PROPOSED PIPELINE ROAD CROSSING FOR:
MCM ENERGY PARTNERS LLC
DEER RUN ROAD CROSSING
SITUATED IN THE H.P. HILLARD SURVEY, SEC. 6, A-15, BLOCK X, ALSO BEING OUT OF A 58.05 ACRE TRACT OWNED BY LOS CONCHOS VENTURES, LLC DESCRIBED IN A DEED RECORDED IN DOCUMENT 201113427, APPROXIMATELY 5.9 MILES NORTHWEST OF MIDLAND IN MIDLAND COUNTY, TEXAS

July 27, 2021

Survey Date: 6/29/21
Surveyed By: RM/WR
Drawn by: AH
Checked by: SS/AA
Job #: 180375.008

U:\MCM Energy Partners LLC\180375 MSA\008 MB Flowlines Midland County\90-Survey\Drawings\180375.008_Deer Run Rd Xing Plat_Water Rev4.dwg

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 10/20/2020

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	CONTACT NAME: Thana Overly	
Capstone Strategies LLC 1002 W. Wall Street Midland TX 79701	PHONE (A/C, No, Ext): (432) 620-8883	FAX (A/C, No): (888) 765-1312
	E-MAIL ADDRESS: toverly@capstonelp.com	

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
MCM Operating LLC 223 W. Wall Street, Suite 400 Midland TX 79701	INSURER A : Berkley National Insurance Co	
	INSURER B : Riverport Insurance Company	
	INSURER C : Texas Mutual Insurance Company	22945
	INSURER D : Underwriters at Lloyds London	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** 20-21 Master Cert **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:			EGL003425611	06/17/2020	06/17/2021	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
B	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY			ECA3154116-11	06/17/2020	06/17/2021	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$ 1,000,000 $ $ $ $
A	☒ UMBRELLA LIAB ☒ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION $ 10,000			EUL003425711	06/17/2020	06/17/2021	EACH OCCURRENCE AGGREGATE $	$ 10,000,000 $ 10,000,000 $
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		0002033402	06/17/2020	06/17/2021	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
D	Control of Well			UE2029	06/17/2020	06/17/2021	Combined Single Limit Retention	$10,000,000 $150,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Blanket waiver of subrogation on General Liability, Auto Liability and Work Comp policies as required by written contract with respect to work performed by the named insured(s). Blanket additional insured on General Liability and Auto Liability policies as required by written contract with respect to work performed by the named insured(s). We will endeavor to mail 30 day notice of cancellation except for nonpayment of premium. Sudden & accidental pollution included in GL. Umbrella is follow form of GL, Auto and Employers Liability.

CERTIFICATE HOLDER

City of Midland
Attn: City Attorney's Office
PO Box 1152
Midland TX 79702

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

R. Blake Johnston

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City Council Meeting

Item Number: 24

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

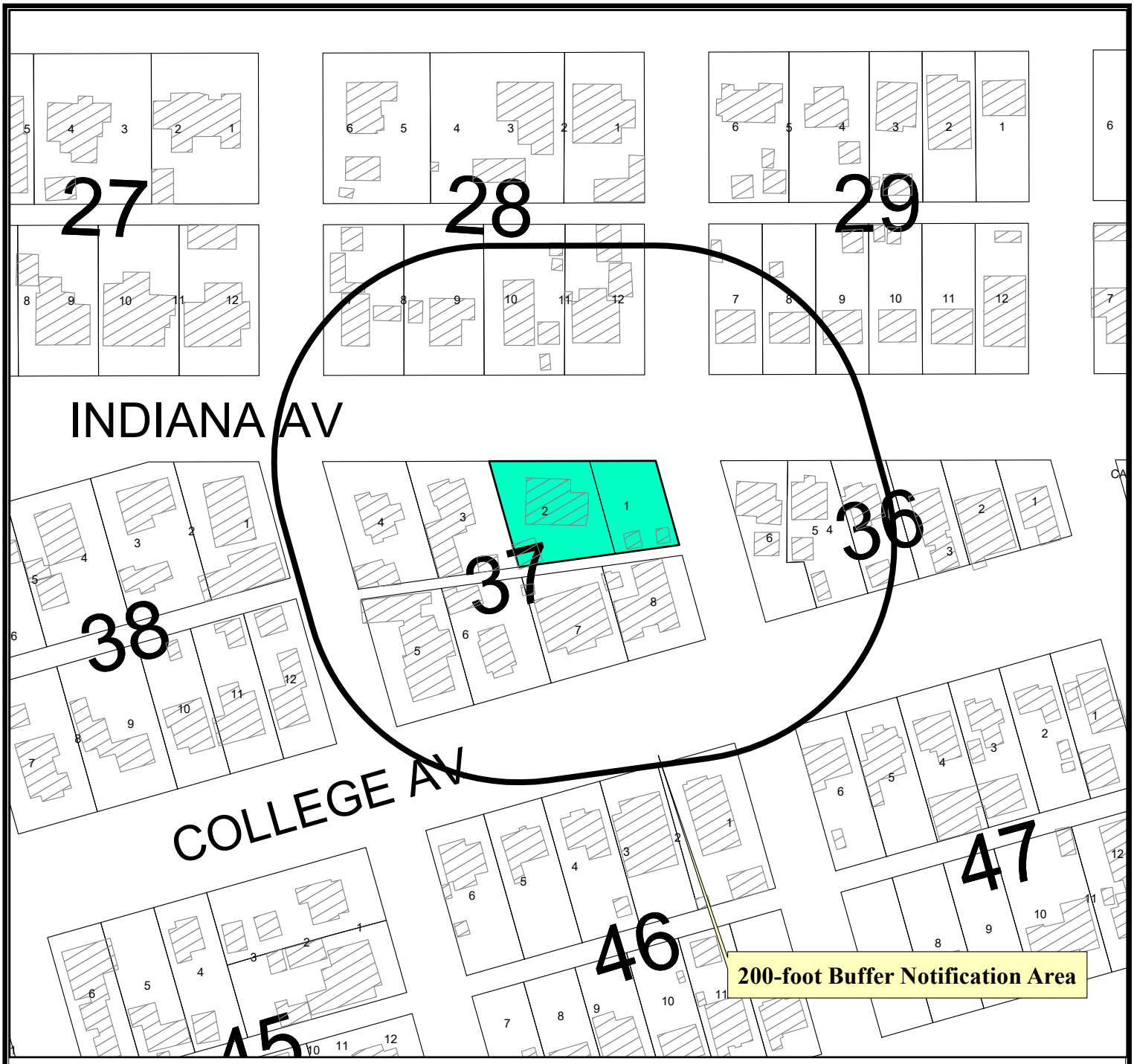
FOR OFFICE USE ONLY

- ☑ 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

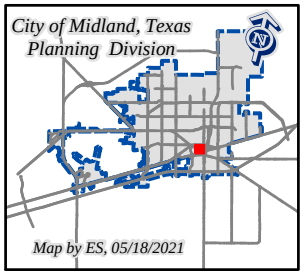
Z-21-0237 **Scale: 1" = 250'**

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.

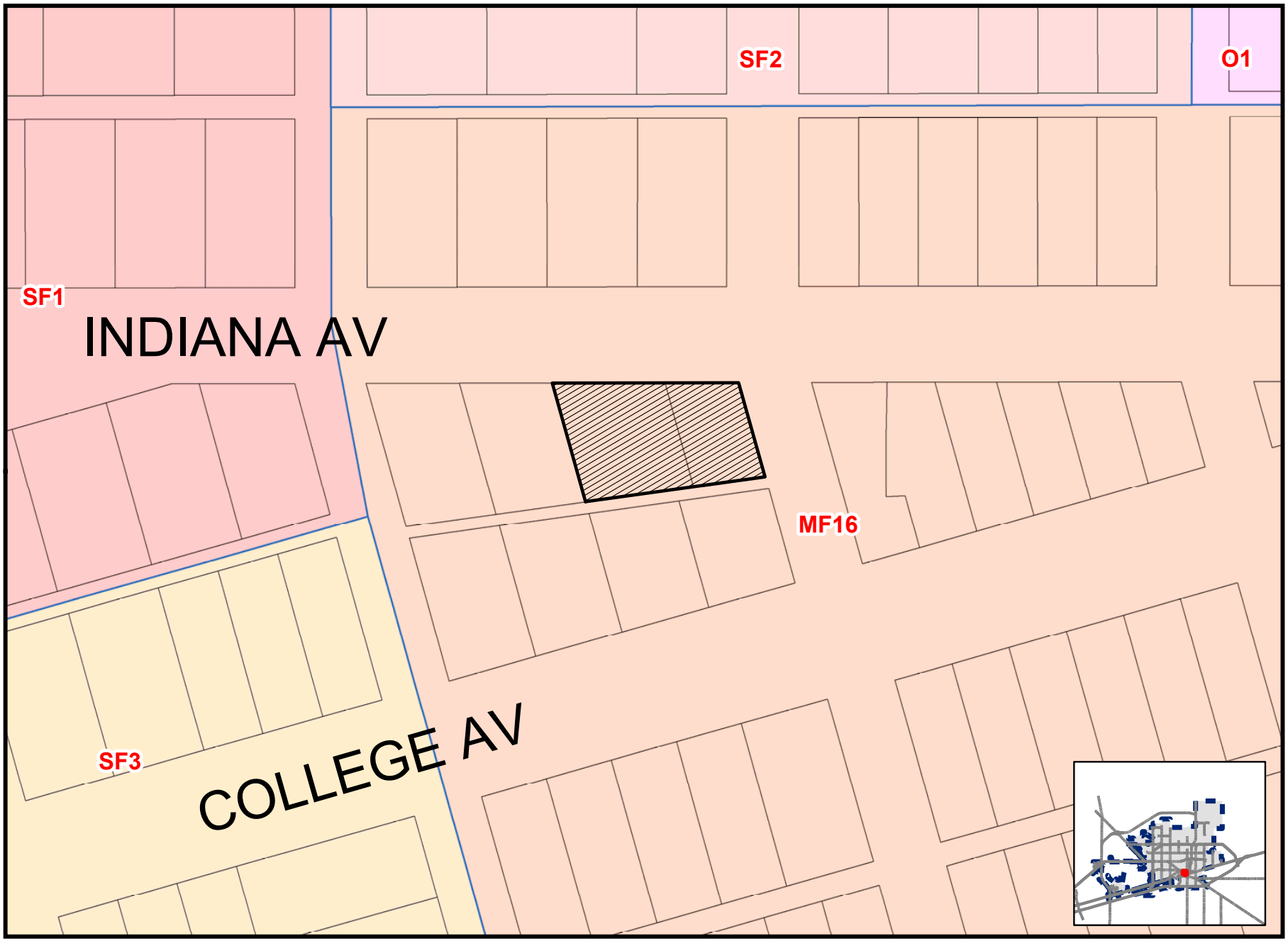
Generally located on the southwest corner of the intersection of West Indiana Avenue and South E Street. (Council District 3)

LEGEND

- CITY LIMITS
- PARCEL
- PRIVATE BLDGS



July 27, 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.

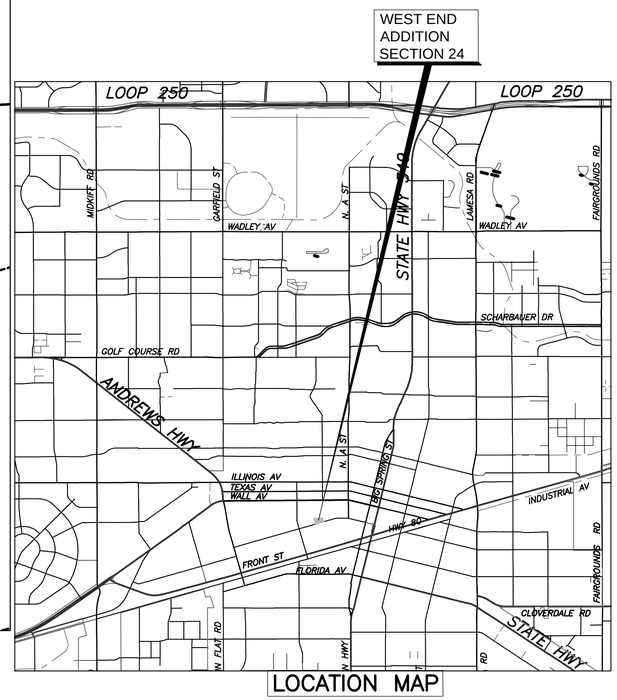
WEST END ADDITION SECTION 24

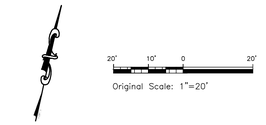
Being a Replat of Lots 1 and 2, Block 37
West End Addition
City and County of Midland, Texas

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.*







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\10762103_GSG\N01_DWG\050_CIVIL\03_PLAT\TMD02_SKPLU079.SKPL 4-28-2021.dwg, SKPL, 5/3/2021 12:17:26 PM, JWallender









City Council Meeting

Item Number: 25

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

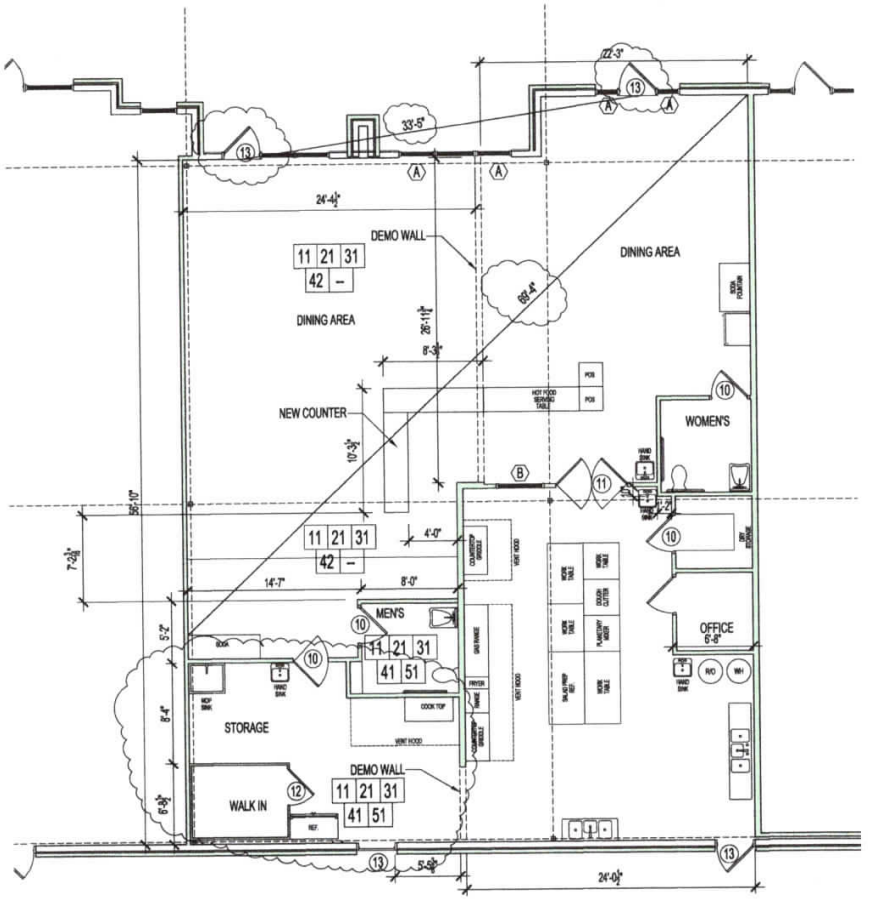
APPROVED AS TO CONTENT
AND COMPLETENESS:

_____
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

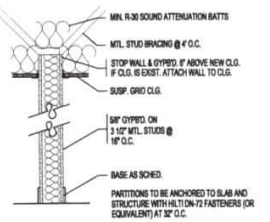
FINISH SCHEDULE

10 DOOR
A WINDOW
60 NOTES

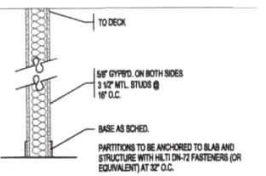
DOOR
10 3' - 0" X 6' - 8" X 1 3/4" HOLLOW CORE DOOR IN METAL FRAME
11 6' - 0" X 6' - 8" X 1 3/4" HOLLOW CORE DOUBLE SALOON DOORS IN METAL FRAME
12 PRE FABRICATED WALK IN DOOR
13 EXISTING DOOR

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

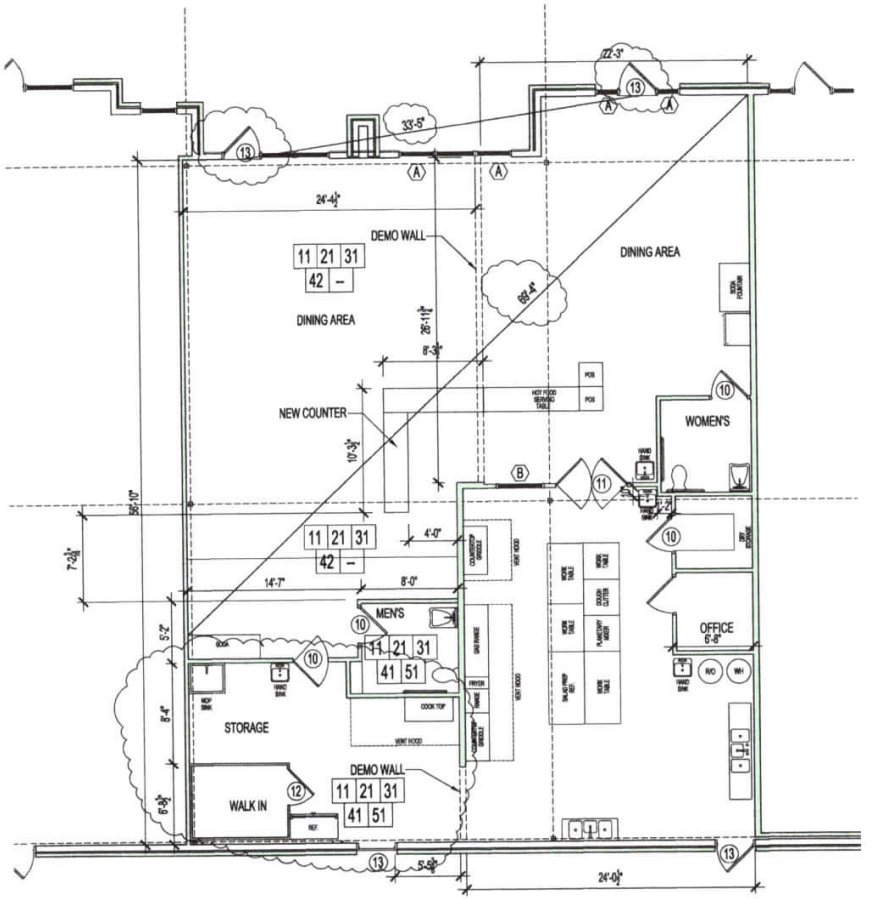
1	FINAL PLAN	08/12/18
2	REVISIONS	03/14/19

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

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

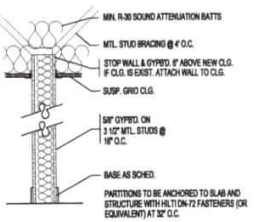
FINISH SCHEDULE

(10) DOOR
(A) WINDOW
60 NOTES

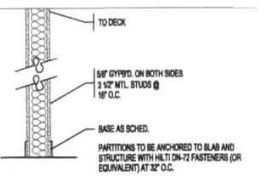
DOOR
(10) 3' - 0" X 6' - 8" X 1 3/4" HOLLOW CORE DOOR IN METAL FRAME
(11) 6' - 0" X 6' - 8" X 1 3/4" HOLLOW CORE DOUBLE SALOON DOORS IN METAL FRAME
(12) PRE FABRICATED WALK IN DOOR
(13) EXISTING DOOR

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	08/12/19
2	REVISIONS	03/14/19
No.	Revision/Issue	Date

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)* Printed Name: Alvaro Reyes Jr			Phone (432) 254-2680 Email Mabel1977@hotmail.com
Address 6002 Pedernales Dr	City Midland	State TX	Zip 79707
Property Owner Printed Name: Borgata Partners LLC			Phone (432) 940-5155 Email jmorrow.office@gmail.com
Address 3501 N Industrial Ave	City Midland	State TX	Zip 79703
Representative *(if different from Applicant or Property Owner)* Firm: _____ Printed Name:			Phone ( ) Email
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.

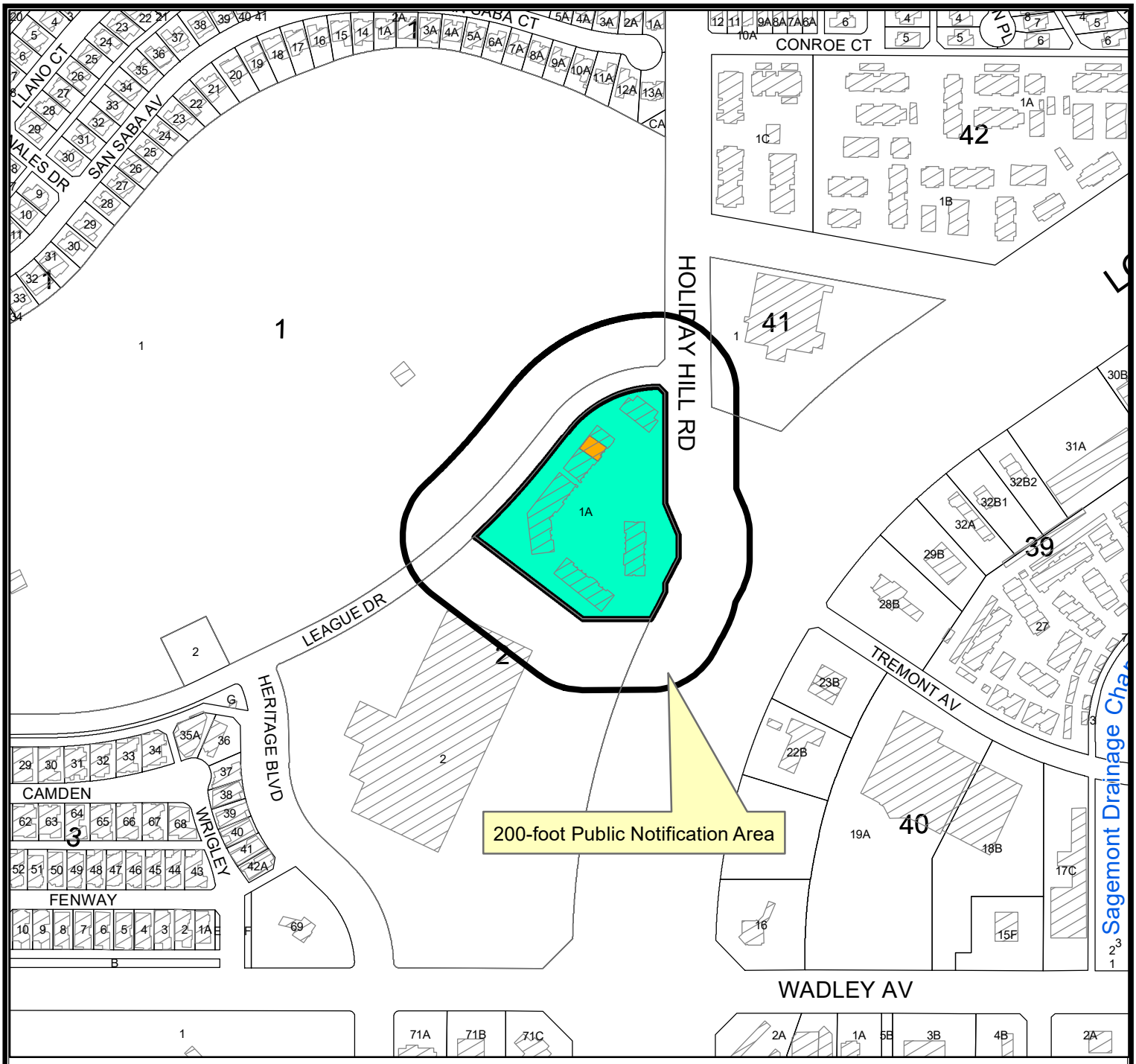
_____
NOTARY PUBLIC, MIDLAND COUNTY, TEXAS

****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.



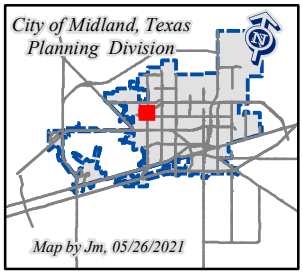
LOCATION MAP

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)

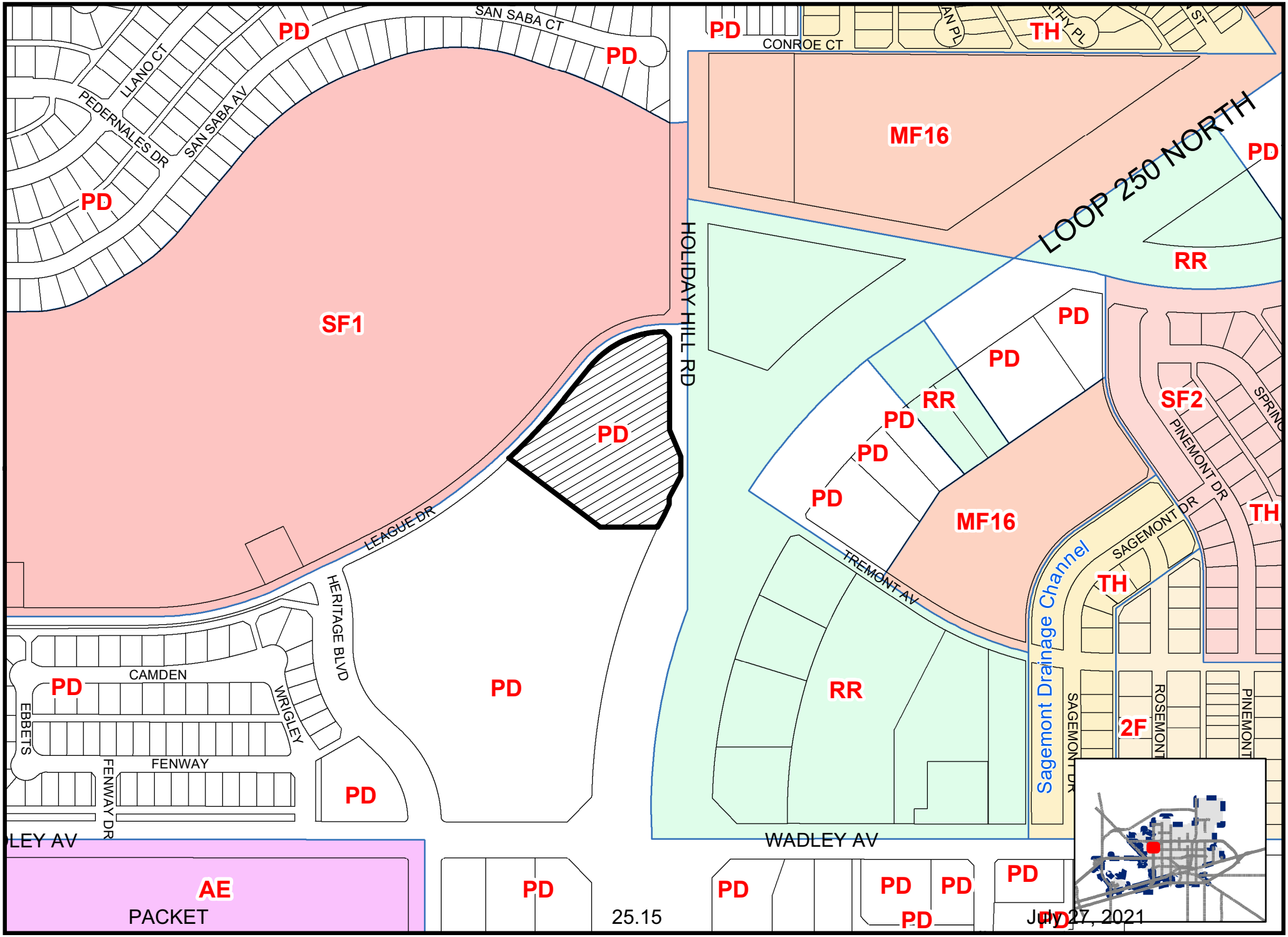
LEGEND

- CITY LIMITS
- PARCEL
- PRIVATE BLDGS



PACKET 25.14

July 27, 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

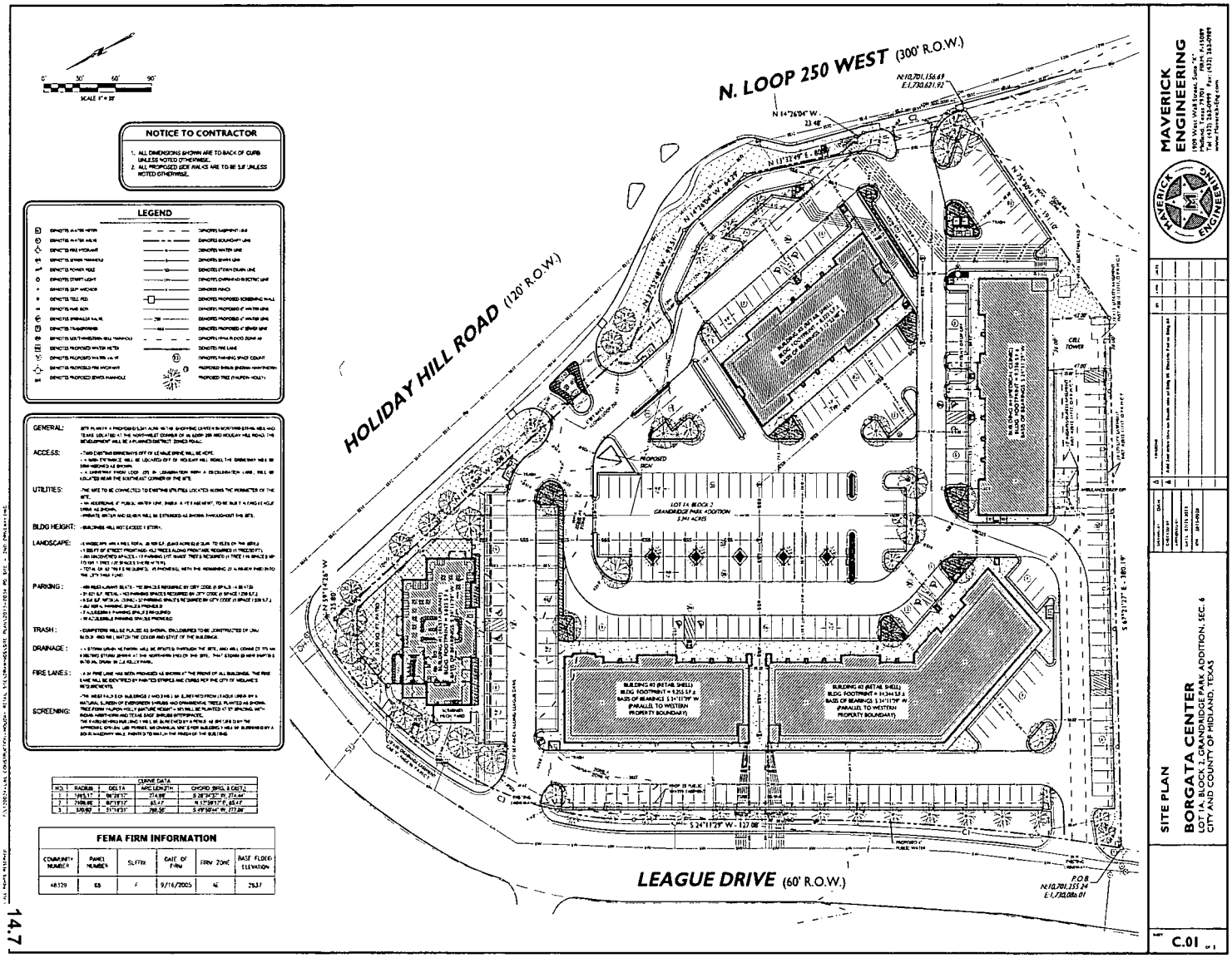
APPROVED AS TO CONTENT
AND COMPLETENESS:

Frank Salvato, Assistant City Manager

Charles Harrington, Director of Development Services

APPROVED ONLY AS TO FORM:

John Ohlemiller, City Attorney



14.7

EXHIBIT A


BOWL


17-7


TEA GO
CYCLEBAR
Jamba Juice
optometry
Family Medicine


SPEED LIMIT
40
BOWL

City Council Meeting

Item Number: 26

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
26.14
July 27, 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
26.15
July 27, 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'.

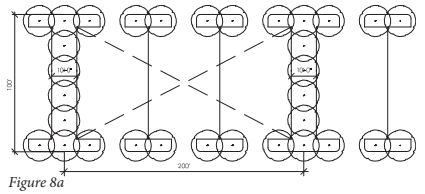


Figure 8a
MAXIMUM PARKING AREA

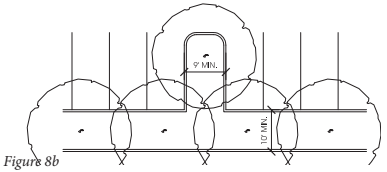


Figure 8b
LANDSCAPE ISLANDS

PACKET
26.16
July 27, 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
26.17
July 27, 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
26.18
July 27, 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

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

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



PACKET
26.24
July 27, 2021

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
26.25
July 27, 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'.

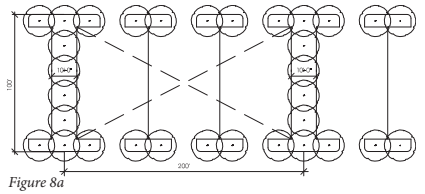


Figure 8a
MAXIMUM PARKING AREA

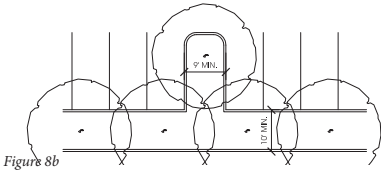


Figure 8b
LANDSCAPE ISLANDS

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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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July 27, 2021

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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July 27, 2021

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.

PACKET
26.29
July 27, 2021

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.

NOTARY PUBLIC STATE OF TEXAS
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

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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.

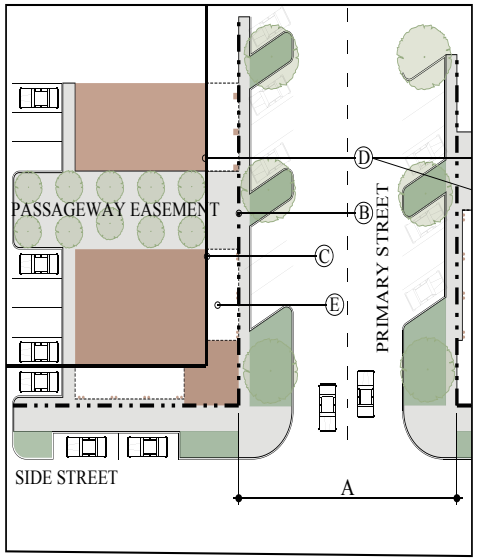
THE REGULATING PLAN

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).



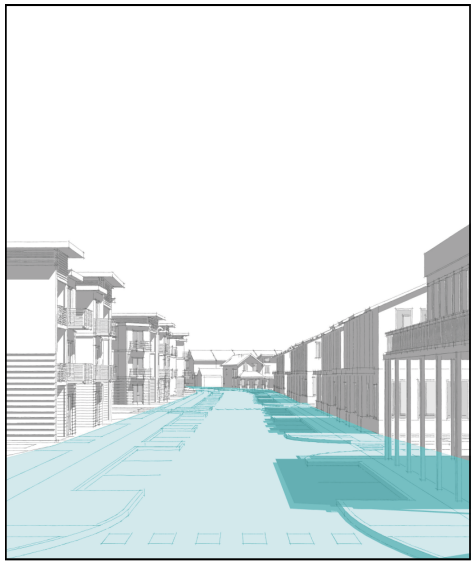
THE FRONTAGE TYPES

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

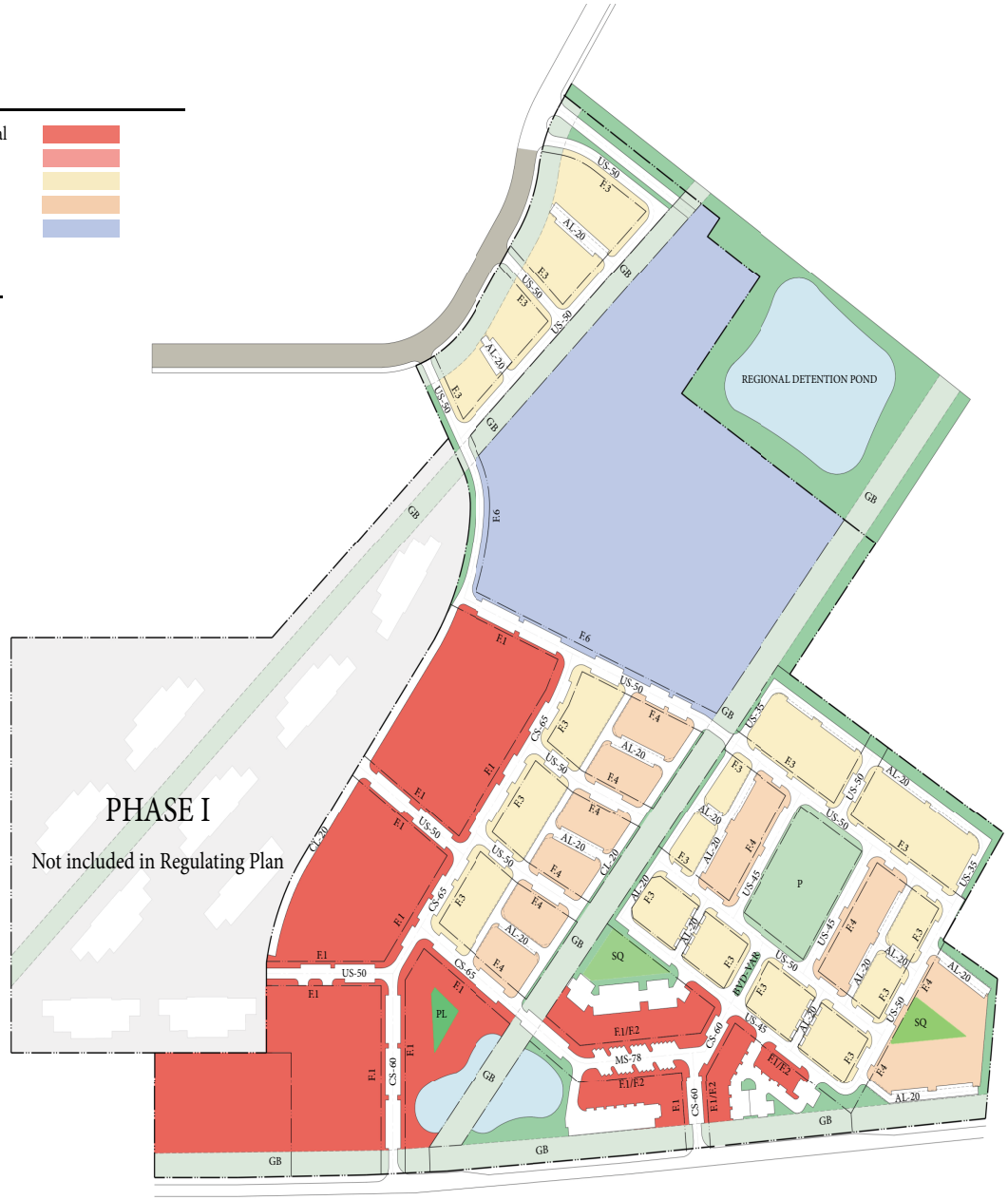
F1	(Section 4.1) Type F1:	Main Street Commercial
F2	(Section 4.2) Type F2:	Live/Work
F3	(Section 4.3) Type F3:	Townhouse
F4	(Section 4.4) Type F4:	Side Yard House
F5	(Section 4.5) Type F5:	Education / Civic

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

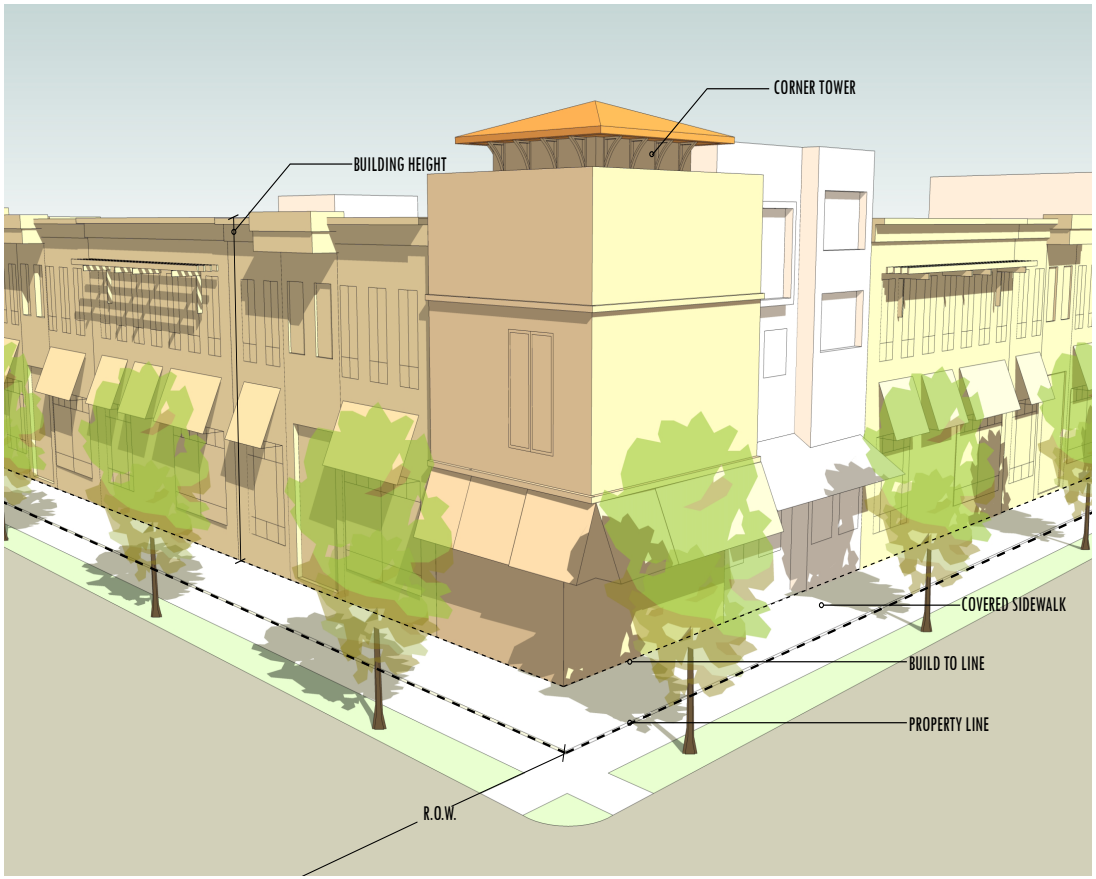
0 300' 600' 900'

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

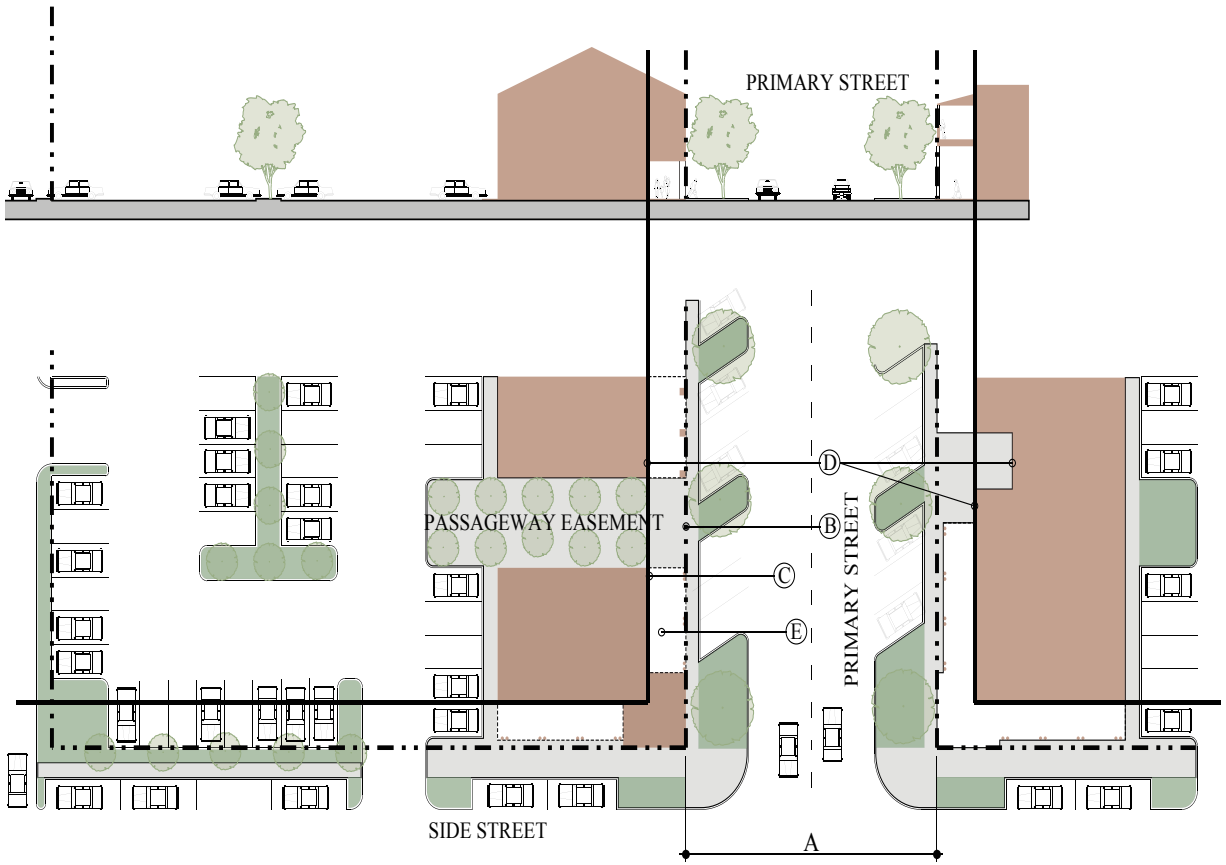


Figure 4.1 Frontage Type - Main Street Commercial

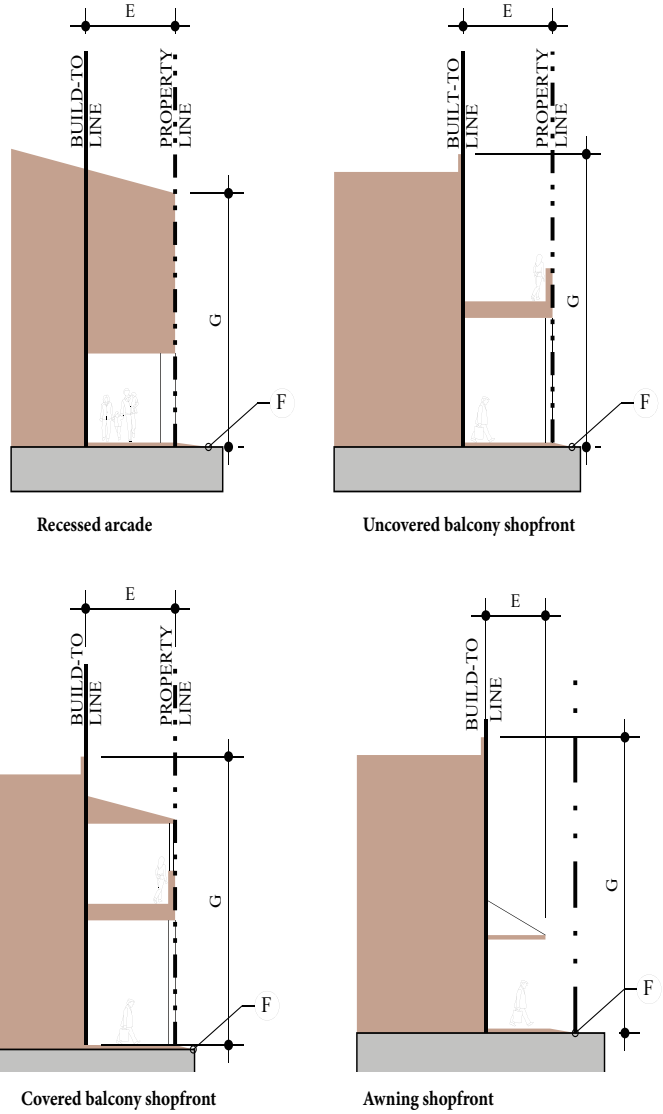


Figure 4.1A
STREET FRONTAGE ARCHITECTURAL OPTIONS

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.

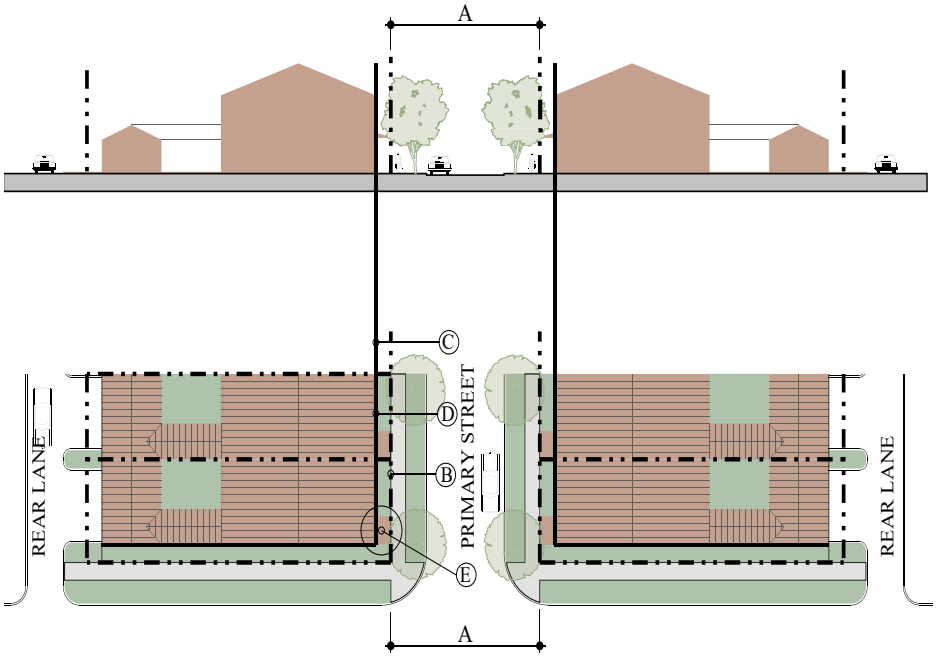


Figure 4.2: Frontage Type- - Livework

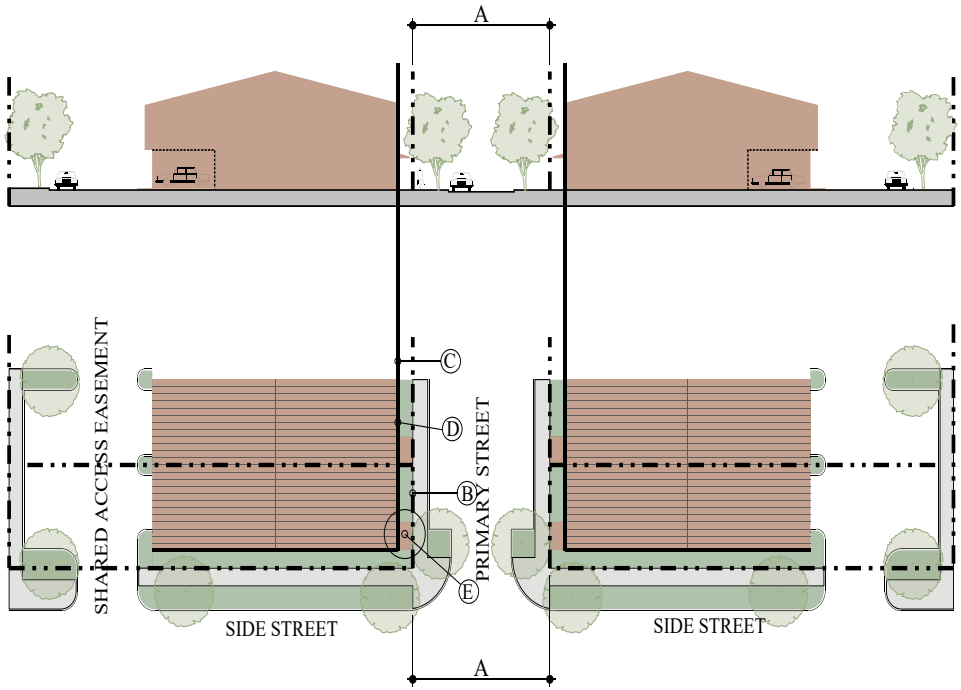


Figure 4.2a
TYPE F2 with TUCK-UNDER GARAGE

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

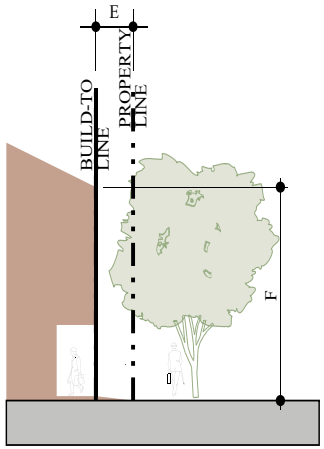


Figure 4.2b
TYPE F2 with RECESSED STOOP

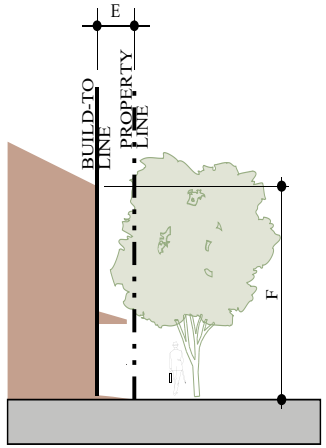


Figure 4.2c
TYPE F2 with PROJECTING STOOP

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.

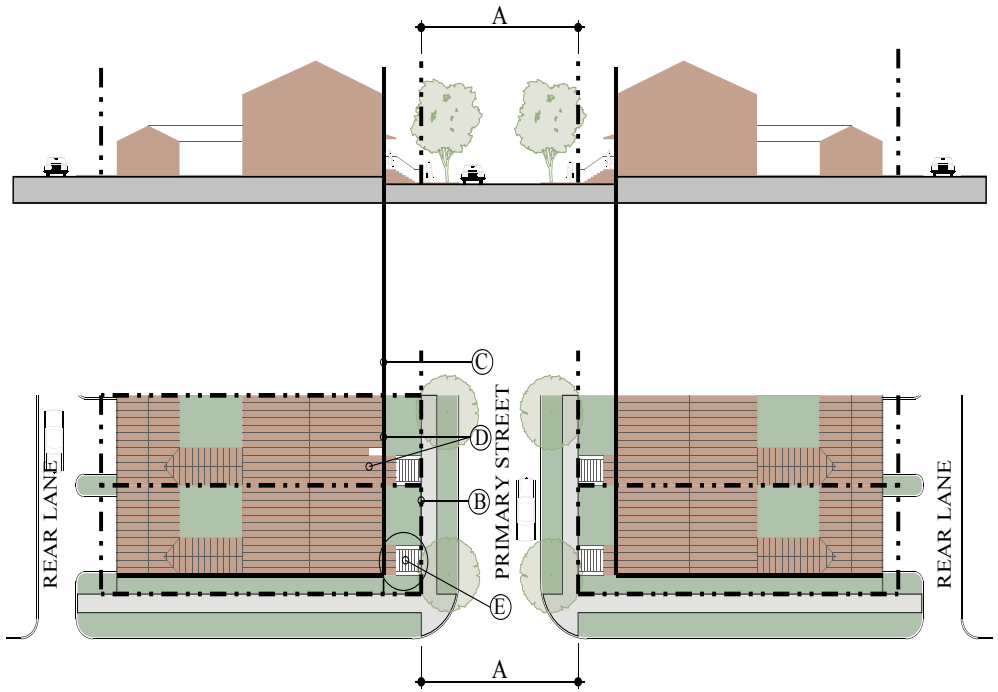


Figure 4.3: Frontage Type - Townhouse

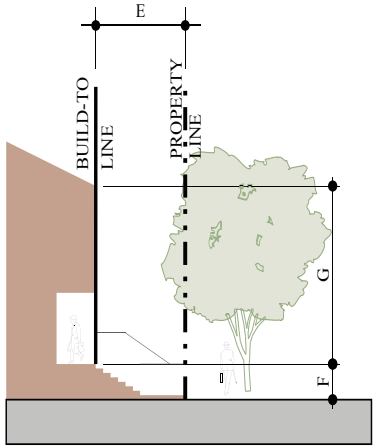


Figure 4.3a
TYPE F3 with RECESSED STOOP

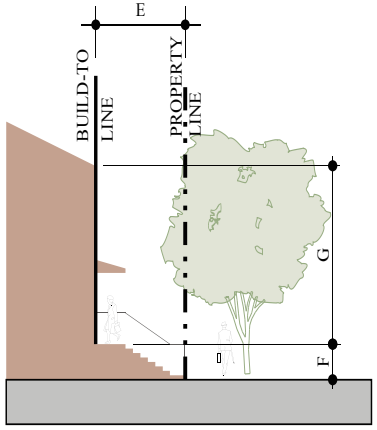


Figure 4.3b
TYPE F3 with PROJECTING STOOP

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.

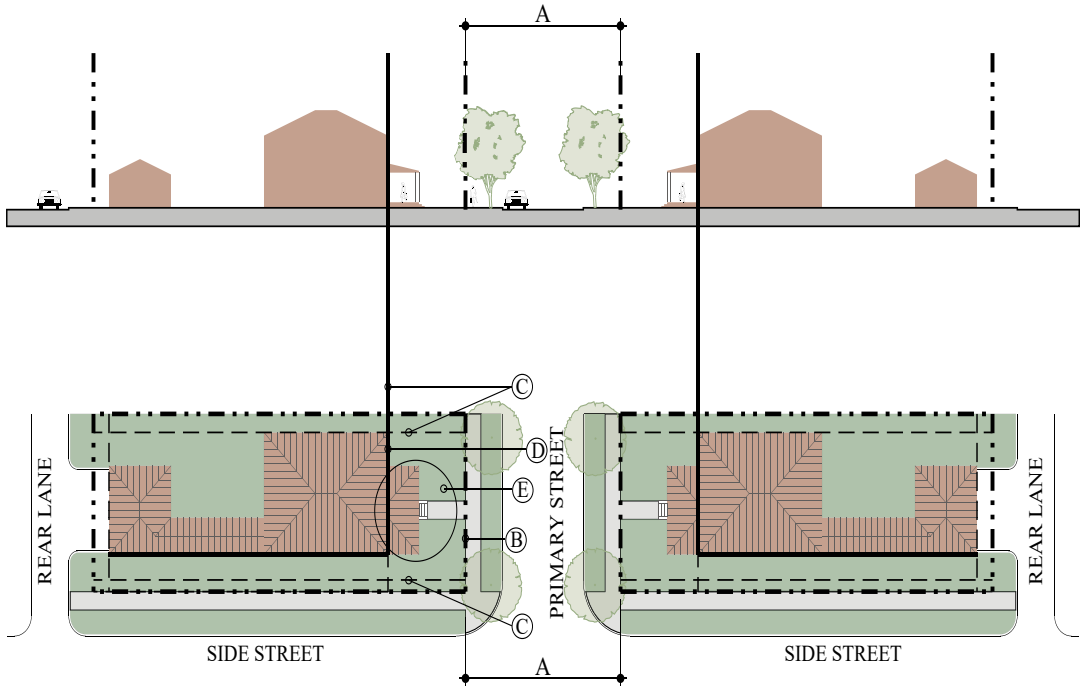


Figure 4.4: Frontage Type - Sideyard

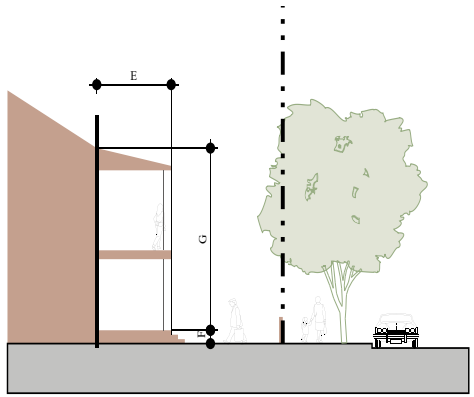


Figure 4.4a
TYPE F4 with COLONNADE

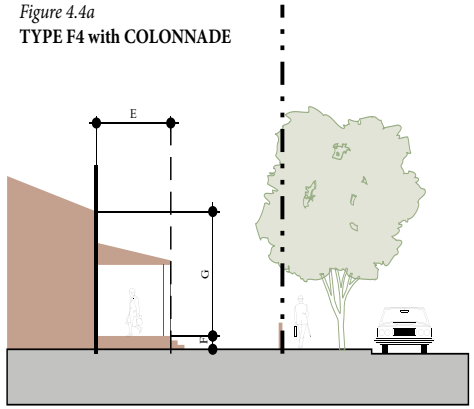


Figure 4.4b
TYPE F4 with ONE STORY PORCH

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.

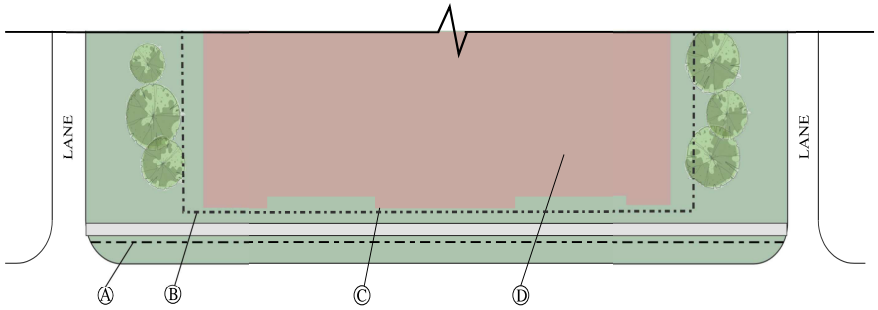


Figure 4.5: Frontage Type - Education

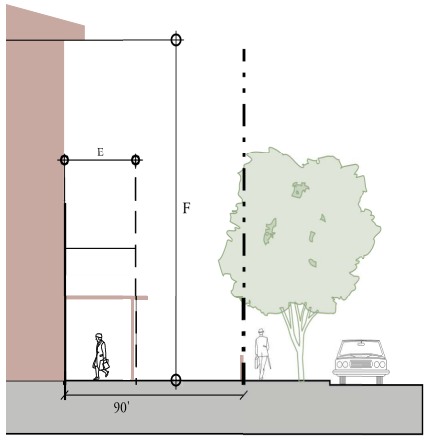


Figure 4.5a
TYPE F5 with ONE STORY PORCH

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

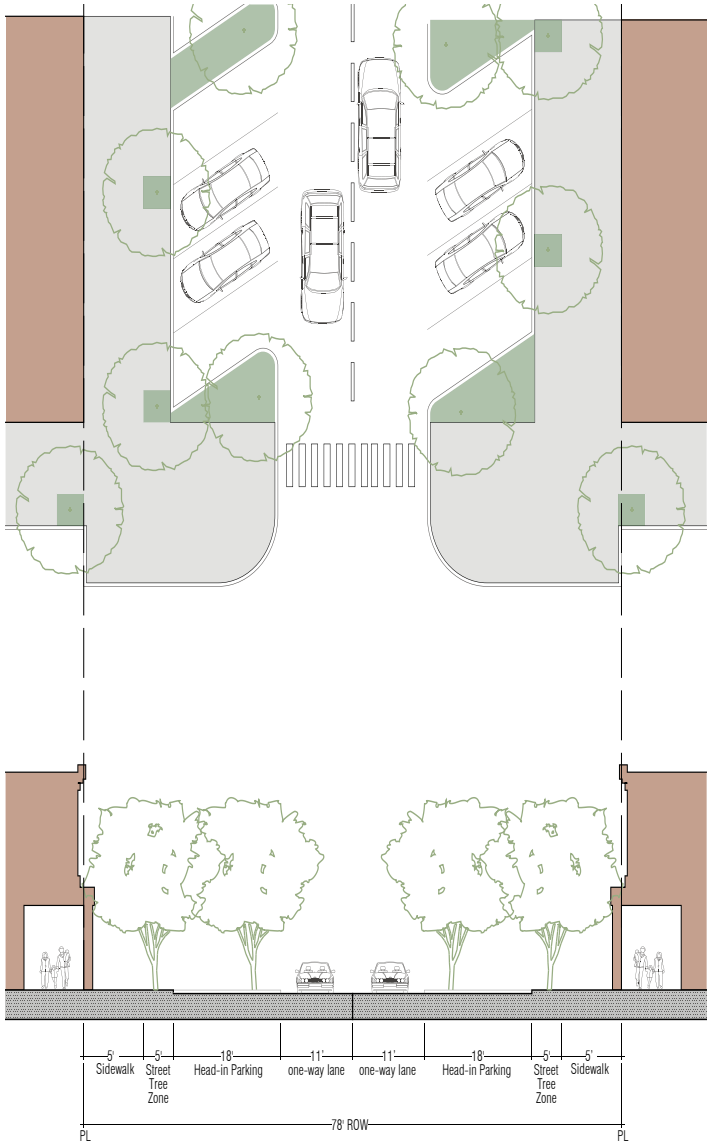
OWNERSHIP AND MAINTENANCE

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

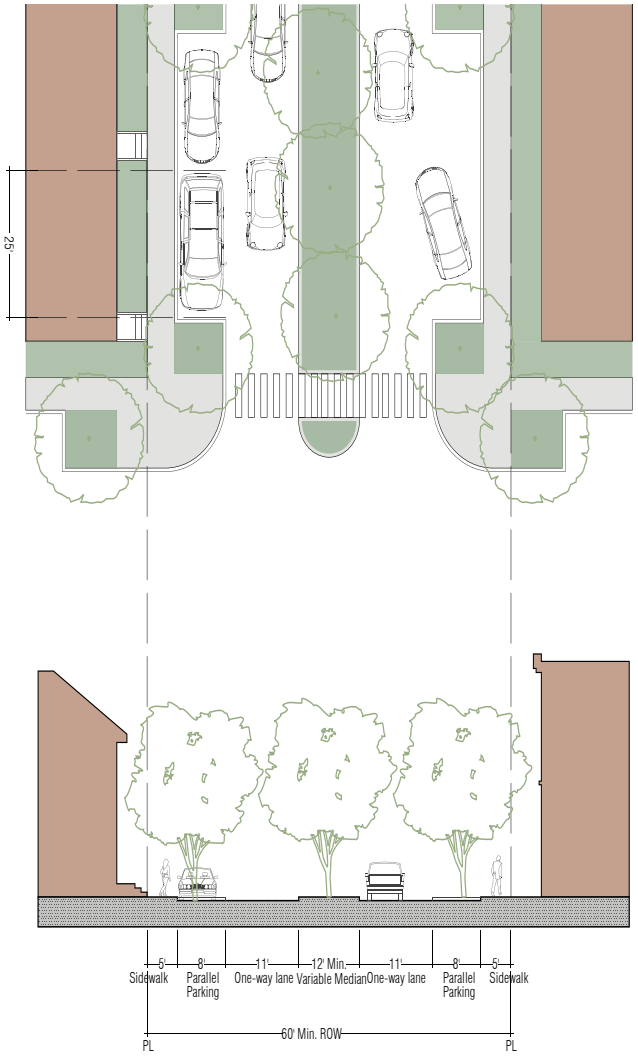
Street Type MS-78 : Main Street 78' R.O.W.



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.

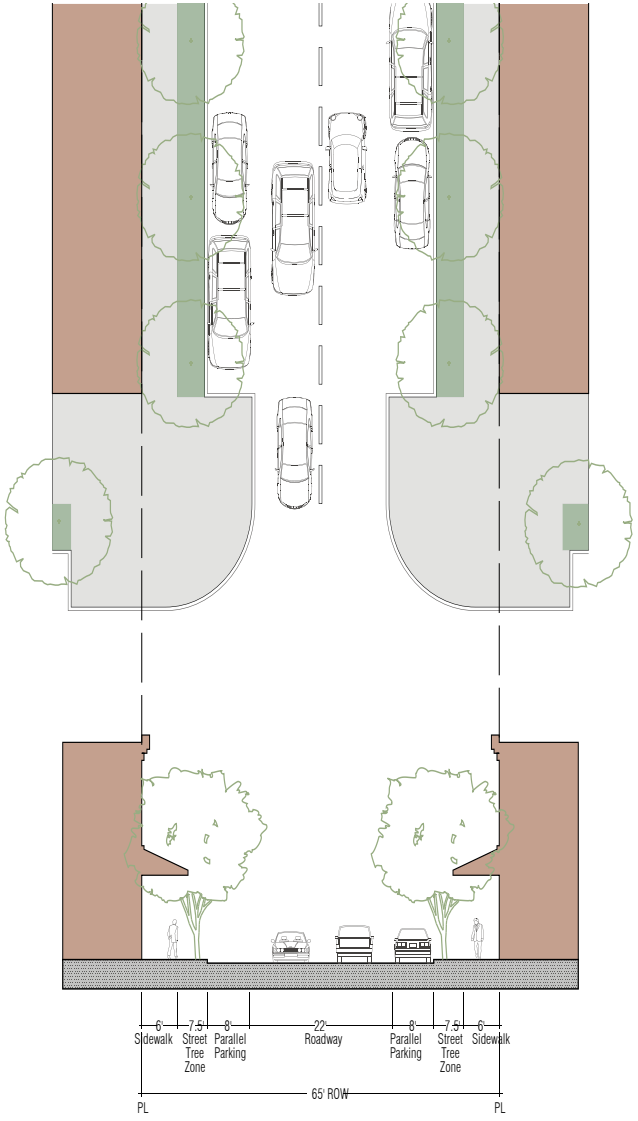


ROW	Min. 60'
DESIGN SPEED	25 mph
PAVEMENT WIDTH	38'
PARKING	Parallel either side (or none)
CURB RADIUS	20' radius at street corners
STREET TREES	30' o.c.
MIN. CENTERLINE RADII.	166'

PACKET

Section 5.3

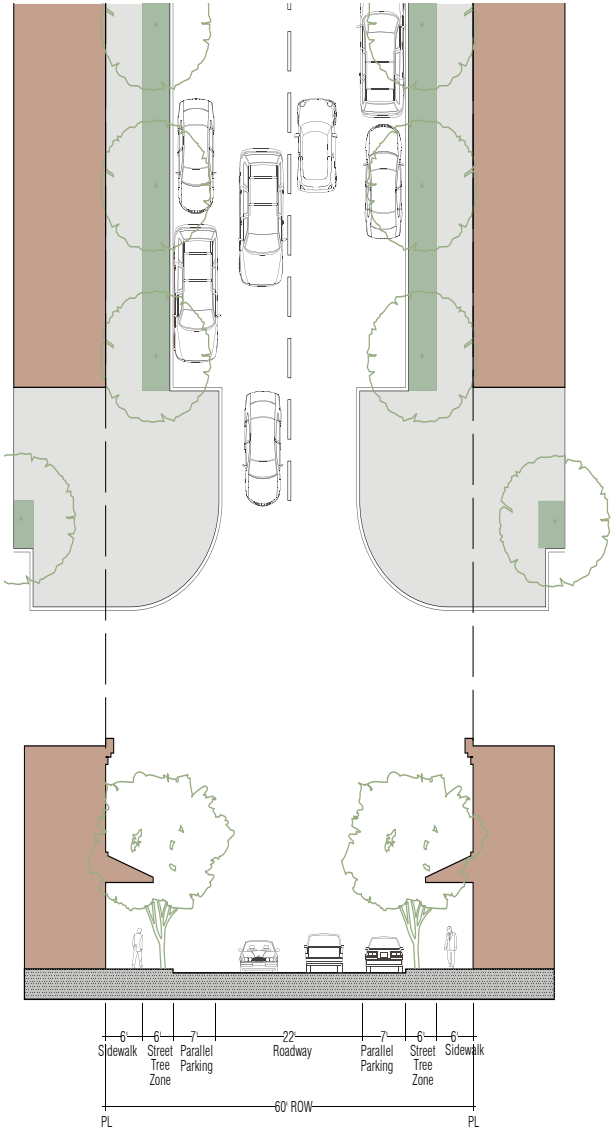
Street Type CS-65 : Commercial Street 65' R.O.W.



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.

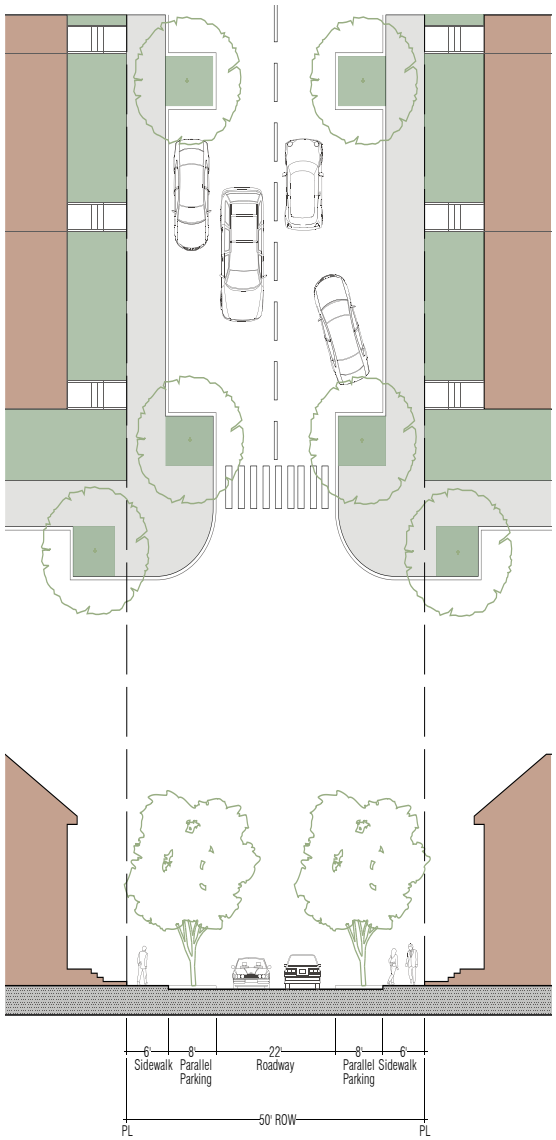


ROW	60'
DESIGN SPEED	25 mph
PAVEMENT WIDTH	22'
PARKING	None
CURB RADIUS	20' radius at street corners
STREET TREES	30' o.c.
MIN. CENTERLINE RADII	166'

PACKET

Section 5.5

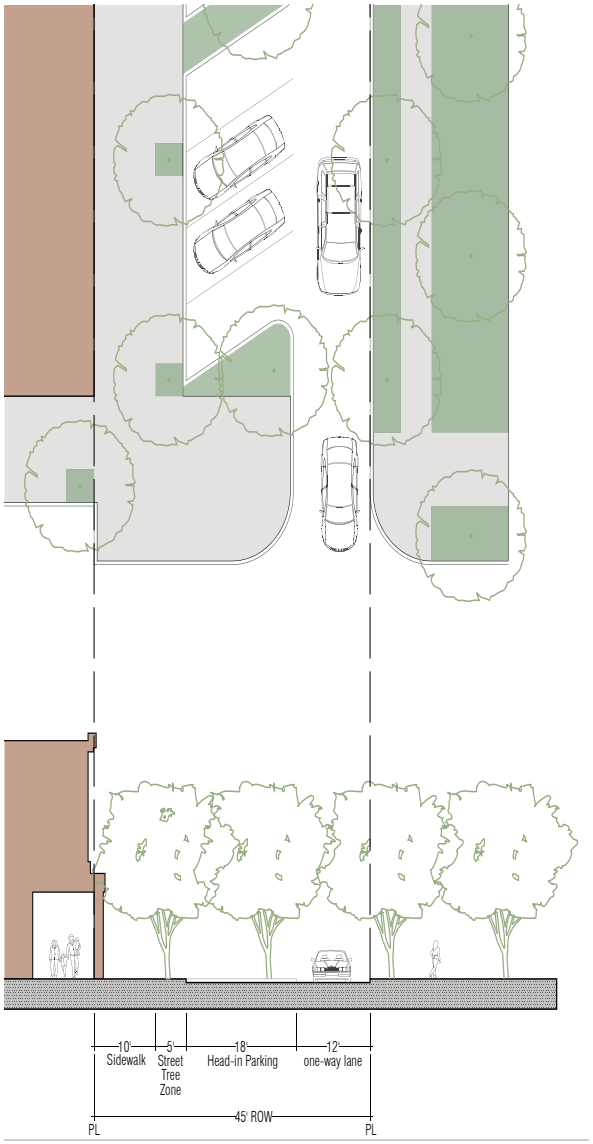
Street Type US-50 : Urban Street 50′ R.O.W.



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.

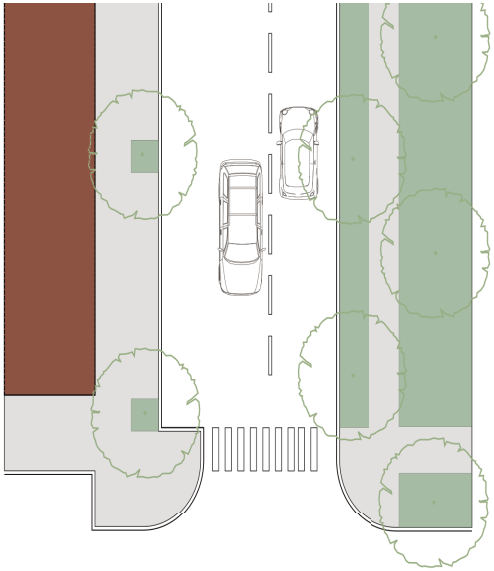


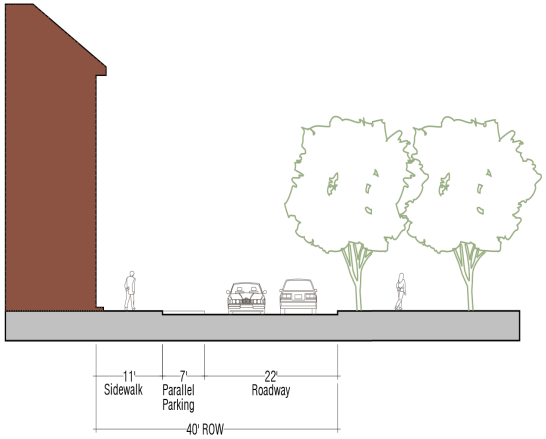
ROW	45′
DESIGN SPEED	20 mph
PAVEMENT WIDTH	30′
PARKING	Parallel or Head-in Parking one side
CURB RADIUS	20′ radius at street corners
STREET TREES	30′ o.c.
MIN. CENTERLINE RADII.	90′

PACKET

Section 5.7

Street Type US-40 : Urban Street 40' R.O.W.

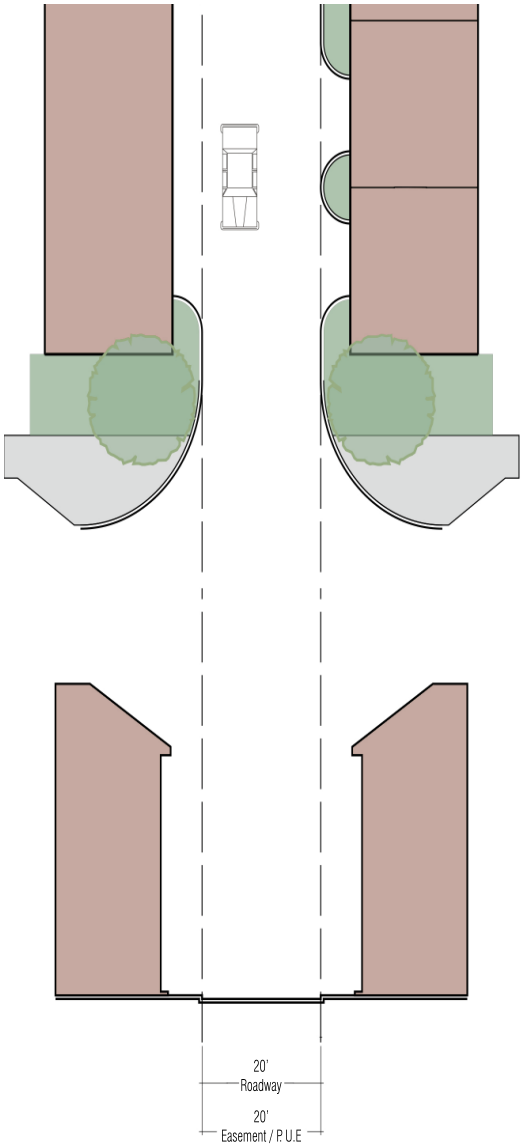




ROW/EASEMENT	40'
DESIGN SPEED	20 mph
PAVEMENT WIDTH	29'
PARKING	Parallel one side
CURB RADIUS	20' radius at street corners
STREET TREES	None
MIN. CENTERLINE RADII.	90

Section 5.8

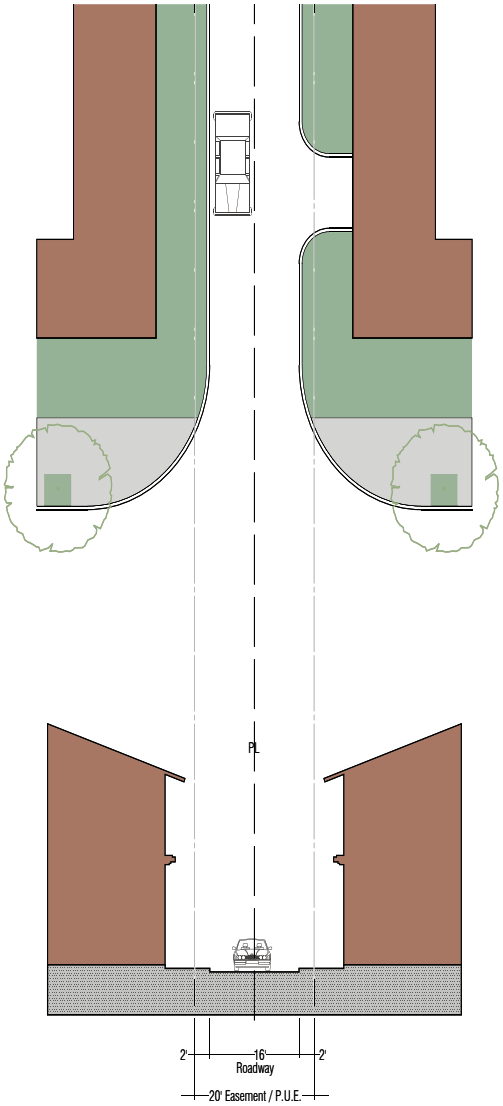
Street Type CL-20 : Commercial Alley 20' Easement



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.

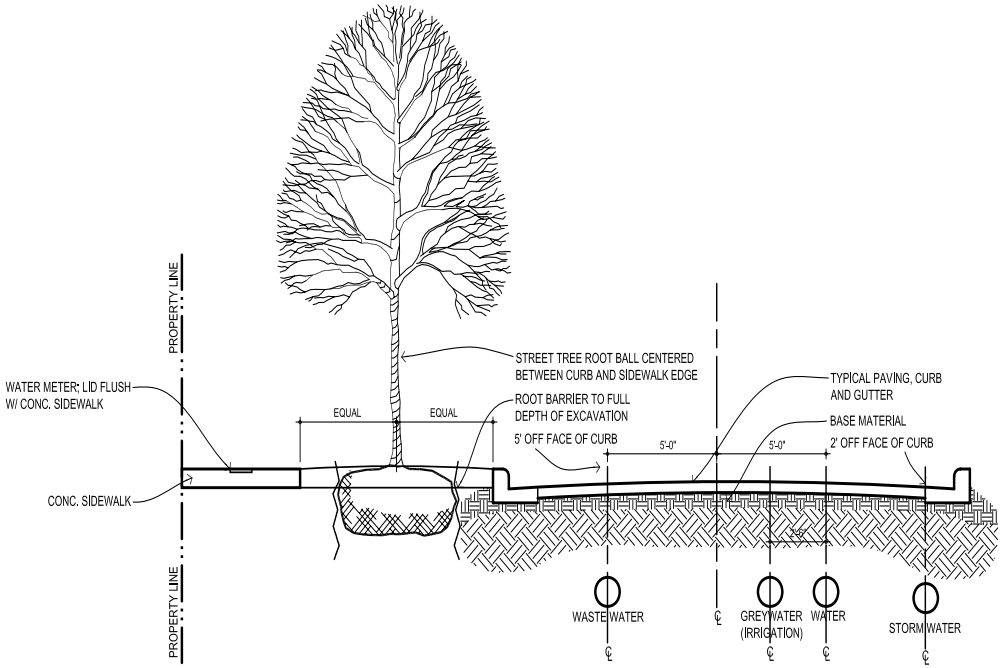
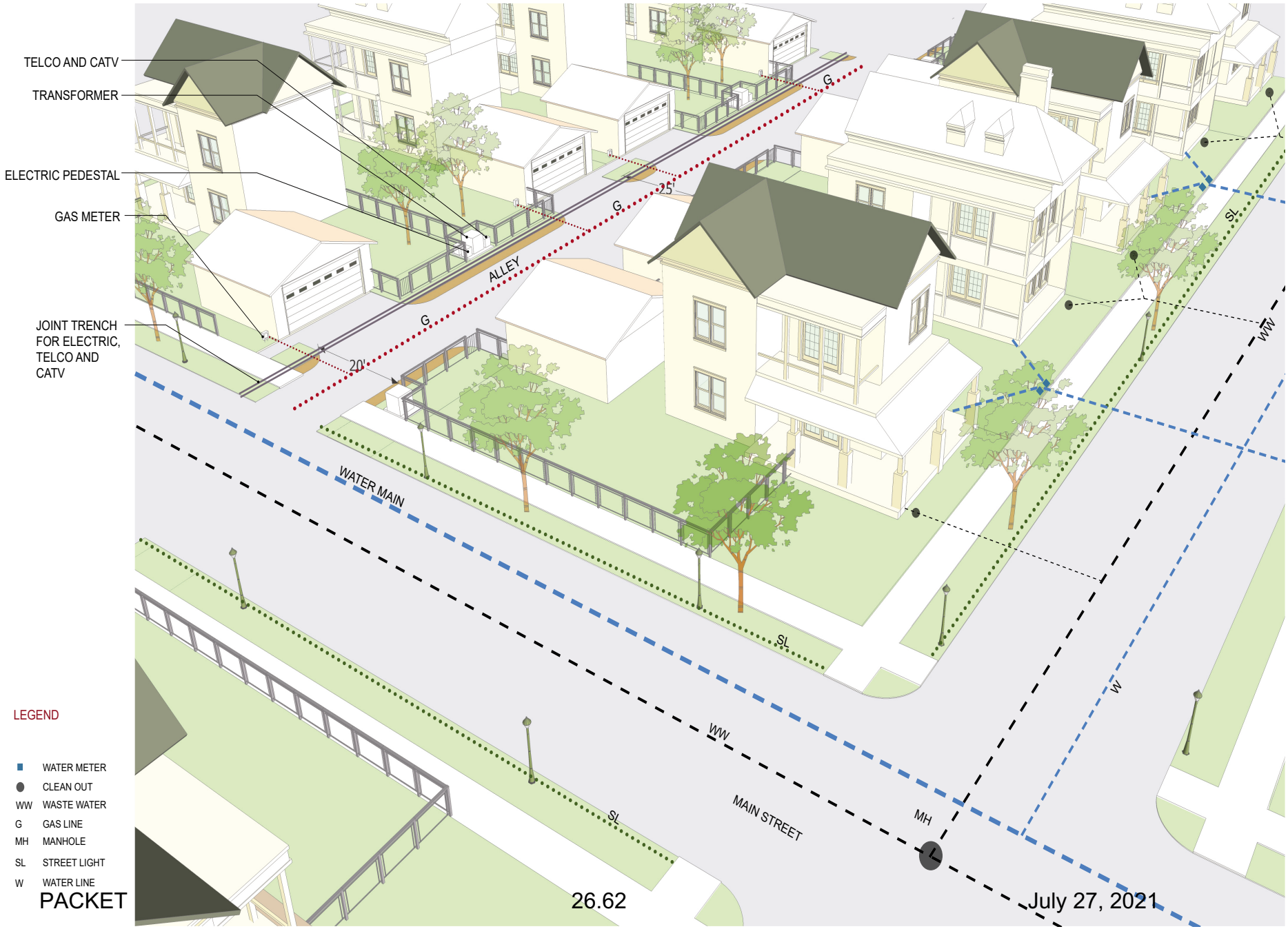


Figure 6a: **Typical Utility Corridor Section**

Fig. 6b: Assignments



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

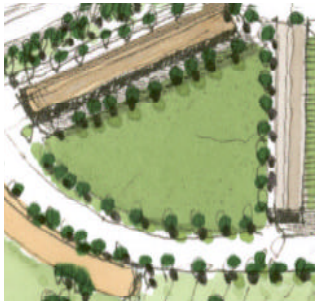


Figure 7c
GREEN

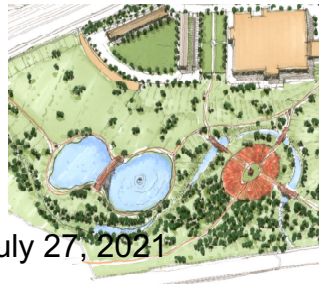


Figure 7d
GREENBELT

PACKET 26.63 July 27, 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'.

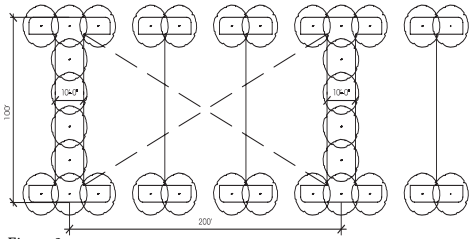


Figure 8a
MAXIMUM PARKING AREA

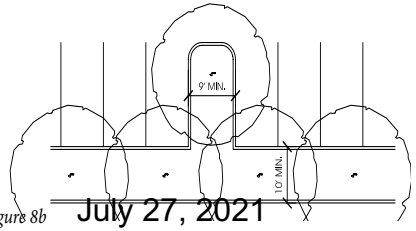


Figure 8b
LANDSCAPE ISLANDS

PACKET
26.64
July 27, 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.

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;

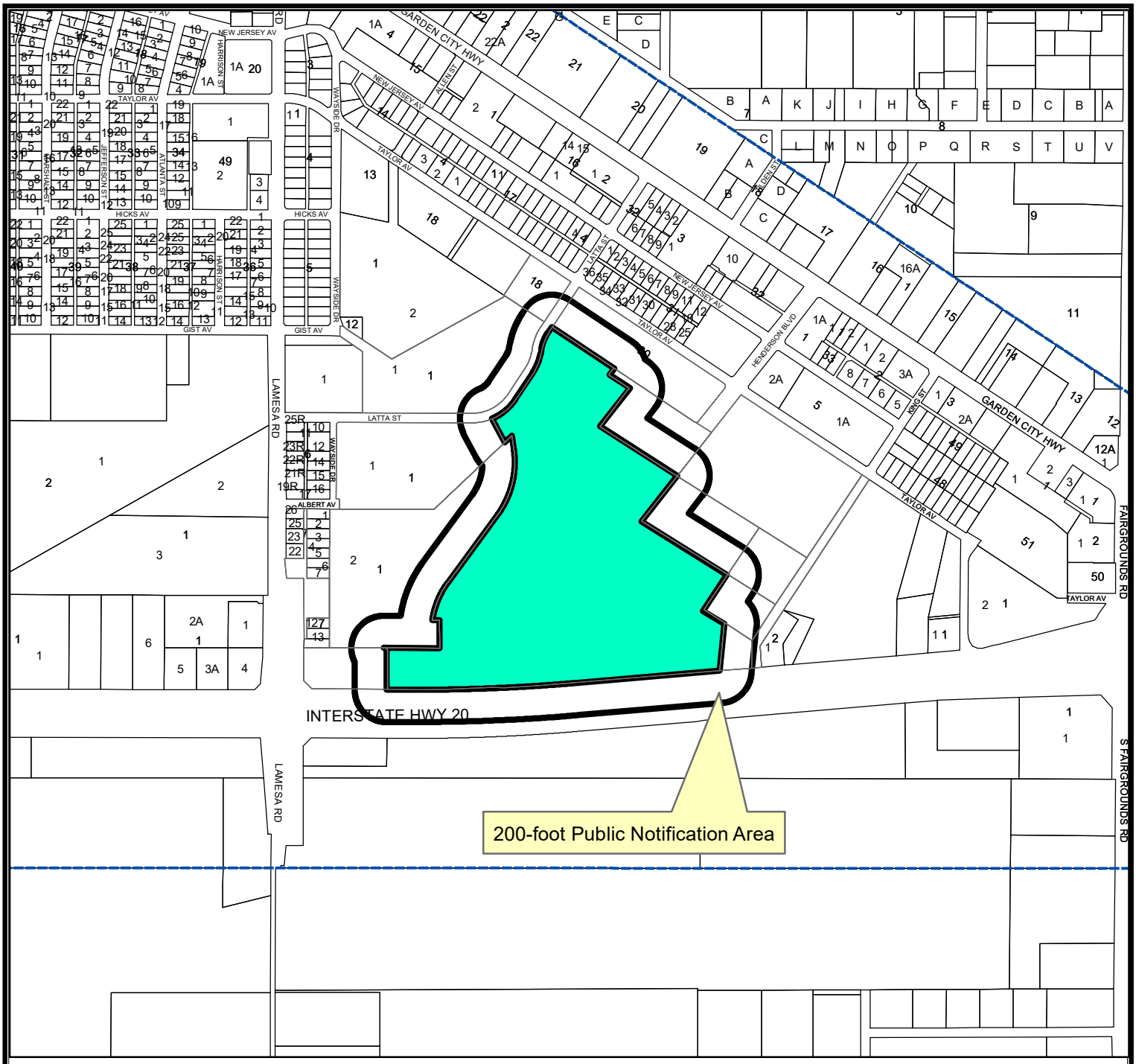
7. Buildings that contain special architectural features to signify entrances to the Neighborhood Center Area and important street intersections; and

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.



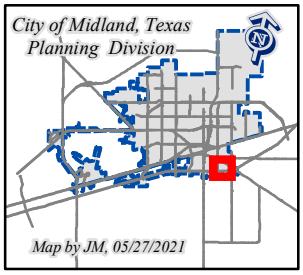
LOCATION MAP

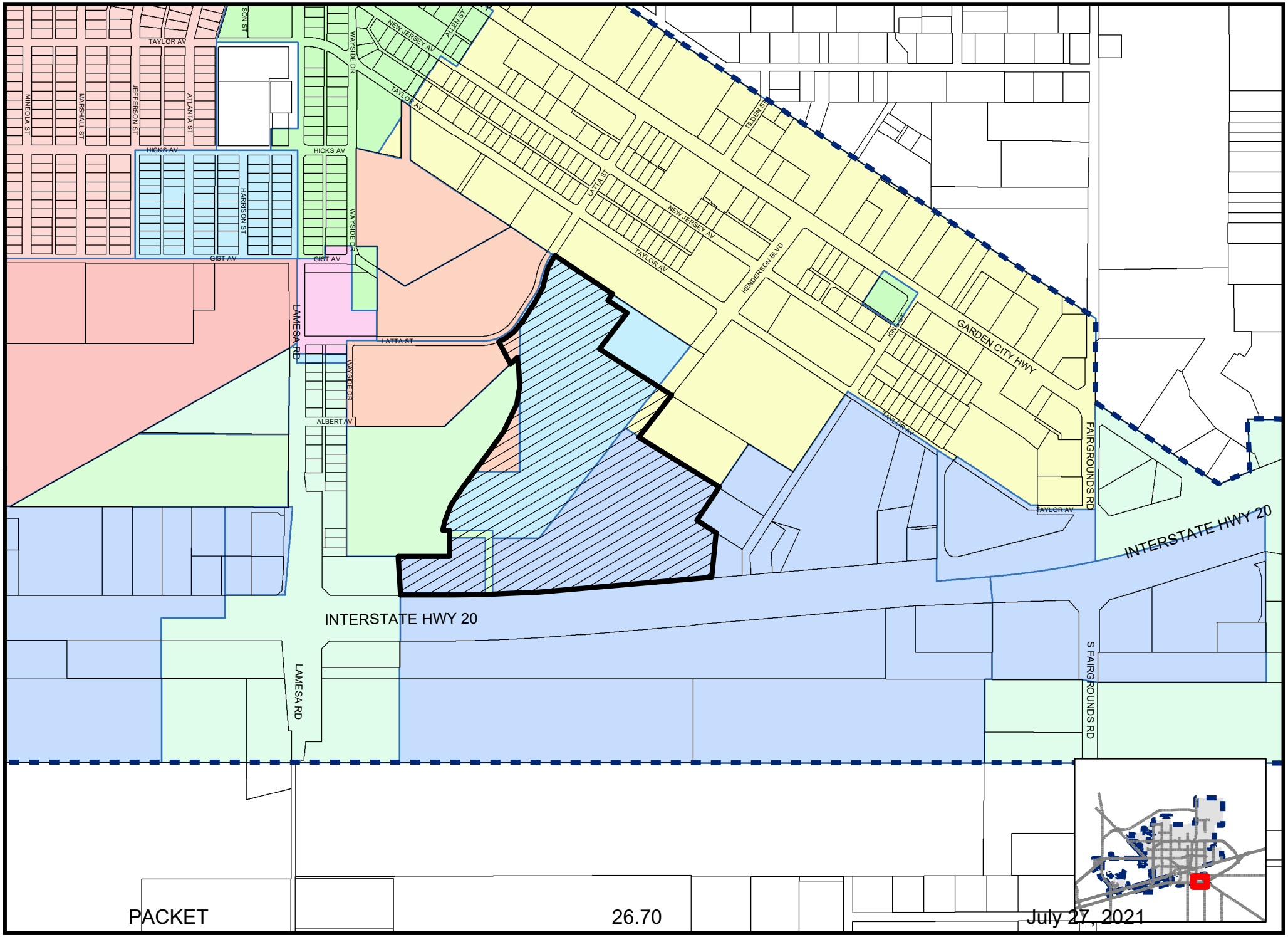
Z-21-0236 **Scale: 1" = 800'**

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 26.70 July 27, 2021

Map By JM, 05/27/2021

Z-21-0236

Scale: 1" = 800'

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: 27

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:

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;

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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;

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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*)

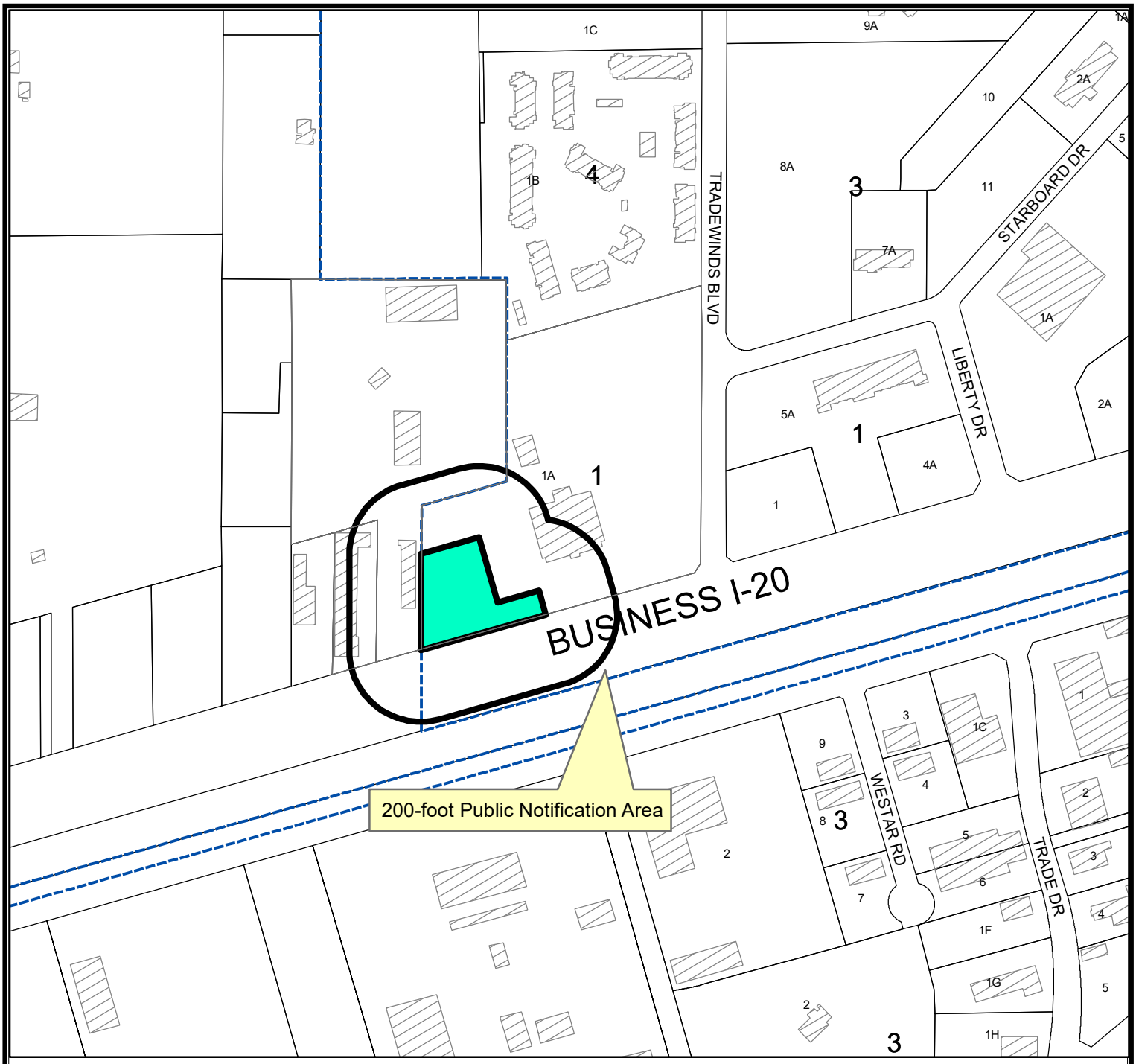
Subscribed and sworn to before me, this _____ day of _____, 20 ___, to certify which witness my hand and seal of office.

_____
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.****



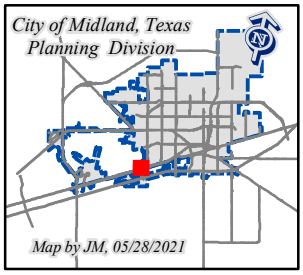
LOCATION MAP

Z-21-0239 **Scale: 1" = 400'**

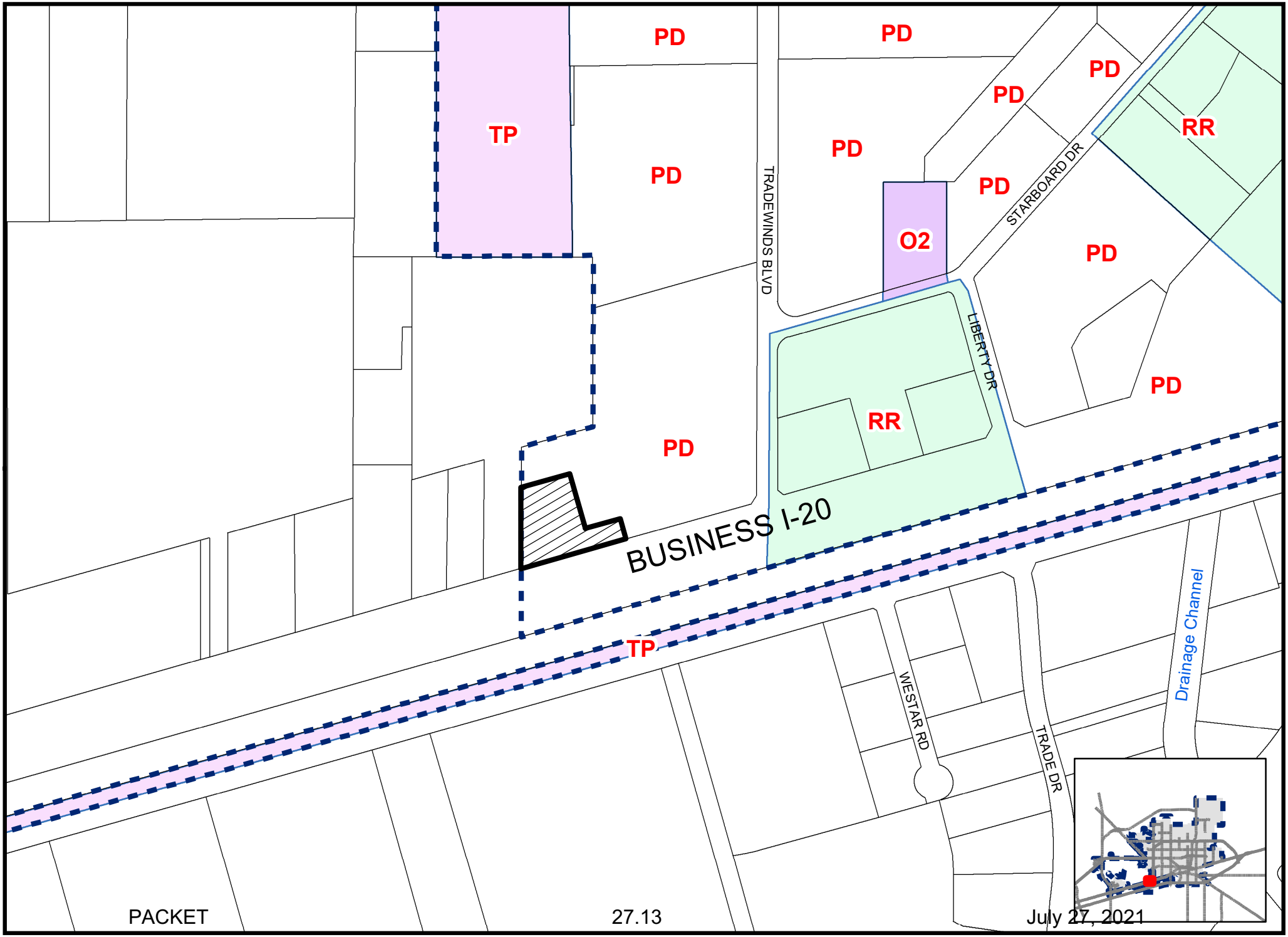
Hold a public hearing and consider a request by Midland 20 DTP, LLC for a zone change from PD, Planned Development District to RR, Regional Retail District on a 1.42-acre portion of Lot 1A, Block 1, Cycles Addition, Section 2, City and County of Midland, Texas.
Generally located on the north side of West Business 20, approximately 450 feet west of South Tradewinds Boulevard. (Council District 4)

LEGEND

- CITY LIMITS
- PARCEL
- PRIVATE BLDGS



July 27, 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.

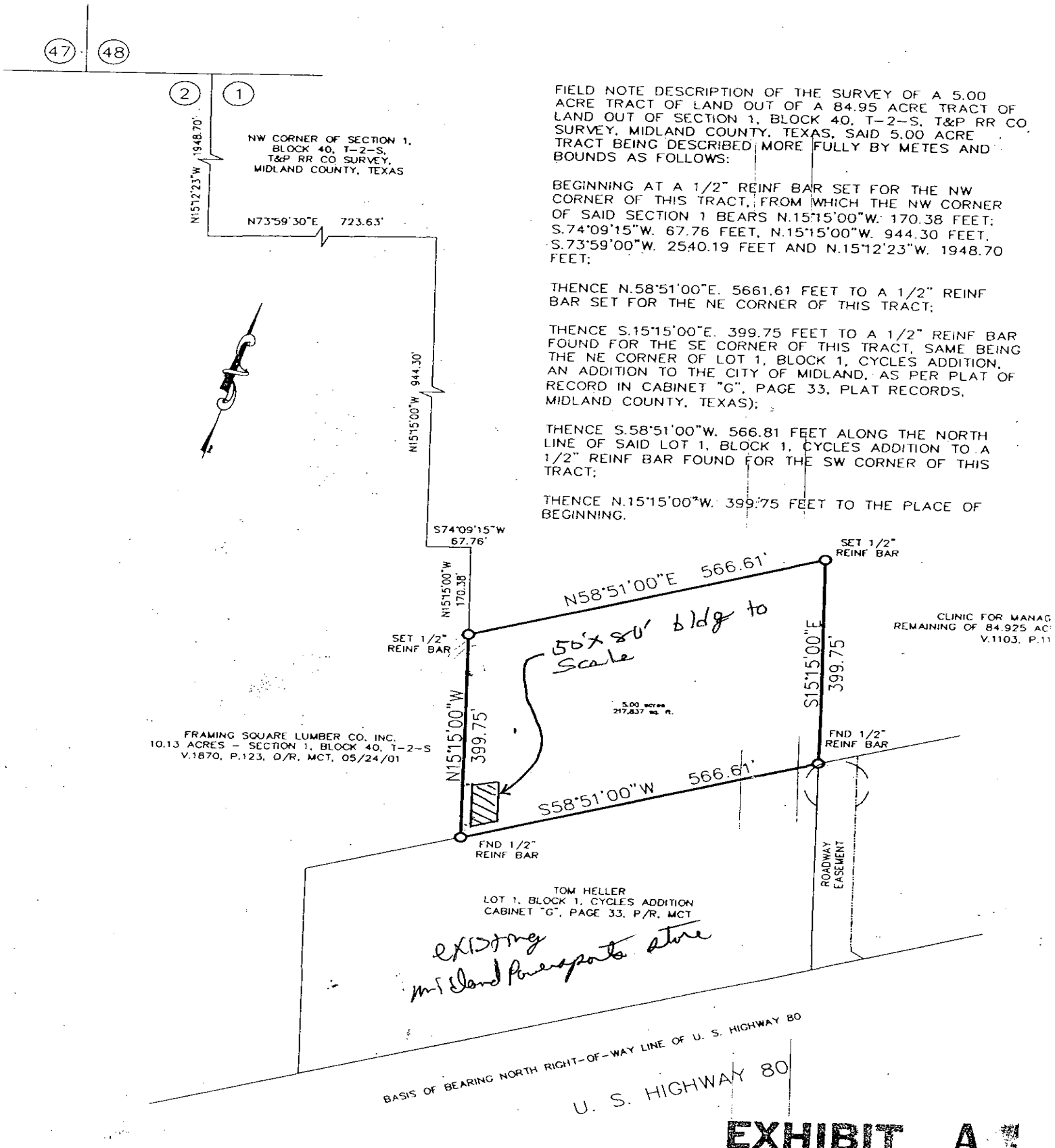
Michael J. Canon, Mayor

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

CASE NO. Z-06-027 17

STATE OF TEXAS REGISTERED CRUSE B. SUDDUTH 5308 PROFESSIONAL LAND SURVEYOR

July 27, 2021

LIENHOLDERS. THOMAS H. HELLER AND CHERYL M. HELLER

) OF THE PREMISES AND TO THE ISSUING TITLE INSURANCE UNDERWRITER.

SURVEY

A 5.00 ACRE T

OUT OF A


FRAMING SQUARE






FRAMING SQUARE
321-1040

City Council Meeting

Item Number: 28

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

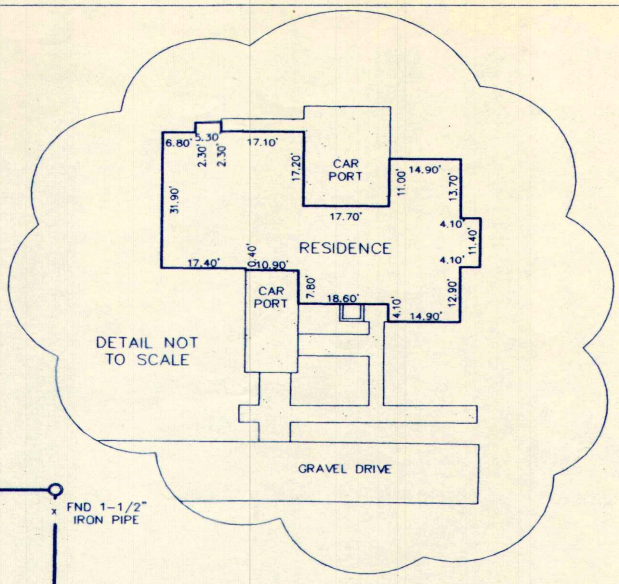
APPROVED ONLY AS TO FORM:

_____
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

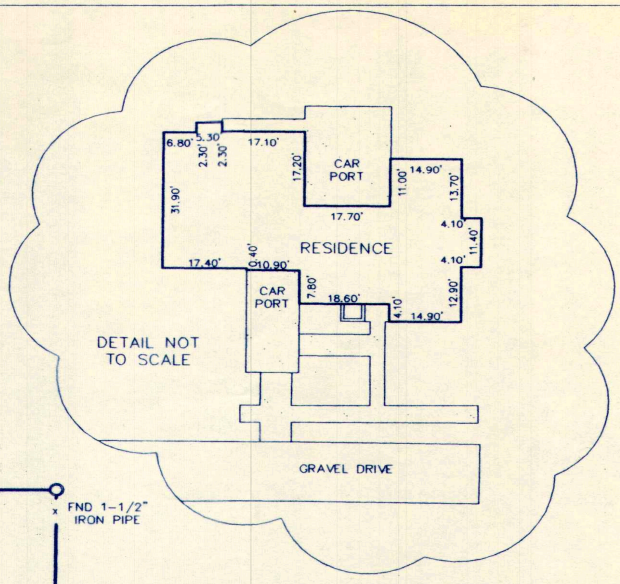
July 27, 2021

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.

THE FOLLOWING BLANKET EASEMENTS AFFECT THIS PROPERTY:
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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;

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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 27, 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*)

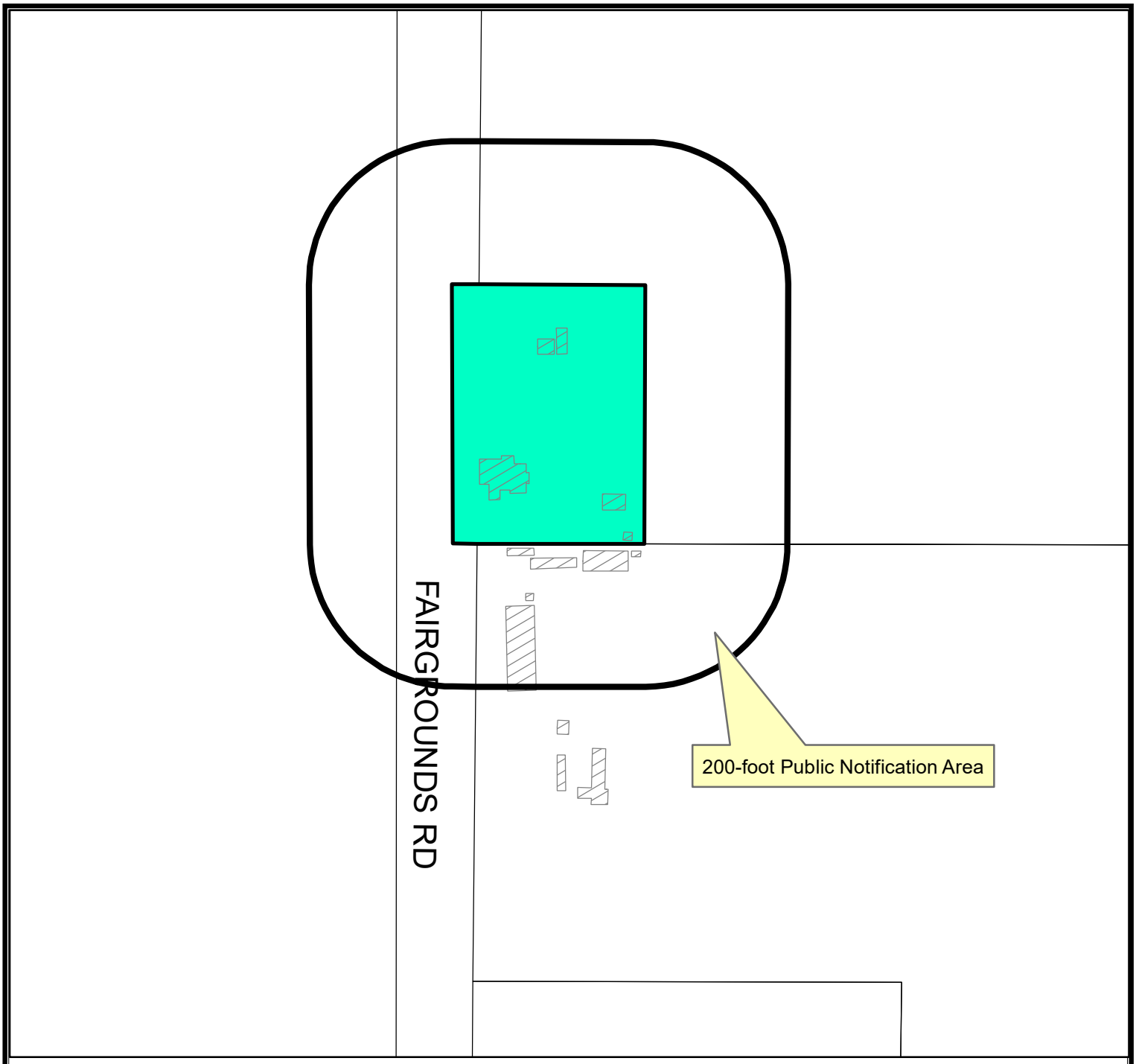
Subscribed and sworn to before me, this_____day of_____, 20____, to certify which witness my hand and seal of office.

_____
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

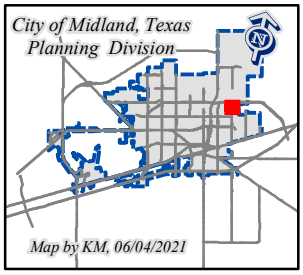
Z-21-0241 **Scale: 1" = 200'**

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.

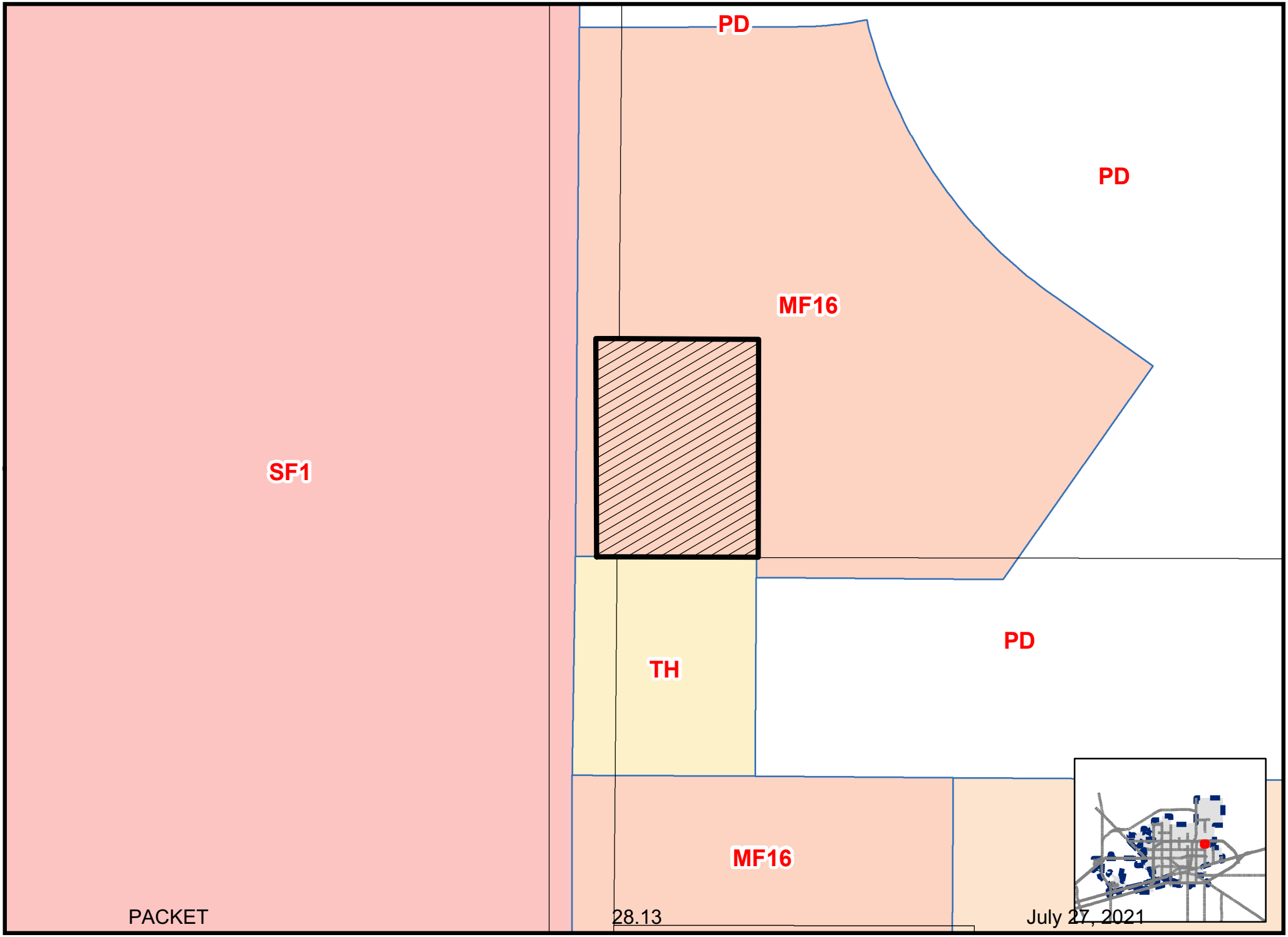
Generally located on the east side of N. Fairgrounds Road, approximately 1,582-feet south of E. Loop 250 North. (Council District 2)

LEGEND

CITY LIMITS
PARCEL
PRIVATE BLDGS



July 27, 2021



PACKET 28.13 July 27, 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: 29

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

Monte William 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
14
13
1202
Carport
12'
14'

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

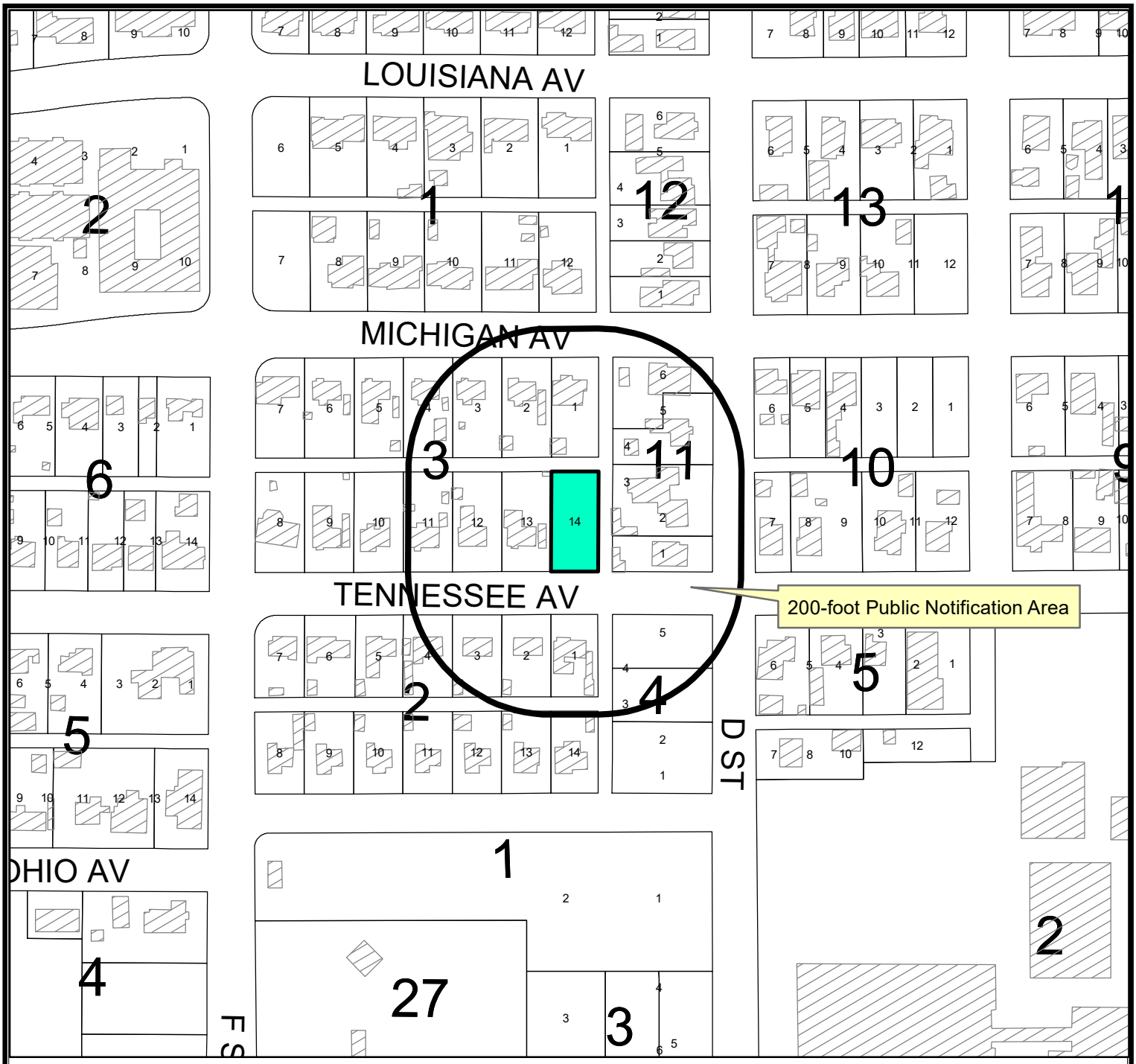
FOR OFFICE USE ONLY

- ☒ Property Owner Authorization
- ☑ Application Fee
  Check # #3016
- ☐ Dimensioned Site Plan
- ☐ Plans in Digital Format (PDF/JPEG)

RECEIVED
MAY 24 2021
BY: .....

Received By: DR | Date:

****Application will not be considered for scheduling until reviewed by a planner.****



LOCATION MAP

E-21-0054 **Scale: 1" = 200'**

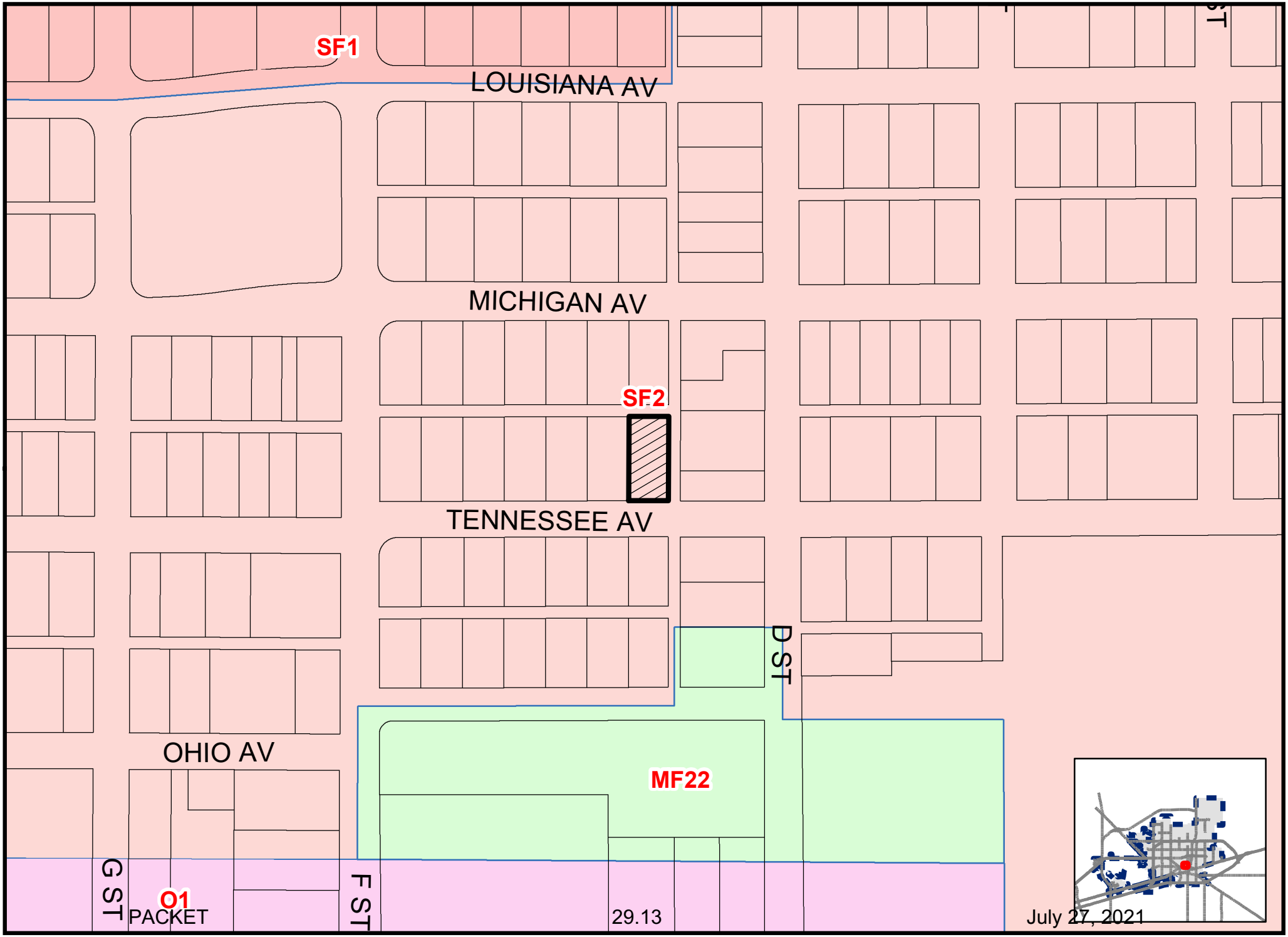
Consider a request by Elizabeth Drew for a Special Exception from the City of Midland Zoning Ordinance Section 5.04 - Residential Zoning Disrict Dimesional Regulations chart, concerning the minimum side yard setback for an interior lot on Lot 14, Block 3, Park Hill, City and County of Midland, Texas.

(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: 30

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

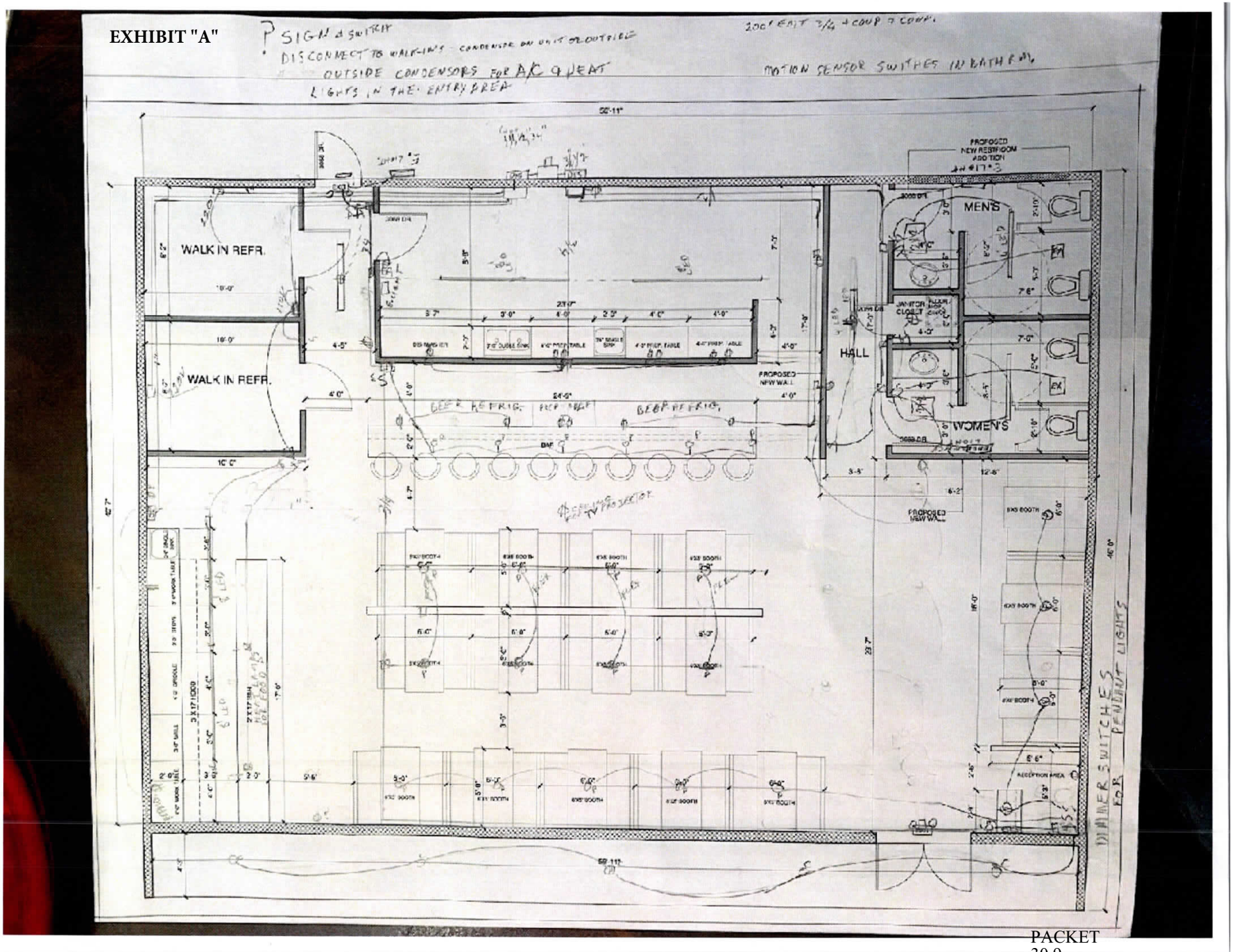
APPROVED AS TO CONTENT
AND COMPLETENESS:

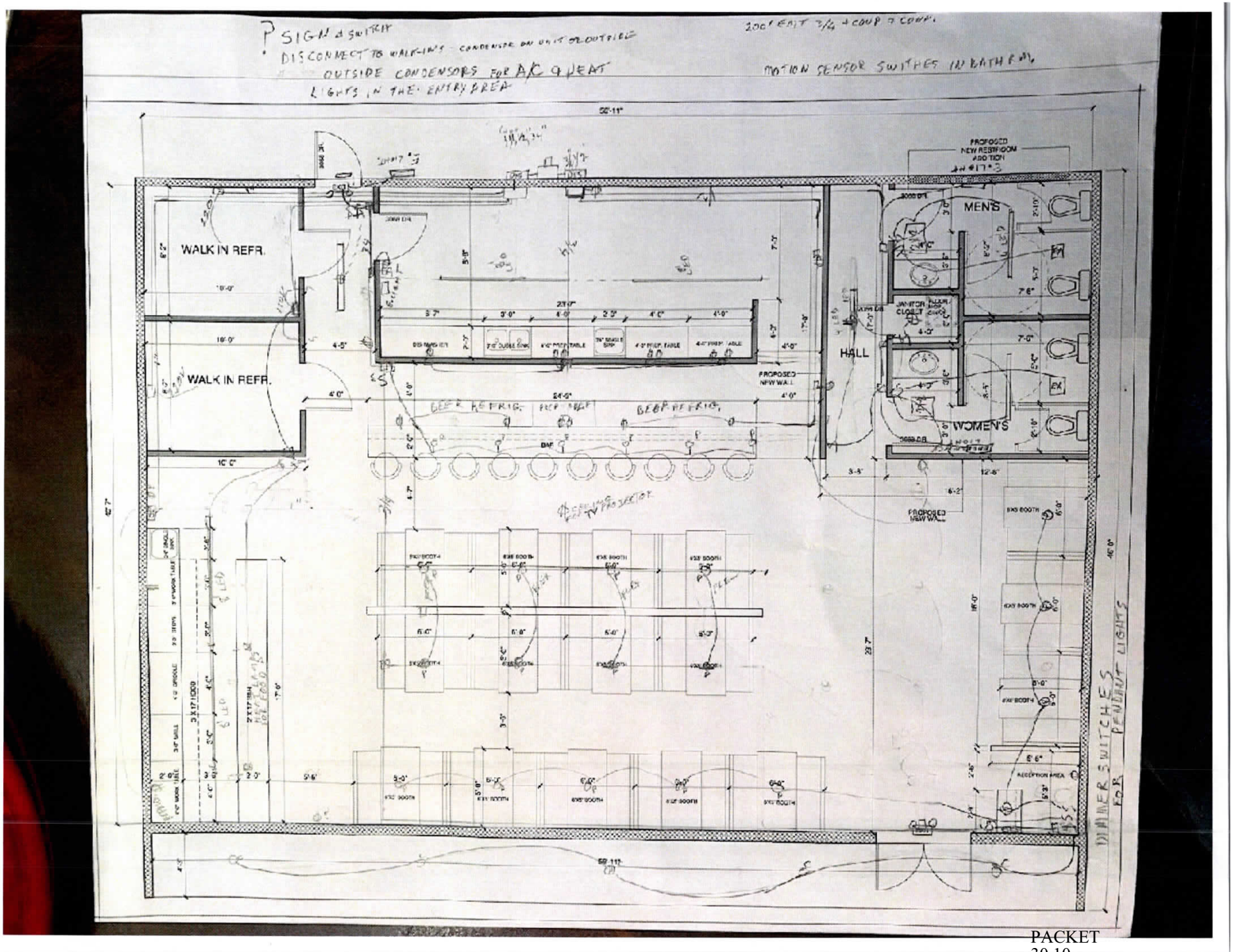
_____
Charles Harrington, Director of Development Services

APPROVED ONLY AS TO FORM:

_____
John Ohnemiller, City Attorney

EXHIBIT "A"


P SIGN & SWITCH
DISCONNECT TO WALK-INS - CONDENSER ON UNIT OUTSIDE
OUTSIDE CONDENSORS FOR A/C & HEAT
LIGHTS IN THE ENTRY AREA
200 CAT 5/6 + COMP + COMP.
MOTION SENSOR SWITCHES IN BATHRM.
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/BREA
200' EMT 3/4 + COND + CONN.
MOTION SENSOR SWITHES IN BATHRM.
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

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.

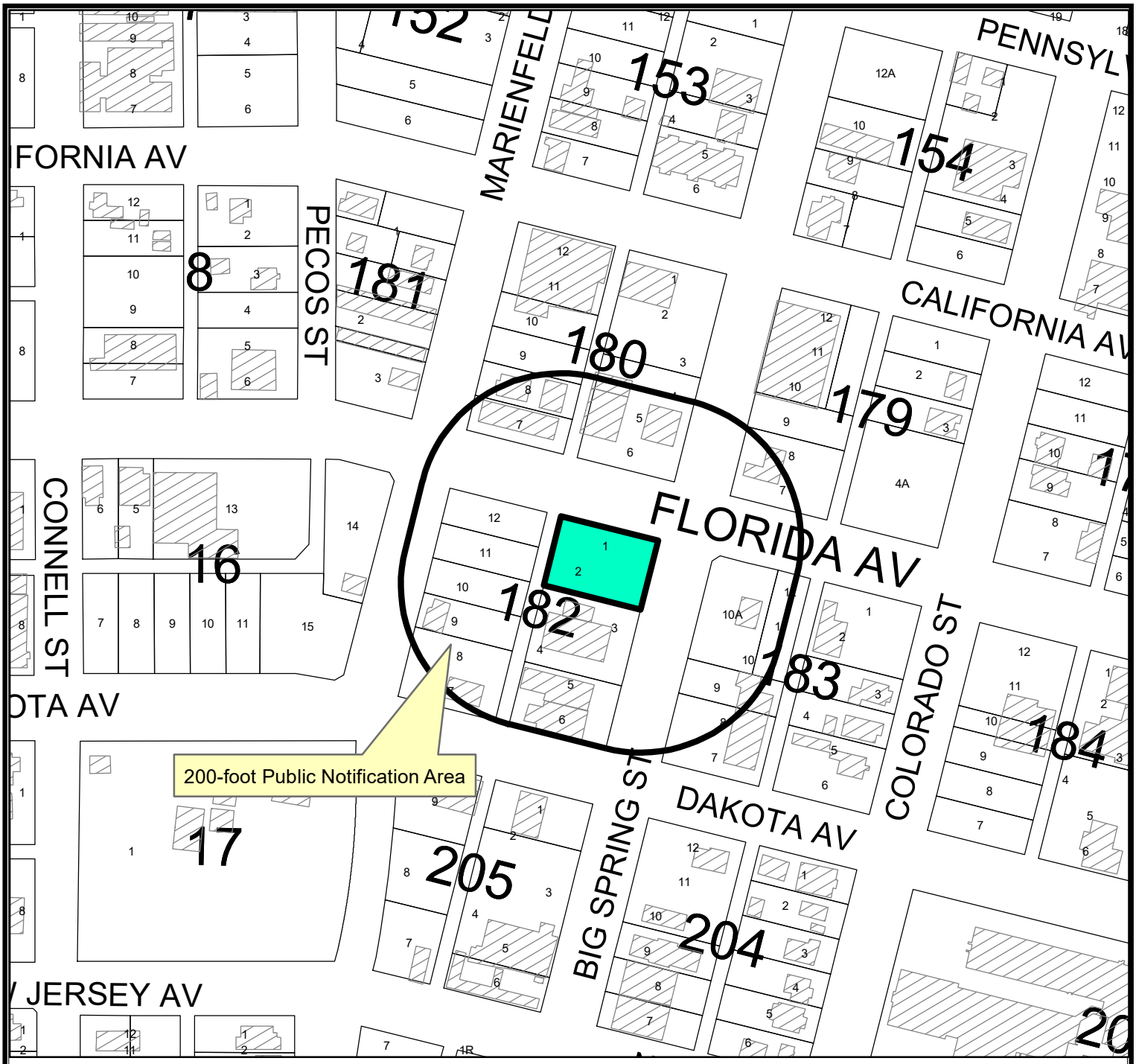
DALIA SALINAS
My Notary ID # 128541568
Expires March 9, 2023

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'**

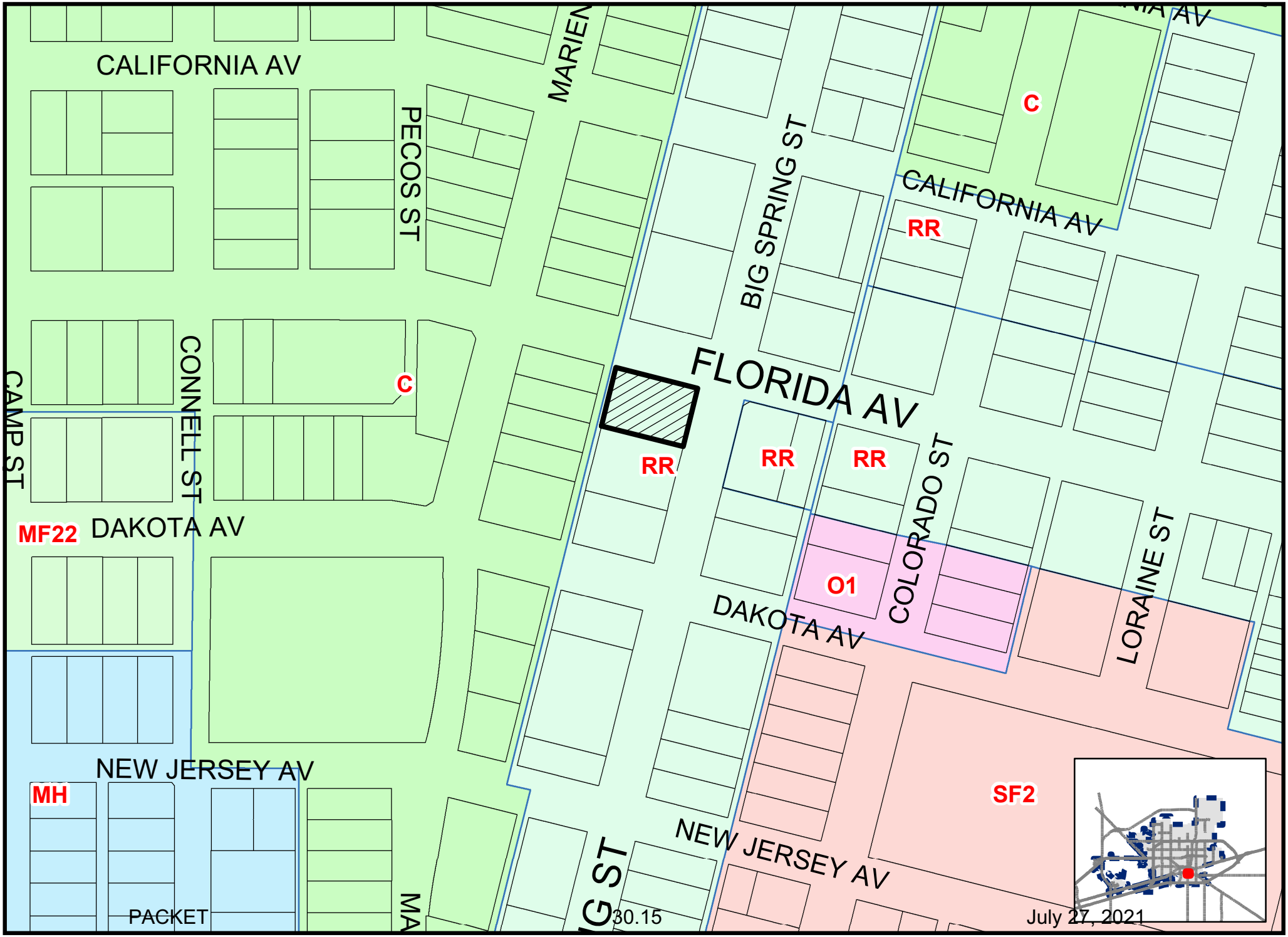
Consider a request by Eudoro Turon Castillo, for a Specific Use Designation with Term for the sale of all alcoholic beverages for on-premises consumption, in a restaurant, on Lots 1 and 2, Block 182, Southern Addition, City and County of Midland, Texas.

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: 31

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:

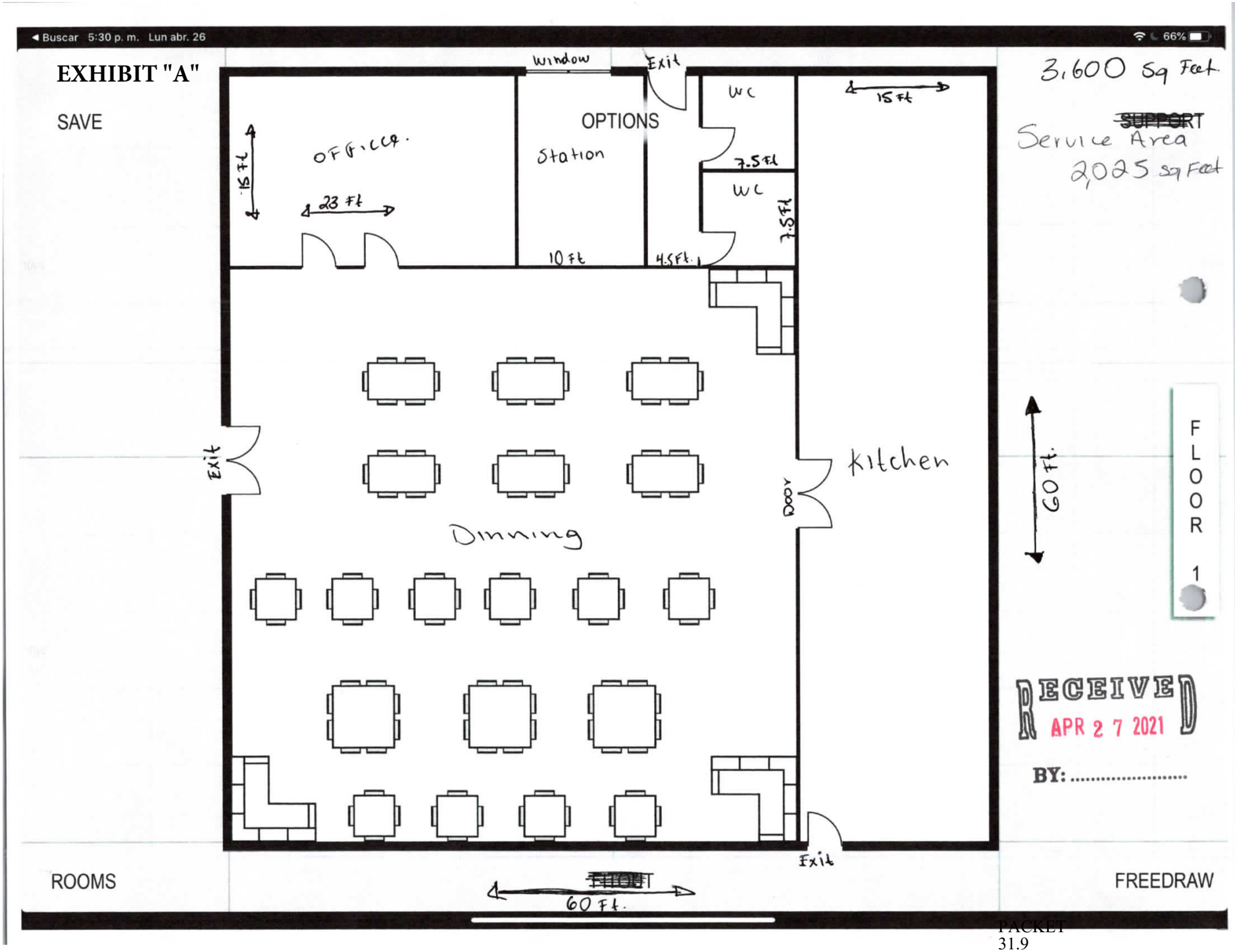
_____
Amy M. Turner, City Secretary

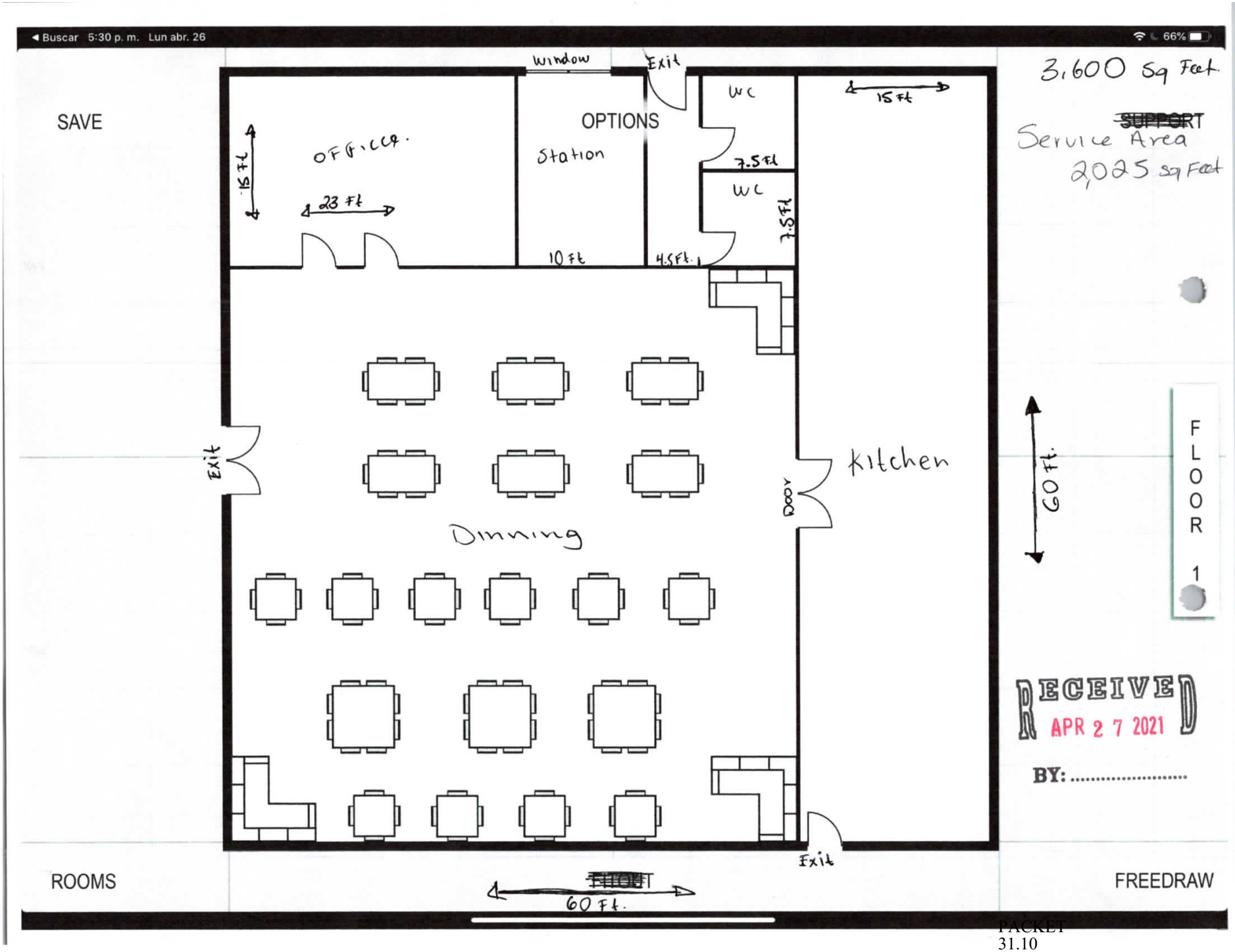
APPROVED AS TO CONTENT
AND COMPLETENESS:

_____
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
ROOMS
FLOOR
60 Ft.
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
2,025 sq Feet
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: JM

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

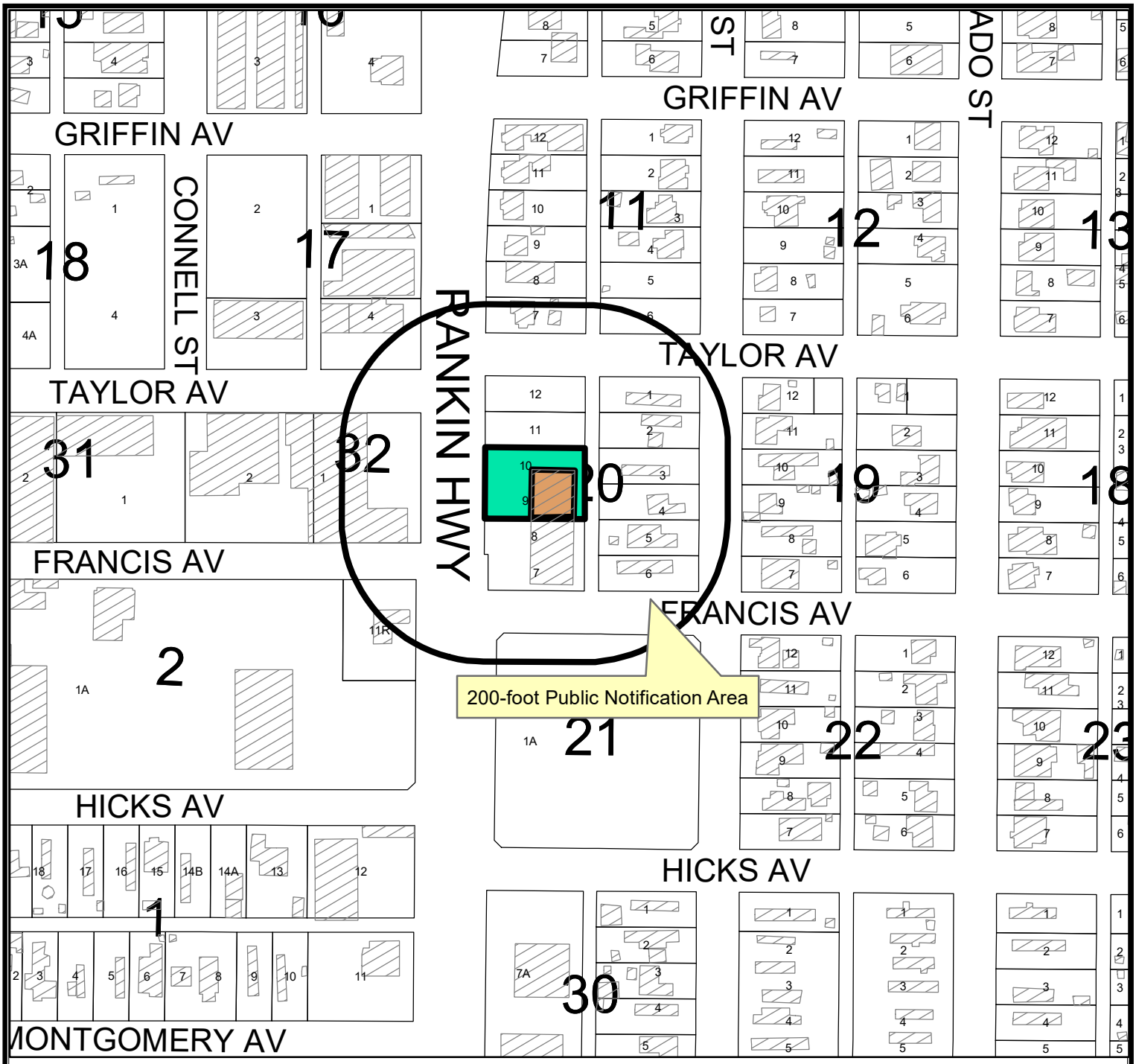
Mirna Granados
NOTARY PUBLIC, MIDLAND COUNTY, TEXAS

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'**

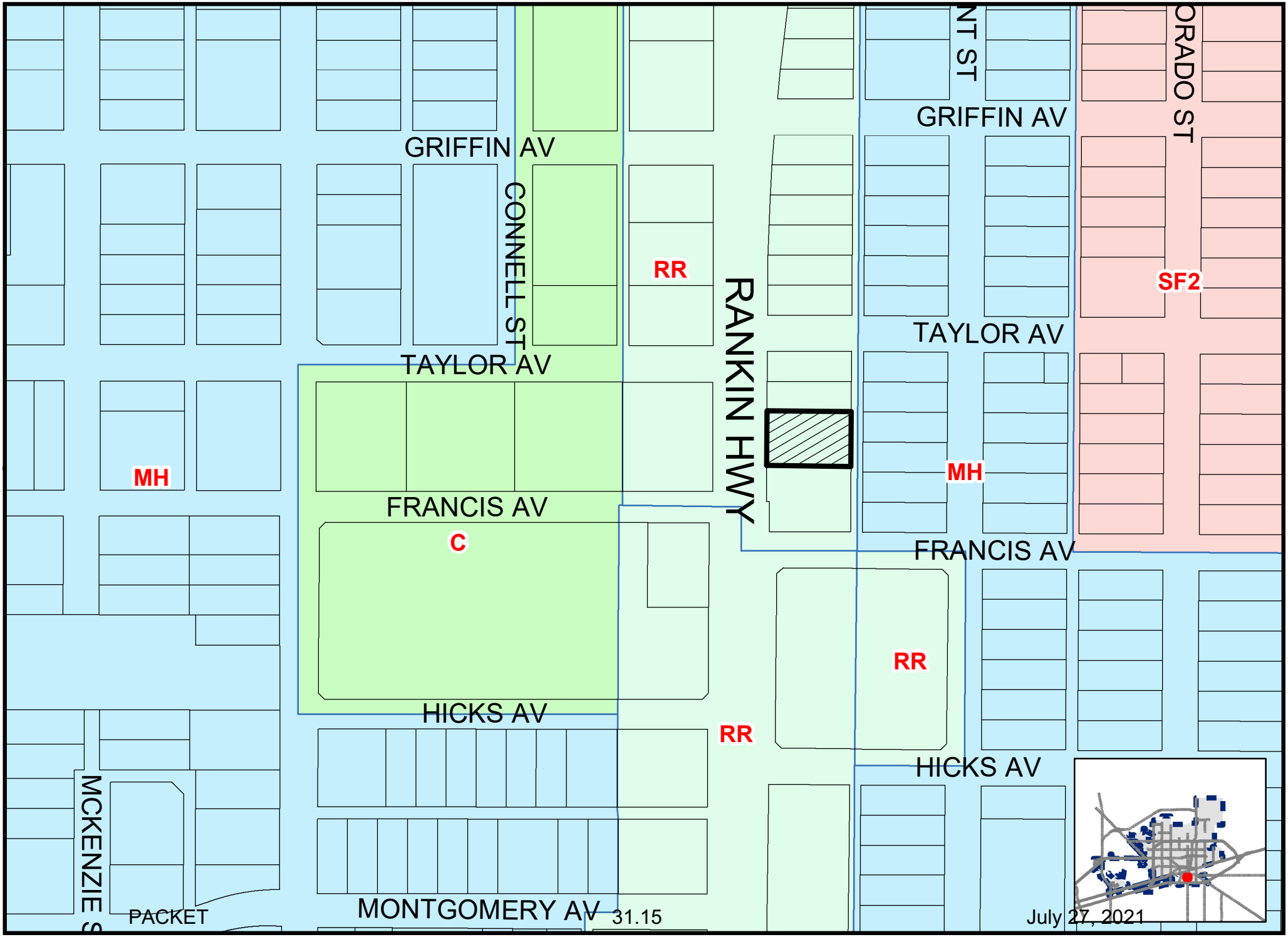
Consider a request by Jennifer Chacon, for a Specific Use Designation with Term for the sale of all alcoholic beverages for on-premises consumption, in a restaurant, on a 3,600 square foot portion of Lots 9 and 10, Block 20, Belmont Addition, City and County of Midland, Texas.
Generally located on the east side of Rankin Highway, approximately 182 feet south of W. Taylor Avenue. (Council District 2)

LEGEND

- CITY LIMITS
- PARCEL
- PRIVATE BLDGS



July 27, 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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BILL WILLIAMS TIRE CENTER

City Council Meeting

Item Number: 32

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

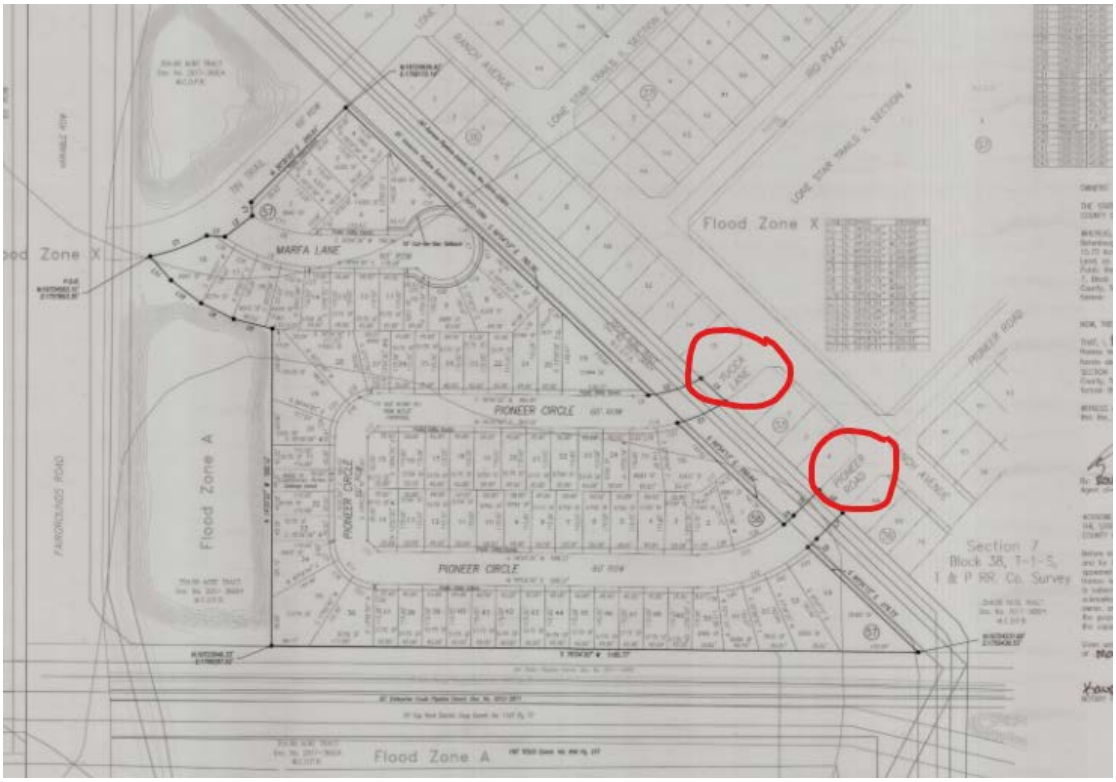
Hi Cristina,

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!

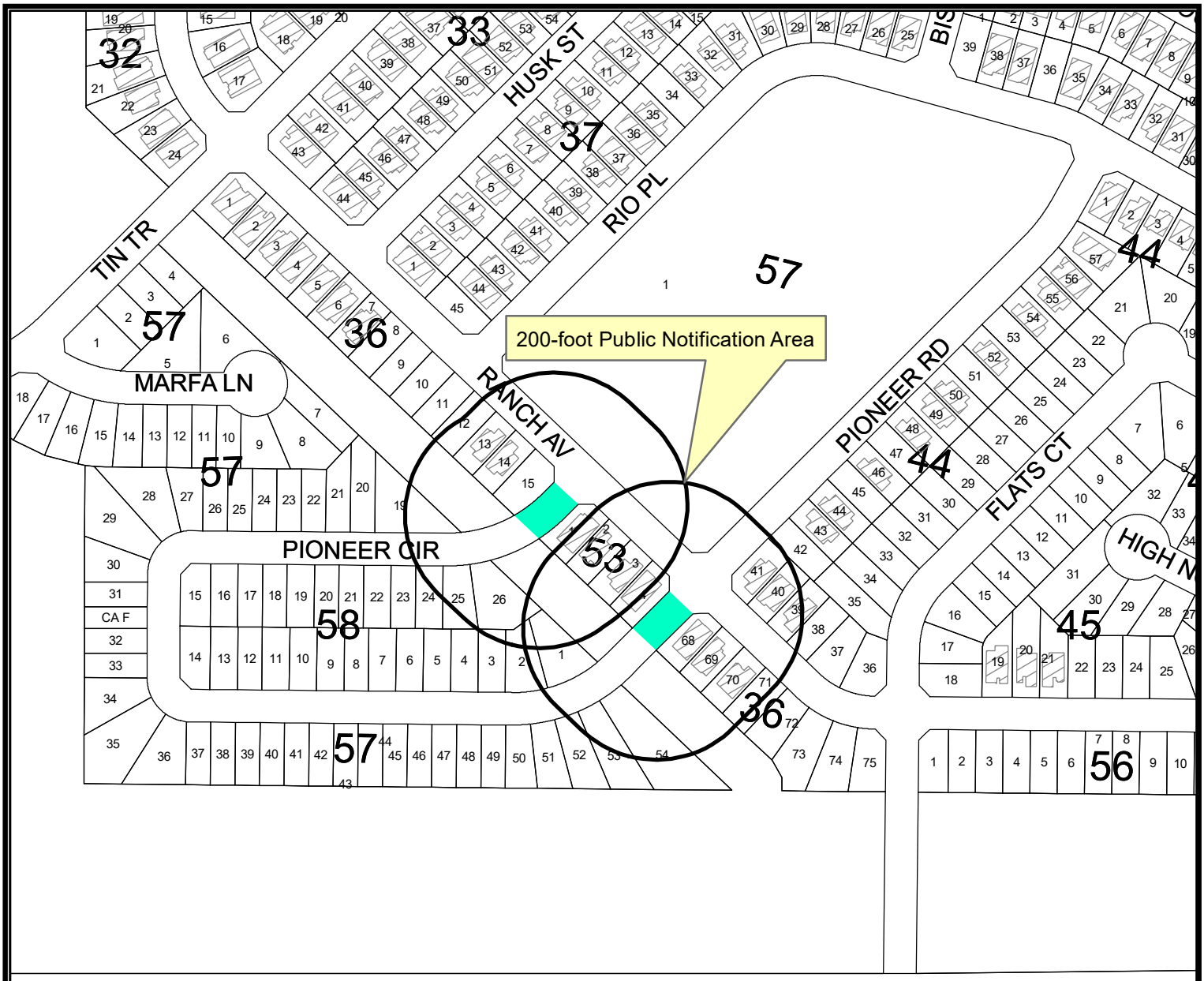


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RONNIE WALLACE
Land Planner

6305 82nd Street | Lubbock, TX 79424
o 806.797.9494 | c 806.412.6611
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CAUTION: This email originated from outside your organization — exercise caution when opening attachments or clicking links, especially from unknown senders.



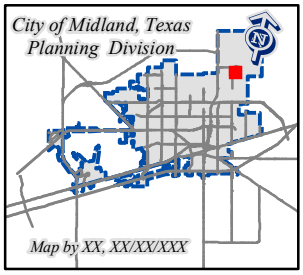
LOCATION MAP

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

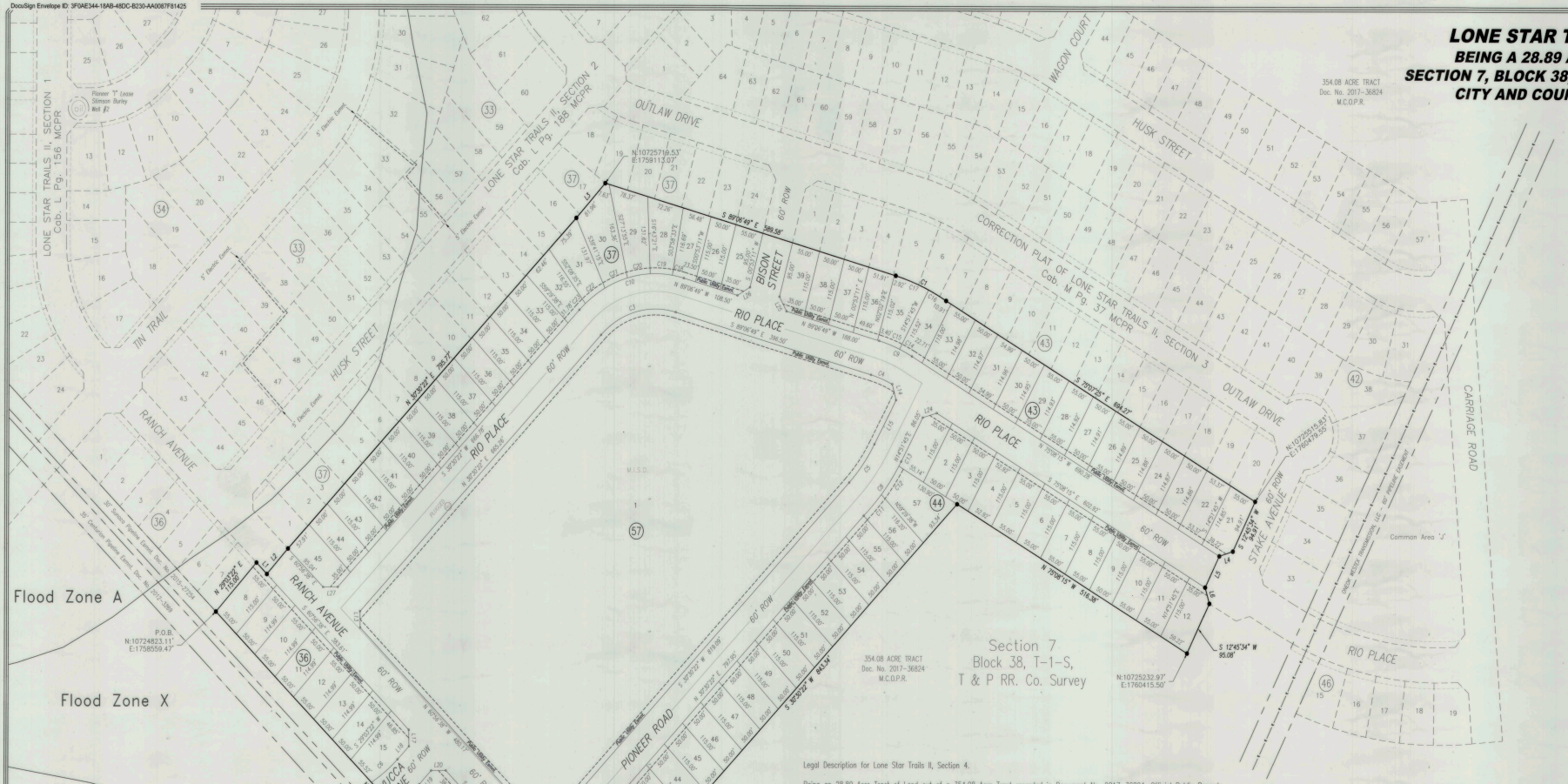
- CITY LIMITS
- PARCEL
- PRIVATE BLDGS



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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 29°08'15" E	164.04'
L8	N 58°48'40" E	27.76'
L9	S 75°08'15" E	61.87'
L10	S 12°45'34" W	27.22'
L11	S 60°56'38" E	19.96'
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	31.55'
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" W	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'	250.00'	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°02'24" 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'	285.00'	13°58'34"	N 82°07'32" W	69.35'
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°52'20" 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°33'08" 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: Mark Lieb — Mark Lieb — ENGINEERING — PRINT NAME
SIGNED: Pablo Villa-Martinez — Pablo Villa-Martinez — ELECTRIC DELIVERY — PRINT NAME
SIGNED: Jerry Underwood — Jerry Underwood — PRINT NAME
SIGNED: Luis Montez — Luis Montez — COMMUNICATIONS — PRINT NAME
SIGNED: Bill Bentley — Bill Bentley — COMMUNICATIONS — 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 Sparks
PRINT: Joshua Sparks
Chairman

ATTEST: Cristina O Burns
PRINT: Cristina O Burns
Secretary

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" East, 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

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.

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

16 July 2020
DATE

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

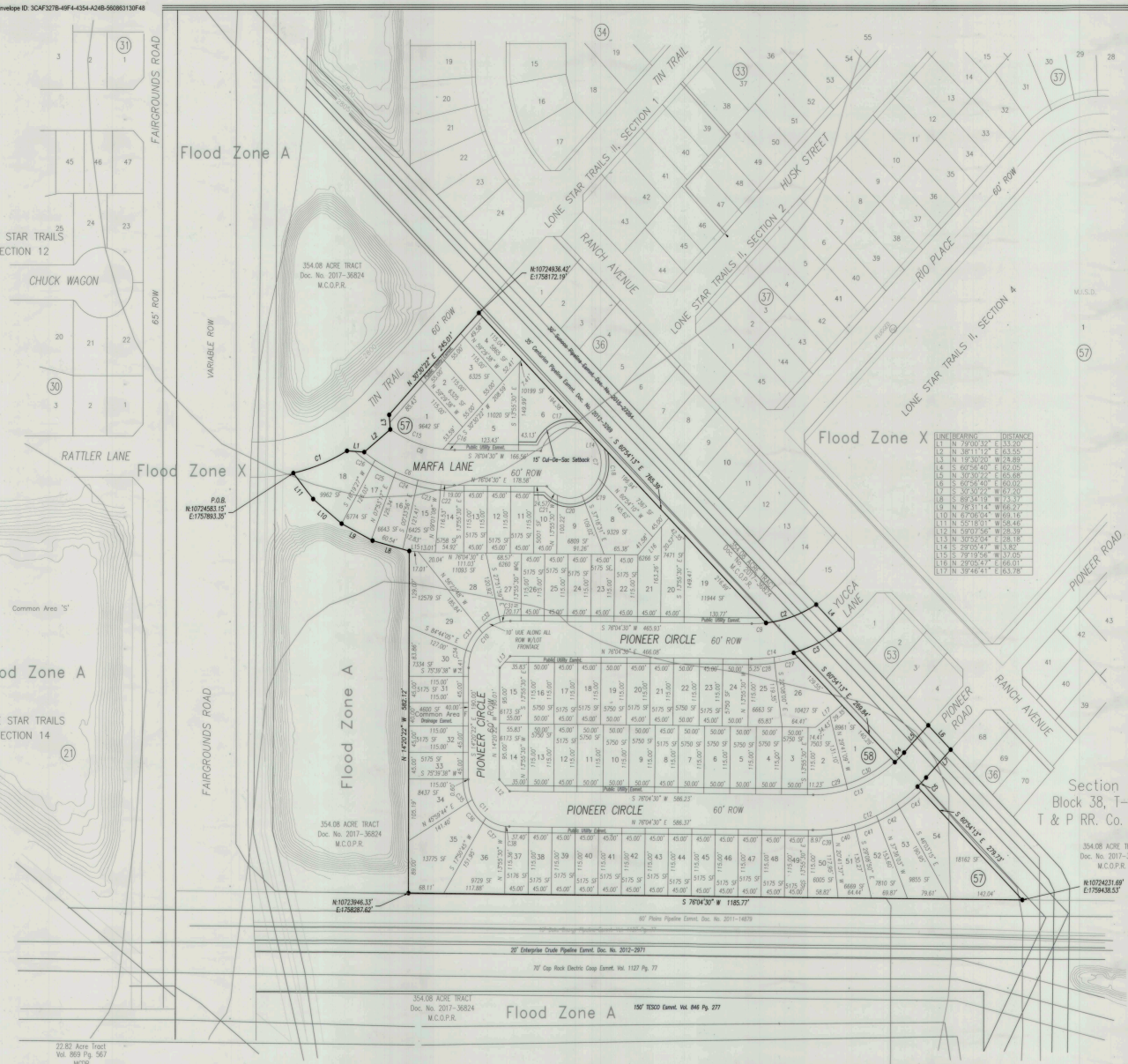
PLAT FILED FOR RECORD
MIDLAND COUNTY, TEXAS
ON 2219 CABINET M
DATE 8/14/20 PAGE 44

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°17'50" 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°39'52" 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°27'12"
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.

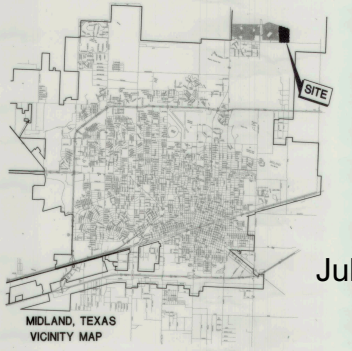
SIGNED: Docusigned by: Mark Lies — ATMOS ENERGY — PRINT NAME
SIGNED: Docusigned by: Pablo Martinez — ONCOR ELECTRIC DELIVERY — PRINT NAME
SIGNED: Docusigned by: Jerry Underwood — AT&T TEXAS — PRINT NAME
SIGNED: Docusigned by: Luis Montes — GRANDE COMMUNICATIONS — PRINT NAME
SIGNED: Docusigned by: VICKI 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 17 day of May, 2021.

SIGNED: C. Danne Williams
PRINT: Danne Williams
Chairman

ATTEST: Charles Harrington
PRINT: Charles Harrington
Secretary



MIDLAND, TEXAS
VICINITY MAP

PLAT FILED FOR RECORD
MIDLAND COUNTY, TEXAS
NO. 15349 CABINET M
DATE 5/18/21 PAGE 95

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 REGISTERED AARON SCOTT BURRELL 5689 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

Page 1 of 1
L239-7 Final

FINAL PLAT
LONE STAR TRAILS II, SECTION 7

City Council Meeting

Item Number: 33

Meeting Date: July 27, 2021

To: City Council / City Manager

From: Isaac Garnett, Manager, Community Development

Subject: RESOLUTION AMENDING THE COMMUNITY DEVELOPMENT BLOCK GRANT 2020-2021 ACTION PLAN; AND AUTHORIZING THE ALLOCATION OF FUNDS (DISTRICT: ALL) (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:

Approve

Fiscal Impact:

No Fiscal Impact on the City Budget.

Discussion:

PY 2020/21 CDBG CV-19 funds will be used to address the CV pandemic and respond to health and safety issues. The City of Midland and Casa de Amigos has an existing senior nutrition services contract (Grab-N Go-Meal) with has requested additional funding of $30,000.00 to provide nutritional meals to seniors who frequent the neighborhood centers. The Midland Salvation Army is requesting funds for their in-person meal program (3X daily) and food boxes for the homeless. The Midland Salvation Army has requested $142,500.00 to provide nutritional meals at the shelter.

Morris Williams Jr.

City Manager's Office

RESOLUTION NO. _____

RESOLUTION AMENDING THE COMMUNITY DEVELOPMENT BLOCK GRANT 2020-2021 ACTION PLAN; AND AUTHORIZING THE ALLOCATION OF FUNDS

WHEREAS, Council approved the Community Development Block Grant 2020-2021 Action Plan by Resolution Number 2020-127; and

WHEREAS, Council previously amended the 2020-2021 Action Plan by Resolution Number 2021-012; and

WHEREAS, notice was published in the Midland Reporter-Telegram of a fourteen day public review and comment period regarding the amendment to the plan, which period has now expired; and

WHEREAS, the City Council of the City of Midland, Texas, finds it to be in the public interest to amend the 2020-2021 Action Plan;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MIDLAND, TEXAS:

SECTION ONE. That the City Council of the City of Midland, Texas, hereby amends the Community Development Block Grant 2020-2021 Action Plan, a copy of said document being on file with the City Secretary's office referenced by date and number of this resolution and incorporated herein by reference.

SECTION TWO. That funds are available and will be allocated to this program in the 2020-2021 CDBG CARES ACT Project #700299-060.

On motion of Council member _____, seconded by Council member _____, the above and foregoing resolution was adopted by the City Council of the City of Midland at a regular meeting on the _____ day of _____, A.D., 2021, by the following vote:

Council members voting "AYE":

Council members voting "NAY":

_____
Patrick N. Payton, Mayor

ATTEST:

_____
Amy M. Turner, City Secretary

RECOMMENDED AND APPROVED:

_____
Robert Patrick, City Manager

_____
Christy Weakland, Interim Director of Finance

APPROVED AS TO CONTENT
AND COMPLETENESS:

_____
Charles Harrington, Director of Development Services

APPROVED ONLY AS TO FORM:

_____
John Ohnemiller, City Attorney

City Council Meeting

Item Number: 34

Meeting Date: July 27, 2021

To: City Council / City Manager

From: Ron Jenkins, Oil and Gas Coordinator

Subject: The proposed granting of oil and gas well permits to Permian Deep Rock Oil Co., LLC for the drilling of the oil and gas well Charger 115 MIPA Unit #H115LS; said well being generally located 2,080 feet west of Rankin Highway and 520 feet south of West I-20. (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 115 MIPA Unit #H115LS; said well being generally located 2,080 feet west of Rankin Highway and 520 feet south of West I-20. Council may consider this permit following a 30-day public comment period and at a regularly scheduled meeting. No notices of objection received.

Recommended City Council Action:

Directional / Informational

Fiscal Impact:

There is no cost to the City to process this application.

Discussion:

The Oil and Gas Advisory Committee has reviewed the well site in detail and recommends approval with the addition of one exhibit. A 16 ft. sound wall will be used during drilling and fracing operations being located on the South side of location. The operator has a surface agreement with the surface owner. Previous permits have been approved on this pad site. Receiving support of the Oil & Gas Advisory Committee, Permian Deep Rock Oil is requesting the following variances:

(1) Permian Deep Rock Oil Company requests variance to residence or commercial structure

within 333 feet.
(2) Permian Deep Rock Oil Company requests to allow for twenty-four-hour fracing operations.
(3) Permian Deep Rock Oil Company requests variance for fence of the drill pad instead of individual well
(4) Permian Deep Rock Oil Company requests a variance to the requirement of landscaping and irrigation since city water is not available.
(5) Permian Deep Rock Oil Company requests variance to the Road Repair Agreement due to no city streets will be used.

Attachments: Applications; Location maps; Exhibit - Drill site maps, Exhibit – Flow Line Location;

Robert Patrick

City Manager's Office

APPLICATION FOR OIL AND GAS PERMIT

(Pursuant to Midland City Ordinance No. 8769)

I. General Information

Date	Operator Name (must match W-1)	Operator Address
06/01/2021		

Representative Name	Representative Address (within Midland City Limits)	Rep. Tele. Rep. Fax

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):***

Emergency Contact Representative (Name, Address, 24-Hour Tele. No.):

Other Permitted Wells in City ***(ATTACH EXHIBIT B*** **[see § J(26)]).**

II. Mineral Ownership

Name(s) and Address(es) of Mineral Estate Lessors (under applicable lease):

1.

2.

3.

ATTACHED AS EXHIBIT C **is** List of subdivisions within Charger Unit

See Exhibit "C"

III. Surface Ownership & Use

General Description of Current Surface Use (within 860 feet of proposed surface location):
Surface use: Undeveloped Rangeland, service company yards and apartment complex
Surface ownership: Two residences, apartment complex and service company yards:

See Exhibit "D"

ATTACHED AS EXHIBIT D **is** ,

Current Tax Roll from Midland Central Appraisal District), **which lists**

the name(s) and address(es) of all surface owners within 860 feet of the surface well location. [See § J(7)].

***ATTACHED AS EXHIBIT E* is a *(map/p lat/satellite/aerial photo)* depicting all Residences, commercial structures, public buildings, all publicly dedicated Streets and alleys, Rights of Way, and permanent accessory structures surrounding the proposed Drill Site. The *(map/p lat/satellite/aerial photo)* includes two circles, as required by the Ordinance—one depicting a 500 foot radius and one depicting an 860 foot radius from the proposed well's surface location. [See § J(10)].**

***ATTACHED AS EXHIBIT F* is a copy of the notification letter(s) sent to 100 percent of the surface owners, Certified Mail, Return Receipt Requested. [See § J(36)].**

IV. Well & Operations Information

Proposed Well Name: Charger 115 MIPA Unit #H115LS

Proposed Hole Size, Casing Program and Cementing Program (attach Exhibit as Necessary)[See § J(11) and § L(4)]:

Legal Description of Proposed Well Site: SHL: 240' FNL & 2080' FEL, Section 10
Block 39, T-2-S, T&PRR Co. Survey, Midland County, Texas

***ATTACHED AS EXHIBIT G* is the Location Site Plan [See § J(9)].**

***ATTACHED AS EXHIBIT H* is the Map with the proposed transportation route(s) and road(s) for equipment, chemicals, or refuse products used or produced in the proposed oil and gas operations. [See § J(12)].**

***ATTACHED AS EXHIBIT I* is a copy of the approved Texas Railroad Commission permit to drill (Form W-1), together with all attachments *(also file copy of W-1 with City Secretary before commencement of drilling operations)*. [See § J(16) and (20)].**

***ATTACHED AS EXHIBIT J* is a copy of the required TCEQ report as to depth of usable quality ground water. [See § J(17)].**

***ATTACHED AS EXHIBIT K (if applicable)* is the list of alternative locations developed in consultation with the Oil & Gas Advisory Committee. [See § J(27)].**

***ATTACHED AS EXHIBIT L* is the Fencing and Irrigation Plan. [See § J(30)].**

***ATTACHED AS EXHIBIT M*: No city roads will be used**

***ATTACHED AS EXHIBIT N* is the Concept Plan depicting the proposed Operations Site (which includes tanks, roads, power lines, and pipeline routes). [See § J(32)].**

Description of Public Utilities required during (1) drilling and (2) operations:

(1) Drilling: None

(2) Operations: Oncor

Description of water source to be used during Drilling: Water is to be piped in from our water wells, drill additional water wells or truck fresh water in. All brine water will be trucked in.

Description of all electric lines to production facilities (reference exhibits as necessary) [See § L(10)]:

Plan detailing construction, location, and closure of pits used for Drilling and Completion operations (attach exhibit if necessary) [See § J(35)]: Trench and encapsulate per TXRRC Rule 27(c)(10)(v)

See Exhibit "O"

V. Additional Required Exhibits

***ATTACHED AS EXHIBIT P* is the *Letter of Credit/Certificate of Deposit* in accordance with Subsection (K)(2). [See § J(18)].**

***ATTACHED AS EXHIBIT Q* : Tax certificates from Midland Central Appraisal District to be submitted indicating that all taxes on personal and real property, including minerals, owned by applicant are current. (See § J(29)**

***ATTACHED AS EXHIBIT R* is the required Insurance Certificate. [See § J(19) and § K(3)].**

***ATTACHED AS EXHIBIT S (if applicable)* is the Drainage Plan relating to Applicant's proposed operations. [See § J(21)].**

***ATTACHED AS EXHIBIT T* is Applicant's Emergency Action Response Plan. [See § J(22)].**

***ATTACHED AS EXHIBIT U* is Applicant's Hazardous Materials Management Plan, a copy of which has been submitted and is on file with the Midland Fire Department. [See § J(23)].**

Attached as Exhibit V: Applicants variances

Permian Deep Rock Oil Co. LLC
[NAME OF COMPANY]

By _____
Its General Manager

State of Texas)

County of Midland)

Keith E. Bucy, personally appeared before me, and being first duly sworn declared he/she signed the application in the capacity designated, if any, and further states that he/she has read the above application and attached exhibits and the statements therein are true and correct to the best of their knowledge.

Lindsay Jonell Venerable
Notary Public, State of Texas

LINDSAY JONELL VENERABLE
Notary ID #128754089
My Commission Expires
September 29, 2023

SEAL

SCALE: 1" = 300'

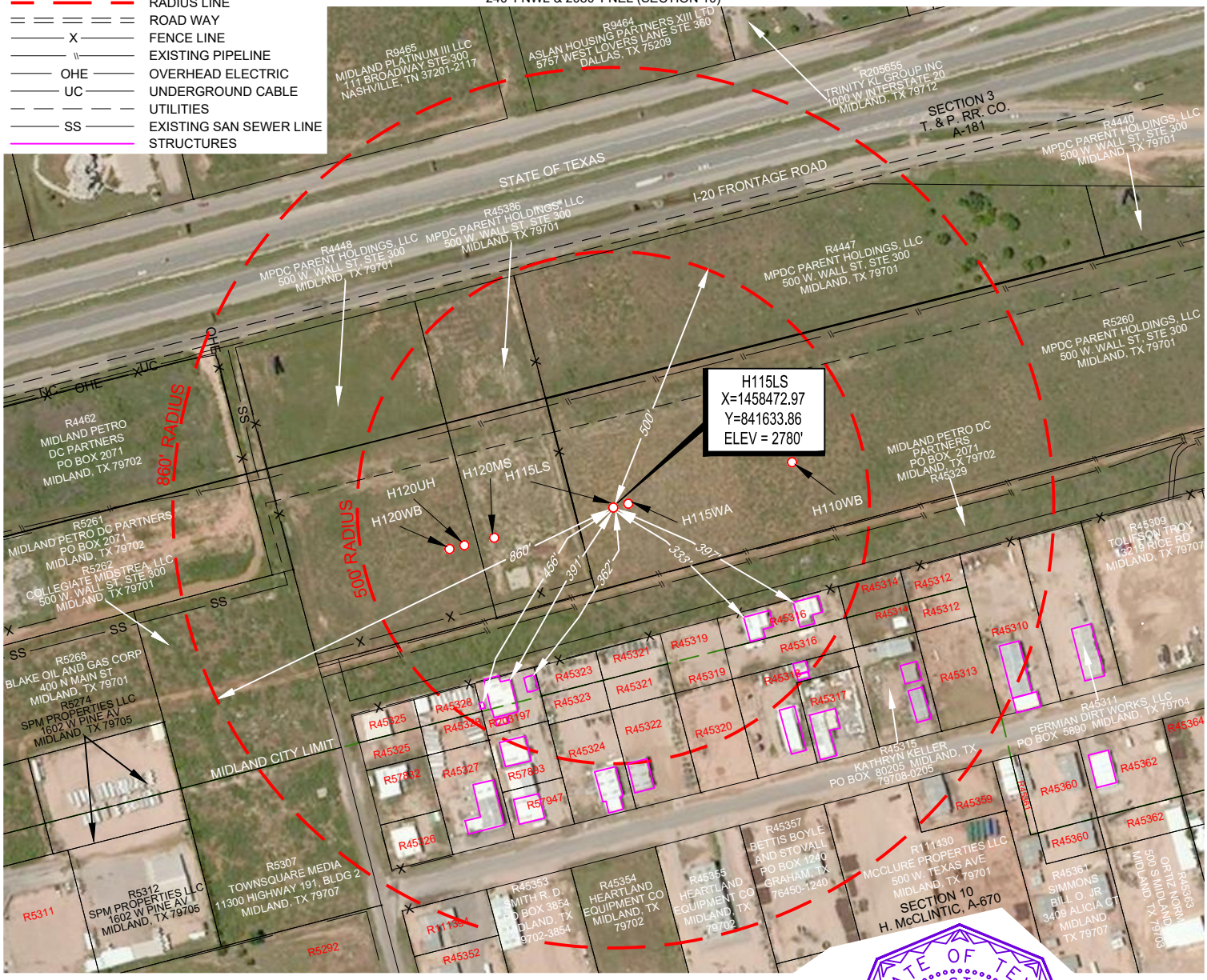
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LEGEND

- SURVEY/SECTION LINE
- RADIUS LINE
- ROAD WAY
- X — FENCE LINE
- EXISTING PIPELINE
- OHE — OVERHEAD ELECTRIC
- UC — UNDERGROUND CABLE
- UTILITIES
- SS — EXISTING SAN SEWER LINE
- STRUCTURES

SECTION 10, BLOCK 39, TOWNSHIP 2 SOUTH
T. & P. RR. CO. SURVEY, A-670
CITY OF MIDLAND, MIDLAND COUNTY, TEXAS
SHOWING STRUCTURES WITHIN 500' RADIUS
AND PROPERTY OWNERS WITHIN 860' RADIUS
FOR PROPOSED CHARGER 115 MIPA UNIT **H115LS**
240' FNWL & 2080' FNEL (SECTION 10)

PERMIAN DEEP ROCK OIL CO., L.L.C.

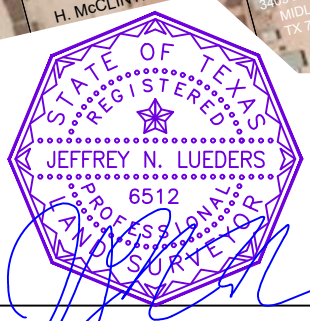






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WWW.TOPOGRAPHIC.COM



Jeffrey N. Lueders, R.P.L.S. No. 6512
APRIL 23, 2021

CHARGER 115 MIPA UNIT H115LS	REVISION:	
	INT	DATE
	DRH	05/10/2021
DATE: 05/05/2021	DRH	05/12/2021
FILE: CD_CHARGER_H115LS_REV2		
DRAWN BY: DRH		
SHEET : 1 OF 2		

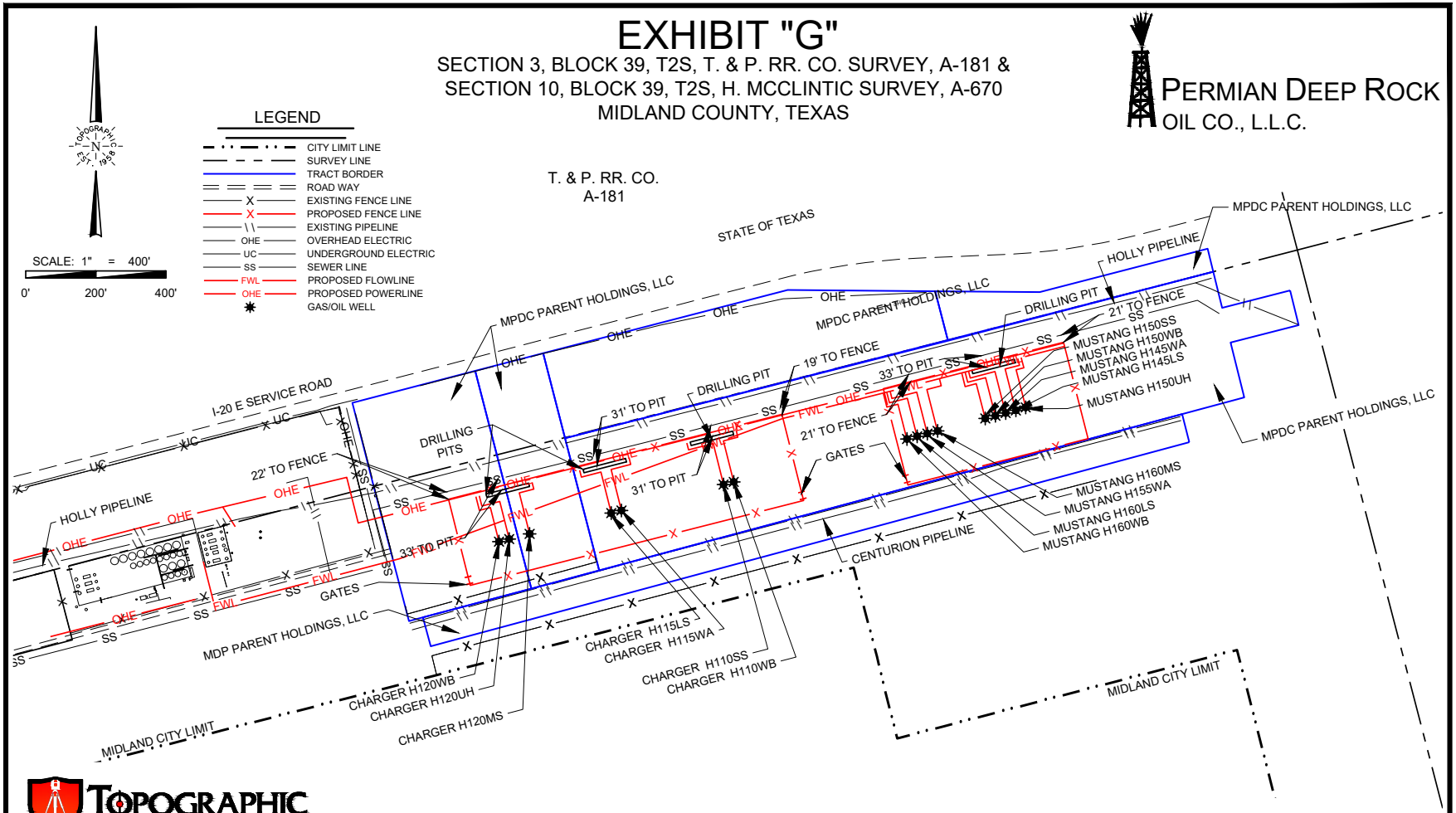
NOTES:
1. ORIGINAL DOCUMENT SIZE: 8.5" X 11"
2. ALL BEARINGS, DISTANCES, AND COORDINATE VALUES CONTAINED HEREIN ARE GRID BASED UPON THE TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE, U.S. SURVEY FEET, NORTH AMERICAN DATUM 1927.
3. THIS PROPOSED LOCATION HAS BEEN CAREFULLY SURVEYED ON THE GROUND UNDER MY SUPERVISION AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE ACCORDING TO THE EVIDENCE, OFFICIAL SURVEY RECORDS, MAPS, AND OTHER DATA PROVIDED PERMIAN DEEP ROCK OIL CO., LLC. THIS PLAT WAS CREATED FOR THE SOLE PURPOSE OF FILING A PERMIT WITH THE CITY OF MIDLAND, MIDLAND COUNTY, TEXAS AND SHOULD NOT BE CONSTRUED AS A "BOUNDARY SURVEY" IN COMPLIANCE WITH T.B.P.L.S. MINIMUM STANDARDS OF PROCEDURES FOR BOUNDARY SURVEYS. THIS CERTIFICATION IS MADE AND LIMITED TO THOSE PERSONS OR ENTITIES SHOWN ON THE FACE OF THIS PLAT AND IS NON-TRANSFERABLE.
4. OWNERSHIP INFORMATION SHOWN HEREON WAS TAKEN FROM THE CITY OF MIDLAND, TEXAS GIS SITE.
5. DISTANCES SHOWN HEREON TO EXISTING STRUCTURES ARE SCALED PER AERIAL MAP.

PACKET
34.7
July 27, 2021

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.



T. & P. RR. CO.
A-670

TOPOGRAPHIC
LOYALTY INNOVATION LEGACY
1400 EVERMAN PARKWAY, Ste. 197 • FT. WORTH, TEXAS 76140
TELEPHONE: (817) 744-7512 • FAX (817) 744-7548
TEXAS FIRM REGISTRATION NO. 10042504
WWW.TOPOGRAPHIC.COM

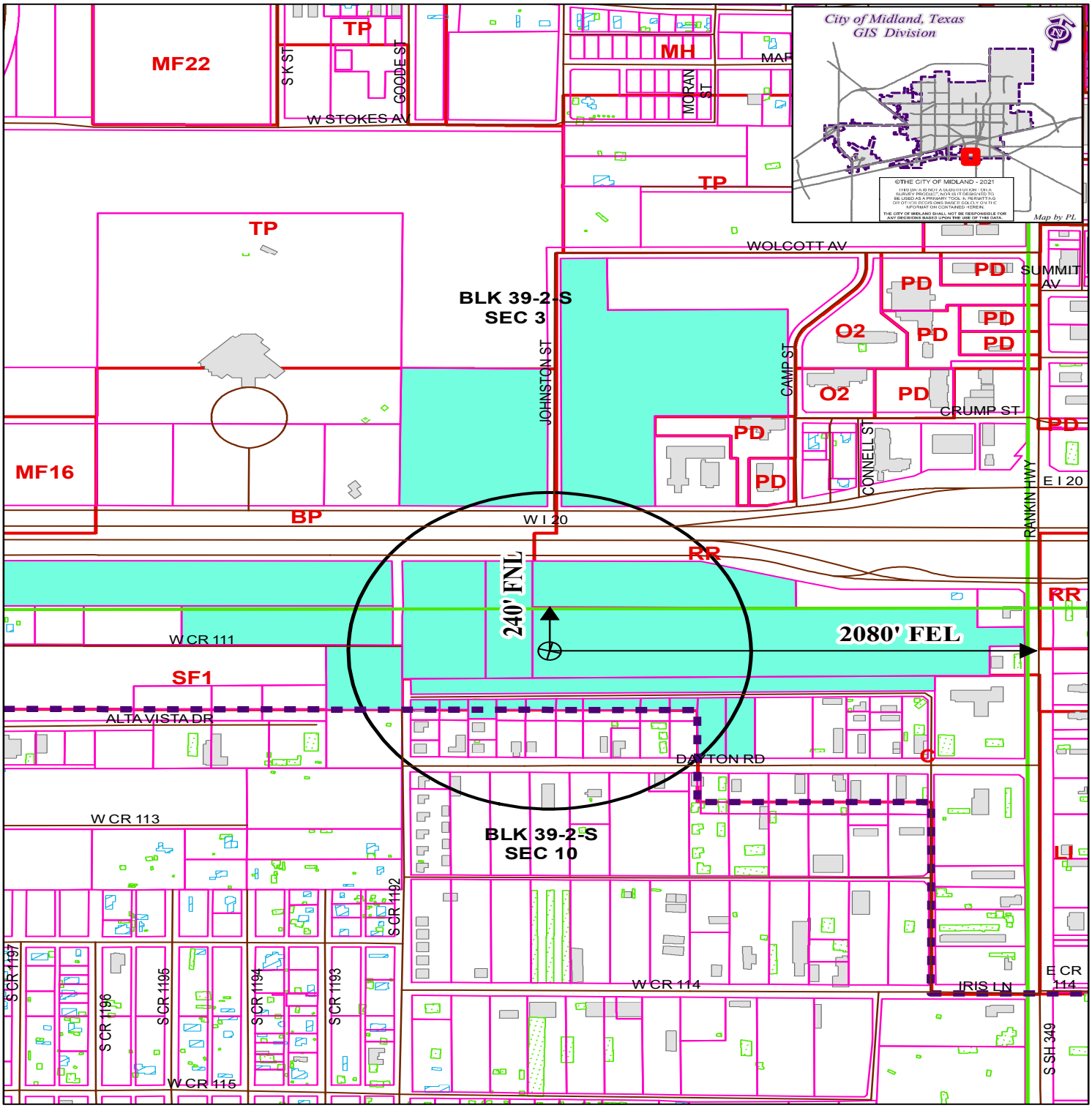
CHARGER UNIT CITY PERMIT	REVISION:	
	DRH	11/13/19
	DRH	11/14/19
	DRH	12/13/19
DATE: 03/28/2018	DRH	08/12/20
FILE: SK_MUSTANG_UNIT_A_CHARGER_UNIT_A_PERMIT_REV13	DRH	08/26/20
DRAWN BY: GJU	DRH	05/12/21
SHEET : 4 OF 12	DRH	05/14/21

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: MAY 7, 2021

S:\SURVEY\ARRINGTON\MUSTANG_UNIT\FINAL_PRODUCTS\SKETCH\SK_MUSTANG_UNIT_A_CHARGER_UNIT_A_PERMIT_REV13.DWG 5/14/2021 12:25:53 PM dharris



LOCATION AND ZONING MAP

Oil - 035187 - 2021 **Scale: 1" = 600'**

Consider a request for a Permit to drill an Oil and Gas Well within the City Limits located 240' FNL and 2,080' FEL, Section 10, Block 39, T-2-S, T&P RR CO Survey, Midland County, Texas.

Generally located 2,080 feet west of Rankin Highway and 320 feet south of West I-20.

Charger 115 MIPA Unit #H115LS

LEGEND

CITY PARCELS	PUBLIC BLDGS	CITY LIMITS
COUNTY PARCELS	PRIVATE BLDGS	860 FT. BUFFER
ZONING	ACCESSORY BLDGS	SURVEY SEC.

ZONING DISTRICTS:

FD	FUTURE DEVELOPMENT	BP	BUSINESS PARK
PD	PLANNED DISTRICT	P	PARKING
AE	AGRICULTURE ESTATE	01, 02	OFFICE
CE	COUNTRY ESTATE	NS	NEIGHBORHOOD SERVICE
1F1, 1F2, 1F3	ONE-FAMILY DWELLING	LR1, LR2, LR3	LOW RETAIL
MH	MOBILE HOME DWELLING	C1, C2, C3	COMMERCIAL
TH	TOWNHOUSE DWELLING	IP ,IP1, IP2, IP3	INDUSTRIAL PARK
2F	TWO-FAMILY DWELLING	LI	LIGHT INDUSTRY
MF1, MF2	MULTIPLE FAMILY DWELLING	HI	HEAVY INDUSTRY

City Council Meeting

Item Number: 35

Meeting Date: July 27, 2021

To: City Council / City Manager

From: Valerie A. Sherman, Senior Planner

Subject: AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO GRANT A SPECIFIC USE DESIGNATION WITH TERM FOR LOT 8A, BLOCK 27, WYDEWOOD ESTATES, SECTION 29, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED AT THE NORTHEAST CORNER OF THE INTERSECTION OF NORTH LOOP 250 WEST AND PRESTON DRIVE), WHICH IS PRESENTLY ZONED PD, PLANNED DEVELOPMENT 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:

CBOCS Texas, LLC is requesting a Specific Use Designation with term, for the property located at 3108 N. Loop 250 West to be able to sell all alcoholic beverages for on premises consumption, within a restaurant, Cracker Barrel.

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 is located at 3108 N. Loop 250 West, in a PD, Planned District for a Shopping Center. The properties to the north and east are zoned PD, Planned Development District for a Shopping Center, and the location of retail establishments. The property to the south is zoned RR, Regional Retail District, and the location of a Rooms to Go Furniture Store. The property to the west, across N. Loop 250 West, is zoned SF-2, Single-Family Dwelling District, and the location of residences.

Discussion:

CBOCS Texas, LLC is requesting a Specific Use Designation for Cracker Barrel, located at 3108 N. Loop 250 West, to be able to sell all alcoholic beverages for on premises consumption, within a restaurant. The property is zoned PD, Planned District for a Shopping Center, with an underlying zoning of RR, Regional Retail District, which allows the consumption of alcoholic beverages with the approval of a Specific Use Designation.

The restaurant is currently in operation. The floor plan attached hereto as “Exhibit A” illustrates that the establishment, will have a total square footage of 10,101 square feet, with an alcohol serviceable area of 6,196 square feet.

The proposed site plan provides adequate access and internal circulation.

The restaurant has the following hours of operation:

Sunday through Thursday from 7:00 a.m. to 9:00 p.m.
Friday and Saturday from 7:00 a.m. to 10:00 p.m.

The restaurant is proposing the following hours of alcohol service:

Monday through Thursday from 7:00 a.m. to 9:00 p.m.
Friday and Saturday from 7:00 a.m. to 10:00 p.m.
Sunday from 10:00 a.m. to 9:00 p.m.

Per Midland City Code, Section 5-4-4, Prohibited Places of Business:

The sale of any alcoholic beverage is hereby prohibited by any person, where the place of business of any such dealer is within 300 feet of any church, public school, public school ground, athletic stadium used by any public school or public hospital, the measurements to be along the property lines of the street fronts and from front door to front door and in a direct line across intersections where they occur.

There are no schools or churches within 300 feet of the property.

This request has been circulated to and reviewed by respective City departments for internal review and their comments, conditions, and requirements are as follows:

Engineering: (Approved)

No objection.

Building Code: (Approved)

The SUD for Cracker Barrel is acceptable. The maximum occupant load for the alcohol serviceable area is 413. Occupancy loads must be posted in accordance with section 1004.3 of the 2015 International Fire Code.

Fire: (Approved)

No objections.

Transportation: (Approved)

No objection to zone change.

Code Administration: (Approved)

No comments.

Planning:

This request is in compliance with the Tall City Tomorrow Comprehensive plan, Chapter 6 Character Plan - Goal 4, “Encourage the development of places where Midland residents can gather and socialize to build connections” (Tall City tomorrow, page 137).

This request was recommended for approval at the July 6, 2021 Planning and Zoning Commission Meeting.

This request meets all requirements; therefore, staff recommends approval of the Specific Use Designation with Term for the sale of all alcoholic beverages, for on-premises consumption, in a restaurant, subject to Conditions A through F.

A. That the serviceable area of the restaurant shall be limited to approximately 6,196 square feet as shown in Exhibit “A”, which is attached hereto and incorporated herein for all purposes.

B. That the days and hours of alcoholic beverages sales and consumption shall be limited to:

Monday through Thursday from 7:00 a.m. to 9:00 p.m.
Friday and Saturday from 7:00 a.m. to 10:00 p.m.
Sunday from 10:00 a.m. to 9:00 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.

Letters of Objection:

As of July 21, 2021, staff has not received any letters of objections.

Attachments:

Floor Plan (Exhibit A)
Application
Maps
Ordinance No. 8226

Robert Patrick

City Manager's Office

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO GRANT A SPECIFIC USE DESIGNATION WITH TERM FOR LOT 8A, BLOCK 27, WYDEWOOD ESTATES, SECTION 29, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED AT THE NORTHEAST CORNER OF THE INTERSECTION OF NORTH LOOP 250 WEST AND PRESTON DRIVE), WHICH IS PRESENTLY ZONED PD, PLANNED DEVELOPMENT 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 Lot 8A, Block 27, Wydewood Estates, Section 29, City and County of Midland, Texas (the "Property"), as set out hereinafter;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MIDLAND, TEXAS:

SECTION ONE. That the Zoning District Map of the City of Midland, Texas, is hereby amended to grant the Property a Specific Use Designation With Term for the sale of all alcoholic beverages in a restaurant (the "Establishment") for on-premises consumption, together with the uses permitted in the present PD, Planned Development District for a 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 6,196 square feet as shown in Exhibit "A", which is attached hereto and incorporated herein for all purposes.

B. That the sale and on-premises consumption of alcoholic beverages shall conform to all applicable state and local laws.

C. That the days and hours of alcoholic beverage sales and consumption shall be limited to the following:

Monday through Thursday from 7:00 a.m. to 9:00 p.m.;
Friday and Saturday from 7:00 a.m. to 10:00 p.m.; and
Sunday from 10:00 a.m. to 9:00 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

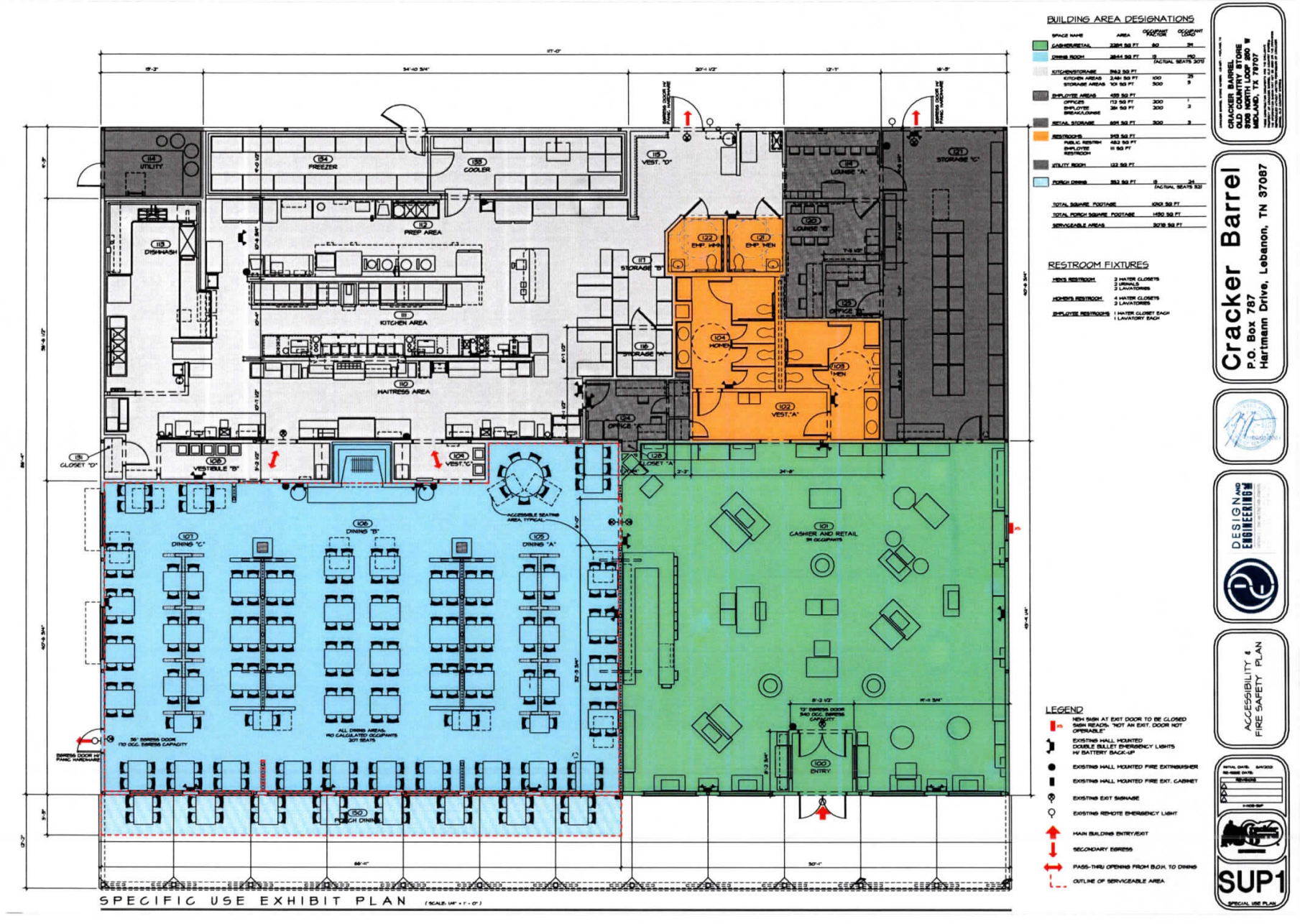
APPROVED AS TO CONTENT
AND COMPLETENESS:

_____
Charles Harrington, Director of Development Services

APPROVED ONLY AS TO FORM:

_____
John Ohnemiller, City Attorney

EXHIBIT "A"


BUILDING AREA DESIGNATIONS
RESTROOM FIXTURES
LEGEND
Cracker Barrel
P.O. Box 787
Hartmann Drive, Lebanon, TN 37087
DESIGN AND ENGINEERING
ACCESSIBILITY & FIRE SAFETY PLAN
SUP1
SPECIAL USE PLAN
SPECIFIC USE EXHIBIT PLAN

DocuSign Envelope ID: 1B31F124-B185-458F-8CD5-655251B6F6A5

MIDLAND Planning Division

Specific Use Permit with Term for the Sale of Alcoholic Beverages for On-Premises Consumption

Project Number: SUP-21-0106

Case Number: _____

Applicant *(if acting as Agent, see affidavit on page 2)* Printed Name: CBOCS Texas, LLC		Phone (615)443-4444 Email alcohollicensing@crackerbarrel.com	
Address 307 Hartmann Drive, Attn: Legal	City Lebanon	State TN	Zip 37087

Property Owner Printed Name: CB.MTX LLC		Phone (239)961-1832 Email ronald@demilt.com	
Address 4468 Brynwood Dr.	City Naples	State FL	Zip 34119

Representative *(if different from Applicant or Property Owner)* Firm: BrackinSchwartz PLLC Printed Name: Catherine Chamblee		Phone (512) 549-8906 Email catherine@txliquorlaw.com	
Address 511 W 7th St.	City Austin	State TX	Zip 78701

Street Address: 3108 W Loop 250 N, Midland, TX 79705

Business Name: Cracker Barrel Old Country Store #637

Legal Description
Lot: 08A Block: 027 Subdivision: Wydewood Estates, Sec. 29

Current Zoning: PD

Reason for Request: add beer and wine sales for on- and off-premise consumption to location

Type of Business *(restaurant, bar, lounge, nightclub, etc.)*: restaurant

Proposed/Current Days and Hours of Operation: 7:00 am - 9:00 pm Sun-Thurs; 7:00 am - 10:00 pm Friday - Saturday

Proposed Days and Hours of Alcohol Service: 7:00 am - 9:00 pm Sun-Thurs; 7:00 am - 10:00 pm Friday - Saturday

Total Square Footage of Business: 10,101 sq ft

Square Footage of Alcohol Serviceable Area: 6,196 sq ft

Restroom Fixtures: *Men*	**Toilets/Urinals:** 2 / 2	**Bathroom Sinks:** 2
Women	**Toilets:** 4	**Bathroom Sinks:** 2

Submittal and Fees

Items to be submitted with this application form:

- Application Fee – Payable to the 'City of Midland'
- Dimensioned Floor Plan showing:
  - Seating
  - Exits
  - Restrooms
  - Kitchen
  - 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): DocuSigned by: Jeff Wilson 5924FAAB47DE4A0... Date: 5/24/2021

Applicant (printed):

Property Owner (signature): Ronald De Milt Date: 5/18/2021

Property Owner (printed): CB MTX LLC (Ronald De Milt)

The Specific Use Permit 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 Catherine Chamblee who, being by me duly sworn, upon oath says: That (s)he is authorized by CB MTX 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.

Catherine Chamblee
Authorized Agent (*signature*)

Subscribed and sworn to before me, this 7th day of June, 20 21, to certify which witness my hand and seal of office

JESSICA REEDY SOLE
My Notary ID # 126422744
Expires February 25, 2024

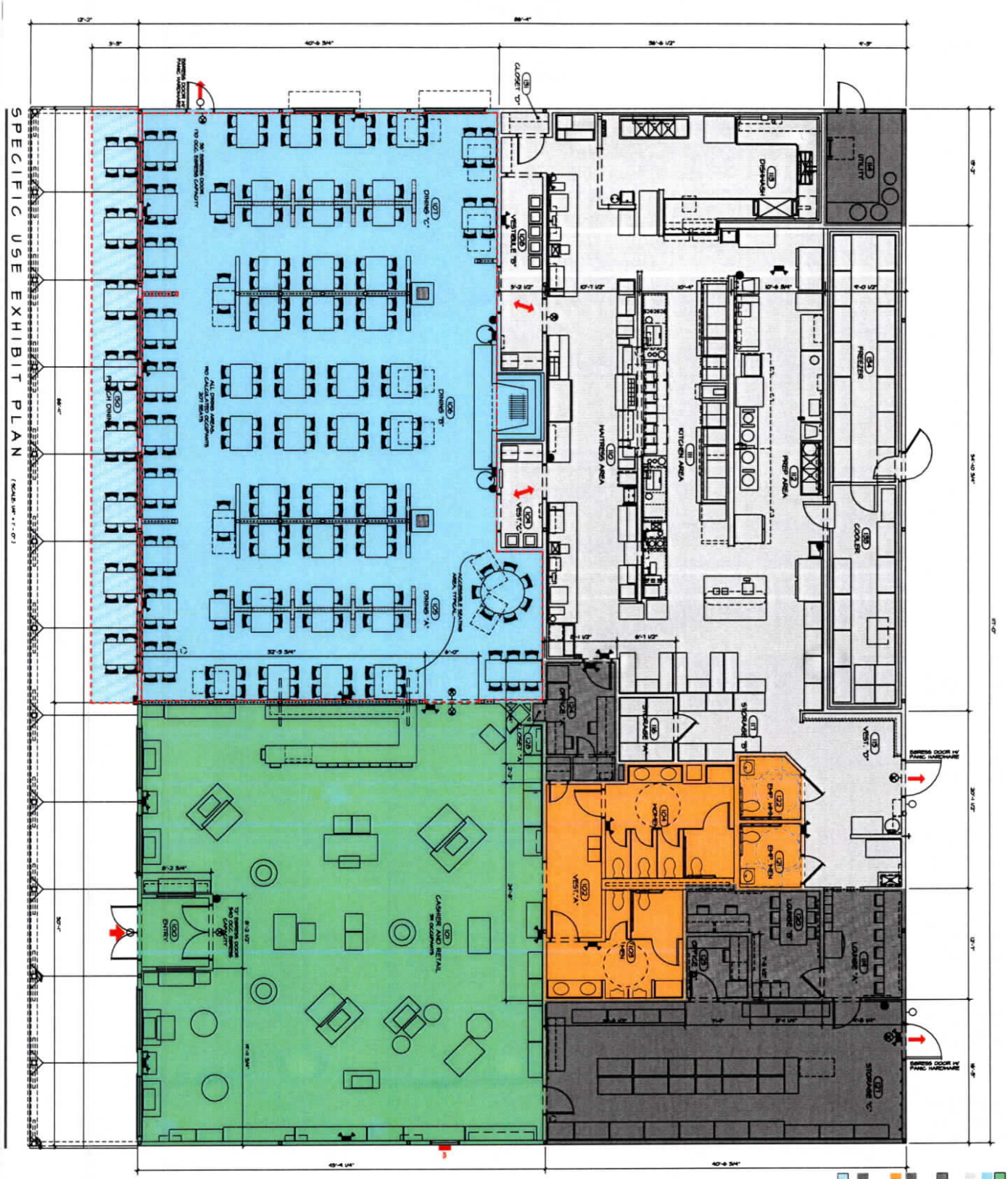
Jessica Reedy Sole
NOTARY PUBLIC, MIDLAND COUNTY, TEXAS

****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 # 4929	☐ Plans in Digital Format (PDF/JPEG)	RECEIVED JUN 10 2021
Received By:		Date:

BY: .....

****Application will not be considered for scheduling until reviewed by a planner.****



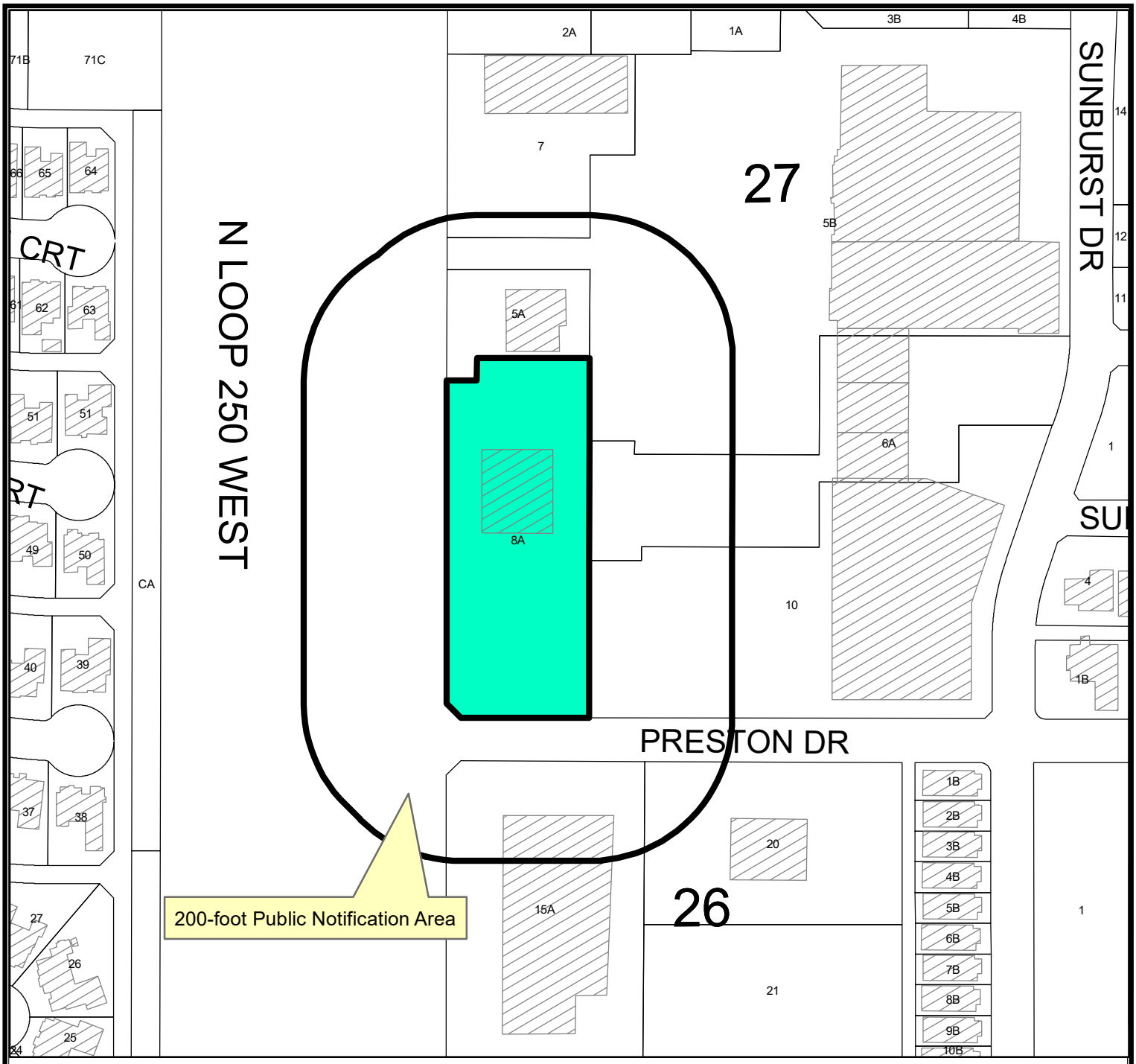
SUP1

ACCESSIBILITY & FIRE SAFETY PLAN

DESIGN AND ENGINEERING

Cracker Barrel
P.O. Box 787
Hartmann Drive, Lebanon, TN 37087

CRACKER BARREL
OLD COUNTRY STORE
3100 NORTH LOOP 250 W
MIDLAND, TX 79707



LOCATION MAP

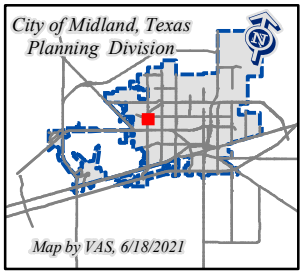
SUD-21-0106 **Scale: 1" = 200'**

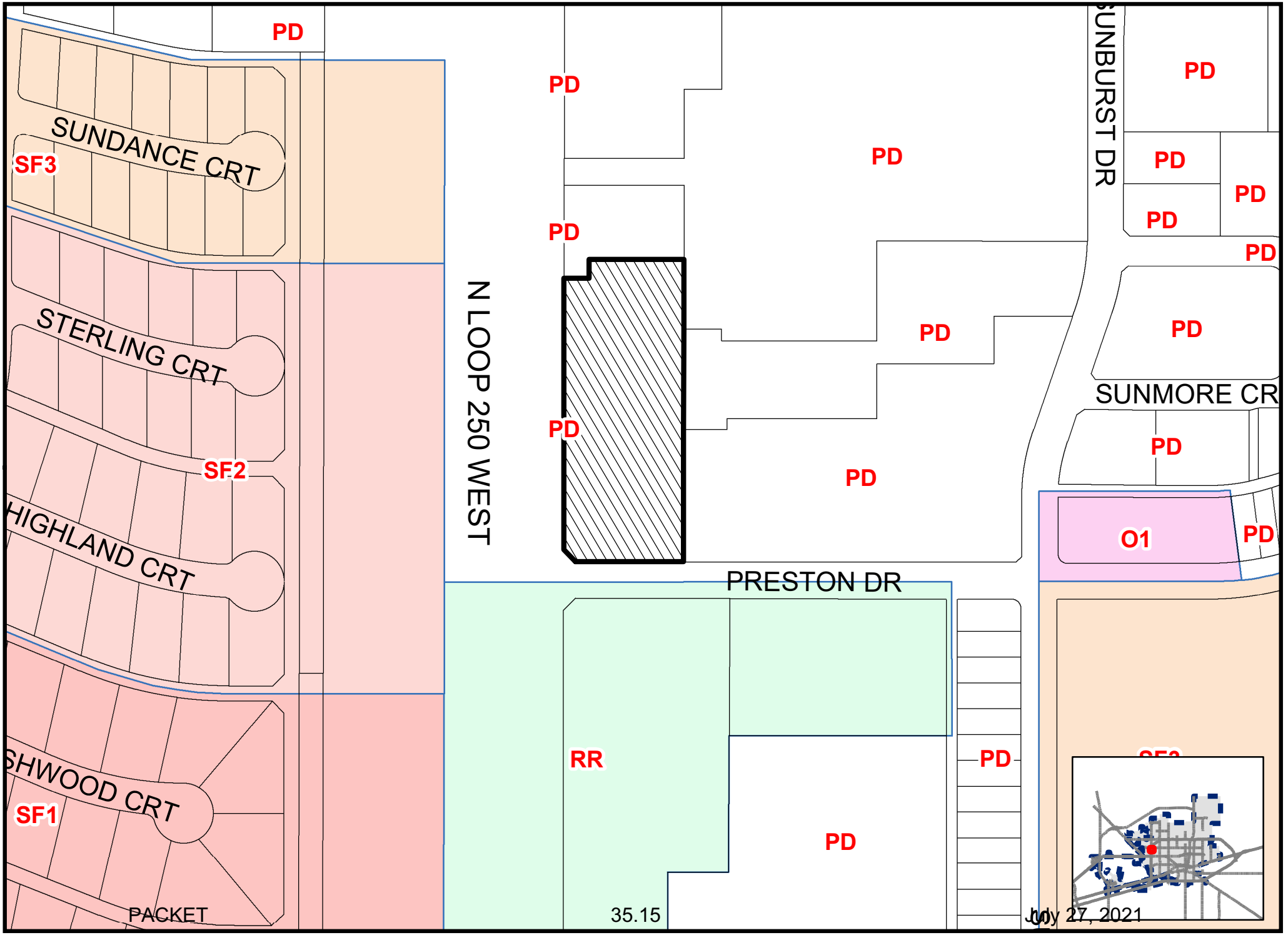
Consider a request by CBOCS Texas, LLC for a Specific Use Designation with Term for the Sale of all Alcoholic Beverages, for on premises consumption in a restaurant, on Lot 8A, Block 27, Wydewood Estates, Section 29, City and County of Midland, Texas.

Generally located on the northeast corner of the intersection of N. Loop 250 West Frontage Road and Preston Drive. (Council District 4)

LEGEND

- CITY LIMITS
- PARCEL
- PRIVATE BLDGS





Map By VAS, 6/21/2021

SUD-21-0106

Scale: 1" = 200'

ZONING MAP

© THE CITY OF MIDLAND - 2021: THIS DATA IS NOT A SUBSTITUTION FOR A SURVEY PRODUCT, NOR IS IT DESIGNED TO BE USED AS A PRIMARY TOOL IN PERMITTING OR OTHER DECISIONS BASED SOLELY ON THE INFORMATION CONTAINED HEREIN. THE CITY OF MIDLAND SHALL NOT BE RESPONSIBLE FOR ANY DECISIONS BASED UPON THE USE OF THIS DATA.

ORDINANCE NO. 8226

AN ORDINANCE AMENDING ORDINANCE NO. 7491, WHICH CREATED A "PLANNED DISTRICT" FOR A SHOPPING CENTER SO AS TO ADOPT AN AMENDED SITE PLAN; REMOVING THE PROPERTY DESCRIBED IN SECTION TWO HEREOF FROM THE FIRE 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); 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 amending the "Planned District" for a Shopping Center created by Ordinance No. 7491; 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 amend the site plan adopted by Ordinance No. 7491;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MIDLAND, TEXAS:

SECTION ONE. That the "Planned District" site plan adopted for the property described in Section One of Ordinance No. 7491, shall be amended in its entirety as set forth in Exhibit "B", attached hereto and incorporated herein by reference and subject to the following special conditions:

A. Development of this property shall conform to the attached site plans, Exhibits "A", "B" and "C", in all respects, except as otherwise stated below.

B. All building sites shown on Exhibit "A", except for Kohl's, shall be subject to future site plan review.

C. All outdoor lighting shall conform to the City of Midland policy to use full

cut-off fixtures.

D. The developer of this property shall be required to install a traffic signal at the intersection of Sunburst Drive and Wadley Avenue prior to the issuance of a Certificate of Occupancy in excess of 50,000 square feet of retail floor area.

E. The parking shown on the site plan is illustrative. The minimum number of required parking spaces shall be determined through the building permit process.

F. The landscaping shown on Exhibit "C" shall be installed adjacent to each platted lot as development occurs. However, the landscaping on the west side of Sunburst Drive shall be installed along the entire length of this street with the initial development of any building adjacent to it.

G. The location and design of the driveway on the Loop 250 service road must receive prior approval by the Texas Department of Transportation.

H. A private reciprocal access easement must be established among all lots shown on Exhibit "A" prior to the issuance of the first Certificate of Occupancy.

I. The developer shall be required to reconstruct Sunburst Drive from Wadley Avenue to the south end of the southernmost driveway on this street, to City standards, as a condition of final plat approval.

J. That the fence shown along Sunburst and Preston Drives shall be a minimum height of six feet, and shall be constructed of Mission Stone, as shown on the site plans. The entire fence shall be constructed with the construction of the first building within 100 feet of either street.

K. All business signs shall conform to the City of Midland Sign Code.

SECTION TWO. That the property described below shall be removed from the fire district and the building official is authorized and directed to remove the property from the fire district map.

A 20.160 acre tract of land out of Section 19, Block 39, T-1-S, T&P RR Company Survey, Midland County, Texas, as more full described in metes and bounds description attached hereto and incorporated herein as Exhibit "D".

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 23rd day of March, A.D., 2004; and passed to second reading on motion of Council member Morgan, seconded by Council member Simpson, by the following vote:

Council members voting "AYE": Morgan, Simpson, Perry, Dingus, Canon, 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 Simpson, seconded by Council member Dufford, on the 13th day of April, A.D., 2004, at a regular meeting of the City Council:

Council members voting "AYE": Simpson, Dufford, Perry, Morgan, Dingus, Canon and Hailey

Council members voting "NAY": None

PASSED AND APPROVED THIS 13th day of April, A.D., 2004.

Michael J. Canon, Mayor

ATTEST:

Kaylah J. McCord, Interim City Secretary

APPROVED AS TO FORM:

Keith Stretcher, City Attorney

City Council Agenda

Approved for Agenda:
MJohnston
City Manager's Office

MEETING DATE: **March 23, 2004**

TO: **CITY COUNCIL/CITY MANAGER**

FROM: **Cameron Walker, Planning Division Manager**

SUBJECT: **Planned District Site Plan Approval**

Purpose:
Hold a public hearing at 11:09 AM and consider an Ordinance on a request by Gulf Coast Commercial Management Inc. for a proposed Planned District Site Plan

Recommended City Council Action:
☒ Approve ☐ Deny ☐ Direction/Informational

Fiscal Impact: N/A

Discussion:
Kohl's Department Store wishes to construct a 96,000 square-foot retail store on a portion of a 20-acre tract. The property is zoned Planned District for a Shopping Center, subject to LR-2 District regulations and approval of a site plan prior to development. The applicant has submitted three site plans, Exhibits A, B and C, to satisfy the site plan approval requirement. The Planning and Zoning Commission recommended unanimous approval, with minor amendments, and no one spoke in opposition during the public hearing. Exhibit A is the "plan view" of the entire retail tract, and Exhibit B illustrates the elevation views of only the Kohl's building. Exhibit A will serve as the site plan illustrating the overall "plan" view of the entire shopping center. Exhibit B only represents the elevation views for Kohl's. Therefore, all sites other than Kohl's will be subject to future site plan review prior to development.

This retail site is bounded on all sides by public streets. This condition greatly increases the difficulty in designing the shopping center. Exhibit A indicates that in addition to Kohl's, five other retail stores would back toward Sunburst Drive, with four separate loading docks. A future expansion of the Kohl's building would extend it to within 15 feet of Sunburst Drive. A six-foot tall solid fence, constructed of Mission Stone, is proposed to screen the rear of these buildings. Additionally, junipers are proposed to be planted on 20-foot centers between the fence and the property line to soften the appearance. Three other retail sites are also shown on Exhibit A, for a total of nine sites.

Access is proposed from all four adjoining streets. TxDOT has approved the location of the single driveway on the Loop 250 service road. Another 45-foot wide driveway is planned from Wadley Avenue. There are two driveways on Sunburst Drive. These driveways will be used exclusively by delivery trucks, and not by customers. The northern driveway is designed for one-way northbound egress only. Sunburst Drive is *not* a designated truck route, and is not constructed to withstand the weight of heavy trucks. Consequently, the applicant has agreed to *reconstruct* Sunburst Drive from Wadley Avenue to the southernmost driveway. This requirement will be monitored through the associated platting process. The two driveways on Preston Drive will not be used for truck traffic. The planned district also requires the developer to install a traffic signal at the intersection of Wadley Avenue and Sunburst Drive.

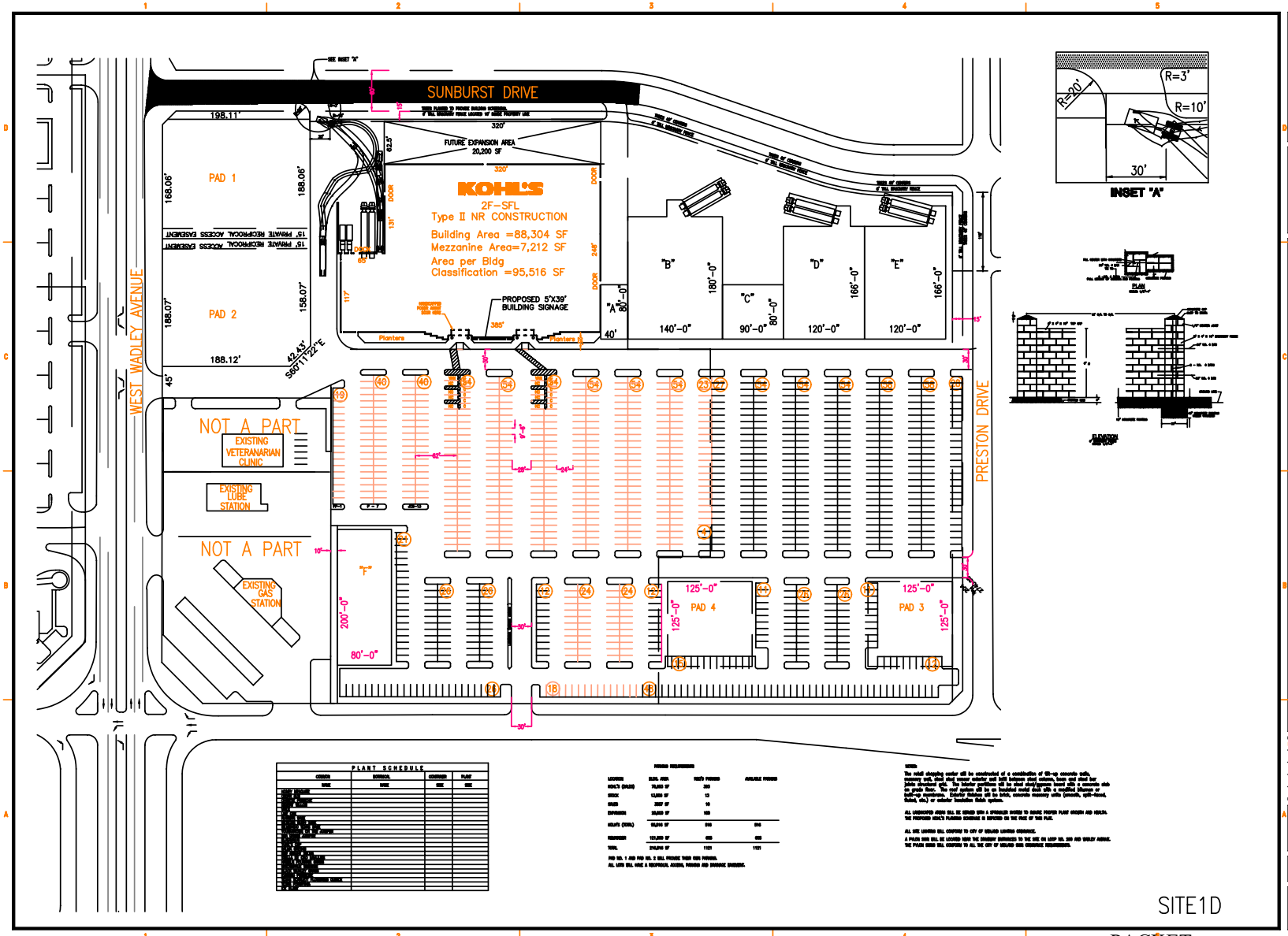
Exhibit B illustrates the elevation views of the Kohl' building. The maximum height is 25.5 feet, with a seven-foot parapet. The front of the building, facing Loop 250, will be constructed from a combination of brick veneer, stucco and glass. The brick veneer wraps around a portion of the southern side of the building. The remaining sides would be constructed of tilt-up concrete walls painted with a textured finish. These materials should result in an attractive structure compatible with recent development along Loop 250.

All business signs are proposed to comply with the Sign Code. A note on the site plan states that outdoor lighting will conform to the City's policy of utilizing full cut-off fixtures to avoid light pollution. Private reciprocal access easements across all lots is also required by the planned district. Exhibit C illustrates a landscaping plan, with a revised plant material list. All landscaping would be irrigated. No opposition was expressed before the Planning and Zoning Commission. In conclusion, we find that this site plan conforms to the conditions established by the original planned district ordinance and with City development policies. We concur with the Planning Commission's recommendation for approval, subject to the conditions contained in the attached ordinance.

CDS

Attachments:

February 17, 2004 Planning Commission Staff Report and minutes.
Exhibits A, B and C.
Proposed Ordinance



SCHWERDT DESIGN GROUP, INC.
ARCHITECTURE INTERIOR PLANNING

SITE PLANNING FOR:
MIDLAND

DATE YEAR

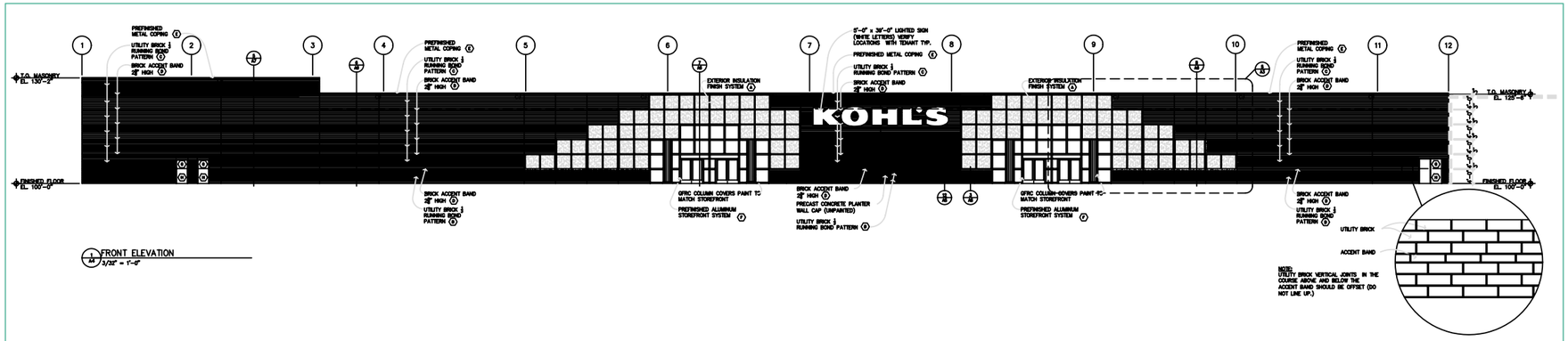
SHEET TITLE
SITE PLAN

PROJECT NUMBER
031078

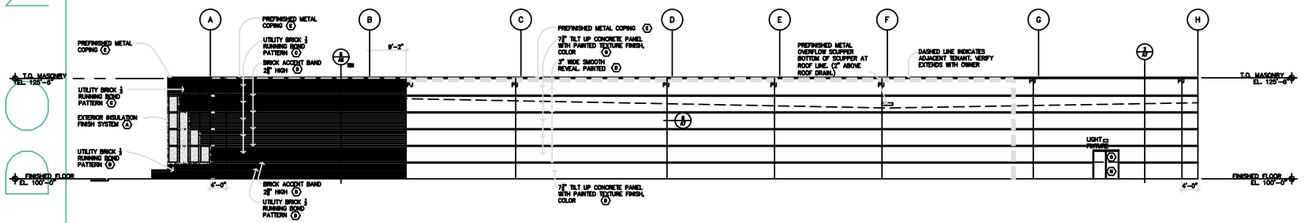
SHEET NUMBER
C-100

DO NOT USE

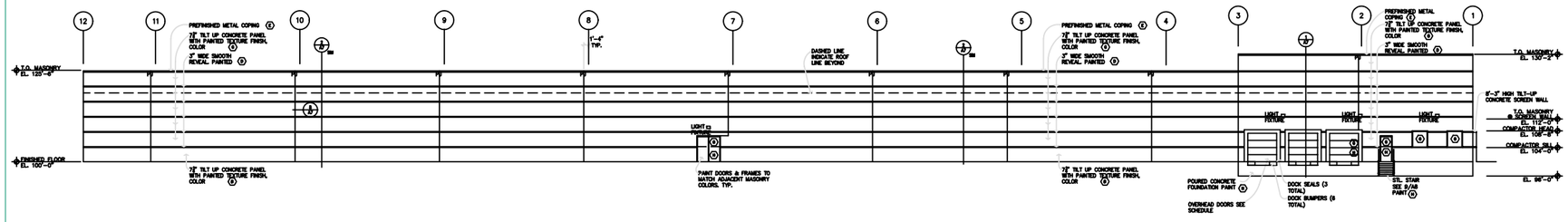
STAPLE AREA



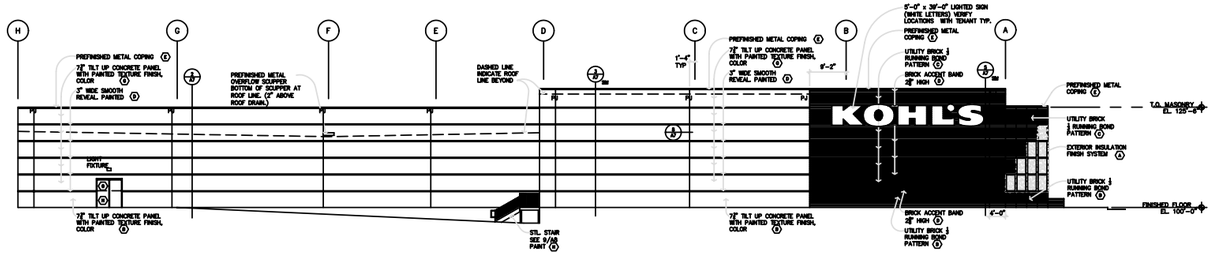
1/AA 3/32" = 1'-0" FRONT ELEVATION



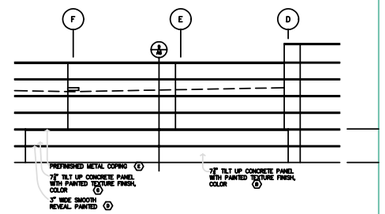
1/AA 3/32" = 1'-0" RIGHT ELEVATION



1/AA 3/32" = 1'-0" REAR ELEVATION



1/AA 3/32" = 1'-0" LEFT ELEVATION



1/AA 3/32" = 1'-0" RETAINING WALL ELEVATION

KKE architects
minneapolis
newport beach
pasadena

KKE Architects, Inc.
300 first avenue north
minneapolis, mn 55401
phone 612/ 339-3200
fax 612/ 339-8027

KOHL'S

Midland, Texas

Developed by:
Kohl's Department Stores, Inc.
N56 W17000 Ridgewood Drive
Menomonee Falls, Wisconsin 53051

COLOR LEGEND

- (A) TO MATCH DRYVIT QUARZPUTZ #112 "HAWKSWOOD BEIGE".
- (B) BELDEN BRICK CO. "POTOMAC CLEAR" (UTILITY SIZE) MORTAR COLOR: "NATURAL"
- (C) COAL'S BRICK CO. "KDS BRICK" (UTILITY SIZE) MORTAR COLOR: "NATURAL"
- (D) BRICK ACCENT BAND (KING SIZE) COLOR TO MATCH (B) MORTAR COLOR: "NATURAL"
- (E) TO MATCH COLORMAX "SIERRA TAN".
- (F) PREFINISHED "BONDERITE"
- (G) PAINT STO COLOR @NA02-0022
- (H) PAINT TO MATCH STO @NA00-0070

PAINT ALL EXTERIOR HOLLOW METAL AND OVERHEAD DOORS TO MATCH ADJACENT BUILDING COLOR.

PAINT ALL EXTERIOR STEEL STAIRS TO MATCH ADJACENT BUILDING COLOR.

PAINT PIPE BOLLARDS, PIPE AND CONDUIT AT GAS AND ELECTRIC METERS AND TRANSFORMER TO MATCH ADJACENT BUILDING COLOR. (COORDINATE TRANSFORMER COLOR WITH UTILITY COMPANY).

INFORMATION ON THIS DRAWING TAKES PRECEDENCE OVER THE SPECIFICATIONS MANUAL IF THE DOCUMENTS HAVE CONFLICTING INFORMATION.

No.	Date	Revision Description

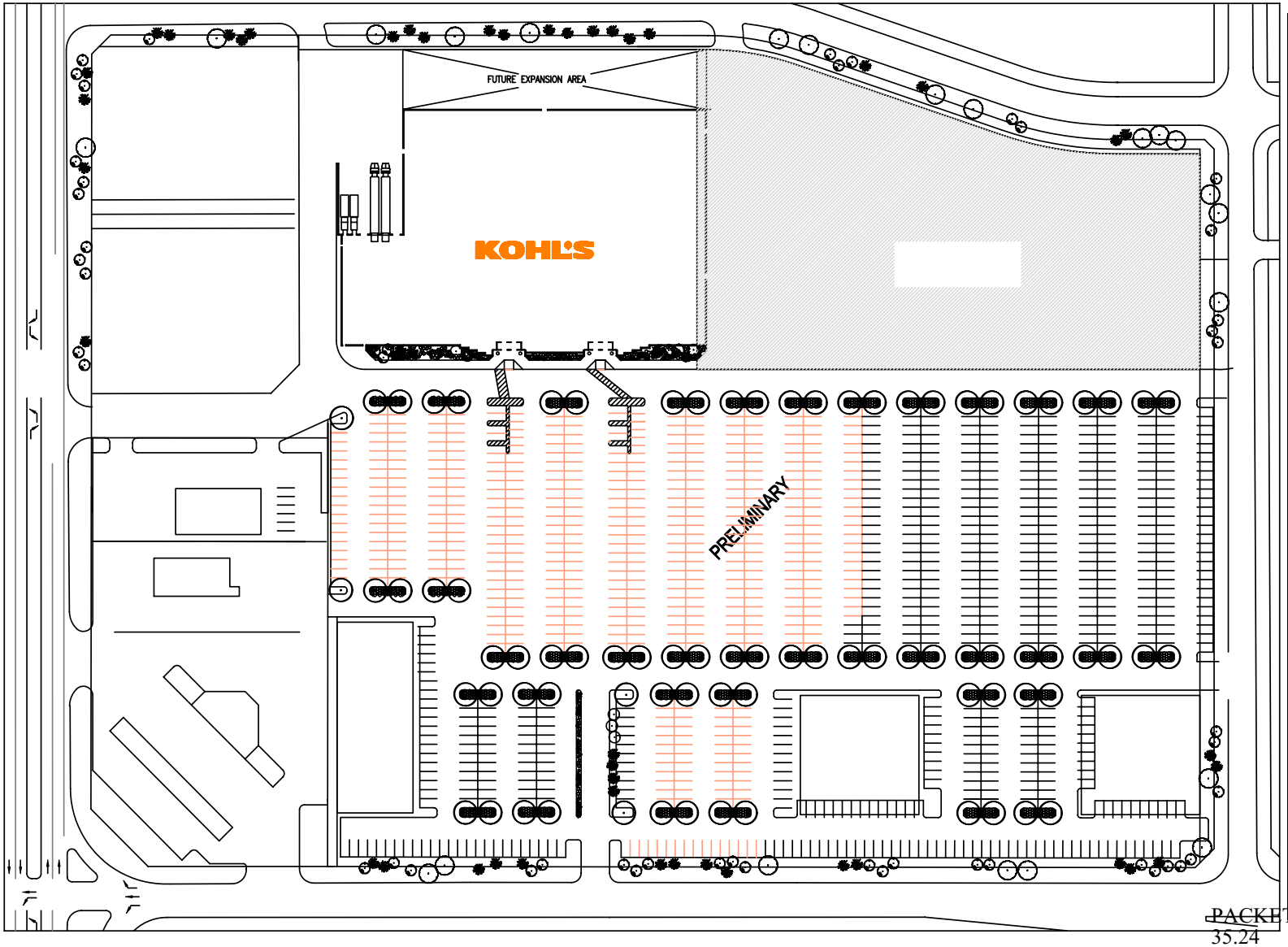
EXTERIOR ELEVATIONS

Scale: 3/32" = 1'-0"

Project	0404.4820.01
Date	December 30, 2003
Drawn by	ASM
Checked by	MC

Drawing Number A4

Copyright © 2003 by KKE Architects, Inc.



KOHL'S
SITE DEVELOPMENT

WEST WADLEY AND LOOP 250
MIDLAND, TEXAS

Sheet Notes

PRELIMINARY

KDC associates
LANDSCAPE ARCHITECTURE
PLANNING + DESIGN

Scale: NO SCALE
Plan North

Date: 3-15-04
Drawn By: KC
Checked By:

LANDSCAPE
SITE PLAN

Conceptual Only
Not For Bidding
Or Construction
Purposes.

SHEET
L-1
of 4




NOW HIRING!





City Council Meeting

Item Number: 36

Meeting Date: July 27, 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 A 0.43-ACRE TRACT OF LAND OUT OF LOT 14, BLOCK 1, 349 RANCH ESTATES, CITY AND COUNTY OF MIDLAND, TEXAS, FROM AE, AGRICULTURAL ESTATE DISTRICT TO SF-3, SINGLE-FAMILY DWELLING DISTRICT (GENERALLY LOCATED ON THE WEST SIDE OF SHAWNEE, APPROXIMATELY 175 FEET NORTH OF TEJAS); 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, SRP Properties, LLP is proposing to replat the lot to construct a residence. However, the proposed lot would not meet the minimum lot requirements of the AE, Agricultural Estate District.

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, south, and west are zoned AE, Agricultural Estate District and the locations of residences. The property to the east is zoned SF-3, Single Family Dwelling District, and the location of a residence.

Discussion:

The applicant, SRP Properties, LLP is requesting approval of a zone change to be able to replat the lot to construct a residence. The current zoning of this property is AE, Agricultural Estate 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 lot with an area of 18,829 square feet for the lot.

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.

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.

Code Compliance: (Approved with Conditions)

No Oil or Gas wells identified within 500 ft. permitted well radius or in the 135 ft. non-permitted well radius of location on plat.

Transportation: (Approved)

Site drainage, utilities, driveway access, and traffic circulation may be adjusted during construction drawing review as necessary to receive building permit approval from Engineering and Traffic Operations.

No objection to zone change.

Planning:

The Planning and Zoning Commission recommended approval of this request at the July 6, 2021 meeting.

Staff recommends approval of the zone change from AE, Agricultural Estate District to SF-3, Single-Family Dwelling District, subject to condition A.

Conditions:

A. That the use and development of this property shall conform to the regulations of the SF-3, Single-Family Dwelling District.

Letters of Objection:

As of July 16, 2021, staff has not received any letters of objection.

Attachments:

Application
Metes and Bounds (Exhibit A)
Proposed Plat (Exhibit B)
Maps

Morris Williams Jr.

City Manager's Office

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE A 0.43-ACRE TRACT OF LAND OUT OF LOT 14, BLOCK 1, 349 RANCH ESTATES, CITY AND COUNTY OF MIDLAND, TEXAS, FROM AE, AGRICULTURAL ESTATE DISTRICT TO SF-3, SINGLE-FAMILY DWELLING DISTRICT (GENERALLY LOCATED ON THE WEST SIDE OF SHAWNEE, APPROXIMATELY 175 FEET NORTH OF TEJAS); 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 0.43-acre tract of land out of Lot 14, Block 1, 349 Ranch Estates, 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 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 AE, Agricultural Estate 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

EXHIBIT "A"

FIELD NOTE DESCRIPTION OF A 0.43 ACRE TRACT OF LAND

FIELD NOTE DESCRIPTION OF A 0.43 ACRE TRACT OF LAND, LYING IN AND BEING OUT OF THE NORTH PORTION OF LOT 14, BLOCK 1, 349 RANCH ESTATES, AN ADDITION TO THE CITY OF MIDLAND, MIDLAND COUNTY, TEXAS AS FILED IN CABINET B, PAGE 287 OF THE PLAT RECORDS OF MIDLAND COUNTY, TEXAS AND BEING THE SAME TRACT OF LAND CALLED AS LOT 14, SAVE AND EXCEPT THE SOUTH PART THEREOF, AS RECORDED IN A GENERAL WARRANTY DEED AS DOCUMENT NUMBER 2020-33259 OF THE OFFICIAL PUBLIC RECORDS OF MIDLAND COUNTY, TEXAS AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

BEGINNING AT N.(Y): 10721722.95, E.(X): 1754642.92, A ONE-HALF INCH IRON ROD FOUND IN THE SOUTH LINE OF A TWENTY FOOT PUBLIC ALLEY AND ALSO BEING THE NORTHEAST CORNER OF LOT 13, BLOCK 1, OF SAID 349 RANCH ESTATES SUBDIVISION AND THE NORTHWEST CORNER HEREOF;

THENCE N 75°36'58" E, ALONG THE SOUTH LINE OF SAID PUBLIC ALLEYWAY, 104.58 FEET TO A ONE-HALF INCH IRON ROD FOUND IN THE WEST LINE OF SHAWNEE STREET, A SIXTY FOOT WIDE PUBLIC ROADWAY, AND ALSO BEING A POINT OF CONCAVE CURVATURE TO THE RIGHT WITH A RADIUS OF 836.99 FEET, AND A CHORD BEARING AND DISTANCE OF S 25°42'38" E, 143.94 FEET, AND THE NORTHEAST CORNER HEREOF;

THENCE ALONG THE ARC OF SAID CURVE A TOTAL OF 144.12' FEET TO A ONE-HALF INCH IRON ROD FOUND AT A POINT IN THE WEST LINE OF SAID SHAWNEE STREET AND FOR THE NORTHEAST CORNER OF THE SAME SAVE AND EXCEPTED TRACT CALLED THE SOUTH PART OF LOT 14 AS DESCRIBED IN SAID GENERAL WARRANTY DEED, AND FOR THE SOUTHEAST CORNER HEREOF;

THENCE S 59°20'44" W, ALONG THE NORTH LINE OF SAID SAVE AND EXCEPTED SOUTH PART OF LOT 14 TO A ONE-HALF INCH IRON ROD SET WITH CAP MARKED "MAVERICK FIRM #10194514" IN THE EAST LINE OF LOT 13 AND THE SOUTHWEST CORNER HEREOF;

THENCE N 15°06'37" W, ALONG THE EAST LINE OF SAID LOT 13, IN ALL, 179.26 FEET TO THE **POINT OF BEGINNING** CONTAINING 0.43 ACRES OR 18,829 SQUARE FEET OF LAND.

BASIS OF BEARINGS, DISTANCES AND COORDINATES ARE A LAMBERT CONICAL PROJECTION OF THE TEXAS COORDINATE SYSTEM, STATE PLANE GRID, TEXAS CENTRAL ZONE (4203), NORTH AMERICAN DATUM 1983, U. S. SURVEY FOOT

July 14, 2021

Gregory W. Shoults
www.maverick-eng.com
Texas RPLS - No. 5356
Maverick Engineering (FIRM – No. 10194514)

MIDLAND
Planning Division

Zone Change/Planned District Amendment/Site Plan Approval

Project Number: Z-21-0243

Case Number: _____

Applicant *(if acting as Agent, see affidavit on page 2)* Printed Name: Maverick Engineering		Phone (432) 262-20999 Email phuckaba@maverick-eng.com	
Address 1909 W Wall St Ste K	City MIdland	State TX	Zip 79701

Property Owner Printed Name: SRP Properties LLP		Phone ( ) Email	
Address 5316 Bella Place	City Midland	State TX	Zip 79705

Representative *(if different from Applicant or Property Owner)* Firm: Maverick Engineering Printed Name: Paladin Huckaba		Phone (432)262-0999 Email phuckaba@maverick-eng.com	
Address 1909 W Wall St Ste K	City Midland	State TX	Zip 79701

Street Address: NA

Legal Description
Lot: 14 Block: 1 Subdivision: 349 Ranch Estates

Current Zoning: AE	**Proposed Zone:** SF3 *(List by tracts if more than one district is requested)*

Reason for Zone Change Request: Construction of Residence

Present Use of Property: Vacant

Proposed Use of Property: Construction of Residence

How would this zone change affect the public health, safety and welfare? no adverse affect

Describe how conditions affecting the property have changed since present zoning designation: no change

Submittal and Fees
Items to be submitted with this application form:

- Application Fee – Payable to the 'City of Midland'
- Dimensioned Site Plan
- Digital Copies of Site Plan (PDF/JPEG)

Signature *(by property owner only – authorized agent must sign affidavit below)*	
Applicant (signature):	Date: 6/7/2021
Applicant (printed): Paladin Huckaba - Maverick Engineering	
Property Owner (signature): Casey Jones	Date: 6/7/2021
Property Owner (printed) : Casey Jones - SRP Properties LLP	

The Zone Change/Planned District Amendment/Site Plan Approval shall be considered officially received in the Planning office only when it has been submitted in full compliance with the provisions of Section 212 of the Texas Local Government Code and the Zoning Code of Ordinances of the City of Midland and when such required items for the application are also received.

All materials, including exhibits, submitted in support of an application, or displayed during a public hearing, shall remain the property of the City of Midland.

If an agent is authorized by the property owner to file and execute the application on behalf of the property owner, the agent must complete the affidavit below.

STATE OF TEXAS
COUNTY OF MIDLAND

Before me, the undersigned authority, on this day personally appeared Andrew L Mellen who, being by me duly sworn, upon oath says: That (s)he is authorized by SRP Properties LLP, the owner of the above described property, to fully represent him/her in this application and that (s)he had the legal right, power and authority to sign said owner's name hereto as his/her attorney in fact.

Andrew L Mellen
Authorized Agent (*signature*)

Subscribed and sworn to before me, this 7th day of June, 2021, to certify which witness my hand and seal of office.

NOTARY PUBLIC STATE OF TEXAS
Kelsey Ann Stine
My Commission Expires
02/19/2022
ID No. 131456388

Kelsey Ann Stine
NOTARY PUBLIC, MIDLAND COUNTY, TEXAS

FOR OFFICE USE ONLY

- ☑ Property Owner Authorization
- ☑ Application Fee
- Check # 3451
- ☐ Dimensioned Site Plan
- ☐ Plans in Digital Format (PDF/JPEG) > not required

Received By: Joseph Mayfield

Date: RECEIVED JUN 07 2021 BY:

****Application will not be considered for scheduling until reviewed by a planner.**

MAVERICK
ENGINEERING • SURVEY • WATER RESOURCES
1909 West Wall Street, Suite K • Midland, TX 79701
Tel: 432.262.0999 • Fax: 432.262.0989 • maverick-eng.com
ENGINEER FIRM #: F-15089 | SURVEY FIRM #:10194514

FIELD NOTE DESCRIPTION OF A 0.43 ACRE TRACT OF LAND

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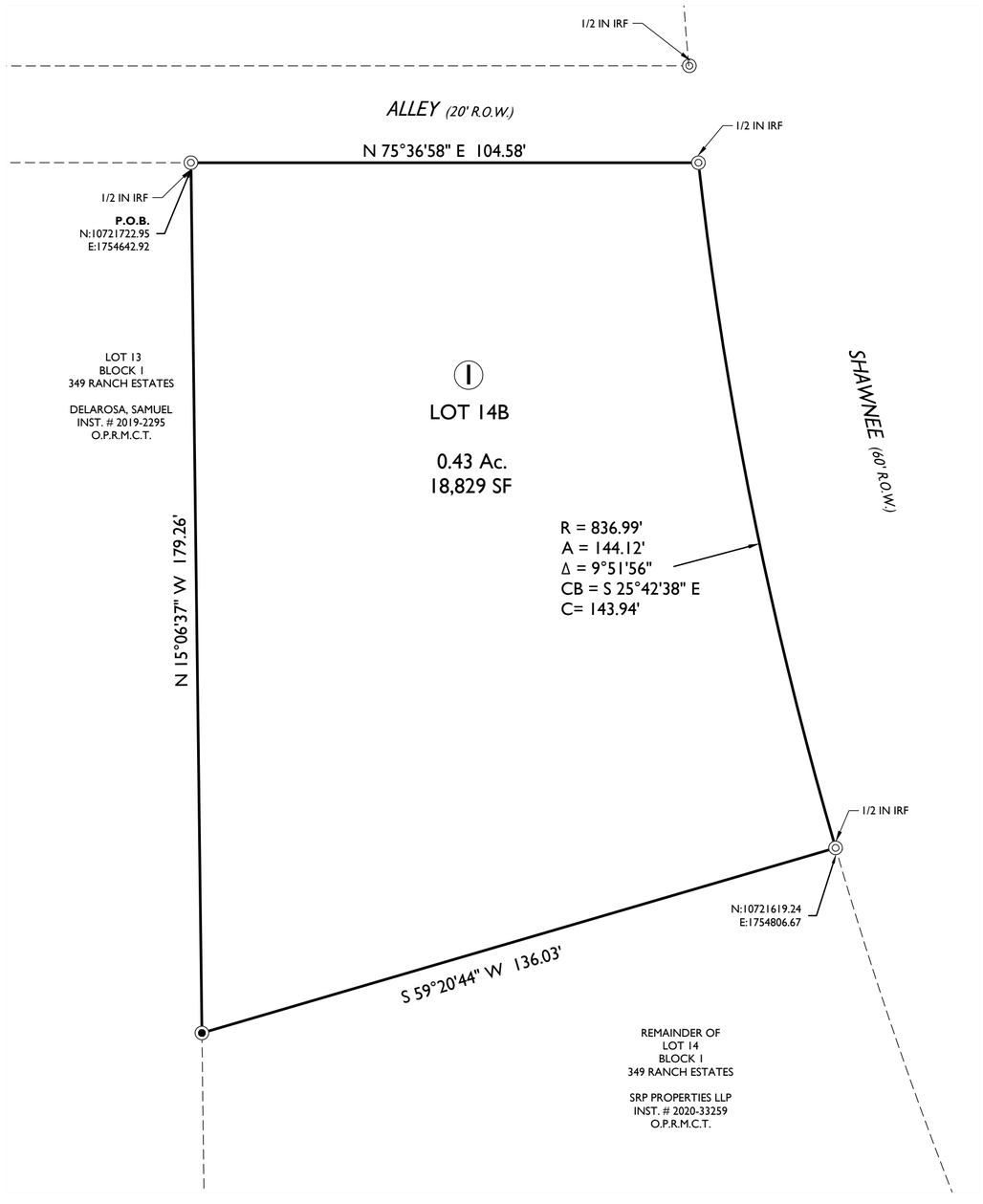
July 14, 2021

Gregory W. Shoults
www.maverick-eng.com
Texas RPLS - No. 5356
Maverick Engineering (FIRM – No. 10194514)

PRELIMINARY PLAT

349 RANCH ESTATES, SECTION 23

BEING A REPLAT OF THE NORTH 0.43 ACRES OF LOT 14, BLOCK 1, 349 RANCH ESTATES, AN ADDITION TO THE CITY AND COUNTY OF MIDLAND, TEXAS



PROPERTY OWNER

SRP PROPERTIES, LLP
5316 BELLA PLACE
MIDLAND, TX 79705
DEED INSTRUMENT #2020-33259

PLAT FILED FOR RECORD
MIDLAND COUNTY, TEXAS

NO. _____ CABINET _____

DATE _____ PAGE _____

FEMA NOTE

FLOOD STATEMENT: ACCORDING TO FEMA'S N.F.I.P. FLOOD INSURANCE RATE MAP #48329C0100F, DATED SEPTEMBER 16, 2005, THIS PROPERTY IS WITHIN THE UNSHADED PORTION OF ZONE "X", DESIGNATED AS "AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN."

THIS FLOOD STATEMENT DOES NOT IMPLY THAT THE PROPERTY AND/OR THE STRUCTURES THEREON WILL BE FREE FROM FLOODING OR FLOOD DAMAGE. ON RARE OCCASIONS, GREATER FLOODS CAN AND WILL OCCUR AND FLOOD HEIGHTS MAY BE INCREASED BY MAN-MADE OR NATURAL CAUSES. THIS STATEMENT SHALL NOT CREATE LIABILITY ON THE PART OF MAVERICK ENGINEERING COMPANY.

OWNER'S CERTIFICATE

THE STATE OF TEXAS
COUNTY OF MIDLAND

WHEREAS SRP PROPERTIES, LLP, is the record owner of a tract of land situated in Section 12, Block X, T-1-S, H.P. Hilliard Survey, City and County of Midland, Texas.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

That SRP PROPERTIES, LLP, being the owner of the land shown on this plat designated as 349 RANCH ESTATES, SECTION 23, an Addition to the City of Midland, Midland County, Texas and whose name is subscribed hereto, do hereby dedicate to the public use forever the streets, alleys, and easements shown thereon; and do hereby give an easement of ingress and egress to the City of Midland for garbage collection, utility facility access and maintenance, location and maintenance of trash containers and access thereto, and condition said easement that no construction shall commence on said lot or lots until the exact location of said containers therewith has been selected and approved by the Director of Utilities.

WITNESS my hand at _____ - ___M.,

the_____day of _____, 2021.

By: _____

ACKNOWLEDGEMENT

THE STATE OF TEXAS
COUNTY OF MIDLAND,

Before me, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared _____ known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he was acting as owner, and that he executed the same for the purposes and consideration therein expressed, and in the capacity therein stated. Given under my hand and seal of office this

the _____ day of _____, 2021.

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

CERTIFICATE OF APPROVAL

This is to certify that the above and foregoing plat of 349 RANCH ESTATES, SECTION 23, was approved by proper action of the City Planning and Zoning Commission of the City of Midland, Texas on this

_____day of _____ 2021.

REGGIE LAWRENCE, CHAIRMAN

CRISTINA ODENBORG BURNS, SECRETARY

SURVEYOR'S CERTIFICATE

KNOW ALL MEN BY THESE PRESENTS:

That I, GREGORY W. SHOULTS, a Registered Professional Land Surveyor in the State of Texas, do hereby certify that this plat was prepared from an actual and accurate survey of the land and that the corner monuments shown thereon were properly located under my personal supervision, in accordance with the Subdivision Regulations of the City of Midland, Texas.

PRELIMINARY - THIS DOCUMENT SHALL NOT BE RECORDED FOR ANY PURPOSE

GREGORY W. SHOULTS RPLS#5374
Maverick Engineering (TX Firm #10194514)
1909 W. Wall Street, Suite, K
Midland, TX 79701

UTILITY COMPANY'S CERTIFICATE

This plat has been checked for accessibility of utilities.

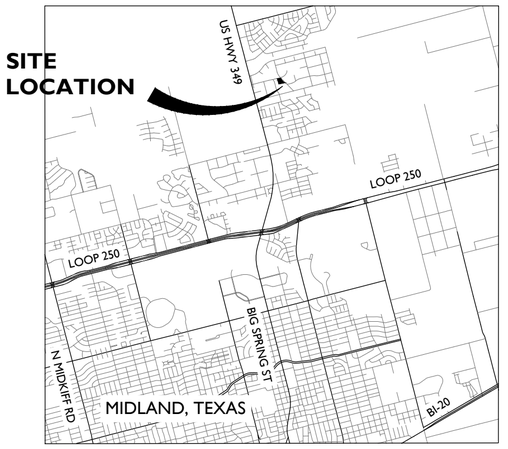
ATMOS ENERGY
BY: _____

AT&T
BY: _____

SUDDENLINK COMMUNICATION
BY: _____

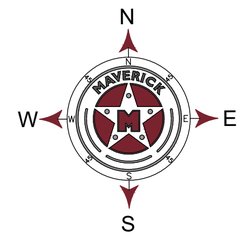
GRANDE COMMUNICATION
BY: _____

ONCOR ELECTRIC DELIVERY
BY: _____



VICINITY MAP

N.T.S.





LEGEND

- DENOTES SET 1/2-INCH IRON ROD W/RED PLASTIC CAP MARKED "10194514"
- DENOTES FOUND MONUMENT AS NOTED
- DENOTES BOUNDARY LINE
- DENOTES EXISTING LOTS LINES

DEVELOPMENT NOTES

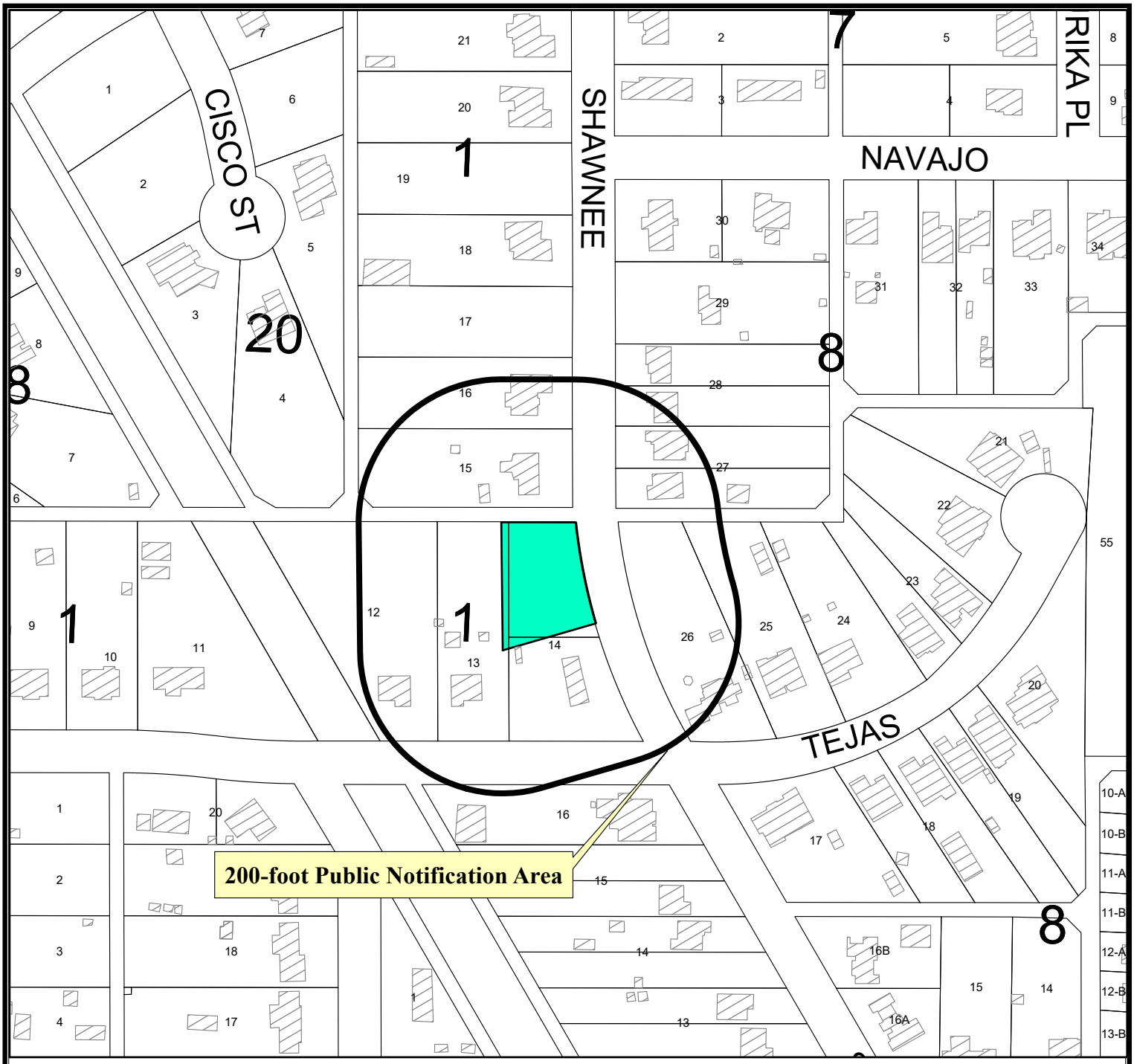
1. *SELLING A PORTION OF THIS ADDITION BY METES AND BOUNDS MAY BE A VIOLATION OF CITY ORDINANCE AND STATE LAW AND SUBJECT TO FINES AND WITHHOLDING OF UTILITIES AND BUILDING PERMITS.*
2. *APPROVAL OF A SITE PLAN BY THE CITY OF MIDLAND MAY BE REQUIRED BEFORE THE DEVELOPMENT OF ANY LOT AND BEFORE A BUILDING PERMIT MAY BE OBTAINED.*
3. *BASIS OF BEARINGS, COORDINATES AND DISTANCES ARE A LAMBERT CONICAL PROJECTION OF THE TEXAS COORDINATE SYSTEM, STATE PLANE GRID, CENTRAL ZONE (4203), NORTH AMERICAN DATUM OF 1983.*
4. *IMPACT FEES WILL BE ASSESSED DURING THE FINAL PLATTING PROCESS, IMPLEMENTATION AND COLLECTION OF IMPACT FEES WILL TAKE PLACE DURING THE BUILDING PERMIT PROCESS. ADDITIONAL IMPACT FEES OR INCREASES IN FEES MAY NOT BE ASSESSED AGAINST THE TRACT UNLESS THE NUMBER OF SERVICE UNITS TO BE DEVELOPED ON THE TRACT INCREASED.*

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

349 RANCH ESTATES ADDITION, SECTION 23

Drawing : F:\2021\210035-CASEY JONES-349 RANCH ESTATES RE-PLAT\DRAWINGS\PLAT\210035 PRELIMINARY PLAT.DWG Last Saved By: Paladin on 5/3/21



LOCATION MAP

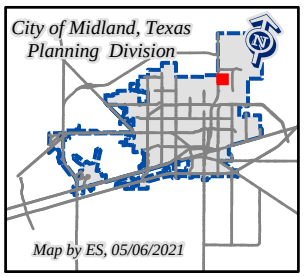
Z-21-0243 **Scale: 1" = 250'**

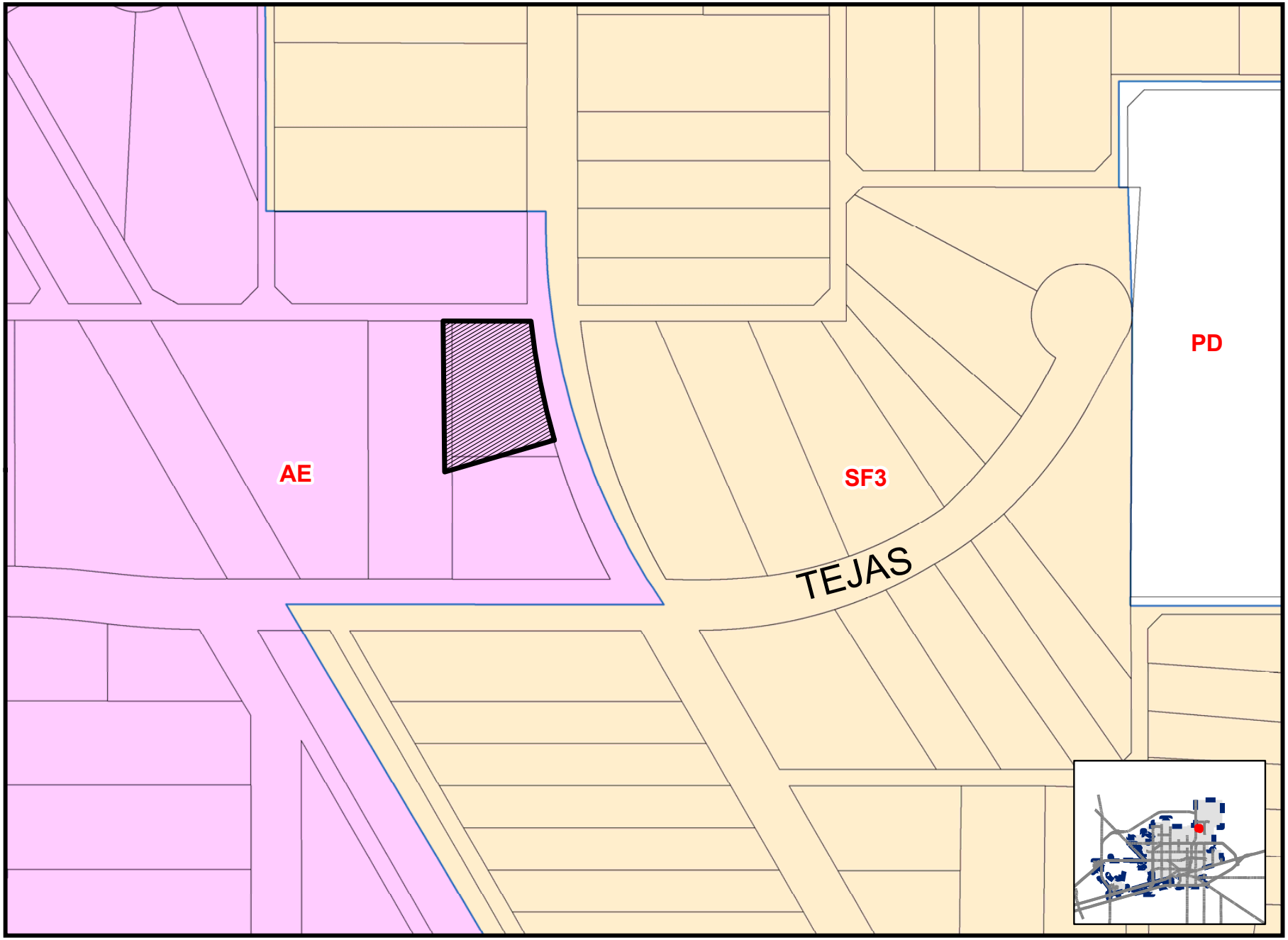
Consider a request by SRP Properties, LLP for a zone change from AE, Agricultural Estate District to SF-3, Single Family Dwelling District on the northern 0.43 Acres portion of Lot 14, Block 1, 349 Ranch Estates, City and County of Midland, Texas

Generally located on the west side of Shawnee, approximately 175 feet north of Tejas. Council District 1

LEGEND

- CITY LIMITS
- PARCEL
- PRIVATE BLDGS





Map By ES, 04/07/2021

Z-21-0243

Scale: 1" = 200'

ZONING MAP

PACKET
36.13
July 27, 2021









City Council Meeting

Item Number: 37

Meeting Date: July 27, 2021

To: City Council / City Manager

From: Valerie A. Sherman, Senior Planner

Subject: **AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE THE NORTH HALVES OF TRACTS 12, 13 AND 14, HILLCREST ACRES, AND THE ENTIRETY OF LOT 2, BLOCK 3, HILLCREST ACRES, SECTION 10, CITY AND COUNTY OF MIDLAND, TEXAS, FROM SF-1, SINGLE-FAMILY DWELLING DISTRICT TO PD, PLANNED DEVELOPMENT DISTRICT FOR AN OFFICE CENTER AND HOUSING DEVELOPMENT (GENERALLY LOCATED ON THE SOUTH SIDE OF ANDREWS HIGHWAY, APPROXIMATELY 170 FEET EAST OF WOODCREST DRIVE); CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION (COUNCIL DISTRICT 4) (DEVELOPMENT SERVICES)**

Purpose:

The applicant is requesting this zone change to PD, Planned Development District for an Office Center and Housing Development, to develop Safe Place of Midland's Campus.

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 across Andrews Highway are zoned SF-1, Single-Family Dwelling District and the location of residences, and O-1, Office District, and the location of a vacant lot.

The property to the east is zoned SF-1, Single-Family Dwelling District and the location of a residence. The properties to the south are zoned SF-1, Single-Family Dwelling District and the location of residences. The properties to the west are zoned PD, Planned District for an Office Center and the location of the Midland Central Appraisal District, and LI, Light Industrial District, and the location of a vacant lot.

Discussion:

The applicant is requesting this zone change to PD, Planned Development District for an Office Center and Housing Development, to develop Safe Place of Midland's Campus.

The proposed site plan (Exhibit A) shows approximately 49,600 square feet of buildings, including for administration, childcare, a future activity center, and twenty-four (24) individual living units, for victims of domestic violence. Seventy (70) parking spaces are proposed throughout the campus.

This proposed project has been circulated to and reviewed by respective City departments for internal review and their comments, conditions, and requirements are as follows:

Building: (Approved)

No issues. All future structures must adhere to the 2018 International Building Codes, the 2015 International Energy Code, the 2020 NEC requirements, the 2015 International Fire Codes, local city ordinances, zoning requirements, established setbacks, and floodplain requirements if necessary.

Engineering: (Approved)

No objection to zone change.

Site drainage, utilities, driveway access, and traffic circulation may be adjusted during construction drawing review as necessary to receive building permit approval from Engineering and Traffic Operations.

Transportation: (Approved 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.

Fire: (Approved)

No objections.

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.

Planning:

Per the Future Land Use map, this location is designated as Urban Medium; which calls for a mix of housing types, neighborhood and community commercial, office, and service uses; therefore, this zone change complies with the Future Land Use plan.

This request has been recommended for approval by a unanimous vote at the July 6, 2021 Planning and Zoning Commission meeting.

Staff recommends approval of the zone change from SF-1, Single-Family Dwelling District to PD, Planned Development District for an Office Center and Housing Development, subject to conditions A through F.

Conditions:

A. That the use and development of this property shall conform to the regulations of the O-1, Office District, except as stated below.

B. That this property shall conform to the site plan, which is attached hereto and incorporated herein as Exhibit A.

C. That the landscaping shall conform to the regulations set forth in Title XI, Chapter 9 of the City Code.

D. That the signage for this property shall conform to the regulations set forth in Title XI, Chapter 7a. of the City Code.

Letters of Objection:

As of July 21, 2021, staff has not received any letters of objection.

Attachments:

Site Plan (Exhibit A)
Application
Maps



City Manager's Office

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE THE NORTH HALVES OF TRACTS 12, 13 AND 14, HILLCREST ACRES, AND THE ENTIRETY OF LOT 2, BLOCK 3, HILLCREST ACRES, SECTION 10, CITY AND COUNTY OF MIDLAND, TEXAS, FROM SF-1, SINGLE-FAMILY DWELLING DISTRICT TO PD, PLANNED DEVELOPMENT DISTRICT FOR AN OFFICE CENTER AND HOUSING DEVELOPMENT (GENERALLY LOCATED ON THE SOUTH SIDE OF ANDREWS HIGHWAY, APPROXIMATELY 170 FEET EAST OF WOODCREST DRIVE); CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION

WHEREAS, the City Planning and Zoning Commission and the Governing Body of the City of Midland, in compliance with the City Charter, the City Code, and State law, have given the requisite notices by United States mail, publication and otherwise; and after a full and fair hearing to all of the property owners generally and particularly to those interested persons situated in the affected area and in the vicinity thereof, the Governing Body finds that the public health, safety and general welfare will be best served by rezoning the north halves of Tracts 12, 13 and 14, Hillcrest Acres, and the entirety of Lot 2, Block 3, Hillcrest Acres, Section 10, City and County of Midland, Texas (the "Property") to PD, Planned Development District for an Office Center and Housing Development and adopting a site plan therefor, as set out hereinafter;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MIDLAND, TEXAS:

SECTION ONE. That the Zoning District Map of the City of Midland, Texas, is hereby amended to rezone the Property from SF-1, Single-Family Dwelling District to PD, Planned Development District for an Office Center and Housing Development.

SECTION TWO. That the base zoning district to which the use and development of the Property shall conform, except as modified by Section Three of this ordinance, is the

O-1, Office District.

SECTION THREE. That a site plan, which is attached hereto as Exhibit "A" and incorporated herein for all purposes, is hereby adopted, and the use and development of the Property shall be subject to the following conditions and restrictions:

A. That the Property shall significantly conform to the site plan attached hereto as Exhibit "A".

B. That the landscaping shown in Exhibit "A" shall be considered illustrative. The landscaping shall conform to the regulations set forth in Title XI, Chapter 9 of the City Code.

C. That the signs on the Property shall conform to the regulations set forth in Title XI, Chapter 7a of the City Code.

SECTION FOUR. That the definitions given in the zoning regulations contained in the City Code of the City of Midland, Texas, shall be applicable to such of those terms as are used herein.

SECTION FIVE. The provisions of this ordinance are to be cumulative of all other ordinances or parts of ordinances governing or regulating the same subject matter as that covered herein; provided, however, that all prior ordinances or parts of ordinances inconsistent with or in conflict with any of the provisions of this ordinance are hereby expressly repealed to the extent of any such inconsistency or conflict.

SECTION SIX. If any section, subsection, sentence, clause or phrase of this ordinance is, for any reason, held to be unconstitutional or invalid, such holding shall not affect the validity of the remaining portions of this ordinance. The Council of the City of Midland hereby declares that it would have passed this ordinance and each section, subsection, sentence, clause, or phrase hereof irrespective of the fact that any one or more sections, subsections, sentences, clauses, or phrases be declared unconstitutional or invalid.

SECTION SEVEN. The penalty for violation of this ordinance shall be in accordance with the general penalty provisions contained in Section 1-3-1 of the City Code of Midland, Texas, which provides for a fine not exceeding two thousand dollars

($2,000.00).

SECTION EIGHT. The City Secretary is hereby authorized and directed to publish the descriptive caption of this ordinance in the manner and for the length of time prescribed by the law as an alternative method of publication.

The above and foregoing ordinance was duly proposed, read in full and adopted on first reading, the _____ day of _____, A.D., 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

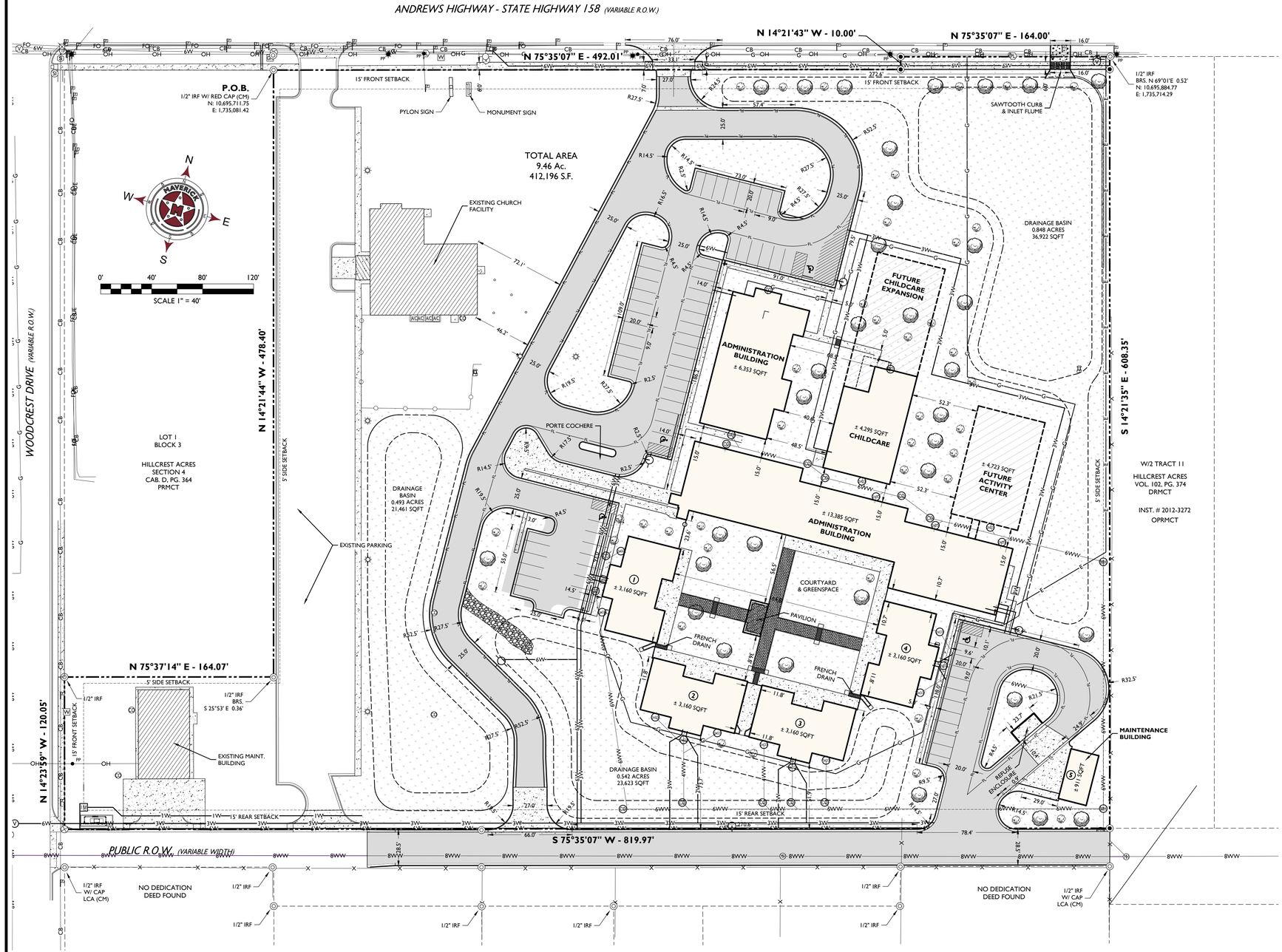
APPROVED AS TO CONTENT
AND COMPLETENESS:

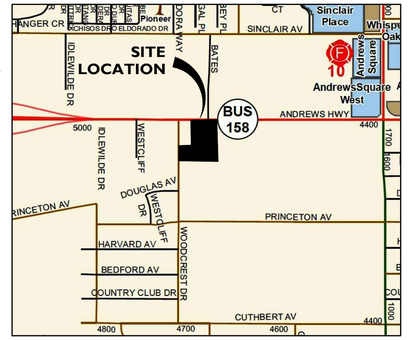
_____
Charles Harrington, Director of Development Services

APPROVED ONLY AS TO FORM:

_____
John Ohnemiller, City Attorney

EXHIBIT "A"





VICINITY MAP

N.T.S.

DEVELOPMENT NOTES:

- GENERAL: SITE PLAN IS FOR A PROPOSED PLANNED DISTRICT FOR VICTIMS OF DOMESTIC VIOLENCE AND INCLUDES OFFICE SPACE, CONFERENCE SPACES, SHELTER SUPPORT SPACES ALONG WITH TEMPORARY TRANSIENT HOUSING ALL WITHIN AN EVENTUAL ± 49,600 (INCLUDING FUTURE ACTIVITIES BUILDING AND DOUBLING THE SIZE OF THE CHILDCARE BUILDING) SQUARE FEET OF NEW BUILDING CONSTRUCTION ALL LOCATED ON TRACTS 11-14, AND LOT 2, BLOCK 3, HILLCREST ACRES AND HILLCREST ACRES, SECTION 10 RESPECTIVELY, AND AS EXHIBITED BY THE PENDING PRELIMINARY REPLAT KNOWN AS HILLCREST ACRES, SECTION 14, CITY & COUNTY OF MIDLAND, TEXAS. THE SITE IS LOCATED NEAR THE INTERSECTION OF ANDREWS HIGHWAY AND WOODCREST DRIVE IN WEST MIDLAND. THE DEVELOPMENT IS CURRENTLY ZONED SF-1 FOR A SINGLE FAMILY DISTRICT AND IS PROPOSED FOR A PD, WITH AN "OFFICE DISTRICT 1" (O-1) UNDERLYING.
- DEVELOPMENT: THE DEVELOPMENT WILL INITIALLY CONSIST OF EIGHT NEW STRUCTURES AS SHOWN AND A FUTURE PHASE WHICH WILL INCLUDE A PROPOSED ADDITION TO THE CHILDCARE FACILITIES AND NEW CAMPUS ACTIVITY CENTER.
- BUILDING HEIGHT: THE STRUCTURE IS PLANNED TO BE MULITPLE STRUCTURES ORIENTED IN A CAMPUS LAYOUT INTENDED FOR OFFICE USE AND HOUSING VICTIMS OF DOMESTIC VIOLENCE. ALL BUILDINGS PROPOSED NOT TO EXCEED 25' (TWENTY FIVE FEET) IN MAXIMUM HEIGHT. BUILDING SETBACK REQUIREMENTS AS SHOWN. 15' (FIFTEEN) FRONT AND 5' (FIVE) SIDE YARD SETBACKS.
- ACCESS: THE SITE IS PLANNED FOR THREE (3) ACCESS POINTS, ONE TO THE NORTH ACCESSING ANDREWS HIGHWAY. AND TWO TO THE SOUTH ACCESSING A PROPOSED BACKAGE ROAD IN AN EXISTING PUBLIC RIGHT-OF-WAY. ALL ACCESS POINTS ARE PLANNED FOR BOTH INGRESS AND EGRESS. THE FOLLOWING EASEMENTS ARE PLANNED TO GRANT ACCESS; UTILITY ACCESS EASEMENT, BLANKET GARBAGE COLLECTION & FACILITIES MAINTENANCE EASEMENT, PEDESTRIAN ACCESS EASEMENTS.
- FIRE ACCESS: ACCESS FOR FIRE TRUCKS WILL BE ALONG THE PROVIDED 20 FT FIRELANE CORRIDOR.
- PARKING: ON-SITE PARKING WILL BE PROVIDED WITH 70 STANDARD PARKING SPACES, AND AN ADDITIONAL 4 ACCESSIBLE PARKING SPACES.
- TRASH: TRASH ENCLOSURES WILL BE IN COMPLIANCE WITH THE CITY OF MIDLAND REQUIREMENTS. ON-SITE TRASH COLLECTION WILL BE COLLECTED BY THE CITY OF MIDLAND UTILIZING SIDE LOADING TRUCKS.
- UTILITIES: PUBLIC UTILITIES ARE NOT PRESENT. NEW WATER & SEWER SERVICE TAPS WILL BE REQUIRED
- DRAINAGE: STORM WATER RUNOFF WILL BE DETAINED SO AS NOT TO INCREASE EXISTING PEAK RUNOFF WITHIN BASINS AS PROPOSED.

LANDSCAPE NOTES:

- LANDSCAPING ELEMENTS SHOWN ON THIS EXHIBIT ARE FOR ILLUSTRATIVE PURPOSES ONLY, AND DOES NOT NECESSARILY REFLECT THE FINAL DESIGN LANDSCAPING.
- THE LANDSCAPE PLAN THAT WILL BE SUBMITTED FOR CITY APPROVAL WILL BE IN COMPLIANCE WITH CITY STANDARDS.

DIMENSIONAL NOTE:

- DIMENSIONS SHOWN ARE TYPICALLY TO BACK OF CURB UNLESS NOTED OTHERWISE.
- SIDEWALKS WILL BE 5 FT. IN WIDTH UNLESS NOTED OTHERWISE.

LEGEND

- DENOTES SET 1/2-INCH IRON ROD
- DENOTES FOUND MONUMENT AS NOTED
- DENOTES SAW CUT "X"
- DENOTES A/C PAD
- DENOTES EXISTING CABLE BOX
- DENOTES EXISTING CABLE PEDISTAL
- DENOTES EXISTING CLEAN OUT
- DENOTES EXISTING ELECTRIC BOX
- DENOTES EXISTING ELECTRIC METER
- DENOTES EXISTING FIBER OPTIC BOX
- DENOTES EXISTING FIBER OPTIC PEDESTAL
- DENOTES EXISTING FIRE HYDRANT
- DENOTES EXISTING TRANSFORMER PAD
- DENOTES EXISTING GAS MANHOLE
- DENOTES EXISTING GAS METER
- DENOTES EXISTING GAS RISER
- DENOTES EXISTING GAS VALVE
- DENOTES EXISTING GREASE TRAP
- DENOTES EXISTING GUY ANCHOR
- DENOTES HANDICAP SYMBOL
- DENOTES EXISTING IRRIGATION VALVE
- DENOTES EXISTING LIGHT POLE
- DENOTES EXISTING MANHOLE
- DENOTES EXISTING POWER POLE
- DENOTES EXISTING STUB OUT
- DENOTES EXISTING TELEPHONE PEDESTAL
- DENOTES EXISTING UTILITY MARKER
- DENOTES EXISTING WATER METER
- DENOTES EXISTING WATER VALVE
- DENOTES EXISTING WATER WELL
- DENOTES EXISTING BOLLARD
- DENOTES EXISTING FLAG (PIN)
- DENOTES EXISTING PARKING BOLLARD
- DENOTES EXISTING PYLON SIGN - DOUBLE POLE
- DENOTES EXISTING SIGN
- DENOTES EXISTING STOP SIGN
- O.P.R.M.C.T. DENOTES OFFICIAL PUBLIC RECORDS, MIDLAND CO., TX
- D.R.M.C.T. DENOTES DEED RECORDS, MIDLAND CO., TX
- P.R.M.C.T. DENOTES PLAT RECORDS, MIDLAND CO., TX
- DENOTES PROP FIRE HYDRANT
- DENOTES PROP WATER METER
- DENOTES PROP WATER VALVE
- DENOTES PROP IRRIGATION VALVE
- DENOTES PROP PIV
- DENOTES PROP CLEANOUT
- DENOTES PROP DBL CLEANOUT
- DENOTES PROP MANHOLE
- DENOTES PROP PLUG
- DENOTES EXISTING FIBER OPTIC LINE
- DENOTES BOUNDARY LINE
- DENOTES BUILDING SETBACK LINE
- DENOTES EXISTING EASEMENT LINE
- DENOTES EXISTING FENCE
- DENOTES EXISTING GAS LINE
- DENOTES EXISTING OVERHEAD ELECTRIC LINE
- DENOTES PROP 4" WASTEWATER
- DENOTES PROP 6" WASTEWATER
- DENOTES EXISTING 8" WASTEWATER
- DENOTES EXISTING UNDERGROUND CABLE LINE
- DENOTES PROP 3" WATER MAIN
- DENOTES PROP 4" WATER MAIN
- DENOTES EXISTING 6" WATER MAIN
- DENOTES PROP 6" WATER MAIN
- DENOTES PROP FIRE LANE
- DENOTES ACCESSORY BUILDING
- DENOTES CONCRETE
- DENOTES PAVEMENT
- DENOTES PROP RIPRAP
- DENOTES BUILDING

FEMA FIRM NOTES:

COMMUNITY NUMBER	PANEL NUMBERS	SUFFIX	DATE OF FIRM	ZONE	BASE FLOOD ELEVATION
48329	182 & 069	F	09/16/2005	X	N/A

PRELIMINARY REVIEW:

THESE PLANS ARE FOR THE PURPOSES OF INTERIM/PRELIMINARY REVIEW. THEY SHALL NOT BE USED FOR THE PURPOSES OF CONSTRUCTION.

MAVERICK ENGINEERING
1909 West Wall Street, Suite "K"
Midland, Texas 79701
Tel: (432) 262-0999 Fax: (432) 262-0989
www.Maverick-Eng.com

REVISIONS	BY	APPR.	DATE
06/03/2021 COURTYARD UPDATE			
06/21/2021 CALLOUTS			

DRAWN BY: PRH
CHECKED BY: ADH
APPROVED BY: ALM
DATE: 05/26/2021
JOB: 20036

PD ZONING SITE PLAN

SAFE PLACE OF MIDLAND

A 9.46-ACRE TRACT, BEING THE WEST HALF OF THE NORTH HALF OF TRACT 11 AND THE NORTH HALF OF TRACTS 1, 13, AND 14, HILLCREST ACRES, AND ALL OF LOT 2, BLOCK 3, HILLCREST ACRES, SECTION 10, AN ADDITION TO THE CITY OF MIDLAND, MIDLAND COUNTY, TEXAS

SHEET **SP-01** OF 01

MIDLAND
Planning Division

Zone Change/Planned District Amendment/Site Plan Approval

Project Number: Z-21-0244

Case Number:

Applicant *(if acting as Agent, see affidavit on page 2)* Printed Name:		Phone ( ) Email	
Address	City	State	Zip

Property Owner Printed Name: Safe Place of the Permian Basin		Phone (432) 522-7202 Email cwayland@safeplacenow.com	
Address PO Box 11331	City Midland	State TX	Zip 79702

Representative *(if different from Applicant or Property Owner)* Firm: Maverick Engineering Printed Name: Paladin Huckaba		Phone (432) 262-0999 Email phuckaba@maverick-eng.com	
Address 1909 W Wall St Ste K	City Midland	State TX	Zip 79701

Street Address: 4629, 4625, 4623, 4613 Andrews Hwy

Legal Description
Lot: Block: Subdivision: Hillcrest Acres

Current Zoning: SF1

Proposed Zone: PD (O-1 underlying)
(List by tracts if more than one district is requested)

Reason for Zone Change Request: Support the development of vacant acreage to expand the community service mission of Safe Place of Midland with new admin building, childcare, and shelter housing.

Present Use of Property: Vacant

Proposed Use of Property: Shelter housing, childcare, administration building with offices

How would this zone change affect the public health, safety and welfare? Will contribute to the ability of Safe Place to expand it's mission and assistance to the community for those in need

Describe how conditions affecting the property have changed since present zoning designation: No known change

Submittal and Fees
Items to be submitted with this application form:

- Application Fee – Payable to the 'City of Midland'
- Dimensioned Site Plan
- Digital Copies of Site Plan (PDF/JPEG)

Signature *(by property owner only – authorized agent must sign affidavit below)*	
Applicant (signature):	Date:
Applicant (printed):	
Property Owner (signature): Carole Wayland	Date: 6/8/21
Property Owner (printed): Carole Wayland	

The Zone Change/Planned District Amendment/Site Plan Approval shall be considered officially received in the Planning office only when it has been submitted in full compliance with the provisions of Section 212 of the Texas Local Government Code and the Zoning Code of Ordinances of the City of Midland and when such required items for the application are also received.

All materials, including exhibits, submitted in support of an application, or displayed during a public hearing, shall remain the property of the City of Midland.

If an agent is authorized by the property owner to file and execute the application on behalf of the property owner, the agent must complete the affidavit below.

STATE OF TEXAS
COUNTY OF MIDLAND

Before me, the undersigned authority, on this day personally appeared Andrew L Mellen who, being by me duly sworn, upon oath says: That (s)he is authorized by Site Place of the Permian Basin, the owner of the above described property, to fully represent him/her in this application and that (s)he had the legal right, power and authority to sign said owner's name hereto as his/her attorney in fact.

Andrew L. Mellen
Authorized Agent (*signature*)

Subscribed and sworn to before me, this 9th day of June, 2021, to certify which witness my hand and seal of office.

NOTARY PUBLIC STATE OF TEXAS
Kelsey Ann Stine
My Commission Expires
02/19/2022
ID No. 131456388

Kelsey Ann Stine
NOTARY PUBLIC, MIDLAND COUNTY, TEXAS

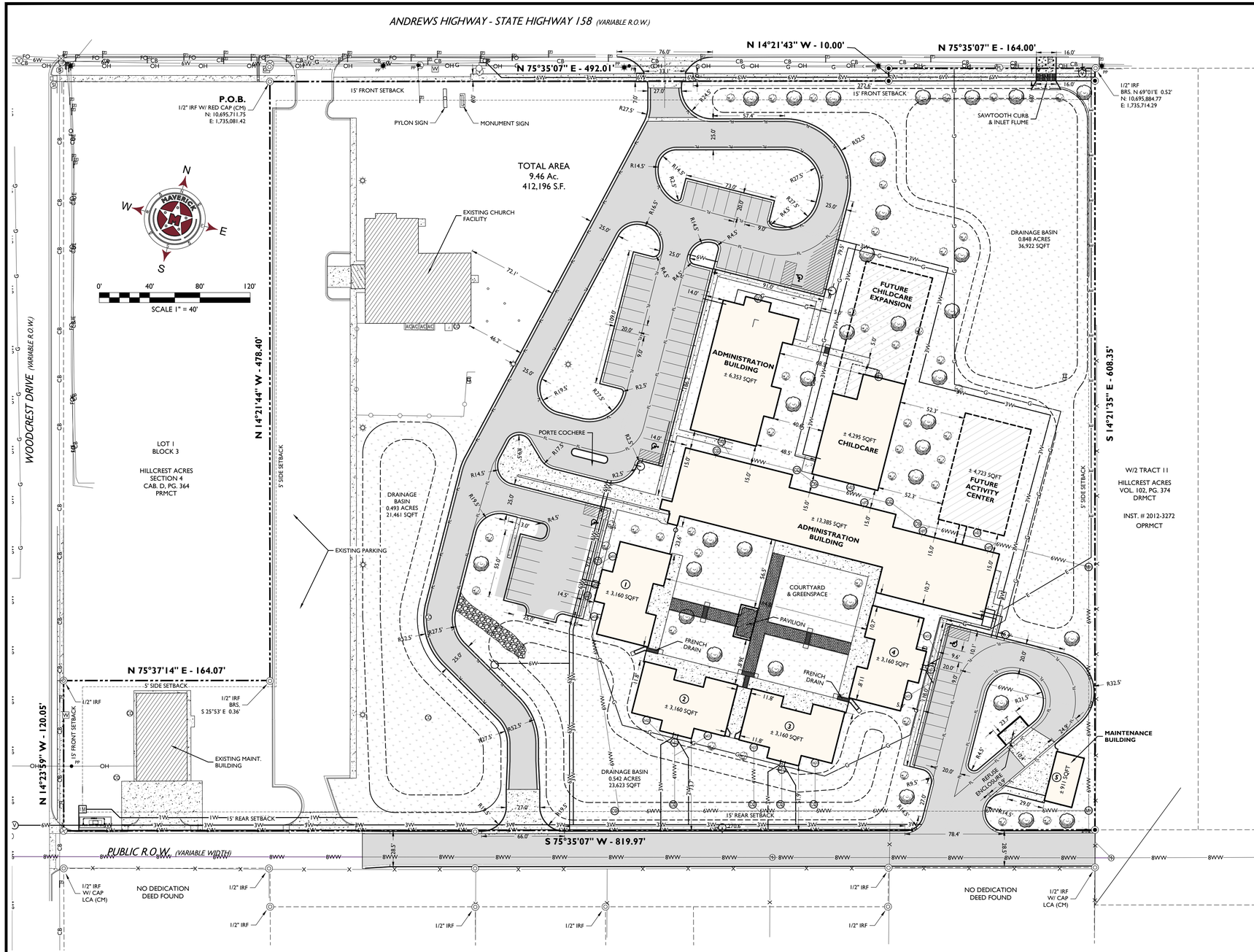
FOR OFFICE USE ONLY

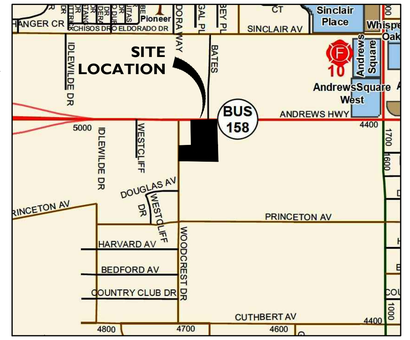
- ☑ Property Owner Authorization
- ☑ Application Fee
- Check # 3445
- ☑ Dimensioned Site Plan
- ☐ Plans in Digital Format (PDF/JPEG)

Received By: Joseph Maynard Date:

RECEIVED
JUN 09 2021
BY:

Application will not be considered for scheduling until reviewed by a planner.





VICINITY MAP

N.T.S.

DEVELOPMENT NOTES:

- GENERAL: SITE PLAN IS FOR A PROPOSED PLANNED DISTRICT FOR VICTIMS OF DOMESTIC VIOLENCE AND INCLUDES OFFICE SPACE, CONFERENCE SPACES, SHELTER SUPPORT SPACES ALONG WITH TEMPORARY TRANSIENT HOUSING ALL WITHIN AN EVENTUAL ± 49,600 (INCLUDING FUTURE ACTIVITIES BUILDING AND DOUBLING THE SIZE OF THE CHILDCARE BUILDING) SQUARE FEET OF NEW BUILDING CONSTRUCTION ALL LOCATED ON TRACTS 11-14, AND LOT 2, BLOCK 3, HILLCREST ACRES AND HILLCREST ACRES, SECTION 10 RESPECTIVELY, AND AS EXHIBITED BY THE PENDING PRELIMINARY PLAT KNOWN AS HILLCREST ACRES, SECTION 14, CITY & COUNTY OF MIDLAND, TEXAS. THE SITE IS LOCATED NEAR THE INTERSECTION OF ANDREWS HIGHWAY AND WOODCREST DRIVE IN WEST MIDLAND. THE DEVELOPMENT IS CURRENTLY ZONED SF-1 FOR A SINGLE FAMILY DISTRICT AND IS PROPOSED FOR A PD, WITH AN "OFFICE DISTRICT 1" (O-1) UNDERLYING.
- DEVELOPMENT: THE DEVELOPMENT WILL INITIALLY CONSIST OF EIGHT NEW STRUCTURES AS SHOWN AND A FUTURE PHASE WHICH WILL INCLUDE A PROPOSED ADDITION TO THE CHILDCARE FACILITIES AND NEW CAMPUS ACTIVITY CENTER.
- BUILDING HEIGHT: THE STRUCTURE IS PLANNED TO BE MULITPLE STRUCTURES ORIENTED IN A CAMPUS LAYOUT INTENDED FOR OFFICE USE AND HOUSING VICTIMS OF DOMESTIC VIOLENCE. ALL BUILDINGS PROPOSED NOT TO EXCEED 25' (TWENTY FIVE FEET) IN MAXIMUM HEIGHT. BUILDING SETBACK REQUIREMENTS AS SHOWN. 15' (FIFTEEN) FRONT AND 5' (FIVE) SIDE YARD SETBACKS.
- ACCESS: THE SITE IS PLANNED FOR THREE (3) ACCESS POINTS, ONE TO THE NORTH ACCESSING ANDREWS HIGHWAY. AND TWO TO THE SOUTH ACCESSING A PROPOSED BACKAGE ROAD IN AN EXISTING PUBLIC RIGHT-OF-WAY. ALL ACCESS POINTS ARE PLANNED FOR BOTH INGRESS AND EGRESS. THE FOLLOWING EASEMENTS ARE PLANNED TO GRANT ACCESS; UTILITY ACCESS EASEMENT, BLANKET GARBAGE COLLECTION & FACILITIES MAINTENANCE EASEMENT, PEDESTRIAN ACCESS EASEMENTS.
- FIRE ACCESS: ACCESS FOR FIRE TRUCKS WILL BE ALONG THE PROVIDED 20 FT FIRELANE CORRIDOR.
- PARKING: ON-SITE PARKING WILL BE PROVIDED WITH 70 STANDARD PARKING SPACES, AND AN ADDITIONAL 4 ACCESSIBLE PARKING SPACES.
- TRASH: TRASH ENCLOSURES WILL BE IN COMPLIANCE WITH THE CITY OF MIDLAND REQUIREMENTS. ON-SITE TRASH COLLECTION WILL BE COLLECTED BY THE CITY OF MIDLAND UTILIZING SIDE LOADING TRUCKS.
- UTILITIES: PUBLIC UTILITIES ARE NOT PRESENT. NEW WATER & SEWER SERVICE TAPS WILL BE REQUIRED
- DRAINAGE: STORM WATER RUNOFF WILL BE DETAINED SO AS NOT TO INCREASE EXISTING PEAK RUNOFF WITHIN BASINS AS PROPOSED.

LANDSCAPE NOTES:

- LANDSCAPING ELEMENTS SHOWN ON THIS EXHIBIT ARE FOR ILLUSTRATIVE PURPOSES ONLY, AND DOES NOT NECESSARILY REFLECT THE FINAL DESIGN LANDSCAPING.
- THE LANDSCAPE PLAN THAT WILL BE SUBMITTED FOR CITY APPROVAL WILL BE IN COMPLIANCE WITH CITY STANDARDS.

DIMENSIONAL NOTE:

- DIMENSIONS SHOWN ARE TYPICALLY TO BACK OF CURB UNLESS NOTED OTHERWISE.
- SIDEWALKS WILL BE 5 FT. IN WIDTH UNLESS NOTED OTHERWISE.

LEGEND

- DENOTES SET 1/2-INCH IRON ROD
- DENOTES FOUND MONUMENT AS NOTED
- DENOTES SAW CUT "X"
- DENOTES A/C PAD
- DENOTES EXISTING CABLE BOX
- DENOTES EXISTING CABLE PEDISTAL
- DENOTES EXISTING CLEAN OUT
- DENOTES EXISTING ELECTRIC BOX
- DENOTES EXISTING ELECTRIC METER
- DENOTES EXISTING FIBER OPTIC BOX
- DENOTES EXISTING FIBER OPTIC PEDESTAL
- DENOTES EXISTING FIRE HYDRANT
- DENOTES EXISTING TRANSFORMER PAD
- DENOTES EXISTING GAS MANHOLE
- DENOTES EXISTING GAS METER
- DENOTES EXISTING GAS RISER
- DENOTES EXISTING GAS VALVE
- DENOTES EXISTING GREASE TRAP
- DENOTES EXISTING GUY ANCHOR
- DENOTES HANDICAP SYMBOL
- DENOTES EXISTING IRRIGATION VALVE
- DENOTES EXISTING LIGHT POLE
- DENOTES EXISTING MANHOLE
- DENOTES EXISTING POWER POLE
- DENOTES EXISTING STUB OUT
- DENOTES EXISTING TELEPHONE PEDESTAL
- DENOTES EXISTING UTILITY MARKER
- DENOTES EXISTING WATER METER
- DENOTES EXISTING WATER VALVE
- DENOTES EXISTING WATER WELL
- DENOTES EXISTING BOLLARD
- DENOTES EXISTING FLAG (PIN)
- DENOTES EXISTING PARKING BOLLARD
- DENOTES EXISTING PYLON SIGN - DOUBLE POLE
- DENOTES EXISTING SIGN
- DENOTES EXISTING STOP SIGN
- O.P.R.M.C.T. DENOTES OFFICIAL PUBLIC RECORDS, MIDLAND CO., TX
- D.R.M.C.T. DENOTES DEED RECORDS, MIDLAND CO., TX
- P.R.M.C.T. DENOTES PLAT RECORDS, MIDLAND CO., TX
- DENOTES PROP FIRE HYDRANT
- DENOTES PROP WATER METER
- DENOTES PROP WATER VALVE
- DENOTES PROP IRRIGATION VALVE
- DENOTES PROP PIV
- DENOTES PROP CLEANOUT
- DENOTES PROP DBL CLEANOUT
- DENOTES PROP MANHOLE
- DENOTES PROP PLUG
- DENOTES EXISTING FIBER OPTIC LINE
- DENOTES BOUNDARY LINE
- DENOTES BUILDING SETBACK LINE
- DENOTES EXISTING EASEMENT LINE
- DENOTES EXISTING FENCE
- DENOTES EXISTING GAS LINE
- DENOTES EXISTING OVERHEAD ELECTRIC LINE
- DENOTES PROP 4" WASTEWATER
- DENOTES PROP 6" WASTEWATER
- DENOTES EXISTING 8" WASTEWATER
- DENOTES EXISTING UNDERGROUND CABLE LINE
- DENOTES PROP 3" WATER MAIN
- DENOTES PROP 4" WATER MAIN
- DENOTES EXISTING 6" WATER MAIN
- DENOTES PROP 6" WATER MAIN
- DENOTES PROP FIRE LANE
- DENOTES ACCESSORY BUILDING
- DENOTES CONCRETE
- DENOTES PAVEMENT
- DENOTES PROP RIPRAP
- DENOTES BUILDING

FEMA FIRM NOTES:

COMMUNITY NUMBER	PANEL NUMBERS	SUFFIX	DATE OF FIRM	ZONE	BASE FLOOD ELEVATION
48329	182 & 069	F	09/16/2005	X	N/A

PRELIMINARY REVIEW:

THESE PLANS ARE FOR THE PURPOSES OF INTERIM/PRELIMINARY REVIEW. THEY SHALL NOT BE USED FOR THE PURPOSES OF CONSTRUCTION.

MAVERICK ENGINEERING
1909 West Wall Street, Suite "K"
Midland, Texas 79701
Tel: (432) 262-0999 Fax: (432) 262-0989
www.Maverick-Eng.com

REVISIONS	BY	APPR.	DATE
06/03/2021 COURTYARD UPDATE			
06/21/2021 CALLOUTS			

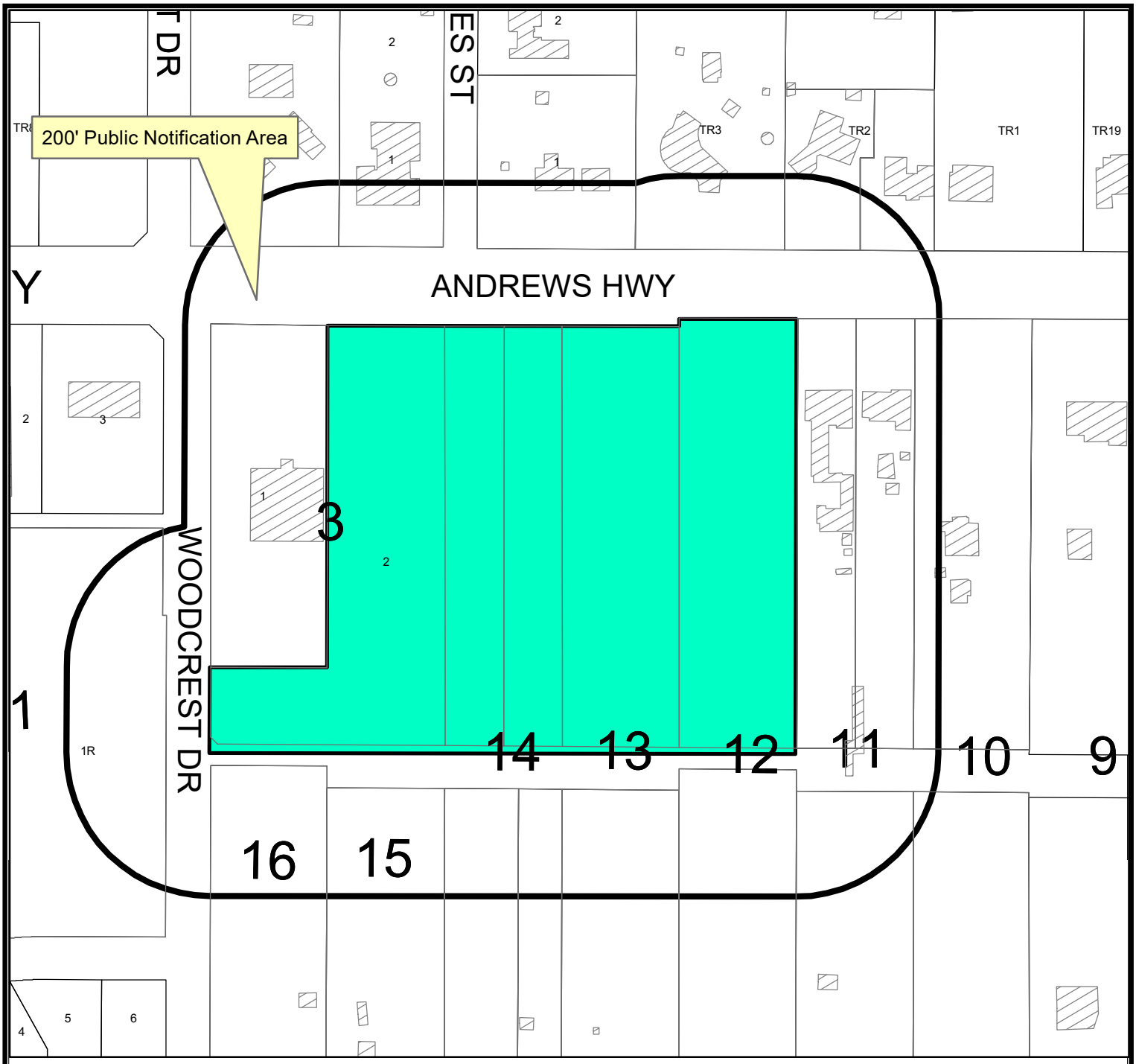
DRAWN BY: PRH
CHECKED BY: ADH
APPROVED BY: ALM
DATE: 05/26/2021
JOB: 20036

PD ZONING SITE PLAN

SAFE PLACE OF MIDLAND

A 9.46-ACRE TRACT, BEING THE WEST HALF OF THE NORTH HALF OF TRACT 11 AND THE NORTH HALF OF TRACTS 1, 13, AND 14, HILLCREST ACRES, AND ALL OF LOT 2, BLOCK 3, HILLCREST ACRES, SECTION 10, AN ADDITION TO THE CITY OF MIDLAND, MIDLAND COUNTY, TEXAS

SHEET **SP-01** OF 01



LOCATION MAP

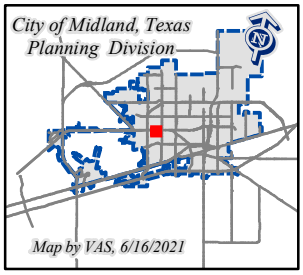
Z-21-0244 **Scale: 1" = 200'**

Consider a request by Safe Place of the Permian Basin for a zone change from SF-1, Single-Family Dwelling District, to PD Planned Development District for an Office Center and Housing Development, on the north half of Tracts 12, 13, and 14, Hillcrest Acres; and Lot 2, Block 3, Hillcrest Acres, Section 10; City and County of Midland, Texas.

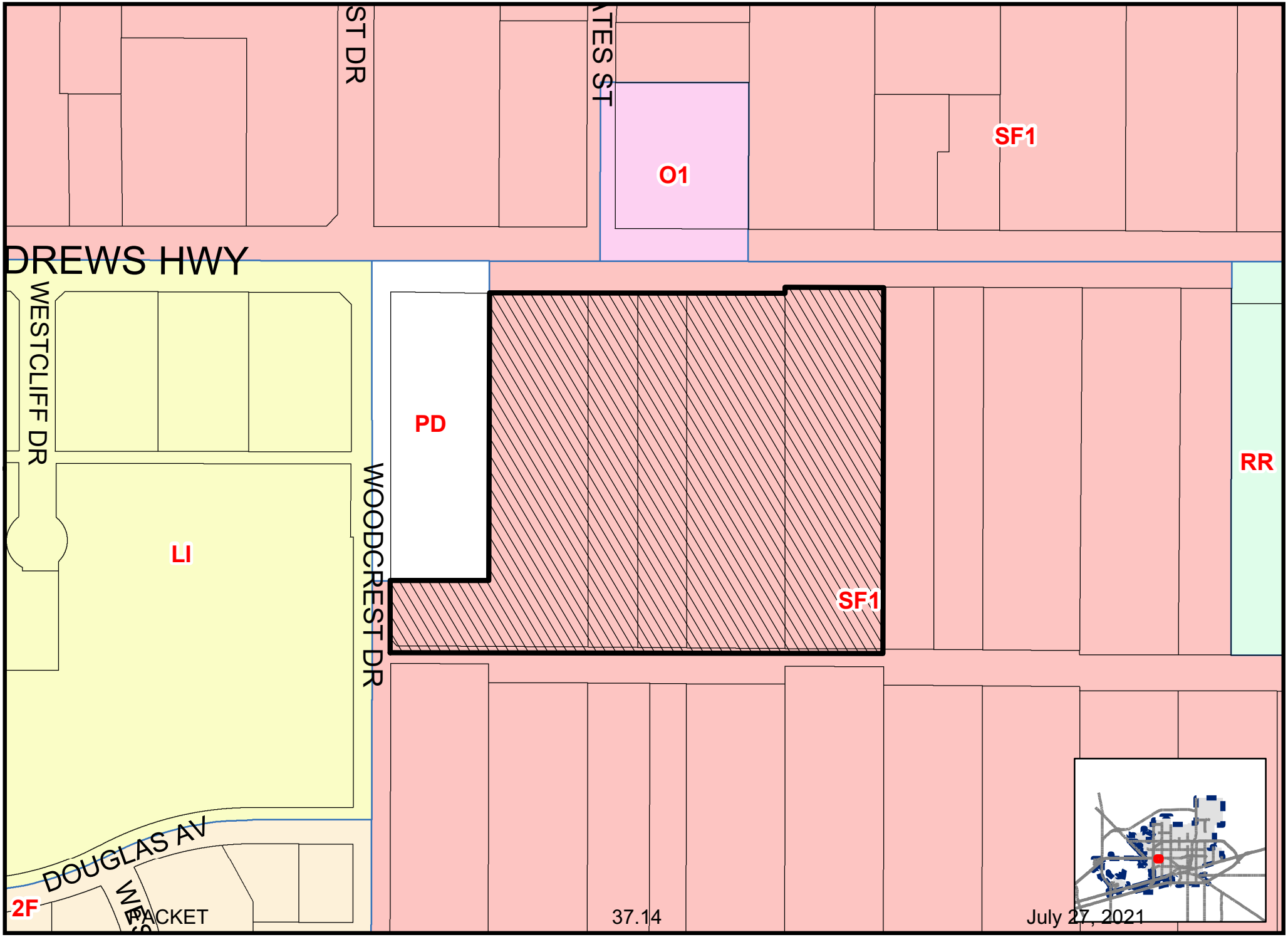
Generally located on the south side of Andrews Highway, approximately 1,700 feet east of Woodcrest Drive. (Council District 4)

LEGEND

- CITY LIMITS
- PARCEL
- PRIVATE BLDGS



©THE CITY OF MIDLAND - 2020
THIS DATA IS NOT A SUBSTITUTION FOR A SURVEY AND NOR IS IT DESIGNED TO BE USED AS A PRIMARY TOOL IN PERMITTING OR OTHER DECISIONS BASED SOLELY ON THE INFORMATION CONTAINED HEREIN.
THE CITY OF MIDLAND SHALL NOT BE RESPONSIBLE FOR ANY DECISIONS BASED UPON THE USE OF THIS DATA.



Map By VAS, 6/16/2021

Z-21-0244

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: 38

Meeting Date: July 27, 2021

To: City Council / City Manager

From: Kelly Martinez, Planner

Subject: AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE LOT 2, BLOCK 3, MOODY ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS, FROM LI, LIGHT INDUSTRIAL DISTRICT TO SF-3, SINGLE-FAMILY DWELLING DISTRICT (GENERALLY LOCATED ON THE WEST SIDE OF NORTH MADISON STREET, APPROXIMATELY 97 FEET SOUTH OF SOUTH STREET); CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION (DISTRICT 2) (DEVELOPMENT SERVICES)

Purpose:

The applicant, Jose Chavez is requesting to rezone the property located at 509 N. Madison Street to allow for the construction of a residential home.

Recommended City Council Action:

Approve

Fiscal Impact:

This request does not require any City funds.

Current Zoning:

LI, Light Industrial District

Surrounding Zoning and Land Use:

The property to the north is zoned SF-3, Single-Family Dwelling District, and is the location of a

single-family home. The properties to the east, south, and west are zoned LI, Light Industrial District, and are the locations of the City's fuel station, vacant land, and a residential home.

Analysis:

The applicant is requesting to rezone the property from LI, Light Industrial District to SF-3, Single-Family Dwelling District, to allow for the construction of a residential home. The property meets the minimum lot size requirements for the SF-3, Single Family Dwelling District.

This proposed zone change has been circulated to the respective City departments for internal review and their comments, conditions, and requirements are as follows:

Fire: (Approved)

No objections

Building: (Approved)

No issues. A demolition permit will be required for the removal of existing structure. All future structures must adhere to the 2018 International Building Codes, the 2015 International Energy Code, the 2020 NEC requirements, the 2015 International Fire Codes, local city ordinances, zoning requirements, established setbacks, and floodplain requirements if necessary.

Engineering: (Approved)

No objection to zone change.

Site drainage, utilities, driveway access, and traffic circulation may be adjusted during construction drawing review as necessary to receive building permit approval from Engineering and Traffic Operations.

Code: (Approved)

No Oil or Gas wells identified within 500 ft. permitted well radius or in the 135 ft. non-permitted well radius of location.

Transportation: (Approved)

Site drainage, utilities, driveway access, and traffic circulation may be adjusted during construction drawing review as necessary to receive building permit approval from Engineering and Traffic Operations.

No objection to zone change.

Planning:

This request is in compliance with the Tall City Tomorrow Comprehensive Plan, Chapter 3 An Integrated Land Use Vision, “Future Land Use Map” as it designates this area for urban medium. This designation calls for a mix of uses that include single-family and commercial development.

This request was approved at the July 6, 2021 Planning and Zoning Commission meeting.

Therefore, staff recommends approval of this zone change from LI, Light Industrial District to SF-3, Single-Family Dwelling District, subject to condition A.

Letters of Objection:

Staff has not received any letters of objection as of July 21, 2021.

Attachments:

Application
Maps

Robert Patrick

City Manager’s Office

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE LOT 2, BLOCK 3, MOODY ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS, FROM LI, LIGHT INDUSTRIAL DISTRICT TO SF-3, SINGLE-FAMILY DWELLING DISTRICT (GENERALLY LOCATED ON THE WEST SIDE OF NORTH MADISON STREET, APPROXIMATELY 97 FEET SOUTH OF SOUTH STREET); CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION

WHEREAS, the City Planning and Zoning Commission and the Governing Body of the City of Midland, in compliance with the City Charter, the City Code, and State law, have given the requisite notices by United States mail, publication and otherwise; and after a full and fair hearing to all of the property owners generally and particularly to those interested persons situated in the affected area and in the vicinity thereof, the Governing Body finds that the public health, safety and general welfare will be best served by rezoning Lot 2, Block 3, Moody Addition, City and County of Midland, Texas (the "Property") to SF-3, Single-Family Dwelling District, as set out hereinafter;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MIDLAND, TEXAS:

SECTION ONE. That the Zoning District Map of the City of Midland, Texas, is hereby amended to rezone the Property from LI, Light Industrial District to SF-3, Single-Family Dwelling District.

SECTION TWO. That the definitions given in the zoning regulations contained in the City Code of the City of Midland, Texas, shall be applicable to such of those terms as are used herein.

SECTION THREE. The provisions of this ordinance are to be cumulative of all other ordinances or parts of ordinances governing or regulating the same subject matter as that covered herein; provided, however, that all prior ordinances or parts of ordinances

inconsistent with or in conflict with any of the provisions of this ordinance are hereby expressly repealed to the extent of any such inconsistency or conflict.

SECTION FOUR. If any section, subsection, sentence, clause or phrase of this ordinance is, for any reason, held to be unconstitutional or invalid, such holding shall not affect the validity of the remaining portions of this ordinance. The Council of the City of Midland hereby declares that it would have passed this ordinance and each section, subsection, sentence, clause, or phrase hereof irrespective of the fact that any one or more sections, subsections, sentences, clauses, or phrases be declared unconstitutional or invalid.

SECTION FIVE. The penalty for violation of this ordinance shall be in accordance with the general penalty provisions contained in Section 1-3-1 of the City Code of Midland, Texas, which provides for a fine not exceeding two thousand dollars ($2,000.00).

SECTION SIX. The City Secretary is hereby authorized and directed to publish the descriptive caption of this ordinance in the manner and for the length of time prescribed by the law as an alternative method of publication.

The above and foregoing ordinance was duly proposed, read in full and adopted on first reading, the _____ day of _____, A.D., 2021; and passed to second reading on motion of Council member _____, seconded by Council member _____, by the following vote:

Council members voting "AYE":

Council members voting "NAY":

The above and foregoing ordinance was read in full and finally adopted by the following vote upon motion of Council member _____, seconded by Council member _____, on the _____ day of _____, A.D., 2021, at a regular meeting of the City Council:

Council members voting "AYE":

Council members voting "NAY":

PASSED AND APPROVED THIS _____ day of _____, A.D., 2021.

_____
Patrick N. Payton, Mayor

ATTEST:

_____
Amy M. Turner, City Secretary

APPROVED AS TO CONTENT
AND COMPLETENESS:

_____
Charles Harrington, Director of Development Services

APPROVED ONLY AS TO FORM:

_____
John Ohnemiller, City Attorney

MIDLAND Planning Division

Zone Change/Planned District Amendment/Site Plan Approval

Project Number: 2-21-0242

Case Number:

Applicant *(if acting as Agent, see affidavit on page 2)* Printed Name: Jose Chavez		Phone (575) 694-3413 Email ferre-chavez@ymail.com	
Address 1206 E Pennsylvania	City Midland	State TX	Zip 79701

Property Owner Printed Name: Jose Chavez		Phone (575) 694-3413 Email ferre-chavez@ymail.com	
Address 1206 E Pennsylvania	City Midland	State TX	Zip 79701

Representative *(if different from Applicant or Property Owner)* Firm: Printed Name:		Phone ( ) Email	
Address	City	State	Zip

Street Address: 509 N Madison

Legal Description
Lot: 2 Block: 3 Subdivision: Moody Addition

Current Zoning: LI

Proposed Zone: SF3
(List by tracts if more than one district is requested)

Reason for Zone Change Request: New build

Present Use of Property: Vacant

Proposed Use of Property: Residential

How would this zone change affect the public health, safety and welfare? N/A

Describe how conditions affecting the property have changed since present zoning designation:

Submittal and Fees
Items to be submitted with this application form:

- Application Fee – Payable to the 'City of Midland'
- Dimensioned Site Plan
- Digital Copies of Site Plan (PDF/JPEG)

RECEIVED
JUN 0 2 2021
BY: .....

Signature *(by property owner only – authorized agent must sign affidavit below)*	
Applicant (signature):	Date:
Applicant (printed):	
Property Owner (signature): Jose Chavez	Date: 6-2-21
Property Owner (printed) : ~~Jose Chavez~~	

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

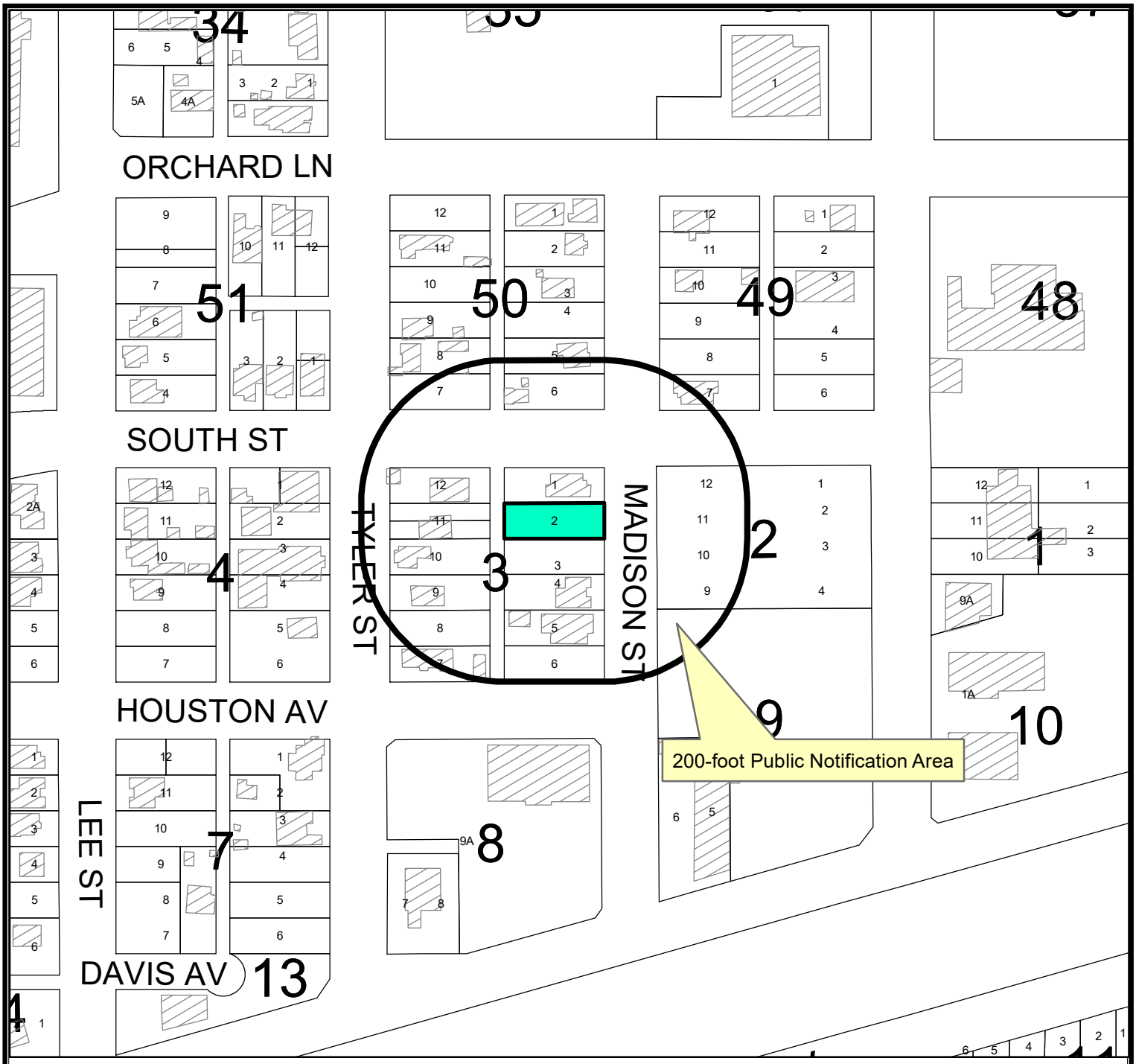
☒ Application Fee ☐ Plans in Digital Format (PDF/JPEG)

Check # CC

Received By: DK Date: RECEIVED JUN 0 2 2021

BY: .....

Application will not be considered for scheduling until reviewed by a planner.



LOCATION MAP

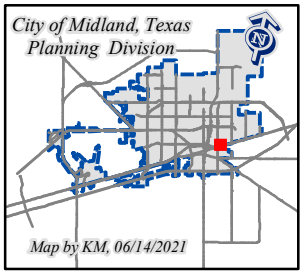
Z-21-0242 **Scale: 1" = 200'**

Consider a request by Jose Chavez for a zone change from LI, Light Industrial District to SF-3, Single-Family Dwelling District on Lot 2, Block 3, Moody Addition, City and County of Midland, Texas.

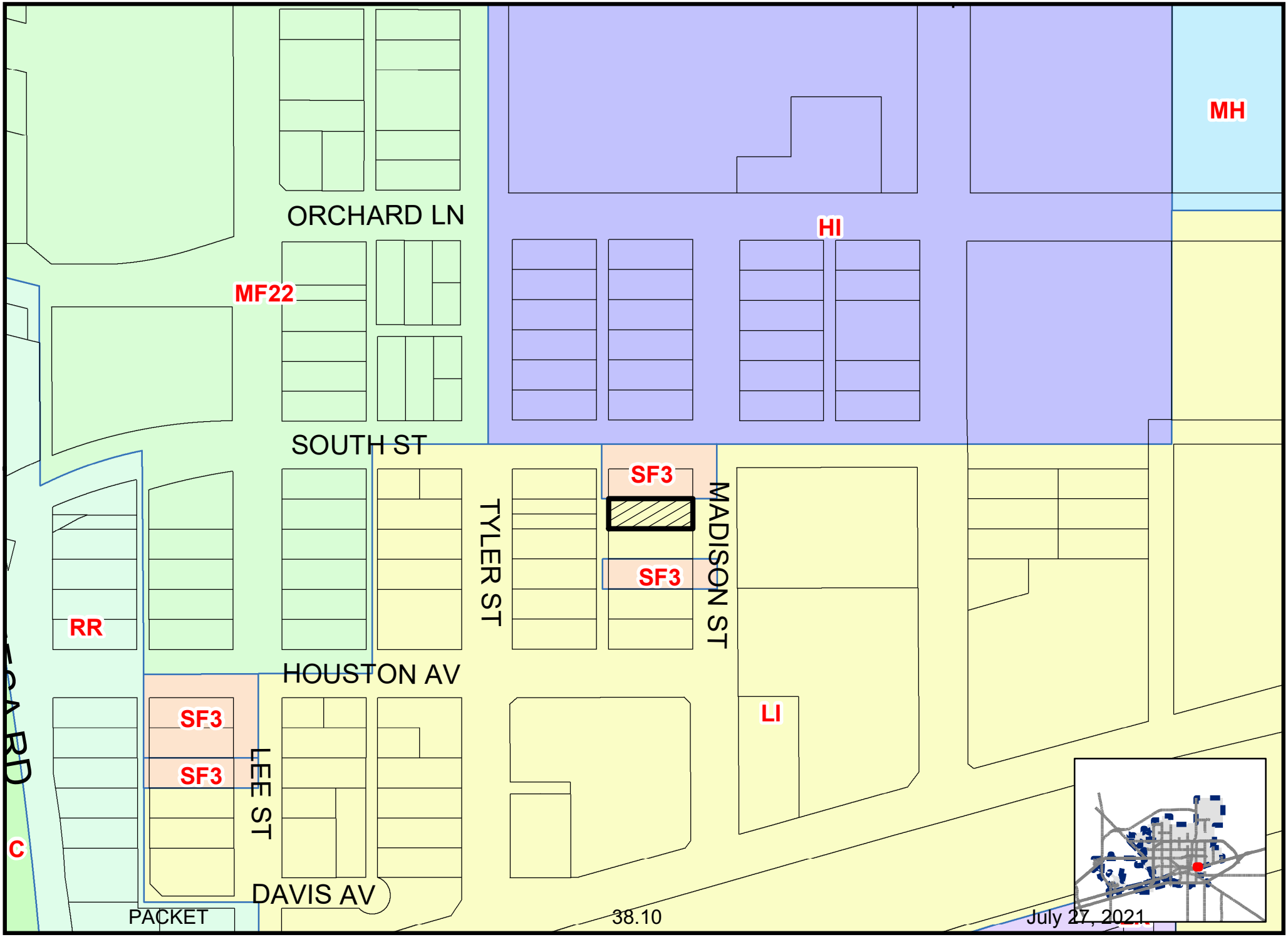
Generally located on the west side of N. Madison Street, approximately 97-feet south of South Street. (Council District 2)

LEGEND

CITY LIMITS
PARCEL
PRIVATE BLDGS



July 27, 2021



Map By KM, 06/14/2021

Z-21-0242

Scale: 1" = 200'

ZONING MAP

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STOP


DO NOT
ENTER
DO NOT
ENTER




HOME OF BERNARDS

City Council Meeting

Item Number: 39

Meeting Date: July 27, 2021

To: City Council / City Manager

From: Joseph Marynak, Planner

Subject: **AN ORDINANCE GRANTING A SPECIAL EXCEPTION FOR LOT 16, BLOCK 2, EASTOVER ADDITION, SECTION 2, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED AT THE SOUTHEAST CORNER OF THE INTERSECTION OF JESSE STREET AND EAST ILLINOIS AVENUE), BY PERMITTING A REDUCED MINIMUM LOT AREA, A REDUCED MINIMUM LOT WIDTH, AND 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-22, 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 2) (DEVELOPMENT SERVICES)**

Purpose:

The applicant Leyda Medina, is requesting a Special Exception from the City of Midland Zoning Ordinance, Section 5.04 – Residential Zoning District Dimensional Regulations Chart, concerning the minimum lot dimensions to be able to rezone her property to SF-3, Single Family Dwelling District.

Recommended City Council Action:

Approve

Fiscal Impact:

No City funds are required to process this request.

Discussion:

The applicant's property is located 214 Jesse Street and the location of vacant land. The applicant is requesting a special exception to the minimum lot dimensions for the proposed SF-3, Single Family District in order to proceed with her application of rezoning her property to be able to build a single family home.

The property is currently zoned MF-22, Multiple Family Dwelling District and does not meet the minimum lot dimensions for either its current district, or the proposed district.
Per our City of Midland Zoning Ordinance, Section 5.04 – Residential Zoning District Dimensional Regulations Chart:

SF-3, Single Family Dwelling District

Lot Dimensions for a corner lot

Minimum Lot Area:
5,500 Square Feet

Minimum Lot Width:
55 Feet

Minimum Lot Depth:
100 Feet

As shown on Eastover Addition, Section 2 plat, this property is currently 40 feet wide and 80 feet deep.

This request has been circulated to all pertinent City departments for review. Below are the departments' comments.

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.

Traffic: (Approved)

Site drainage, utilities, driveway access, and traffic circulation may be adjusted during construction drawing review as necessary to receive building permit approval from Engineering and Traffic Operations.

No objection to zone change.

Fire: (Approved)

No objections.

Code Compliance: (Approved)

No Oil or Gas issues.
Building: (Approved)

No issues. All future structures must adhere to the 2018 International Building Codes, the 2015 International Energy Code, the 2020 NEC requirements, the 2015 International Fire Codes, local city ordinances, zoning requirements, established setbacks, and floodplain requirements if necessary.

Planning Analysis:

While this request represents a deviation from the existing Zoning Ordinance, due to the unique circumstances surrounding the lot in question, staff is recommending approval of this application for a Special Exception to the City of Midland Zoning Ordinance, Section 5.04 – Residential Zoning District Dimensional Regulations Chart. This lot has been platted and zoned in a way that prohibits development, therefore, the City has inadvertently forced this property and others around it to remain vacant under the current zoning ordinance. During the initial adoption period of the new zoning ordinance, there were several lots in this area that were re-zoned to SF-3, single family dwelling district that fell into this same issue. Additionally, the area has dispersed single family housing that was developed before the new zoning ordinance took effect, therefore, approving this special exception to allow development of this property as a single family home would fit with the character of the neighborhood.

This request is in compliance with the Tall City Tomorrow Comprehensive Plan, Chapter 3 An Integrated Land Use Vision, “Future Land Use Map” as it designates this area for Urban Residential-Medium, a classification which calls for “a mix of housing styles including single-family detached, single-family attached, and townhouses.” This special exception would allow for the development of a single family residence on this lot that would otherwise remain vacant.

Due to these factors, staff is recommending approval of this special exception subject to conditions A through D.

Conditions:

A. That the minimum lot area of this property shall be 3,200 square feet.

B. That the minimum lot width shall be 40 feet.

C. That the minimum lot depth shall be 80 feet.

D. That said special exception shall be of no force or effect unless and until the Property is rezoned as described in Section One of this ordinance.

Letters of Objection:

As of July 21, 2021, staff has not received any letters of objection

Attachments:

Eastover Addition, Section 2 Plat
Application
Maps

City Manager's Office

ORDINANCE NO. _____

AN ORDINANCE GRANTING A SPECIAL EXCEPTION FOR LOT 16, BLOCK 2, EASTOVER ADDITION, SECTION 2, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED AT THE SOUTHEAST CORNER OF THE INTERSECTION OF JESSE STREET AND EAST ILLINOIS AVENUE), BY PERMITTING A REDUCED MINIMUM LOT AREA, A REDUCED MINIMUM LOT WIDTH, AND 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-22, 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

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 16, Block 2, Eastover Addition, Section 2, City and County of Midland, Texas (the "Property"). Said special exception shall allow a reduced minimum lot area, a reduced minimum lot width, and a reduced minimum lot depth in the event that the Zoning District Map of the City of Midland, Texas, is amended to rezone the Property from MF-22, Multiple-Family Dwelling District to SF-3, Single-Family Dwelling District.

SECTION TWO. That said special exception is subject to the following special conditions:

A. That the Property's minimum lot area shall be 3,200 square feet.

B. That the Property's minimum lot width shall be 40 feet.

C. That the Property's minimum lot depth shall be 80 feet.

D. That said special exception shall be of no force or effect unless and until the Property is rezoned as described in Section One 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 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

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MIDLAND Planning Division

Special Exception Application

Project Number: E-21-0055

Case Number: _____

Applicant *(if acting as Agent, see affidavit on page 2)* Printed Name: Leyda Medina		Phone (432) 214-1453 Email l.arroyo4@yahoo.com	
Address 1200 e pennsylvania ave	City midland	State tx	Zip 79701

Property Owner Printed Name: leyda medina		Phone (432) 214-1453 Email l.arroyo4@yahoo.com	
Address 1200 e Pennsylvania ave	City Midland	State tx	Zip 79701

Representative *(if different from Applicant or Property Owner)* Firm: _____ Printed Name:		Phone ( ) Email	
Address	City	State	Zip

Street Address:

Legal Description
Lot: 16 Block: 2 Subdivision: Eastover Addition, Section 2

Current Zoning: MF-2Z

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.

X **Reason for Request:** ~~dezo~~ to build a house.

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)

Signatures	
Applicant (signature): Leyda Medina	Date: 6/25/21
Applicant (printed): Leyda Medina	
Property Owner (signature): Leyda Medina	Date: 6/25/21
Property Owner (printed) : Leyda Medina	

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*)

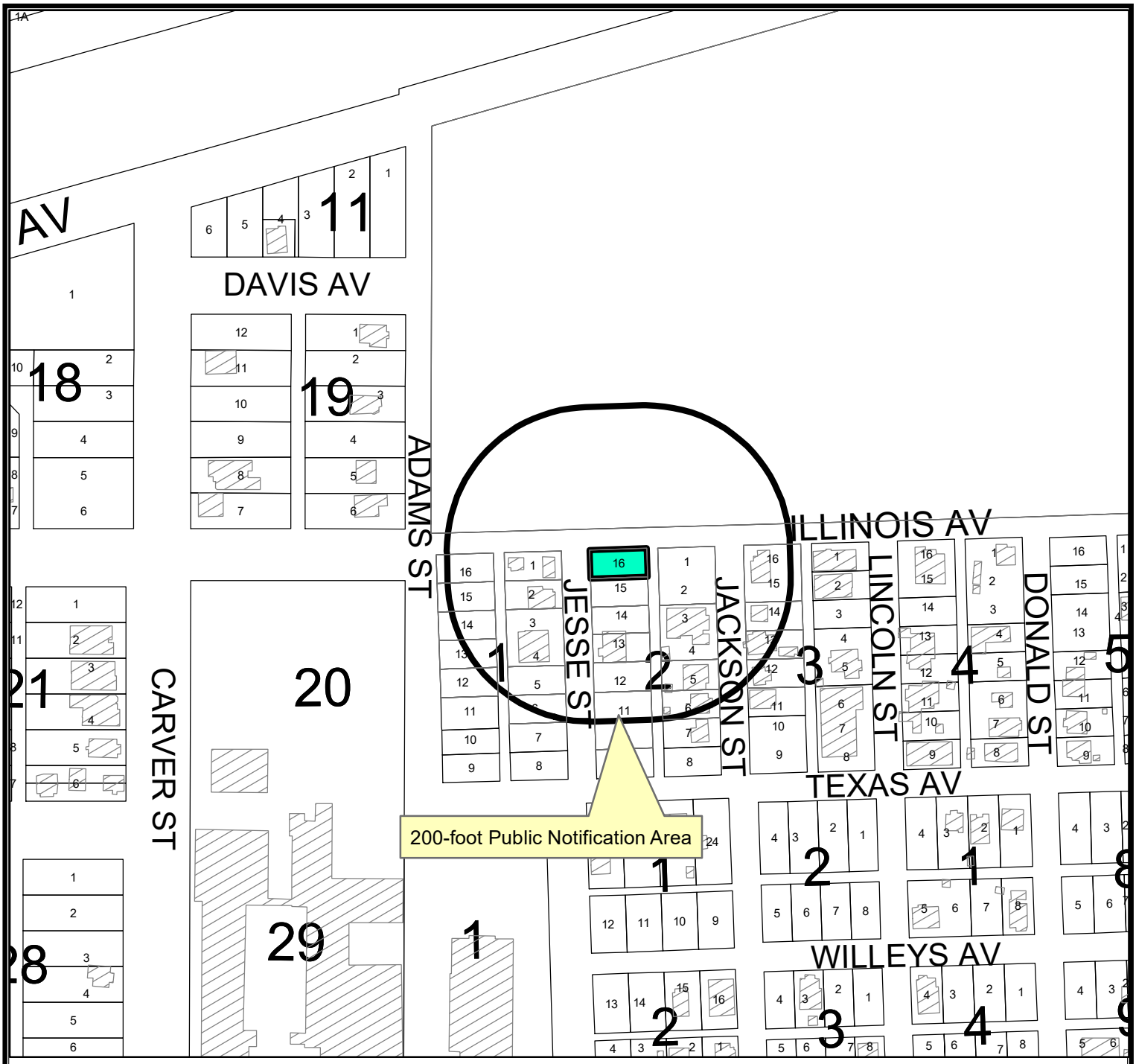
Subscribed and sworn to before me, this _____ day of _____, 20 ___, to certify which witness my hand and seal of office.

_____
NOTARY PUBLIC, MIDLAND COUNTY, TEXAS

FOR OFFICE USE ONLY

☑ Property Owner Authorization	☐ Dimensioned Site Plan
☑ Application Fee	☐ Plans in Digital Format (PDF/JPEG)
Check # Credit Card	
Received By: Joseph Marquez	Date: RECEIVED JUN 25 2021 BY:

****Application will not be considered for scheduling until reviewed by a planner.****



LOCATION MAP

E-21-0055 **Scale: 1" = 200'**

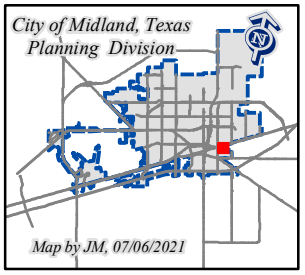
A request by Leyda Medina for a Special Exception from the City of Midland Zoning Ordinance, Section 5.04 – Residential Zoning District Dimensional Regulations Chart, concerning the minimum lot dimensions on Lot 16, Block 2, Eastover Addition, Section 2, City and County of Midland, Texas.

Generally located on the southeast corner of the intersection of Jesse Street and East Illinois Avenue.

Council District 2

LEGEND

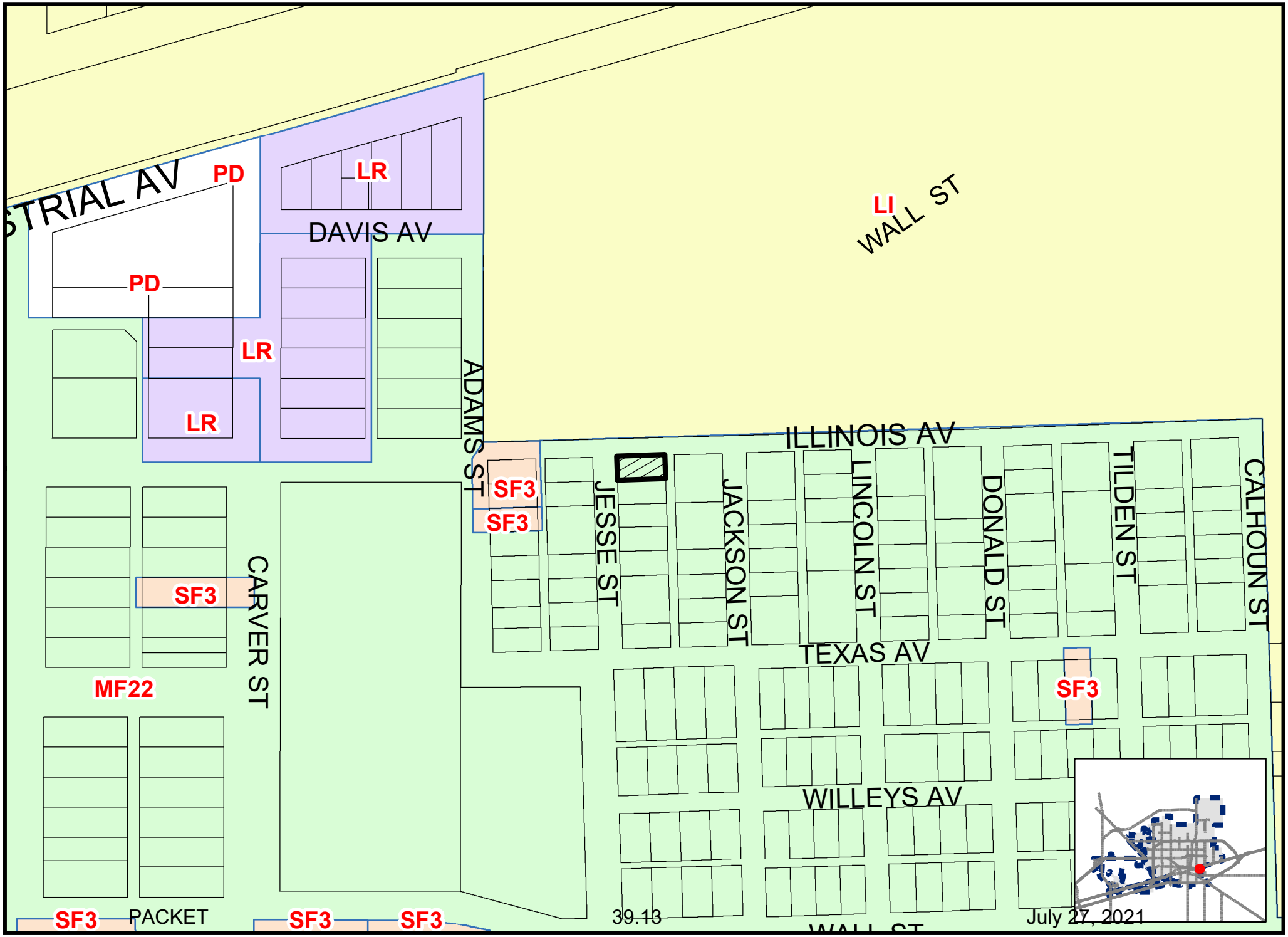
- CITY LIMITS
- PARCEL
- PRIVATE BLDGS



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Map By JM, 07/13/2021

E-21-0055

Scale: 1" = 200'

ZONING MAP

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E Illinois Ave
STOP





