



Ector County Commissioners' Court

April 18, 2024

10:00 AM

Commissioners' Courtroom, Ector County Administration Building Annex, 1010 E. 8th St.,
Odessa, Texas

CALL TO ORDER- Judge Dustin Fawcett

INVOCATION- Commissioner Billy Hall

PLEDGE OF ALLEGIANCE- United States and Texas

SPECIAL PRESENTATIONS/REQUESTS/RESOLUTIONS

1. *Donation, Mike Griffis- Sheriff:*

To consider, discuss, and take any necessary action to approve a \$15,000.00 donation from Occidental Petroleum Corporation to the Ector County Sheriff's Office.

2. *Election/Voting, Lisa Sertuche- Elections Director:*

To consider, discuss, and take any necessary action to approve the early voting schedule, election day vote centers, early voting clerks, election day judges and clerks, and the *Notice of General Primary Runoff Election* for the May 28th, 2024 Primary Runoff Election.

3. *Proclamation: Elder Abuse Awareness Month, Shelby Rigtrup- County Judge Admin. Assistant, Marci Leffler- DFPS Community Engagement Specialist:*

To consider, discuss, and take any necessary action to approve a Proclamation declaring June 2024 as *Elder Abuse Awareness Month*, and authorize the County Judge, County Commissioners, and County Clerk to sign all documents associated with this agenda item.

4. *Resolution: Portion of Bates Field Road Donation, Eddie Landrum- Planning and Development Director:*

To consider, discuss, and take any necessary action to approve a Resolution accepting the donation of a portion of Bates Field Road-- as described in Exhibit A -- from the City of Odessa, and authorize the County Judge, County Commissioners, and County Clerk to sign all documents associated with this agenda item.

5. *Resolution: SH-Bullet-Resistant Shield Grant, Shelby Rigtrup- County Judge Admin. Assistant, John Henderson- Commissioners' Court Attorney & Grant Writer:*

To consider, discuss, and take any necessary action to approve an updated Resolution for the SH-Bullet-Resistant Shield Grant, and authorize the County Judge and County Clerk to sign all documents associated with this agenda item.

6. *Firecracker Fandango Event, Shelby Rigtrup- County Judge Admin. Assistant, Elizabeth Prieto- Executive Director Downtown Odessa, Inc.:*

To consider, discuss, and take any necessary action regarding a request from Downtown Odessa, Inc., to use the Ector County Health Department's parking lot between Texas and Grant Ave and 3rd and 2nd Street for the 2024 Firecracker Fandango Event; set up will take place after 5:00pm on Wednesday, July 3rd, 2024 and the event will be held on Thursday, July 4th, 2024 from 6:00pm-10:00pm.

7. *Low Riders Against Bullying Event, Shelby Rigtrup- County Judge Admin. Assistant, Al Lara- Low Riders Against Bullying:*

To consider, discuss, and take any necessary action regarding a request from Brown Creation Car Club to use the Ector County Health Department and Courthouse parking lot for the Low Riders Against Bullying Car Show and Events; set up will take place after 5:00pm on Friday, August 16th, 2024 and the event will be held on Saturday, August 17th, 2024.

AWARD OF BIDS/PROPOSALS

8. *Bid Specifications: All Season Pre-Coated Patching Material (ASPPM), Lucy Soto- Purchasing Director, Marisela Campos- Public Works:*

To consider, discuss, and take any necessary action regarding the bid specifications for All Season Pre-Coated Patching Material (ASPPM); the specifications are ready to advertise and distribute to vendors upon approval by the Commissioners' Court.

PLANNING AND DEVELOPMENT

9. *MHRC Application: 7140 W. 22nd St., Eddie Landrum- Planning and Development Director:*

To consider, discuss, and take any necessary action to approve an application on a MHRC Application located at 7140 W. 22nd St., Precinct 1, being a 0.34 acre tract, Meeks Subdivision, Block 12, Lots 12-13, and authorize the County Judge to sign all documents associated with this agenda item.

10. *MHRC Application: 9876 W. University Blvd., Eddie Landrum- Planning and Development Director:*

To consider, discuss, and take any necessary action to approve an application on a MHRC located at 9876 W. University Blvd., Precinct 1, being a 1.61 acre tract, Westridge Subdivision, Block 13, Lot 30, and authorize the County Judge to sign all documents associated with this agenda.

CONSENT AGENDA

11. Proposed Consent Agenda, Tristan Marquez- County Auditor:

To consider, discuss, and take any necessary action regarding the following Proposed Consent Agenda:

11a.) Line-Item Transfer- Planning & Development:

To consider, discuss, and take any necessary action to approve a line-item transfer to Sales Tax Fund, Planning & Development, Departmental Furniture & Equipment, 005-025-5199 from Motor Vehicle Equipment, 005-025-5505 for \$10,000.00, and authorize the County Judge and County Clerk to sign all documents associated with this agenda item.

BUDGET/FINANCIAL

12. Budget Amendment Request: Library, Tristan Marquez- County Auditor:

To consider, discuss, and take any necessary action to approve a budget amendment to General Fund, Library, Library Supplies, 001-690-5185 for \$10,000.00, Software Maintenance Contracts, 001-690-5283 for \$63.00, and to Donated Revenues, 001-4161 for \$10,063.00, and authorize the County Judge and County Clerk to sign all documents associated with this agenda item.

13. Financial Reports/Statements, Tristan Marquez- County Auditor:

To consider, discuss, and take any necessary action to approve the Accounts Payable Fund Requirements Report for April 18th, 2024, and review County financial statements and reports.

EXECUTIVE SESSION

14. Legal Matters, Shelby Rigtrup- County Judge Admin. Assistant:

To consider and discuss legal matters pursuant to Title 5, Chapter 551, Section 551.071, Texas Government Code.

15. Real Estate, Shelby Rigtrup- County Judge Admin. Assistant:

To consider and discuss real estate issues/transactions pursuant to Title 5, Chapter 551, Section 551.072, Texas Government Code.

16. Personnel Matters, Shelby Rigtrup- County Judge Admin. Assistant:

To consider and discuss personnel matters pursuant to Title 5, Chapter 551, Section 551.074, Texas Government Code.

ADJOURN

If necessary, following any closed or executive meeting, the Commissioners' Court will convene in open session to take any final action, decision, or vote on any matter deliberated in a closed meeting which has properly been noticed in compliance with Chapter 551 Government Code of Texas.

If, during the course of the meeting covered by the notice, the Commissioners' Court needs to meet in executive session, then such closed or executive meeting or session, pursuant to Chapter 551, Government Code of Texas, will be held by the Commissioners' Court on the date, hour, and place given in this notice or as soon after the commencement of the meeting covered by this notice as the court may conveniently meet in such closed or executive meeting or session convening and concerning any and all subjects and for any and all purposes permitted by Chapter 551 of said Government Code.

Posted on April 12, 2024
At 02:45 PM



Chief Deputy, Land/Vital Records
Ector County Clerk

The Ector County Commissioners' Court meetings are available to all persons regardless of disability. Individuals with disabilities who require special assistance should contact the Ector County Commissioners' Assistant at (432) 498-4000 or 1010 East 8th Street, Room 118, Odessa, Texas 79761 during normal business hours and at least one (1) business day in advance.

If necessary, following any closed or executive meeting, the Commissioners' Court will convene in open session to take any final action, decision, or vote on any matter deliberated in a closed meeting which has properly been noticed in compliance with Chapter 551 Government Code of Texas.

If, during the course of the meeting covered by the notice, the Commissioners' Court needs to meet in executive session, then such closed or executive meeting or session, pursuant to Chapter 551, Government Code of Texas, will be held by the Commissioners' Court on the date, hour, and place given in this notice or as soon after the commencement of the meeting covered by this notice as the Court may conveniently meet in such closed or executive meeting or session convening and concerning any and all subjects and for any and all purposes permitted by Chapter 551 of said Government Code.

X 

Dustin Fawcett
Ector County Judge

ATTEST:

X 
Jennifer Martin
County Clerk

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ECTOR COUNTY
Condado de Ector
VOTE CENTERS
Centros de Votación
FOR
Para
PRIMARY RUNOFF ELECTION
Elección Primaria de Desempate
MAY 28, 2024
28 de mayo del 2024

The following locations will be open during Election Day only from 7:00 a.m. – 7:00 p.m.
(Los siguientes locales estarán abiertos el día de la Elección solamente de las 7:00 de la mañana a 7:00 de la noche.)

Chapel Hill Baptist Church (Fellowship Hall) <i>Iglesia Bautista Chapel Hill (Salón de Compañerismo)</i>	1820 E. 52 nd St., Odessa, TX. 79762 <i>1820 Este de la calle 52</i>
Faith Fellowship Lutheran Church (Foyer) <i>Iglesia Faith Fellowship Luterana (La Entrada)</i>	1603 N. Grandview Ave., Odessa, TX. 79761 <i>1603 Norte de la calle Grandview</i>
First Church of the Nazarene (Gymnasium) <i>Primera Iglesia de Nazareno (Gimnasio)</i>	2223 Lyndale Dr., Odessa, TX. 79762 <i>2223 Avenida Lyndale</i>
Holy Redeemer Catholic Church (Parish Hall) <i>Iglesia Católica Holy Redeemer (Salón Parroquial)</i>	2633 Conover Ave., Odessa, TX. 79763 <i>2633 Avenida Conover</i>
Kellus Turner Community Bldg. <i>Edificio Comunitario de Kellus Turner</i>	2230 Sycamore Dr., Odessa, TX. 79763 <i>2230 Calle Sycamore</i>
Market Street <i>Tienda Market Street</i>	4950 E. 42 nd St., Odessa, TX. 79762 <i>4950 Este de la calle 42</i>
MCM Eleganté Hotel (Hawaiian Ballroom) <i>Hotel MCM Eleganté (Salón de Baile Hawaiano)</i>	5200 E. University Blvd., Odessa, TX. 79762 <i>5200 Este de la calle Universidad</i>
Murry Fly Elementary (Foyer) <i>Escuela Primaria Murry Fly (La Entrada)</i>	11688 W. Westview Dr., Odessa, TX. 79764 <i>11688 Oeste de la calle Westview</i>
Odessa Christian Faith Center; 180 Youth Building (Sanctuary) <i>Iglesia Odessa Christian Faith Center (Edificio 180) (Santuario)</i>	8828 Andrews Hwy., Odessa, TX. 79765 <i>8828 Carretera Andrews</i>
Odessa College Sports Center <i>Centro de Deportes Del Colegio de Odessa</i>	201 W. University Blvd., Odessa, TX. 79764 <i>201 Oeste de la Calle Universidad</i>
Salinas Community Bldg. <i>Edificio Comunitario Salinas</i>	600 W. Clements St., Odessa, TX. 79761 <i>600 Oeste de la calle Clements</i>
Sherwood Community Bldg. <i>Edificio Comunitario Sherwood</i>	4819 N. Everglade Ave., Odessa, TX. 79762 <i>4819 Norte de la Avenida Everglade</i>

ECTOR COUNTY'S EARLY VOTING SCHEDULE FOR THE MAY 28, 2024 PRIMARY RUNOFF ELECTION

Horario Para La Votación Adelantada de La Elección Primaria de Desempate del Condado Ector el día 28 de mayo de 2024

*The following locations will be open during Early Voting only.
(Los siguientes locales estarán abiertos durante las Votaciones Adelantadas solamente.)*

LOCATION/ADDRESS	MONDAY MAY 20 TH	TUESDAY MAY 21 ST	WEDNESDAY MAY 22 ND	THURSDAY MAY 23 RD	FRIDAY MAY 24 TH
<i>(Local/Casilla y Ubicación)</i>	<i>LUNES (20 de mayo)</i>	<i>MARTES (21 de mayo)</i>	<i>MIERCOLES (22 de mayo)</i>	<i>JUEVES (23 de mayo)</i>	<i>VIERNES (24 de mayo)</i>
ECTOR COUNTY (Room 104) COURTHOUSE ANNEX 1010 E. 8 TH ST. <i>(Anexo Tribunal del Condado de Ector)(Cuarto 104) (1010 al este de la calle ocho)</i>	7:00 AM 7:00 PM	7:00 AM 7:00 PM	7:00 AM 7:00 PM	7:00 AM 7:00 PM	7:00 AM 7:00 PM
EARLY VOTING BRANCH LOCATIONS (LISTED BELOW)	MONDAY MAY 20TH	TUESDAY MAY 21ST	WEDNESDAY MAY 22ND	THURSDAY MAY 23RD	FRIDAY MAY 24TH
LOCALES PARA LAS VOTACIONES ADELANTADAS	<i>LUNES (20 de mayo)</i>	<i>MARTES (21 de mayo)</i>	<i>MIERCOLES (22 de mayo)</i>	<i>JUEVES (23 de mayo)</i>	<i>VIERNES (24 de mayo)</i>
KELLUS TURNER COMMUNITY BUILDING 2230 Sycamore Dr. <i>(Edificio Comunitario Kellus Turner) (2230 Calle Sycamore)</i>	8:00 AM 5:00 PM	8:00 AM 5:00 PM	8:00 AM 5:00 PM	8:00 AM 5:00 PM	8:00 AM 5:00 PM
MCM ELEGANTÉ HOTEL (Hawaiian Ballroom) 5200 East University Blvd. <i>(Hotel MCM Elegante) (Salón de Baile Hawaiano) (5200 Este de la calle Universidad)</i>					
ODESSA COLLEGE SPORTS CENTER (FOYER) 201 W. University Blvd. <i>(Centro De Deportes Del Colegio de Odessa) (La Entrada) (201 al oeste de la calle Universidad)</i>					
SALINAS COMMUNITY BUILDING 600 W. Clements St. <i>(Edificio Comunitario Salinas) (600 al oeste de la calle Clements)</i>					

***Election Day is Tuesday, May 28, 2024 polls are open 7:00 AM - 7:00 PM. Voters may vote at any of the Vote Centers on this day.

For more information, please call (432) 498-4030, or visit http://www.co.ector.tx.us/default.aspx?Ector_County/Elections or check the local newspaper. ***El día de la Elección es el martes, 28 de mayo del 2024. Las urnas estarán abiertas de las 7:00 AM - 7:00 PM. Votantes pueden votar en cualquier de los Centros de Votación ese día. Para más información, por favor de llamar al (432) 498-4030, o visite el internet al http://www.co.ector.tx.us/default.aspx?Ector_County/Elections o revise el periódico local.

**EARLY VOTING CLERKS
JOINT PRIMARY RUN-OFF ELECTION
MAY 28, 2024**

<u>NAME</u>	<u>PARTY</u>	<u>ADDRESS</u>	<u>PHONE</u>
<u>ANNEX (4)</u>			
***MARY NAJAR	D	1821 N WASHINGTON AVE (61)	(432)227-7673
***YVONNE ALDAZ	R	10570 W UNIVERSITY BLVD #4 (64)	(214)931-2462
*OTILIA VALENZUELA	R	3603 PERSHING AVE (62)	(432)770-5269
RETA PERDUE	R	6908 STONEHENGE RD (62)	(432)934-5542
<u>SALINAS COMMUNITY BUILDING (4)</u>			
***AC MARQUEZ	D	1327 BROUGHTON AVE (61)	(432)352-1486
RUBEN RIVAS	R	1820 W 25 TH ST (63)	(432)889-2833
*CELIA ROMAN	R	7560 S HWY 385 (66)	(432)940-5355
JUNE WALKER	D	1322 BLUEBONNET AVE (61)	(432)349-4990
<u>ODESSA COLLEGE SPORTS CENTER (4)</u>			
**LU CLEERE	R	1902 BACA DR (63)	(432)528-3829
***REBECCA NATIVIDAD	D	5201 LOCUST AVE (62)	(432)557-2238
ROGER CLEERE	R	1902 BACA DR (63)	(432)553-0616
*OLGA MARQUEZ	R	1223 N WASHINGTON AVE (61)	(432)202-4899
<u>MCM ELEGANTE (4)</u>			
***MARTHA CAMPOS	R	1717 HEMPHILL AVE (63)	(432)634-6374
IRMA WONG	E/P	2715 SANTA MONICA AVE (64)	(830)325-4045
**TERI SHAVER	R	4036 LAKESIDE DR (62)	(432)413-9075
*ROSA "ROSE" HERNANDEZ	R	2435 CAMBRIDGE ST (61)	(432)362-5237/208-5954
<u>KELLUS TURNER (4)</u>			
***BREANNA RAMIREZ FRANCO	R	1712 W 23 RD ST (63)	(432)282-8958
***MARIA TAVAREZ	R	860 N CLEARVIEW AVE (63)	(432)202-9036
*ALMA CARRASCO	R	5003 KINGSTON AVE (62)	(432)352-6049
ALONDRA ORTIZ	R	510 BLACKSTONE AVE (63)	(432)943-0496
**Judge			
*Bilingual Clerk			
<u>(Total - 20 workers)</u>			
<u>RESERVED</u>			
ALICIA COOPER	D	927 SNYDER ST (61)	(432)889-3840
OLIVIA RIVAS	R	1820 W 25 TH ST (63)	(432)889-2839
ELVETTA BRACY	R	7000 XIT RANCH RD (65)	(432)413-2803

The list of early voting clerks is subject to change due to their availability.

VOTE CENTERS	NAME	ADDRESS	PHONE
CHAPEL HILL BAPTIST (4) CHURCH 1820 E 52ND ST 4 CLKS; 1 BILINUGAL	SUSAN JONES - ® CO-JUDGE	1211 BONHAM AVE (61)	(575) 441-6920
	OTILIA VALENZUELA* (R) CO-JUDGE	3603 PERSHING AVE (62)	(432) 770-5269
	NINFA ALLIGOOD* (D) CO-JUDGE	6500 EASTRIDGE RD #25 (62)	(432) 448-1809
	SETH HUTTO - (E/P)	904 AUTUMN AVE (63)	(830) 343-5015
FAITH FELLOWSHIP (5) LUTHERAN CHURCH 1603 N GRANDVIEW 4 CLKS; 1 BILINGUAL	CHAD RILEY (D) CO-JUDGE	1607 N ALLEGHANNEY AVE (61)	(432) 260-6140
	OLGA MARQUEZ * ® CO-JUDGE	1223 N WAHSINGTON AVE (61)	(432) 202-4899
	MARIA LORENA RODRIGUEZ* (D)	1616 W 20TH ST (63)	(432) 853-8060
	SHANECE WILLIAMS - STUDENT (OCA)	4651 OAKWOOD DR (62)	(432) 288-3500
FIRST CHURCH OF (5) THE NAZARENE 2223 LYNDALE 5 CLKS; 2 BILINGUAL	ALICIA K BARKER - (R) CO-JUDGE	PO BOX 8751, MIDLAND, TX 79708	(325) 232-5124
	DANIELA G JIMENEZ* (E/P) CO-JUDGE	1506 E 14TH ST (61)	(432) 538-2049
	BETHZY LOPEZ - STUDENT (OCA)(NEW)	4523 GRAVES DR (62)	(432) 272-9819
	RIHANNA COKER - STUDENT (OCA)(NEW)	4403 MCKNIGHT DR (62)	(432) 232-9565
HOLY REDEEMER (5) CATHOLIC CHURCH 2633 CONOVER AVE 4 CLKS; 2 BILINGUAL	SARAH ARENIVAS (R) CO-JUDGE	11065 W PALOMINO DR (64)	(432) 248-4051
	REBECCA NATIVIDAD*(D) CO-JUDGE	5201 LOCUST AVE (62)	(432) 557-2238
	KATHERINE R HUTTO - ®	904 AUTUMN AVE (63)	(830) 343-5015
	SEVERA ARENIVAS ®	2405 W 13TH ST (63)	(432) 889-2909

VOTE CENTERS	NAME	ADDRESS	PHONE
KELLUS TURNER (8) COMM BLDG. 2230 SYCAMORE DR 4 CLKS; 2 BILINGUAL	MARY NAJAR* (D) CO-JUDGE	1821 N WASHINGTON (61)	(432) 227-7673
	YVONNE ALDAZ- ® CO-JUDGE	10570 W 13TH ST (61)	(214) 931-2462
	ALMA CARRASCO* - ®	5003 KINGSTON AVE (62)	(432) 352-6049
	MARY TAVAREZ - ®	860 N CLEARVIEW AVE (63)	(432) 202-9036
MARKET STREET (5) 4950 E 42ND ST 6 CLKS; 2 BILINGUAL	TERI SHAVER - ® CO-JUDGE	4036 LAKESIDE DR (62)	(432) 413-9075
	JUDITH BUSTAMANTE* - (E/P) CO-JUDGE	51 FALCONS NEST CIR #1392 (62)	(432) 386-3613
	KELLY CLARK - ®	2732 DEERING DR (62)	(432) 770-2245
	SAMANTHA ANCHONDO - STUDENT (OCA)(NEW)	4411 ANGUS RD (64)	(432) 813-9874
	KEVIN LORENZO - STUDENT (OCA)(NEW)	523 GRAHAM AVE (63)	(432) 212-4377
MCM ELEGANTE HOTEL (4) 5200 E UNIVERSITY 4 CLKS; 2 BILINGUAL	MARTHA CAMPOS* ®CO-JUDGE	1717 HEMPHILL AVE (63)	(432) 634-6374
	ALONDRA ORTIZ - (E/P) - CO-JUDGE	510 BLACKSTONE AVE (63)	(432) 943-0496
	ROSE HERNANDEZ* ® CO-JUDGE	2435 CAMBRIDGE ST (61)	(432) 362-5237
	IRMA WONG - (E/P)	51 FALCONS NEST CIR #2277 (62)	(830) 325-4045
MURRY FLY ELEM (3) 11688 W WESTVIEW 4 CLKS; 2 BILINGUAL	ELIZABET MORALES* ® (R)CO-JUDGE	1616 W 26TH ST (63)	(432) 310-5033
	LILIANA SALAZAR - STUDENT (OCA)	12059 W WESTLAND DR (64)	(432) 703-7406
	FRANCIS GARCIA*®	803 PATTON DR (61)	(432) 352-9021
	MARIA FLOTTE*	1501 HAYWOOD AVE (61)	(432) 232-4022

TENTATIVE LIST

PRIMARY RUNOFF ELECTION
TUESDAY, MAY 28, 2024
ELECTION DAY POLL WORKERS

TENTATIVE LIST

VOTE CENTERS	NAME	ADDRESS	PHONE
OCFC (5) 180 YOUTH BLDG 8828 ANDREWS HWY 4 CLKS; 2 BILINGUAL	LU CLEERE - (R) CO-JUDGE	1902 BACA DR (63)	(432) 528-3829
	IRIS FIERRO* (D) CO-JUDGE	1112 OVERTON AVE (63)	(432) 631-9746
	GRACE BRIDGES - STUDENT (OCA)(NEW)	11 CORONA CIRCLE (63)	(432) 215-9817
	NAYELI GONZALES - STUDENT (OCA)(NEW)	1520 E 14TH ST (61)	(432) 307-0737
ODESSA COLLEGE (8) SPORTS CENTER 201 W UNIVERSITY BLVD 6 CLKS; 2 BILINGUAL	OLIVIA RIVAS* (R) CO-JUDGE	1820 W 25TH ST (63)	(432) 889-2839
	RUBEN RIVAS* - (D) CO-JUDGE	1820 W 25TH ST (63)	(432) 889-2833
	TRENITY FAULKNER - (E/P)	7000 XIT RANCH RD (65)	(432) 210-0420
	LUISANA MAURICIO* ®	91 EMERALD FOREST DR (62)	(432) 634-9644
	ROSENDO SALDANA* (R)	51 FALCONS NEST CIR #1423 (62)	(936) 529-1909
SALINAS COMMUNITY (5) BUILDING 600 W CLEMENTS 4 CLKS; 2 BILINGUAL	AC MARQUEZ* (D) CO-JUDGE	1327 BROUGHTON AVE (61)	(432) 352-1486
	GUADALUPE MEDINA (R) CO-JUDGE	6420 N OAKHILL AVE (64)	(432) 248-1153
	BIANCA OJEDA - STUDENT (OCA)	644 PURDUE ST (65)	(432) 664-7690
	BRIANNA OLIVAREZ - STUDENT (OCA)	9214 DUBLIN AVE (65)	(432) 257-6562
SHERWOOD (5) COMM BLDG. 4819 N EVERGLADE 4 CLKS; 2 BILINGUAL	CHANE GILDON (E/P) CO-JUDGE	7000 XIT RANCH RD (65)	(432) 553-7720
	TRENITY FAULKNER - (E/P)	7000 XIT RANCH RD (65)	(432) 210-0420
	MIA SANDATE - STUDENT (OHS) (NEW)	6704 N LAGOW (62)	(432) 631-0221
	BRIANNA ACUNA - STUDENT (OCA)(NEW)	135 MC CABE AVE (63)	(432) 813-0522

TENTATIVE LIST

PRIMARY RUNOFF ELECTION
TUESDAY, MAY 28, 2024
ELECTION DAY POLL WORKERS

TENTATIVE LIST

NOTICE OF GENERAL PRIMARY RUNOFF ELECTION

(AVISO DE ELECCIÓN PRIMARIA GENERAL DE DESEMPATE)

May 28, 2024

(28 de mayo del 2024)

To the Registered Voters of the County of Ector, Texas:

(A Los votantes registrados del Condado de Ector, Texas:)

Notice is hereby given that the polling places listed below will be open from 7:00 a.m. to 7:00 p.m., May 28, 2024, for voting in a General Primary Runoff Election for the Republican Party to nominate the Justice of the Peace, Precinct 1 and Precinct Officers for Precinct Chairs 205 and 310.

(Por lo presente se da aviso que los centros de votación designados abajo estarán abiertos de las 7 de la mañana hasta las 7 de la noche el 28 de mayo del 2024, para poder votar en una Elección Primaria General de Desempate para que el partido Republicano pueda nombrar el Candidato para Juez de Paz, Precinto 1 y Oficiales de Distrito para Presidentes de Precintos 205 y 310.

LOCATIONS OF VOTE CENTERS

(Local de Centros de Votación)

The following locations will be open during **Election Day** only from 7:00 a.m. – 7:00 p.m.

(Los siguientes locales estarán abiertos el día de la Elección solamente de las 7:00 de la mañana a 7:00 de la noche.

Chapel Hill Baptist Church (Fellowship Hall) <i>Iglesia Bautista Chapel Hill (Salón de Compañerismo)</i>	1820 E. 52 nd St., Odessa, TX. 79762 <i>1820 Este de la calle 52</i>
Faith Fellowship Lutheran Church (Foyer) <i>Iglesia Faith Fellowship Luterana (La Entrada)</i>	1603 N. Grandview Ave., Odessa, TX. 79761 <i>1603 Norte de la calle Grandview</i>
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Odessa College Sports Center <i>Centro de Deportes Del Colegio de Odessa</i>	201 W. University Blvd., Odessa, TX. 79764 <i>201 Oeste de la Calle Universidad</i>
Salinas Community Bldg. <i>Edificio Comunitario Salinas</i>	600 W. Clements St., Odessa, TX. 79761 <i>600 Oeste de la calle Clements</i>
Sherwood Community Bldg. <i>Edificio Comunitario Sherwood</i>	4819 N. Everglade Ave., Odessa, TX. 79762 <i>4819 Norte de la Avenida Everglade</i>

EARLY VOTING SCHEDULE

EARLY VOTING BY PERSONAL APPEARANCE WILL BE CONDUCTED EACH WEEKDAY AT:

(La votación adelantada en persona llevará a cabo cada día de la semana:)

MAIN LOCATION – 1010 E. 8TH ST. (Rm. 104)

(LOCAL PRINCIPAL - 1010 AL ESTE DE LA CALLE OCHO) (Cuarto 104)

MAY 20TH THRU 24TH

(20 al 24 de mayo)

7:00 A.M. – 7:00 P.M.

BRANCH LOCATIONS

The following branch locations are listed below with dates and hours

Applications for ballot by mail shall be mailed to:

(Las aplicaciones para las boletas por correo deben ser enviadas a:)

LISA SERTUCHE
Early Voting Clerk (Secretaria de Votación Adelantada)
1010 East 8th St. Ste: 101
Odessa, Texas 79761

Applications for ballot by mail must be received no later than the close of business on May 17, 2024.

(Las aplicaciones para las boletas por correo no deben ser recibidas más tarde del final del horario del negocio el 17 de mayo, 2024.)

Issued this the _____ day of _____, 2024)

(Emisión este día _____ de _____, 2024)

Signature of Ector County Party Chair *(Firma del Presidente del Partido del Condado de Ector)*

Republican Party Chairman

Presidente del Partido Republicano)

Elections 880011

Prescribed by Secretary of State; Sections 4.004,83.010,85.004,85.007,172.1112, V.T.C.A.,Election Code



THE STATE OF TEXAS

THE COUNTY OF ECTOR

Proclamation

Whereas, older adults and people with disabilities of diverse backgrounds contribute to the wellbeing of this city by working, caregiving, volunteering and actively preserving customs, rituals, and traditions; and

Whereas, as we age, we build momentum by accumulating knowledge, experience, insight, and wisdom that can be shared to enrich our community; and

Whereas, abuse of older adults and people with disabilities is a community concern, affecting thousands of people across Texas; and

Whereas, there were 120,069 reports of abuse older adults and people with disabilities in Texas in 2023; and

Whereas, abuse against older adults and people with disabilities is grossly underreported because of social stigma, embarrassment, and fear; and

Whereas, adult abuse effects men and women of all income and ability levels, all cultural and ethnic backgrounds, in all communities; and

Whereas, elder abuse is everyone's business, it's important to strengthen our efforts to prevent, report and address elder abuse.

Now, Therefore, Be It Resolved, we, The Ector County Commissioners' Court, in recognition thereof, do hereby proclaim the month of June 2024 to be:

"Elder Abuse Awareness Month"

in Ector County, Texas and we urge all residents to work together to reduce abuse and neglect of older adults and people with disabilities.

Witness Our Signatures and Seal of Office, this the 18th day of April, 2024.

Dustin Fawcett, Ector County Judge

Mike Gardner, Commissioner, Pct. #1

Greg Simmons, Commissioner, Pct. #2

Don Stringer, Commissioner, Pct. #3

Billy Hall, Commissioner, Pct. #4

Attest:

Jennifer Martin, Ector County Clerk

THE STATE OF TEXAS

THE COUNTY OF ECTOR

RESOLUTION

WHEREAS, The Ector County Commissioner's Court entered an agreement with the City of Odessa on the 18th day of April 2024; and,

WHEREAS, The City of Odessa is donating a portion of Bates Field Road described in Exhibit "A" to Ector County; and,

WHEREAS, The Ector County Commissioners Court has agreed to accept the donation of portion of Bates Field Road.

IN WITNESS, WHEREOF, the undersigned has affixed his signature and seal of the County of Ector, this 18th day of April 2024.

Dustin Fawcett, County Judge

Mike Gardner, Commissioner, Precinct #1

Greg Simmons, Commissioner, Precinct #2

Don Stringer, Commissioner, Precinct #3

Billy Hall, Commissioner, Precinct #4

ATTEST:

Jennifer Martin, County Clerk

ORDINANCE NO. 2024-15

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ODESSA, TEXAS, AUTHORIZE DONATING A PORTION OF BATES FIELD ROAD TO ECTOR COUNTY AND PORTIONS OF WEST COUNTY ROAD 171 & SOUTH COUNTY ROAD 1325 TO MIDLAND COUNTY; RETAINING A 60' GENERAL UTILITY EASEMENT; AUTHORIZING THE MAYOR TO SIGN ANY DOCUMENTS NECESSARY TO CONVEY SAID PROPERTY; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS ORDINANCE WAS PASSED WAS NOTICED AND WAS OPEN TO THE PUBLIC AS REQUIRED BY LAW; PROVIDING A SEVERABILITY CLAUSE AND DECLARING AN EFFECTIVE DATE

WHEREAS, in 1979 several tracts of land were sold to the City of Odessa in anticipation of constructing a new Wastewater Treatment Facility, now known as the Derrington plant; and

WHEREAS, also included in the sale was a 60-foot-wide road right-of-way that is outside the city limits in both Ector County and Midland County known as Bates Field Road, W.C.R. 171 and S.C.R. 1325. This dedication was to provide access to Section 3, site of the Wastewater Treatment plant, but these roads have historically been maintained by the two Counties involved; and

WHEREAS, the Midland County Commissioners Court and the Ector County Commissioners Court have both agreed to accept the donation of the subject roads. The transfer of property will be by General Warranty deed described by metes and bounds after the Commissioner's Courts accept the dedications; and

WHEREAS, the donation to Ector County and Midland County, the City of Odessa will reserve a General Utility Easement since currently the right-of-way does have existing utility lines;

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

Section 1. That the donation of a portion of Bates Filed Road to Ector County and portions of West County Road 171 & South County Road 1325 to Midland, County, more specifically described in Exhibits "A", Exhibit "B" and Exhibit "C".

Section 2. That a 60' general utility easement is retained by the City of Odessa, as described in Exhibit "A", Exhibit "B" and Exhibit "C".

Section 3. That the Mayor is hereby authorized to sign any documents necessary to convey said property.

Section 4. That should any section, clause or provision of this ordinance be declared by a court of competent jurisdiction be invalid, the same shall not affect the validity of this ordinance or any other ordinance of the city as a whole or any part thereof, other than the part so declared to be invalid.

Section 5. That this ordinance, since it does not impose any penalty or fine, shall go into effect following adoption on second approval as provided by City Charter Sections 61 and 65, without the need for publication.


The foregoing ordinance was first approved on the 27th day of March, A.D., 2024, by the following vote:

Mark Matta	AYE
Steven P. Thompson	AYE
Gilbert Vasquez	AYE
Greg Connell	AYE
Chris Hanie	AYE
Denise Swanner	ABSENT
Javier Joven	AYE

The foregoing ordinance was adopted on second and final approval on the 26th day of March, A.D., 2024, by the following vote:

Mark Matta	AYE
Steven P. Thompson	AYE
Gilbert Vasquez	AYE
Greg Connell	AYE
Chris Hanie	AYE
Denise Swanner	AYE
Javier Joven	AYE

Approved this the 26th of March, A.D., 2024,



Javier Joven, Mayor

ATTEST:



Norma Aguilar-Grimado, City Secretary

APPROVED AS TO FORM:



Daniel C. Jones, City Attorney



ORDINANCE NO. 2024-15
EXHIBIT "A"

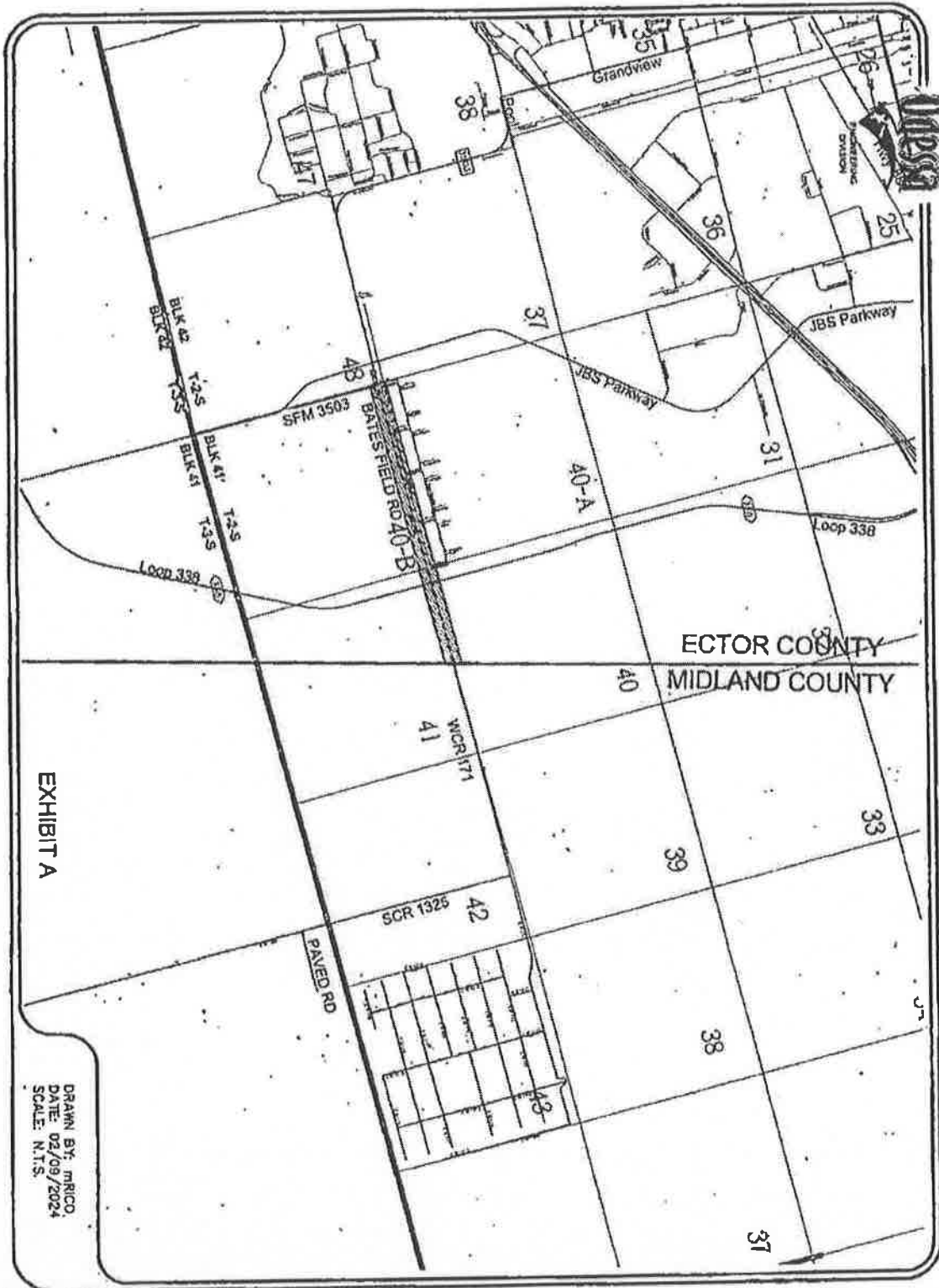
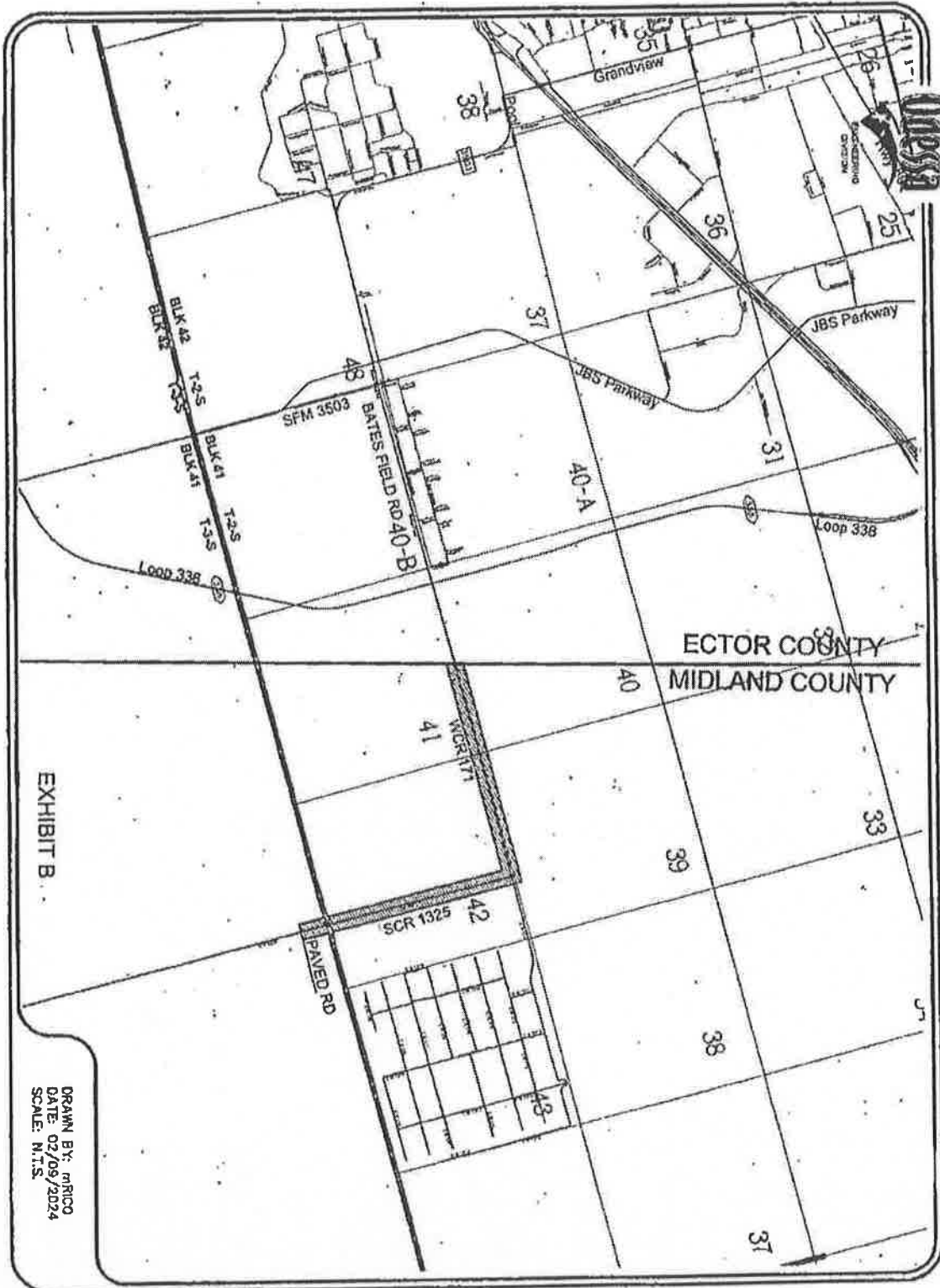


EXHIBIT A

ORDINANCE NO. 2024-15
EXHIBIT "B"



DRAWN BY: MRICO
DATE: 02/09/2024
SCALE: N.T.S.

ORDINANCE NO. 2024-15
EXHIBIT "C"

Exhibit C

A right-of-way and easement for the sole purpose of construction, using and maintaining a street with drainage facilities as may be required, and the right to construct, operate, and maintain water, sewer, or other public utilities in or upon said right-of-way, including the right to install underground elementer cables, such right-of-way and easement being described as follows:

Being a 60-foot wide road right-of-way across the E. R. Bryan Survey, Ector County, Texas and across the W. C. Sublett Survey, Ector County, Texas, and across Sections 41 and 42, Block 41, T-2-S, Texas & Pacific Railway Company Survey, Midland and Ector County, Texas, and across a portion of Section 4, Block 41, T-3-s, Texas & Pacific Railway Company Survey, Midland County, Texas, the centerline of which is described as follows:

Ector County portion:

Beginning at a point in the east right-of-way boundary of an Ector County road from which point of the northwest corner of the E. R. Bryan Survey bears S-74°-09'-W, 100 feet and B-15°-14'-W, 30 feet;

Thence N-74°-09'-E, parallel and 30 feet south at right angles to the north boundary of said E. R. Bryan Survey a distance of 2535.16 feet to a point on the common boundary of the W. C. Sublett Survey and the E. R. Bryan Survey, said point being S-15°-14'E, 30 feet from the northeast corner of the E. R. Bryan, Grantee, Survey No. 419, Page P9607, Ector County, Texas;

Thence N-74°-12'-E, parallel to and 30 feet south at right angles to the north boundary of said Section 41, Block 41, T-2-S, Texas & Pacific Railway Company Survey, Ector County, Texas, a distance of 2,660.95 feet to a terminus point on the Midland-Ector County line, from which the northwest corner of Section 41 bears N-74°-12'-E, 2,657.31 feet and N-15°-11'-W, 30 feet, said road right-of-way to include and cover the property extending 30 feet along both sides of the above-described centerline.

Midland County portion:

Beginning at a point on the Midland-Ector County line, said point being the terminus of the above described Ector County portion;

Thence N-74°-12'-E, parallel and 30 feet south at right angles to the north boundary of said Section 41, 2657.31 feet to a point on the east boundary of said Section 41, said point also being S-15°-11'-E, 30 feet from the northeast corner of Section 41;

Thence N-74°-06'-E, parallel and 30 feet south at right angles to the north boundary of said Section 42, Block 41, T-2-S, Texas & Pacific Railway Company Survey, Midland County, Texas a

ORDINANCE NO. 2024-15
EXHIBIT "C"
PAGE 2 OF 2

distance of 3,513.03 feet to a point, from which the northwest corner of Section 42 bears N-15°-02'-40"-W, 30 feet and N-74°-06'-E;

Thence S-15°-02'-40"-E, 3,950.5 feet to a point of intersection;

Thence S-15°-06'-E, 1,263.07 feet to a point on the south boundary line of Section 42, Block 41, T-2-S, and the north boundary line of Section 4, Block 41, T-3-S, Texas & Pacific Railway Company Survey, Midland County, Texas, from which point the northeast corner of Section 4 and the southeast corner of Section 42 bears N-74°-05'-E, 1809.46 feet;

Thence S-15°-06'-E, 797.13 feet to a point, from which the northeast corner of Section 4 bears S-74°-56'-E, 1,813.2 feet and N-15°-23'-W, 796.3 feet, said road right-of-way to include and cover the property extending 30 feet along both sides of the above-described centerline.

Note: Metes and bounds description is from the original dedication.

Exhibit C

A right-of-way and easement for the sole purpose of construction, using and maintaining a street with drainage facilities as may be required, and the right to construct, operate, and maintain water, sewer, or other public utilities in or upon said right-of-way, including the right to install underground elementer cables, such right-of-way and easement being described as follows:

Being a 60-foot wide road right-of-way across the E. R. Bryan Survey, Ector County, Texas and across the W. C. Sublett Survey, Ector County, Texas, and across Sections 41 and 42, Block 41, T-2-S, Texas & Pacific Railway Company Survey, Midland and Ector County, Texas, and across a portion of Section 4, Block 41, T-3-s, Texas & Pacific Railway Company Survey, Midland County, Texas, the centerline of which is described as follows:

Ector County portion:

Beginning at a point in the east right-of-way boundary of an Ector County road from which point of the northwest corner of the E. R. Bryan Survey bears S-74°-09'-W, 100 feet and B-15°-14'-W, 30 feet;

Thence N-74°-09'-E, parallel and 30 feet south at right angles to the north boundary of said E. R. Bryan Survey a distance of 2535.16 feet to a point on the common boundary of the W. C. Sublett Survey and the E. R. Bryan Survey, said point being S-15°-14'E, 30 feet from the northeast corner of the E. R. Bryan, Grantee, Survey No. 419, Page P9607, Ector County, Texas;

Thence N-74°-12'-E, parallel to and 30 feet south at right angles to the north boundary of said Section 41, Block 41, T-2-S, Texas & Pacific Railway Company Survey, Ector County, Texas, a distance of 2,660.95 feet to a terminus point on the Midland-Ector County line, from which the northwest corner of Section 41 bears N-74°-12'-E, 2,657.31 feet and N-15°-11'-W, 30 feet, said road right-of-way to include and cover the property extending 30 feet along both sides of the above-described centerline.

Midland County portion:

Beginning at a point on the Midland-Ector County line, said point being the terminus of the above described Ector County portion;

Thence N-74°-12'-E, parallel and 30 feet south at right angles to the north boundary of said Section 41, 2657.31 feet to a point on the east boundary of said Section 41, said point also being S-15°-11'-E, 30 feet from the northeast corner of Section 41;

Thence N-74°-06'-E, parallel and 30 feet south at right angles to the north boundary of said Section 42, Block 41, T-2-S, Texas & Pacific Railway Company Survey, Midland County, Texas a

distance of 3,513.03 feet to a point, from which the northwest corner of Section 42 bears N-15°-02'-40"-W, 30 feet and N-74°-06'-E;

Thence S-15°-02'-40"-E, 3,950.5 feet to a point of intersection;

Thence S-15°-06'-E, 1,263.07 feet to a point on the south boundary line of Section 42, Block 41, T-2-S, and the north boundary line of Section 4, Block 41, T-3-S, Texas & Pacific Railway Company Survey, Midland County, Texas, from which point the northeast corner of Section 4 and the southeast corner of Section 42 bears N-74°-05'-E, 1809.46 feet;

Thence S-15°-06'-E, 797.13 feet to a point, from which the northeast corner of Section 4 bears S-74°-56'-E, 1,813.2 feet and N-15°-23'-W, 796.3 feet, said road right-of-way to include and cover the property extending 30 feet along both sides of the above-described centerline.

Note: Metes and bounds description is from the original dedication.

THE STATE OF TEXAS

THE COUNTY OF ECTOR

Resolution

I, The Honorable County Judge of Ector County, Texas do solemnly certify that the application for grant funds for Grant Number 5064701 (SH-Bullet-Resistant Shield Grant), through the Public Safety Office (PSO) for the purchase of bullet resistant shields as outlined in Texas OOG Grant Offering for FY2025 for the Ector County Sheriff's Office was approved and authorized during a regular session of the Ector County Commissioners' Court on the 23rd day of January, 2024. I, myself, shall act as the named Authorized Official with authority to apply for, accept, reject, alter, or terminate said grant. It is further assured that in the event of loss or misuse of grant funds, this governing body shall return all funds to the PSO. Further, Ector County is committed to provide all applicable matching funds as set forth in the grant application, however there is no matching fund requirement for this grant.

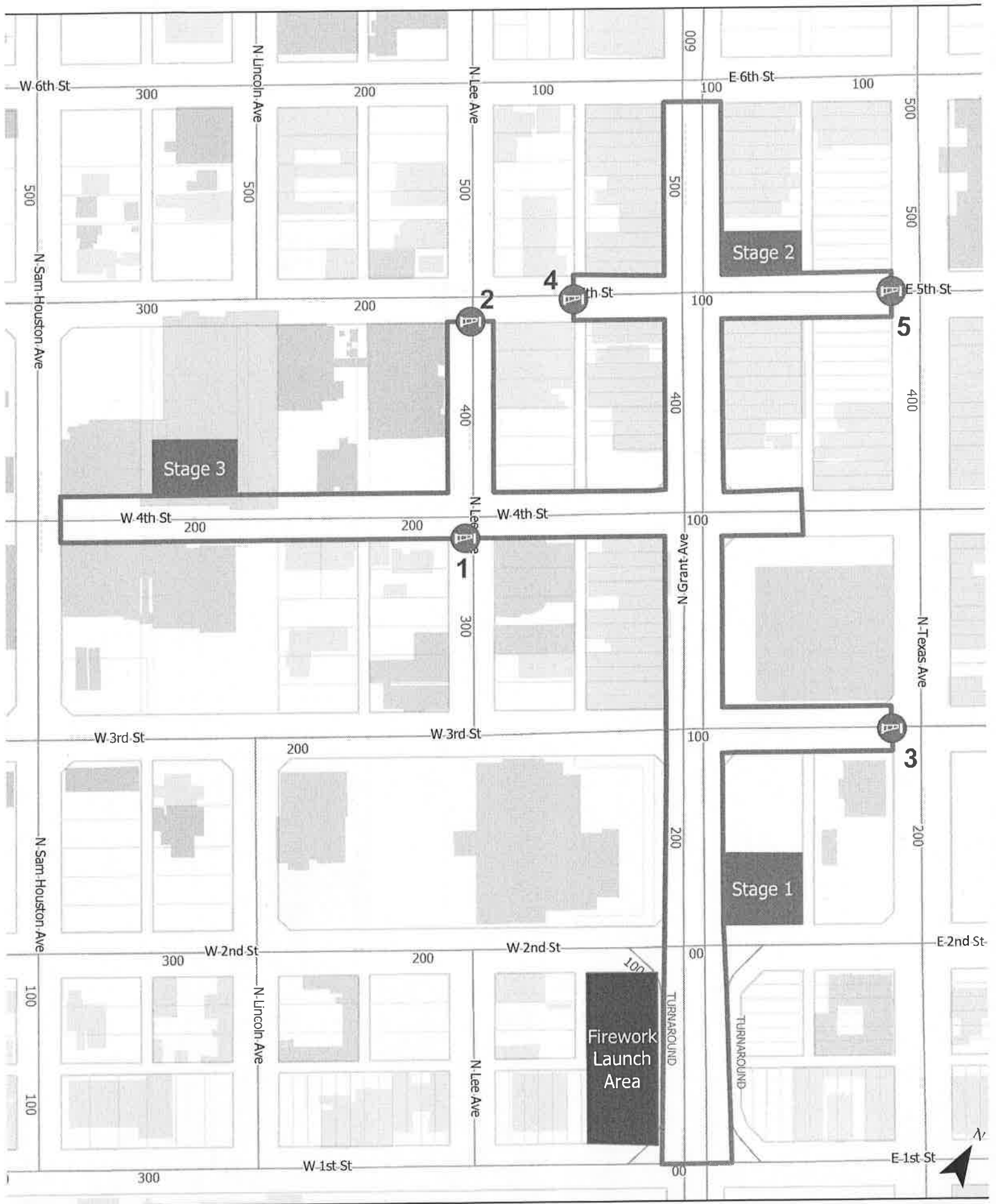
RESOLVED: That the Honorable, County Judge of Ector County, Texas is empowered and authorized to execute and deliver contracts on behalf of the County of Ector in the State of Texas.

IN WITNESS WHEREOF, the undersigned has affixed his signature and seal of the County of Ector, this 18th day of April 2024.

Ector County Judge

Attest:

Jennifer Martin, Ector County Clerk



-  Gate
-  Firecracker Fandango Area

Agenda item #6



STATES SELF-INSURERS RISK RETENTION GROUP, INC.
222 South Ninth St Suite 2700
Minneapolis, MN 55402-3332
(612) 766-3000

CERTIFICATE OF INSURANCE

Insured: City of Odessa PO Box 4398 Odessa TX 79762	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 policy(ies) below. This certificate of insurance does not constitute a contract between the issuing insurer, authorized representative or producer, and the certificate holder.
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IMPORTANT: If the certificate holder is an Additional Insured, the policy(ies) must 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).

Coverages:
 This is to certify that the policy(ies) 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 policy(ies) described herein is subject to all the terms, exclusions, and conditions of such policy(ies).
 Limits shown may have been reduced by paid claims.

Type of Insurance:	Policy Number	Effective Date	Expiration Date	Limits Occurrence	Limits Aggregate
Public Entity Excess Liability Auto Liability General Liability including Error or Omission Liability Coverage.	3000025-7	1/1/2024	1/1/2025	\$10,000,000	\$10,000,000
Workers Compensation Texas Municipal League Intergovernmental Risk Pool (TMLIRP)		1/1/2024	1/1/2025	Statutory	Statutory

Description of Operations/Locations/Vehicles/Special Terms:
 Certificate holder is an additional insured with regards to an event on July 4th called Firecracker Fandango.
 Activities include but not limited to:
 Concert (stage is set up on County Parking lot; musicians may be soloist and/or band)
 Children balloon artist, face painting, pogo stick show (not interactive), and bouncey houses which will be staged on the Catholic Church's parking lot
 Car show
 Vendor Market all three at set-up on the street
 Food Trucks

Certificate Holder: Ector County Court House 300 N Grant Ave Odessa, TX 79761	CANCELLATION: Should the above described policy be cancelled before the expiration date thereof, notice will be delivered according to policy provisions.
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Self-Insured Retention: \$1,000,000	Authorized Representative: <div style="text-align: center;">  _____ Signature </div> <div style="text-align: right;"> 4/11/2024 Date </div>
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2024-IFB-023

**ALL SEASON PRE-COATED PATCHING MIXTURE
(ASPPM)**

Pursuant to General Specifications listed below and/or attached, the undersigned makes the following offer, F.O.B. Odessa, Texas, with allowable exempt taxes (if applicable), having been removed from bid price.

ALL SEASON PRE-COATED PATCHING MIXTURE (ASPPM) - Bid 2024-IFB-023

RELEASE DATE: April 18, 2024

DEADLINE FOR QUESTIONS: April 30, 2024

RESPONSE DEADLINE: May 6, 2024, 2:00 pm

PRE-PROPOSAL MEETING: undefined at undefined

SEALED RESPONSES CAN BE SUBMITTED ELECTRONICALLY TO:

<https://procurement.opengov.com/portal/ectorcountytexas>

OR

SUBMITTED VIA MAIL TO THE PURCHASING DEPARTMENT:

Attn: Lucy Soto
1010 E. 8th Street, Room 110,
Odessa, Texas 79761

See attached bid specifications and conditions

**ECTOR COUNTY COMMISSIONERS COURT RESERVES THE RIGHT TO ACCEPT ANY
QUALIFIED BID OR REJECT ANY OR ALL BIDS**

The County of Ector does not discriminate on the basis of race, color, national origin, sex, religion, age, and disability in employment or the provision of services.

Table of Contents
ALL SEASON PRE-COATED PATCHING MIXTURE (ASPPM)
2024-IFB-023

1. GENERAL CONDITIONS
2. PURCHASE PROVISIONS
3. GENERAL PROVISIONS
4. BID SPECIFICATIONS.....
5. PRICING PROPOSAL
6. VENDOR QUESTIONNAIRE.....

If any of the above items are not included, you should immediately contact the Ector County Purchasing Department located at 1010 E. 8th Street, Room 110, Odessa, Texas 79761 in person or by mail, by calling 432-498-4020, or by email at lucy.soto@ectorcountytexas.gov, and request the missing information.

Ector County assumes no responsibility for omissions or duplications because of the arrangement of the bid document's conditions and/or specifications.

1. GENERAL CONDITIONS

The Commissioner's Court of Ector County is requesting bids from qualified bidders for the purchase of ALL SEASON PRE-COATED PATCHING MIXTURE (ASPPM), in accordance with the requirements specified herein and including all provisions set forth in the accompanying documentation.

1.1. Purpose

The purpose of these specifications are to provide sufficient information to allow bidders the opportunity to submit a bid on the requirements for ALL SEASON PRE-COATED PATCHING MIXTURE (ASPPM).

1.2. Contacts

Any technical questions concerning product specifications and/or document preparation prior to the bid opening date should be directed to: Lucy Soto, Phone (432) 498-4020, Email lucy.soto@ectorcountytexas.gov.

1.3. Bid Instructions

- A. If bidder does not wish to submit an offer at this time, but desires to remain on the list for this bid, please submit the "Non-Response Notification" form by the same time and at the same location as mentioned above. Ector County is always very conscious and extremely appreciative of the time and effort you must expend to submit an offer. We would appreciate your indicating on the "Non-Response Notification" form any requirements to the bid which may have influenced your decisions to the non-response.
- B. A complete bid consists of the return of the Request for Bid (BID 2024-IFB-023), signed by an authorized official, attachments, certifications, enclosures herein, properly and legibly executed, and responses to the technical section.
- C. It is understood that Ector County reserves the right to accept or reject any/or all bids and to waive any technicalities as it shall deem to be in the best interest of Ector County. Receipt of any bid shall under no circumstances obligate Ector County to accept the lowest offer.
- D. **Late Bids**: Bids received in the Ector County Purchasing Office after submission deadline shall be returned unopened and will be considered void and unacceptable. Ector County is not responsible for lateness of mail, carrier, etc., and time/date stamp clock in the Purchasing Office shall be the official time of receipt. Ector County will not be responsible for unmarked bids or bids delivered to the wrong location.
- E. **Deadline Extensions**: Ector County reserves the right to make a judgment call to extend any deadline. All deadline extensions will be posted as an addendum on the Ector County Purchasing Website. If there is an unforeseen event causing the County to close for

business or delay opening, the submission deadline may be extended. If the unforeseen event causes delays in carrier service operation, the County may issue an addendum to extend the deadline.

- F. **Altering Bids**: Bids cannot be altered or amended after bid closing. Any alteration or erasure made before bid closing time must be initialed by signer of the bid, guaranteeing authenticity. After the due date, bids become the property of Ector County.
- G. No oral, no emails or facsimile bids will be considered.
- H. A bid may not be withdrawn for a period of ninety (90) days after bid closing and bidders
- I. **Opening of Bids**: Bids will be received and publicly opened at the location, date and time Stated in the Timeline. Bidders, their representatives, and interested persons may be present.
- J. **Confidentiality**: All information disclosed by Ector County to the successful bidder for the purpose of the work to be done or information that comes to the attention of the successful bidder during the course of performing such work is to be kept strictly confidential. **Trade secrets and such confidential information contained in the bid and identified as such by the bidder shall not be disclosed at any time, unless required by law.**
- K. **Addendum**: Any interpretation, corrections, or changes to these specifications will be made by addenda. Sole issuing authority of addenda will be vested in the Ector County Purchasing Agent, authorized to do so by the Commissioners Court. Addenda will be distributed through the eProcurement Portal to all who are known to have received a copy of the specifications. Addenda will also be available via the Ector County Purchasing Department website.
- L. **Bidder Requirements**: Bidders are required to submit a complete solicitation response that satisfies all the requirements. Each bid is required to address, with a written response, each requirement in all sections of the bid and in the same format and sequence as the details presented in this document. Any bids that do not conform to the specifications may be rejected.
- M. **Contract**: This bid and submitted documents, when approved and accepted by the Commissioners Court of Ector County, shall constitute a contract equally binding between the successful bidder and Ector County. No different additional terms will become part of this contract with the exception of Change Order.
- N. **Change Order**: No oral statement of any person shall modify or otherwise change, or effect the terms, conditions, or specifications stated in the resulting contract. All Change Orders to the contract will be made in writing by the Purchasing Agent of Ector County.

- O. The fact that a manufacturer chooses not to produce equipment and/or provide services to meet these specifications will not be considered sufficient cause to consider these specifications as restrictive. Where deviations from the specifications contained herein are necessary, the bidder shall state why, in their opinion, the product and/or services they offer will render equivalent reliability and performance. Failure to detail all such deviations will result in the rejection of the bid.
- P. Any catalog, brand name, or manufacturer's reference used is considered to be descriptive, not restrictive, and is indicative of the type and quality the County desires to purchase. Bids on equal items of like quality and performance will be considered if the bid is noted and fully descriptive brochures are enclosed. The County reserves the right to determine recognized and accepted equal substitutions. If notation of substitution is not made, it is assumed the bidder is proposing the items exactly as specified.
- Q. Any exceptions to the specifications shall be noted in the bid response.
- R. By submitting a bid, the bidder agrees to all specifications and conditions.

1.4. Qualification of Bidder

Bidder must, at the request of the County, furnish satisfactory evidence of their ability to furnish the product and/or services in accordance with these terms and conditions of the specifications. Only bidders who can demonstrate to the satisfaction of the County that they are authorized to sell the proposed items or provide the services requested will be considered.

1.5. Protests

Protests before award must be submitted in writing to the Purchasing Agent not later than 6 calendar days before bid opening, and protests after award must be submitted within 10 calendar days after award by the Commissioners Court. The Purchasing Agent shall rule on the protest in writing within 10 calendar days after the date of receipt. Any appeal of the Purchasing Agent's decisions must be made within 10 calendar days after receipt and submitted to the Purchasing Agent, who shall present the matter for final resolution to the Commissioners Court and be afforded an opportunity to present evidence in support of their appeal.

2. PURCHASE PROVISIONS

2.1. Risk of Loss

Bidder shall bear the risk of loss of, or damage to, each item purchased until each item has been delivered to the location of installation or placement. Upon such delivery, all risk of loss of or damage to, each such item shall be borne by the bidder until inspected and accepted in writing by the participating County's authorized representative. Bidder agrees that it shall maintain adequate insurance on the items purchased until accepted as required by the specifications.

2.2. Relationship

The relationship between parties to this contract shall be that of independent contractors. Nothing contained in these specifications shall be interpreted or construed as establishing an agency or employer/employee relationship between the parties or between either party and the employees or representatives of the other party.

2.3. Authorized Distributor

Bidder hereby warrants that it is an authorized distributor and agrees that it has complete contractual responsibility and authority to sell the items being purchased.

2.4. Delivery and Service Requirements

- A. Delivery and/or Service shall be made by the bidder's representative.
- B. Unless otherwise specified, all goods are to be shipped prepaid, F.O.B. destination, to the Public Works yard in Odessa, Texas. Bidder agrees to be responsible for any loss or damages, or both, until materials have been delivered, inspected, and accepted at the destination.
- C. All of the system support, supplies, and maintenance must be provided by the bidder. The services to be performed by the bidder shall not be assigned, sublet, or transferred without written approval of the Ector County Commissioners Court.
- D. Bidder agrees to the delivery and/or service of the product to the locations of each County location involved.
- E. The delivery and/or service of the product shall be considered a prime part of this contract. Failure to state delivery and service capabilities may cause the bid to be rejected.

2.5. Warranties

- A. The bidder warrants and represents that the County shall acquire upon completion of payment, good and clear title, free and clear of all liens, and claims or encumbrances of any kind.
- B. The bidder warrants materials supplied under this contract to conform to the specifications herein, to be free from defects in material and workmanship, and are fit for the purpose for which such materials are ordinarily employed. The County and bidder agree that this contract does not exclude or in any way limit other warranties provided for in this contract by law.
- C. The bidder warrants that the services proposed to the County shall conform to the standards promulgated by the U.S. Department of Labor under the operational Safety and Health Act of 1970.

- D. The bidder agrees that the goods, equipment, supplies, and/or services furnished under this contract shall be covered by the most favorable commercial warranties offered by the bidder to the County of such goods, equipment, supplies, and/or services.
- E. The bidder shall not limit or exclude any express, written or implied warranties and any attempt to do so shall render this contract voidable at the option of the County.

2.6. Termination - The County may, subject to the provisions below, by written notice of default to the bidder, terminate the whole or any part of this project in any of the following circumstances:

- A. If the bidder fails to perform within the time specified herein or any extension thereof; or
- B. If the bidder fails to perform any of the provisions of this bid shall action constitute a breach of the project, in which case, Ector County, at its' discretion, may require corrective action within a period of 10 days (or such longer period as the County may authorize in writing), after receipt of notice from the County specifying such breach. Failure to make correction as required by the Ector County Commissioners Court shall constitute a default.
- C. Ector County reserves the right to terminate the project immediately in the event the successful bidder fails to perform in accordance with the accepted bid.
- D. Continuing non-performance of the bidder in terms of specifications shall be a basis for the termination of the project by the County.
- E. The termination notice shall state the reasons for cancellation of the project.
- F. Upon default by the bidder, Ector County may enforce the performance of their bid in any manner provided by law, and at its' discretion, may contract with another party with or without solicitation of bids or further negotiation.
- G. At a minimum, bidder shall be required to pay any difference in the cost of securing the products or services covered by this project from another source, plus reasonable administrative costs and attorney's fees.
- H. Ector County shall not pay for work, equipment, supplies, and/or services which are unsatisfactory.
- I. In the event the county terminates this project in whole or in part, as above provided, the County may procure, upon such terms and in such manner as the County may deem appropriate, service similar to those so terminated, and the bidder shall be liable for any excess costs for such similar items, provided that the bidder shall continue the performance for this project to the extent not terminated under the provisions of this paragraph.
- J. The County shall not be liable for any excess costs if the failure to perform the project arises out of causes beyond the control and without the fault or negligence of the bidder.

- K. The bidder, in accepting the project, agrees that the County shall not be liable for damages in the event that the County declares the bidder in default hereunder.
- L. The County reserves the absolute right to terminate the project in whole or in part at its' sole discretion with a 30 days written notice to the bidder.

2.7. Invoices

Invoices shall be mailed directly to:

- A. Ector County Auditor, 1010 E. 8th Street, Odessa, Texas, 79761
- B. A copy of the invoice shall be sent to Public Works, 7613 W. Dunn, Odessa, Texas 79763
- C. The invoices shall show:
 - 1. Name and address of bidder
 - 2. Detailed breakdown of all charges for the services delivered stating any applicable period of time
- D. Invoices shall be based on actual product delivered.
- E. In accordance with Chapter 2251 of the Texas Government Code, payment will be made after receipt and acceptance by the County of all completed services and receipt of a valid invoice.

2.8. Payment

Payment(s) may be made to the bidder, shall be paid on a 30 day term, after a copy of the itemized invoice is presented to the entity for their acceptance and approval. Original invoices will be processed after notification that receipt of merchandise and/or services have been made to the County's satisfaction, and invoiced according to the awarded pricing.

2.9. County Usage of Information

The information submitted by any bidder will be used by the County to evaluate the bidder's bid. The County reserves the right to use any other information which it obtains in order to evaluate timely submitted bids and to make the award.

2.10. Standards of Products and Services

It is required that bidders respond to this solicitation with standard, currently available products and services that been in operation for a period of time greater than 6 months. This approach will ensure that minimum time and effort is spent in developing new products should a bid be awarded and that the associated costs of such a bid will be as low as possible.

2.11. Inspection

Bidder shall make the necessary inspections to familiarize themselves with all existing specifications of the units, which may affect the performance of this contract. Failure on the part of the bidder to make an inspection and raise questions or clarification thereof, shall not be grounds for any adjustment to the contract price or the period of performance after award is made.

2.12. Errors and Omission

Due care and diligence have been used in preparation of this bid, and it is believed to be substantially correct. However, the responsibility for determining the full extent of the exposure and the verification of all the information presented herein, shall rest solely with the bidder. Ector County its representatives shall not be responsible for errors or omissions in these specifications, nor for failure on the part of the bidder to determine the full extent of the exposure.

In case of change of corporate structure or loss of identity by assimilation or merger with other companies, this contract shall remain in effect and be binding on its successors.

3. GENERAL PROVISIONS

3.1. Venue

The obligations of the parties to this contract are performable in Odessa, Ector County, Texas, and if legal action is necessary to enforce the same, exclusive venue shall lie in Odessa, Ector County, Texas.

3.2. Governing Law

This contract shall be governed by and construed in accordance with the laws of and court decisions of the State of Texas.

3.3. Legal Construction

In case any one or more of the provisions contained in this contract shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof, and this contract shall be considered as if such invalid, illegal, or unenforceable provision had never been contained in this contract.

3.4. Assignment

This contract cannot be assigned without the prior written consent signed by both parties.

3.5. Counterparts

This contract may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument.

3.6. Captions

The captions to the various clauses of this contract are for informational purposes only and shall not alter the substance of the terms and conditions of this contract.

3.7. Successors and Assigns

This contract shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors, and assigns, except as otherwise indicated in this contract, their assigns.

3.8. Non-Discriminatory Policy

Bidder agrees that as to all of its programs and activities conducted on the subject premises, it shall comply fully with all Civil Rights Acts and specifically will not discriminate against any person on the basis of race, color, national origin, sex, or by reason of being handicapped.

3.9. Compliance with Applicable Laws

The contract is subject to all legal requirements in the local, state, and federal laws and the bidder agrees that it will comply with all applicable laws, regulations, and orders and rules of the State, County, City, and all other governmental agencies. Bidder agrees to obtain and bear the expense of any required permit or license.

3.10. Interest of Members of a County

No member of the governing body of the County and no other officer, employee, or agent of the County who exercises any functions or responsibilities in connection with the planning and carrying out of the business of the County, shall have any personal financial interest, direct or indirect, in this contract and the bidder shall take appropriate steps to assure compliance.

3.11. Interest of Other Local Public Officials

No member of the governing body of the Locality and no other public official of such Locality, who exercises any functions or responsibilities in connection with the planning and carrying out of the business of the County, shall have any personal financial interest, direct or indirect, in this contract; and the bidder shall take appropriate steps to assure compliance.

3.12. Entire Contract

This contract including the specifications, conditions, and bids which represent the complete contract of the parties hereto, superseding all oral and written previous and contemporary contracts between the parties and relating to the matters in this contract, and expect as otherwise provided herein cannot be modified without prior written agreement of both parties to be attached to and made a part of this contract.

3.13. Force Majeure

Neither the participating County nor bidder shall be required to perform any term, condition, or agreement in this contract so long as such performance is delayed or prevented by force majeure, which shall mean acts of God, civil riots, floods, and any other cause not reasonably within the control of the County or bidder except as herein provided, and which by the exercise of due diligence, the County or bidder is unable, wholly or in part, to prevent or overcome.

3.14. Indemnity-Liability

Bidder agrees to protect, defend, indemnify, and save the County, its officers, and employees harmless from and against all claims, demands, and causes of action of every kind and character, without limit and without regard to the cause or causes thereof, or the negligence of any party or parties, including the negligence of the County, its officers, and employees, whether such negligence be sole, joint, or concurrent, for injury to or death of any person or damage to any property, arising out of or in connection with the activities of the bidder.

3.15. Indemnity-Defense

Bidder shall also indemnify, protect and save the County, its directors, officers, and employees harmless against any and all cost or expense of whatever kind of nature, including costs of litigation, attorney fees, and reasonable expenses in connection therewith whether or not such loss, injury, or damage shall be valid or groundless, and bidder shall be bound and obligated to assume the defense thereof, including any settlement negotiations, and shall pay, liquidate, discharge and satisfy any and all settlements, judgements, awards or expenses resulting from or arising out of such injuries, death or damages without reimbursement from the County. It is understood and agreed by bidder that in case the County, its officers, agents, employees, are made defendant in any suit or action and bidder fails or neglects to assume the defense thereof, after having been notified to do so by the County, that the County may compromise and settle or defend any such suit or action, the bidder shall be bound and obligated to reimburse the County for the amount expended by it in settling and compromising any such claim, or in the amount expended by the County in paying any judgement rendered therein, together with all reasonable attorney's fees incurred by the County by reason of its defense or settlement of such claims.

3.16. Indemnity - Sub-Contractors

The bidder agrees that it will indemnify and save the County harmless from all claims growing out of the lawful demands of sub-contractors, laborers, workmen, mechanics, materialmen and furnisher of machinery and parts thereof, equipment, power, tools and all supplies including commissions, incurred in the furtherance of this contract by bidder. When so desired by the County, the bidder shall furnish satisfactory evidence that all obligations of the nature here-in-above designated have been paid, discharged or waived. If the bidder fails to do so, then the County may at the option of the county either pay unpaid bills, of which the County has written notice, direct or withhold from the bidder's unpaid compensation a sum of money deemed reasonably sufficient to liquidate any and all such lawful claims until satisfactory evidence is furnished that all liabilities have been fully discharged, and whereupon payments to the bidder shall be resumed in full, in accordance with the terms of this contract, but in no event shall the provisions of this sentence be construed to impose any obligations upon the County, by either the bidder or its surety.

3.17. Indemnity - Workers Compensation

Bidder agrees to be responsible for the Workers Compensation insurance on its employees. If any direct claim for Workers' Compensation benefits is asserted against the County by any of said employees or, in the event of death, by their personal representative(s) then upon written notice from the County, bidder shall undertake to defend the County against such claim(s) and shall

indemnify and hold the County harmless from and against any such claim(s) to the extent of all benefits, cost of litigation, disbursements and attorneys' fees incurred in connection therewith.

3.18. Indemnity – Government Regulation

In its performance of this contract, bidder shall comply with all applicable federal, state, and local laws including but not limited to, the provisions of the Equal Employment Opportunity Act and the Fair Labor Standards Act, and will indemnify and hold the County harmless from and against any claims, demands, suits, losses, damages, costs, and expenses arising out of any non-compliance or violation by bidder of any such laws.

3.19. Remedies

The rights and remedies of the County provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or in equity under this contract including the right to specific performance and offset.

3.20. Disputes

Except as otherwise provided in this contract, during the period of performance of the contract, any dispute between the parties arising out of the performance of this contract which is not disposed of by contract shall be decided by the County, who shall reduce its decision to writing and mail or otherwise furnish a copy thereof to the bidder. The decision of the County shall be final and conclusive unless, within thirty (30) days from the date of receipt of such copy, the bidder mails or otherwise furnishes to the County a written appeal. The decision of the County, or its duly authorized representative for the determination of such appeals, shall be final and conclusive. Such appeals shall be final and conclusive subject to any legal remedy that may be available under the laws of the State of Texas to the aggrieved party to further review such decision. In connection with any appeal of the County's decision under the paragraph, the bidder shall be afforded an opportunity to be heard and to offer evidence in support of its appeal. Pending final decision of dispute hereunder, the bidder shall proceed diligently with the performance of the contract and in accordance with the County's decision.

3.21. Non-Waiver

Approval of the County shall not constitute nor be deemed a release of the responsibility and liability of the bidder, its employees, agents, or associates under the contract nor shall approval be deemed to be the assumption of such responsibility by the County.

3.22. Permits and Licenses

Bidder will maintain in effect during the term of this contract any and all federal, state, and/or local licenses and permits which may be required of bidder generally.

3.23. Debarment or Suspension

The County is prohibited from spending federal, state, and/or local funds with bidders who have been debarred or suspended. By signing and returning this document, the bidder attests that their company is not debarred by any governmental entity.

3.24. Non-Collusion Affidavit

The bidder declares, by signing and submitting a bid, that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited another bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, of that anyone shall refrain from proposing; that the bidder has not in any manner, directly or indirectly, sought by contract, communications, or conference with anyone to fix the bid price of the bidder of any other bidder, or to fix any overhead, profit or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any cooperation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

- A. No negotiations, decisions, or actions shall be initiated by any company as a result of any verbal discussion with any County Employee prior to the opening of responses to this invitation to bid.
- B. No Officer or employee of the County of Ector, and no other public or elected official, or employee, who may exercise any function or responsibilities in the review or approval of this undertaking shall have any personal or financial interest, direct or indirect, in any contract or negotiation process thereof. The above compliance request will be part of all County of Ector contracts for this service.

3.25. Disclosure of Interested Parties

In compliance with Section 2252.908 of the Texas Government Code, Ector County Commissioners Court may not enter into a contract with a business entity as a result of acceptance or award of this solicitation unless the business entity submits a disclosure of interested parties form as required by this statute. Notification will be given to the business entity recommended for award upon which the business entity will be required to submit the completed form prior to award. A copy of this law is available at <http://www.statutes.legis.state.tx.us/Docs/GV/htm/GV.2252.htm>.

The on-line form is available at https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm. The Definitions are included in Chapter 46, Ethics Commission Rules: <https://www.ethics.state.tx.us/tec/1295-Info.htm>.

3.26. Conflict of Interest Questionnaire - Required only by Awarded Vendor

Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any bidder or person conducting business or wishing to conduct business with a County, complete a "Conflict of Interest Questionnaire". By law, this completed questionnaire must be filed with the County Clerk for the County of Ector. The Ector County Clerk's mailing address is 300 N. Grant, Room 111, Odessa, Texas, 79761. A person commits an offense if the person

violates Section 176.006, Local Government Code. An offence under this section is a Class C misdemeanor. Any questions concerning this form should be addressed to the Texas Ethics Commission; 201 East 14th St., 10th Floor; P.O. Box 12070, Austin, Texas, 78711-2070; 1-800-325-8506; fax 512/463-5777; or web site www.ethics.tx.us.

3.27. Boycotting Energy Companies - Required only by Awarded Vendor

The 87th Texas Legislature (2021) approved Senate Bill 13, that forbids a state agency and a political subdivision (which includes a County) to enter into any contracts and investments with a company for goods or services unless the contract contains a written verification from the that; (I) it does not boycott energy companies pursuant to Section 809.001 of the Texas Government Code; and (II) will not boycott energy companies during the term of the contract. This law is only applies to a contract that; (I) is between a governmental entity and a company with 10 or more full-time employees; (II) has a value of \$100,000 or more that is to be paid wholly or partly from public funds of the governmental entity.

3.28. Discrimination against Firearm or Ammunition Industries - Required only by Awarded Vendor

The 87th Texas Legislature (2021) approved Senate Bill 19 that forbids a state agency and a political subdivision (which includes a County) to enter into any contracts and investments with a company for goods or services unless the contract contains a written verification from the company that; (I) it does not have a practice, policy guidance, or directive that discriminates against a firearm entity or firearm trade association pursuant to Section 2274.001 of the Texas Government Code; and (II) will not discriminate companies during the term of the contract. This law is only applies to a contract that; (I) is between a governmental entity and a company with 10 or more full-time employees; (II) has a value of \$100,000 or more that is to be paid wholly or partly from public funds of the governmental entity.

3.29. Prohibition Against Boycotting of Israel - Required only by Awarded Vendor

Vendors/Contractors/Suppliers must be in compliance with the provisions of Chapter 2270 of the Texas Government Code which states a governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and, (2) will not boycott Israel during the term of the contract. By submitting a signed response to an Ector County solicitation, the bidder is affirming compliance with Chapter 2270 of the Texas Government Code.

3.30. Business with Foreign Terrorist Organizations- Required only by Awarded Vendor

Vendors/Contractors/Providers must be in compliance with the provisions of §2252.152 and §2252.153 of the Texas Government Code which states, in part, contracts with companies engaged in business with Iran, Sudan, or Foreign Terrorist Organizations are prohibited. A governmental entity may not enter into a contract with a company that is listed on the Comptroller of the State of Texas website identified under Section 806.051, Section 807.051 or Section 2253.253 which do business with Iran, Sudan or any Foreign Terrorist Organization. By submitting a signed response to an Ector County solicitation, the bidder is affirming compliance with provisions of §2252.152 and §2252.153 of the Texas Government Code.

3.31. Master Service Agreement (MSA)/Insurance

The **awarded Bidder** will be required to complete the attached MSA/Insurance and adhere to the insurance requirements for this project. The insurance policy must show the certificate holder as Ector County. The Insurance policy must show an exclusion added by endorsement as follows: "The certificate holder is named as additional insured on the general liability policy. Waiver of subrogation are included on general liability and Workers' Compensation policies in favor of Ector County". A copy of, an approved, MSA/Insurance form must be provided, and/or be on file with the Ector County Purchasing Department, prior to the Bidder starting working on this agreement. The MSA and all insurance policies are to be kept current during the time frame of this agreement.

4. **BID SPECIFICATIONS**

Ector County is requesting bids on ALL SEASON PRE-COATED PATCHING MIXTURE (ASPPM). Sealed or Electronic Bids addressed to Ector County Purchasing Agent, Lucy Soto will be received by 2:00 pmon Monday, May 6, 2024. Any bids received after bid closing time will not be accepted.

The project consist of NO VALUE

All bids should be received either electronically, or at the location below by the deadline. If Bidder chooses to submit a Hard copy, it must be delivered in a sealed envelope with a return address and clearly marked "ALL SEASON PRE-COATED PATCHING MIXTURE (ASPPM)" The Bidder's firm name shall appear on the outside of the envelope.

Deadline for bid submission is 2:00 pm on Monday, May 6, 2024. Location for hard copy submittal is Ector County Purchasing Department, 1010 E 8th Street, Suite 110, Odessa, TX 79761.

4.1. ALL SEASON PRE-COATED PATCHING MIXTURE

All material shall conform to 2014 Standard Specifications for Construction of Highways, Streets and Bridges, as published by the Texas Department of Transportation (TxDOT).

Samples of this material shall be furnished for the purpose of establishing quality of material. Samples will be furnished at no cost to Ector County. If not destroyed in the testing process, the samples will be returned at the respondent's expense. Samples shall be marked with permanent marker: respondent's name, address and the County solicitation number. Samples should be provided in a one-gallon, re-sealable plastic bag.

This bid shall be good for a period of one year from date of award.

It is the intention of these specifications to describe Asphalt Patching Material for shaping and for filling and repairing holes in roadways and requirements shall meet the above referenced specification for the following:

Meet TxDOT Department Material Specification: DMS-9202 "Asphaltic Concrete Patching Material (Stockpile Storage or Bagged) – All Season Pre-Coated Patching Mixture (ASPPM).

The material shall be delivered as requested and directed by the Public Works Director, Marisela Campos, or the designee. The material shall be hauled to and stockpiled at the Ector County Public Works Yard, 7613 West Dunn, Odessa, Texas, 79764.

Approximately **850 tons of ASPPM** will normally be needed. The bid will be awarded on a unit price basis to or more one vendors.

Scales used for weighing aggregate shall be calibrated and certified and shall be subject to the inspection and approval of the Road Superintendent. Trucks may be required to weigh at a designated public scale anytime during the hauling process. All weighing costs shall be borne by the Vendor.

Ector County may have an independent laboratory test the material at any time during the length of the contract. If the results of the test show material does not meet specifications, the cost of the test will be absorbed by the vendor. If the results of the test show material does meet specifications, the cost of the test will be borne by Ector County.

5. PRICING PROPOSAL

BID FORM

Item	Description	Unit	Unit Price Bid
300	DMS-9202 Asphaltic Concrete Patching Material (Stockpile Storage) All Season Pre-Coated Mixture (ASPPM)	TON	
Estimated quantity will be approximately 850 Tons of ASPPM			

6. VENDOR QUESTIONNAIRE

6.1. Spillage*

The vendor will be responsible for all spillage, which may occur during transit and unloading operations. The vendor shall immediately report any spillage to the office that ordered the fuel and clean up the spillage. Failure to do so shall initiate corrective action and back charge to the vendor of any incurred costs.

Please confirm

*Response required

6.2. Specify Locations*

*Response required

6.3. Confirmation*

I hereby certify and that the items offered meets all of the requirements of the bid conditions and specifications and I hereby accept the provisions of the terms and conditions included in the bid specifications.

Please confirm

*Response required

6.4. Authorized Representative*

Please provide the following for the Authorized Representative.

- Name and Title
- Mailing Address
- Remittance Address (if different from above)
- Telephone Number
- Fax Number
- Email Address

*Response required

6.5. Tax Identification Number*

Please provide your tax identification number:

Federal ID Number (Bidder or Corporation) or Social Security Number (Individual)

*Response required

6.6. Master Service Agreement (MSA)/Insurance

Awarded vendor will be required to submit completed form.

- MASTER_SERVICE_AGREEMENT(LO...
- INSURANCE_DRAFT.docx

6.7. Certificate of Interested Parties - Form 1295

Awarded vendor will be required to submit completed 1295 form.

- FORM_1295.docx

6.8. Certificate

Awarded vendor will be required to submit completed form.

- [CIQ.docx](#)

6.9. [Senate Bill 13 Verification](#)

Awarded vendor will be required to submit completed form.

- [Senate Bill 13 Verification...](#)

6.10. [Senate Bill 19 Verification](#)

Awarded vendor will be required to submit completed form.

- [SENATE BILL 19 VERIFICATION...](#)

6.11. [House Bill 89 Verification](#)

Awarded vendor will be required to submit completed form.

- [House Bill 89 Verification....](#)

6.12. [Senate Bill 252 Verification](#)

Awarded vendor will be required to submit completed form.

- [Senate Bill 252 Verificatio...](#)

6.13. [Proposer Residency Certification](#)

Awarded vendor will be required to submit completed form.

- [Proposer Residency Certific...](#)

PROPOSED
ECTOR COUNTY
MHRC DEVELOPMENT

TO SERVE

7140 W 22nd Street

0.34 ACRE TRACT LOCATED ON
MEEKS SUBDIVISION, BLOCK 2, LOTS 12-13,
ECTOR COUNTY, TEXAS

for: Valentin Favela

Valentin Favela 2-5-24
Signature Date

PREPARED BY:
MICHAEL P. STROOPE, P.E.
P.E. 94916 F-14806



Michael P. Stroope, P.E.
F-14806

A handwritten signature in black ink, appearing to read "Michael P. Stroope".

1/15/2024

SHEET INDEX

1. COVER SHEET
2. LOCATION
3. SURVEY & PLAT
4. FLOOD PLAIN
5. CONTOUR MAP
6. SITE PLAN
7. PROPOSED OSSF

JANUARY 2024

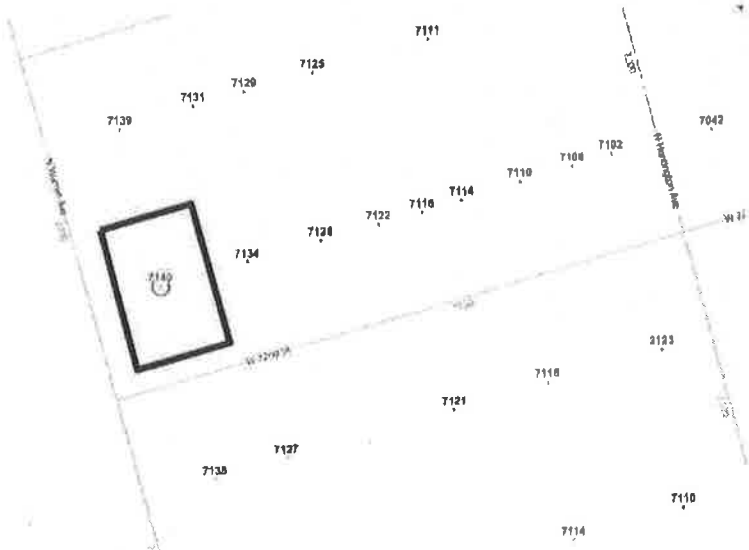
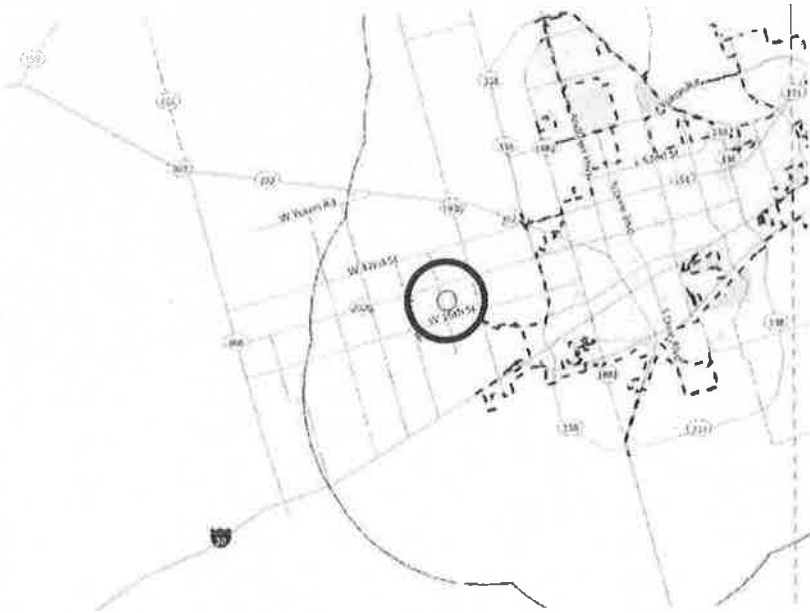
NOTE:
This plan complies with the regulations and all applicable requirements of the County's active sewer, drainage, septic or OSSF regulations, the County's active floodplain management regulations and State and Federal Law.

ECTOR COUNTY MHRC DEVELOPMENT
Valentin Favela
7140 W 22nd Street
Odessa, TX 79763

7140 W 22nd Street
0.34 Acre Tract located in
Meeks Subdivision, Block 2,
Lots 12-13, Ector County, Texas

Michael P. Stroope, P.E.
P.E. 94916 F-14806
7033 101st Street
Lubbock, TX 79424
806-786-4940

Sheet 1 of 7

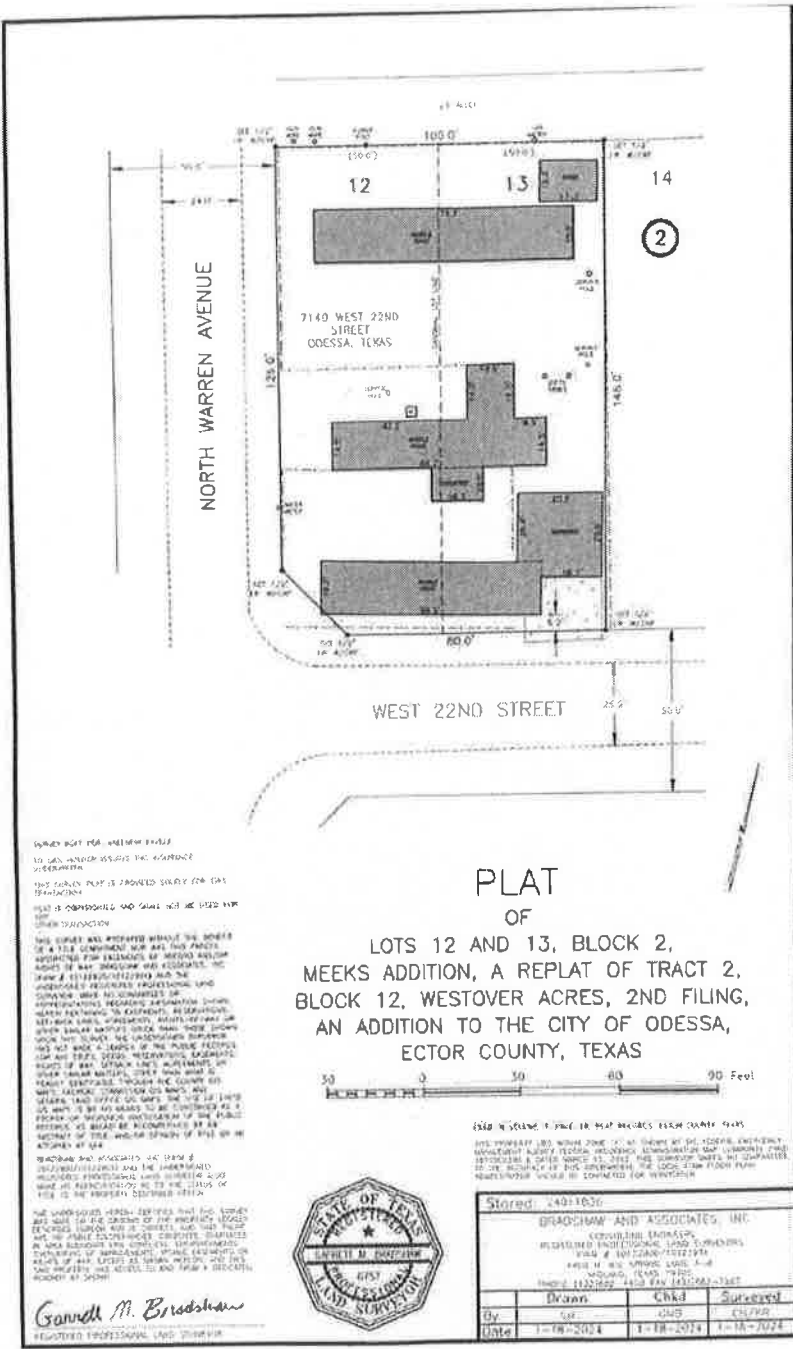


LOCATION
NO SCALE

ECTOR COUNTY MHRC DEVELOPMENT
Valentin Faveia
7140 W 22nd Street
Odessa, TX 79763

7140 W 22nd Street
0.34 Acre Tract located in
Meeks Subdivision, Block 2,
Lots 12-13, Ector County, Texas

Michael P. Stroope, P.E.
P.E. 94916 F-14806
7033 101st Street
Lubbock, TX 79424
806-786-4940



OWNER NOT FOR REVISIONS
TO AN INTERESTING THE CHANGE
VICINITY
THIS PLAT IS PROVIDED ONLY FOR THE
RECORD
IT IS NOT TO BE USED FOR
CONSTRUCTION

THIS PLAT WAS PREPARED BY THE ENGINEER
FOR A TITLE COMMITMENT AND NOT FOR THE
PURPOSES OF RECORDING. THE ENGINEER
HAS NOT CONDUCTED A SURVEY OF THE
LANDS DESCRIBED HEREIN AND THE
CORNER MARKS SHOWN THEREON ARE NOT
NECESSARILY ACCURATE. THE ENGINEER
HAS NOT MADE A SEARCH OF THE PUBLIC RECORDS
FOR ANY EASES, DEEDS, MORTGAGES, ENCUMBRANCES
OR OTHER INTERESTS THAT MAY AFFECT THE
LANDS DESCRIBED HEREIN. THE USER OF THIS
PLAT SHALL BE RESPONSIBLE FOR OBTAINING ALL
NECESSARY INFORMATION OF THE PUBLIC RECORDS
AS BEING ACCOMPANIED BY AN
EXTRACT OF THE PUBLIC RECORDS OF THIS OR IN
ANY OTHER MANNER.

BRADSHAW AND ASSOCIATES, INC. IS NOT
RESPONSIBLE FOR THE ACCURACY OF THE INFORMATION
CONTAINED HEREIN AND THE USER OF THIS
PLAT SHALL BE RESPONSIBLE FOR OBTAINING ALL
NECESSARY INFORMATION OF THE PUBLIC RECORDS
AS BEING ACCOMPANIED BY AN
EXTRACT OF THE PUBLIC RECORDS OF THIS OR IN
ANY OTHER MANNER.

THE ENGINEER, HEREIN, CERTIFIES THAT THE SURVEY
WAS MADE FOR THE PURPOSES OF THE PUBLIC RECORDS
AND NOT FOR THE PURPOSES OF RECORDING. THE
ENGINEER HAS NOT CONDUCTED A SURVEY OF THE
LANDS DESCRIBED HEREIN AND THE CORNER MARKS
SHOWN THEREON ARE NOT NECESSARILY ACCURATE.
THE ENGINEER HAS NOT MADE A SEARCH OF THE
PUBLIC RECORDS FOR ANY EASES, DEEDS,
MORTGAGES, ENCUMBRANCES OR OTHER INTERESTS
THAT MAY AFFECT THE LANDS DESCRIBED
HEREIN. THE USER OF THIS PLAT SHALL BE
RESPONSIBLE FOR OBTAINING ALL NECESSARY
INFORMATION OF THE PUBLIC RECORDS AS
BEING ACCOMPANIED BY AN EXTRACT OF THE
PUBLIC RECORDS OF THIS OR IN ANY OTHER
MANNER.

Garrett M. Bradshaw
REGISTERED PROFESSIONAL LAND SURVEYOR



Survey was not commissioned by the engineer. It was provided by the owner as required by the Ector County Manufactured Home Rental Community Standards, Exhibit G, 1, (d). The engineer has made no revisions or modifications.

SURVEY & PLAT
NO SCALE

ECTOR COUNTY MHRC DEVELOPMENT
Valentin Favela
7140 W 22nd Street
Odessa, TX 79763

7140 W 22nd Street
0.34 Acre Tract located in
Meeks Subdivision, Block 2,
Lots 12-13, Ector County, Texas

Michael P. Stroope, P.E.
P.E. 94916 F-14806
7033 101st Street
Lubbock, TX 79424
806-786-4940

MEEKS ADDITION
 A REPLAT OF TRACT 2, BLOCK 12,
 WESTOVER ACRES, 2ND FILING
 SEC. 23, BLK. 43, T-2-S, T&O R.R. CO. SURVEY,
 ECTOR COUNTY, TEXAS

STATE OF TEXAS
 COUNTY OF ECTOR

BEFORE ME, the undersigned authority,

That T. H. Meeks, being the present owner of Tract 2, Block 12, Westover Acres, 2nd Filing, Ector County, Texas, have caused the same to be subdivided into lots, blocks, streets and alleys in accordance with the hereby designate such addition as "Meeks Addition" and hereby dedicate the streets and alleys to the public for their use, but in the event said streets and alleys shall cease to be used as such, the title thereto shall revert to me, my heirs and assigns, and do further grant mineral Lessees the use of the streets and alleys as herein indicated for rights of ingress and egress for laying, maintaining, telephone and telegraph lines thereon.

WITNESSED MY HAND AND SEAL, COUNTY CLERK, ON THIS 13 DAY OF November, 1957.

T. H. Meeks
 T. H. Meeks

STATE OF TEXAS
 COUNTY OF ECTOR

BEFORE ME, the undersigned authority,

A Notary Public in and for the County of Ector, State of Texas, on this day personally appeared T. H. Meeks, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and considerations therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE ON THIS 13 DAY OF November, 1957.

W. J. McElroy
 Notary Public in and for Ector County, Texas.

STATE OF TEXAS
 COUNTY OF ECTOR

I, Wilbur L. Ash, Registered Public Surveyor of the State of Texas, do hereby certify that the above plat of "Meeks Addition" represents a survey made by me on the ground in November, 1957.



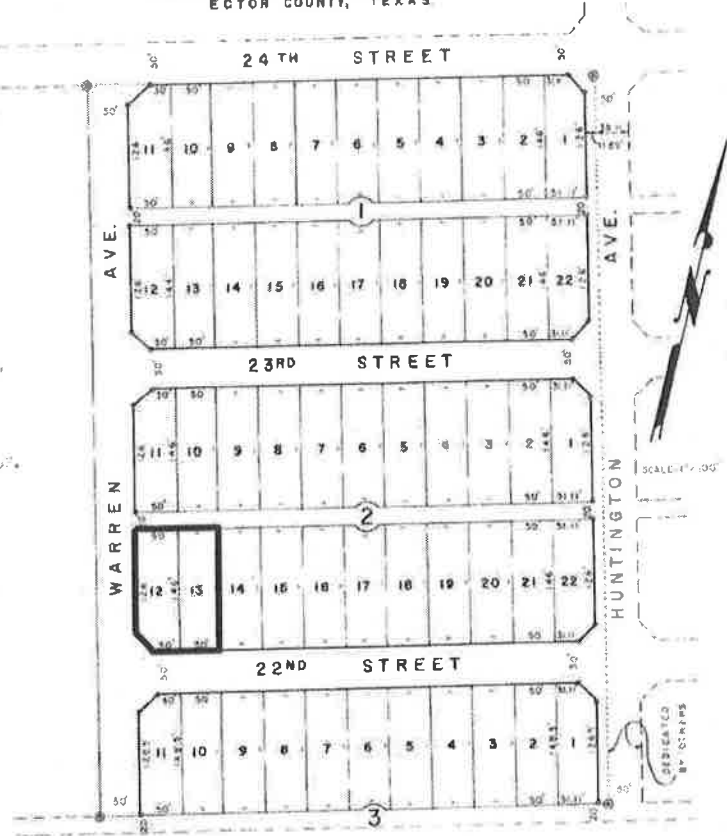
Wilbur L. Ash
 Wilbur L. Ash
 Registered Public Surveyor

This plat of "Meeks Addition" is hereby approved:

Approved: *Carleton Cook* Chairman of Ector County Planning Board

Filed for record this 21 day of November, 1957, at 10:40 AM in Vol. 7, page 18.
 Recorded this 21 day of November, 1957, at 10:40 AM.

Edna Smith
 Edna Smith, County Clerk, Ector County, Texas



LEGEND

- TRACT CORNER
- BLOCK CORNER
- STREET CUTBACK

SURVEY & PLAT

NO SCALE

ECTOR COUNTY MHRC DEVELOPMENT
 Valentin Favela
 7140 W 22nd Street
 Odessa, TX 79763

7140 W 22nd Street
 0.34 Acre Tract located in
 Meeks Subdivision, Block 2,
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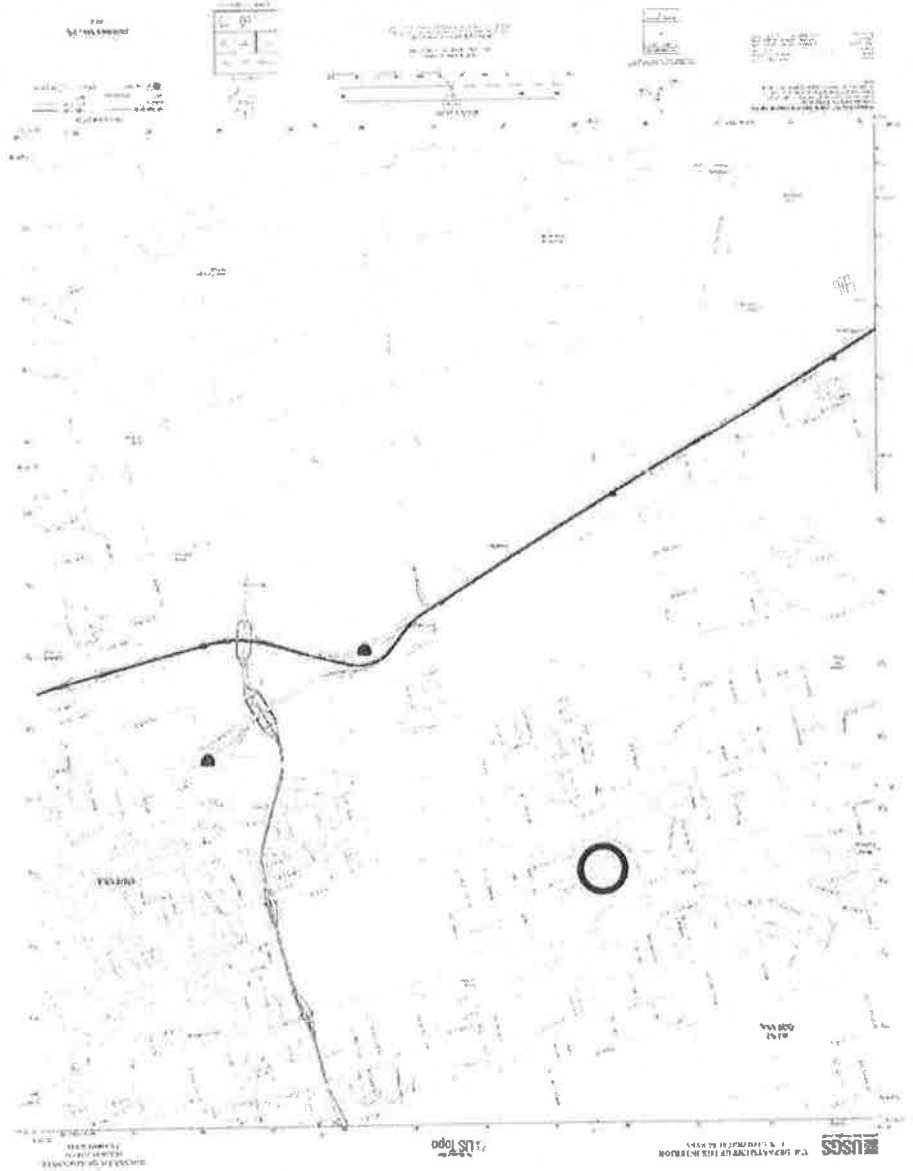
Michael P. Stroope, P.E.
 P.E. 94916 F-14806
 7033 101st Street
 Lubbock, TX 79424
 806-786-4940

ECTOR COUNTY MHRC DEVELOPMENT
Valentin Fovetio
7140 W 22nd Street
Odessa, TX 79763

7140 W 22nd Street
0.34 Acre Tract located in
Weeks Subdivision, Block 2,
Lots 12-13, Ector County, Texas

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7033 101st Street
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806-786-4940

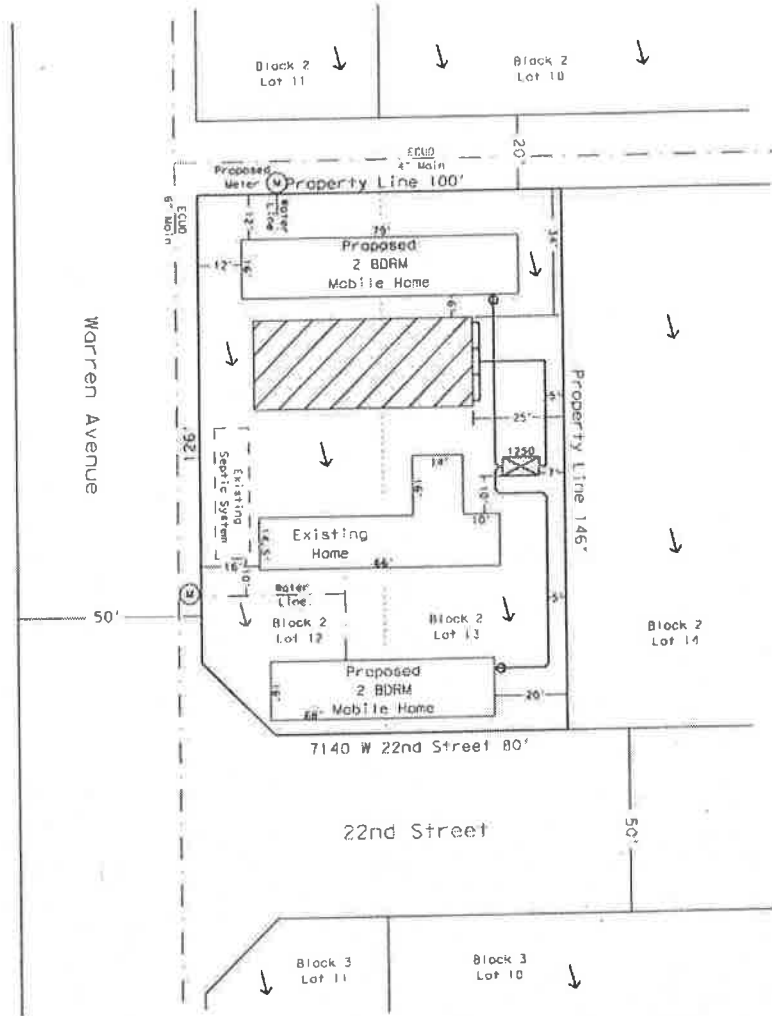
CONTOUR MAP
NO SCALE



1:25000

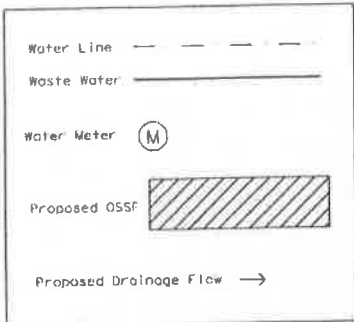
1:25000

1:25000



Notes

1. Access Drives and existing and proposed roadways shall meet or exceed the Ector County design and construction requirements for subdivisions, Exhibit B: Road Standards and comply with TxDOT Standards for driveways adjacent to State Highways. This plan is not intended for driveway permitting process.
2. MHRC structures and OSSF are not located in floodplain. Improvements to the tract shall provide adequate drainage for the MHRC. The drainage requirements shall be in compliance with subdivision regulations for Ector County.



Michael P. Stroope, P.E.
 F-14806

3/20/2024

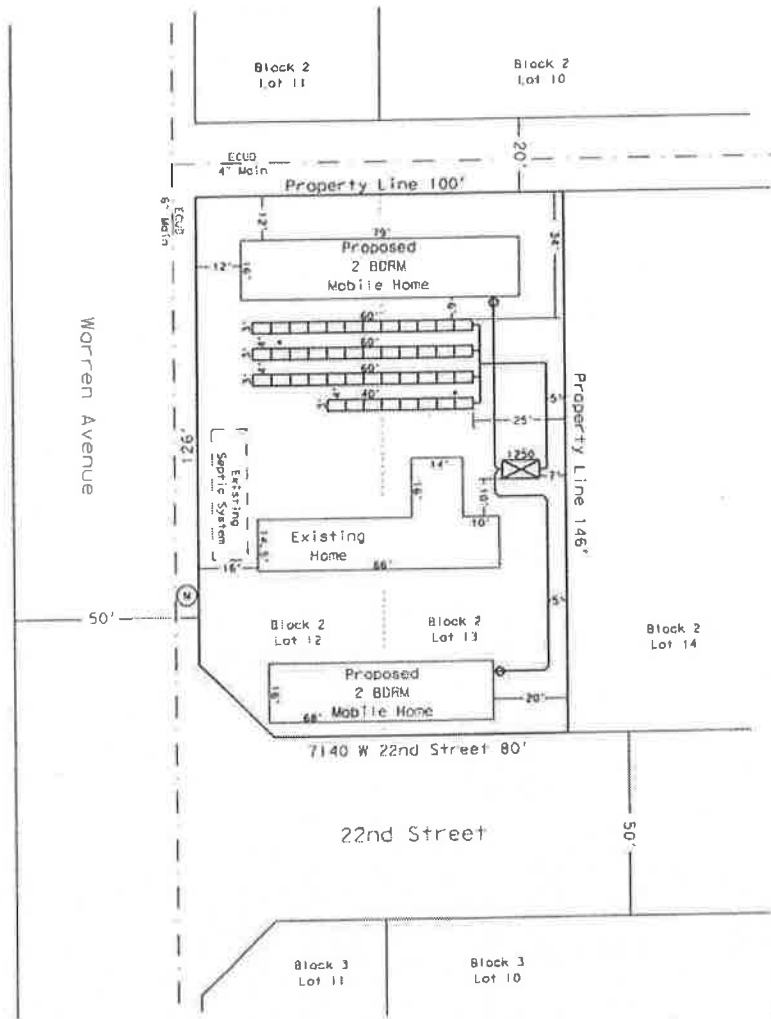
SITE PLAN
 SCALE
 1" = 50'



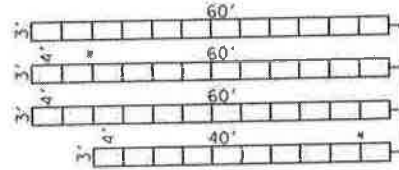
ECTOR COUNTY MHRC DEVELOPMENT
 Valentin Favala
 7140 W 22nd Street
 Odessa, TX 79763

7140 W 22nd Street
 0.34 Acre Tract located in
 Meeks Subdivision, Block 2,
 Lots 12-13, Ector County, Texas

Michael P. Stroope, P.E.
 P.E. 94916 F-14806
 7033 101st Street
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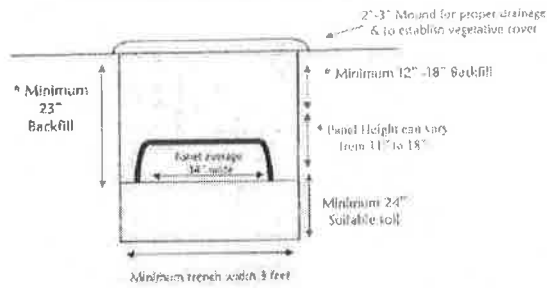


Class II
 Standard Trench System
 2-2 BDRM Mobile Homes
 $Q / R_a / AA * 0.6 = L$
 $450 / .025 / 5 * 0.6 = 216\text{ft}$
 Length = 220 ft (44 panels)



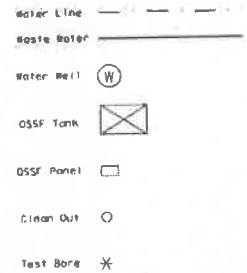
No Scale

CROSS SECTIONAL VIEW OF A STANDARD TRENCH



Michael P. Stroope, P.E.
 F-14806

3/20/2024



PROPOSED OSSF

SCALE
 1" = 50'

2-2 BDRM SYSTEM DESIGN

- System is based on 2-2 BDRM mobile homes.
- Wastewater Usage Rate (Q) = 450 GPD (225 each)
- Minimum Septic Tank Volume = 1250 Gallons
- The Property is served by ECUD main.
- All piping shall be 4" Sch. 40 PVC unless noted as Sch. 80.
- Soil Classification requires does not require soil substitution.
- See sizing calculations for Class II standard trench systems.
- Installation of any item of this system shall be done per TCEQ OSSF regulations and/or manufacturer's recommendations.
- Landowner to provide barriers around each system to avoid damage to system from vehicular traffic.
- Collector line shall be encased or Sch. 80 where traffic is crossing.
- Installation of any water services shall comply with all applicable TCEQ regulations.

ECTOR COUNTY MHRC DEVELOPMENT
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Michael P. Stroope, P.E.
 P.E. 94916 F-14806
 7033 101st Street
 Lubbock, TX 79424
 806-786-4940



APPENDIX/SAATS MANUAL: EXHIBIT B
ECTOR COUNTY, TEXAS – MANUFACTURED HOME RENTAL
COMMUNITY (MHRC) APPLICATION FORM

DATE: 1/15/2024 COMMISSIONER PRECINCT: Precinct 1

PROPOSED MHRC: 7140 W 22nd Valentin Favela

TRACT SIZE AND LOCATION: 0.34 acre Meeks Subdivision Block 12 Lots 12-13

TOTAL NUMBER OF LOTS, PARKS OR SPACES: 2 mobile homes

NAME OF NEAREST PUBLIC ROAD(S): North Warren Ave. and West 22nd Street

CHECK ALL THAT APPLY:

WATER WELL
 NATURAL GAS

OTHER _____
 OTHER _____

OWNER/APPLICANT: Valentin Favela

ENGINEER: Michael P. Stroope, P.E.

Address: 7140 W 22nd Street Odessa TX 79763

Address: 7033 101st Street Lubbock TX 79424

Telephone: _____

Telephone: 806-786-4940

Email: _____

Email: michaelstroope@yahoo.com

SURVEYOR: Garrett M. Bradshaw, Bradshaw and Associates, Inc.

Address: 4400 N Big Spring Suite A8 Midland TX 79705

Telephone: 432-682-4400

Email: _____

1. Regarding a proposed MHRC, the following documents are required to be submitted to Ector County ("County") for review at the time of the MHRC Application ("Application"): all documents required for MHRC by the active Subdivision and Manufactured Home Rental Community Regulations for Ector County, Texas ("Regulations"), the contents of which are incorporated by reference, said documents being described in the attached **Documents List for MHRC Application**. Please attach all required documents to this Application and add additional sheets, if necessary.
2. You must timely submit this Application and all required documentation to the following public office as described in the regulations: Director of Planning and Development Department for Ector County, 1010 E. 8th Street Suite #114, Odessa, Texas, 79761.

3. Will the Developer seek a variance from the Commissioner's Court?

Yes No. If Yes, identify and describe all issues to support the variance requested pursuant to the Regulations and attach all supporting documents to this Application, including an estimate of the cost of items requested, if any.

4. Will any land, improvements, roads, streets, utility or transportation infrastructure, or facilities be dedicated to public use?

Yes No. If Yes, identify them and attach all reports, plans, drawings, and specifications related to those dedicated improvements, infrastructure, or facilities. Proof of ownership of any off-site dedications or easements associated with the plat are required.

5. Will the MHRC require a permit or other approval by another government or private entity?

Yes No. If Yes, identify all such entities and attach copies of any active permits obtained from those entities for the proposed development:

Midland County Health Department OSSF

6. Is the proposed development located in an area of special flood hazard or floodway described by federal or state data sources, including a FEMA floodplain map?

Yes No. If Yes, identify all areas of special flood hazard or floodways in which all or part of the proposed development is located and provide elevation certificate:

7. Will the MHRC be served by private water (including groundwater or surface water) facilities or wastewater (including septic or OSSF) facilities?

Yes No. If Yes, identify them and attach all reports, plans, drawings, and specifications related to those improvements, infrastructure, or facilities:

On-Site Septic System

8. Will the MHRC be served by a public water or sewer system?

Yes No. If Yes, identify the public service suppliers and attach all reports, plans, drawings, and specifications related to those improvements, infrastructure, or facilities.

ECUD water

9. Have you paid all permit fees required by the County or other government of private entity for the proposed development?

Yes No. If No, please explain why you have not done so:

10. Does a delinquent tax liability or tax lien exist on the real property being subdivided?

Yes No. If Yes, please identify those matters and attach documents from the appropriate governmental taxing entity describing the tax delinquency or lien:

If NO, attach a Tax Certificate from the appropriate governmental taxing entities showing that no tax delinquency exists on the real property made the subject of the proposed development.

11. Please note the following:

(a) Pursuant to the definition of a "Manufactured Home" in § 2.1(C)(21) of the Regulations, please identify with specificity the number, type, and construction characteristics of the manufactured homes to be placed in the proposed MHRC development site:

(b) Pursuant to the definition of a "Manufactured Home Rental Community" in § 2.1 (C)(22) of the Regulations, please identify:

i. the contract terms of the lease or rental agreements proposed for the MHRC development site, and attach a blank copy of such an agreement, if available:

ii. whether a rental or lease agreement with a contract term of more than 60-months, or a purchase option contract of any length, will be used to support an occupancy agreement for a lot, space, or divided part in the MHRC development site:

; and

- iii. whether fee simple or other title to a lot, space, or other divided part in the MHRC development site will be sold, granted, or conveyed by deed, contract for deed, or other executory contract to a willing buyer, donee, or other grantee:

I, THE OWNER/APPLICANT NAMED BELOW, CERTIFY THE FOLLOWING:

I have read the active Subdivision and Planning and Development Regulations for Ector County, Texas. All documents required by the regulations have been prepared by me or on my behalf and are attached to this application, including full payment to the County, by cashier's check or money order, for all required fees.

Valentin Favela

Owner/Applicant Signature

Printed Name: Valentin Favela

Title: Owen

Date: 2-5-24

Receipt by County

Received By: _____

Printed Name: _____

Title: _____

Ector County, Texas

Date: _____

DOCUMENT LIST FOR MHRC APPLICATION

The following documents shall be submitted with the MHRC Application Form, as required by the Regulations:

- (a) a complete and executed MHRC Application in compliance with the Regulations, with all required documents and payment of fees;
- (b) a proposed infrastructure development plan ("Plan") as described by the Regulations, which is fully executed, certified, and acknowledged by the proper parties (including the Developer and its engineer and surveyor) designated in the Regulations – but excluding from compliance at MHRC Application submission the following matters (i) the signatures, acknowledgements, and/or certifications of the County's representatives, and (ii) the filing or recordation of the Plan;

8. Will the MHRC be served by a public water or sewer system?

Yes No. If Yes, identify the public service suppliers and attach all reports, plans, drawings, and specifications related to those improvements, infrastructure, or facilities.

ECUD water

9. Have you paid all permit fees required by the County or other government of private entity for the proposed development?

Yes No. If No, please explain why you have not done so:

10. Does a delinquent tax liability or tax lien exist on the real property being subdivided?

Yes No. If Yes, please identify those matters and attach documents from the appropriate governmental taxing entity describing the tax delinquency or lien:

If NO, attach a Tax Certificate from the appropriate governmental taxing entities showing that no tax delinquency exists on the real property made the subject of the proposed development.

11. Please note the following:

(a) Pursuant to the definition of a "Manufactured Home" in § 2.1(C)(21) of the Regulations, please identify with specificity the number, type, and construction characteristics of the manufactured homes to be placed in the proposed MHRC development site:

(b) Pursuant to the definition of a "Manufactured Home Rental Community" in § 2.1 (C)(22) of the Regulations, please identify:

i. the contract terms of the lease or rental agreements proposed for the MHRC development site, and attach a blank copy of such an agreement, if available:

ii. whether a rental or lease agreement with a contract term of more than 60-months, or a purchase option contract of any length, will be used to support an occupancy agreement for a lot, space, or divided part in the MHRC development site: _____

_____ ; and

- (c) a proposed Plan and all supporting documents describing and demonstrating compliance with the drainage, water, and wastewater requirements of the Regulations, including without limitation providing accurate descriptions and specifications regarding: (i) adequate drainage for the MHRC, including all streets or roads therein, in accordance with standard engineering practices; (ii) necessary drainage culverts and other drainage facilities for the MHRC; (iii) areas of the MHRC located in the floodplain; (iv) the provision of an adequate public or community water supply to the MHRC; in accordance with minimum state standards and the Regulations; (v) the location of all facilities and supply lines for said water supply in accordance with the Subchapter C, Chapter 341 of the Texas Health and Safety Code; (vi) compliance with the active regulations of Water District, if any, with territorial jurisdiction regarding all or part of the proposed MHRC development site if groundwater is the source of water for the MHRC; (vii) the provision of access of the MHRC to sanitary sewer or septic facilities and lines, in accordance with minimum state standards – and including (1) providing and identifying the location of all sanitary sewer facilities and lines and (2) providing and identifying adequate OSSF sewage facilities and line in accordance with Chapter 366 of the Texas Health and Safety Code; and (viii) compliance with the road, driveway, and road access requirements of the Regulations.
- (d) a proposed Plan and all supporting documents describing and demonstrating compliance with all land survey requirements of the Regulations, including: (i) an accurate description of the proposed MHRC boundaries, and any significant features located therein; (ii) the proposed location of all spaces, lots, or other parts of the MHRC; (iii) the proposed or existing utility, road, and drainage easements; and (iv) the dedications of easements and right-of-ways, if any;
- (e) a proposed Plan and all supporting documents describing and demonstrating compliance with the road requirements of the Regulations, including without limitation providing accurate descriptions and specifications regarding all roads to be located in the MHRC, with said roads to be constructed in compliance with the road and street standards and requirements described in these regulations for subdivisions;
- (f) a proposed Plan and all supporting documents describing and demonstrating compliance with all applicable requirements of: (i) the Regulations; (ii) state and federal law; (iii) the County's active floodplain management, sewer, drainage, septic, or OSSF regulations;
- (g) a proposed Plan and all supporting documents describing and demonstrating the Developer's knowledge of, and expressed intent to comply with the specific restrictions described in the Regulations regarding the prohibited: (i) construction and/or occupancy of the MHRC prior to issuance by the County of the MHRC compliance certificate; and (ii) provision of utility services to the MHRC subject to an infrastructure development plan, or to a manufactured home in the MHRC, unless the owner provides the utility with a copy of the MHRC compliance certificate issued by the County;
- (h) a tax certificate or other sufficient documentation from the appropriate governmental taxing entities showing that no tax delinquency exists on the real property made the subject of the proposed MHRC development;
- (i) documents showing payment of all required fees; and
- (j) documents supporting your answers to Items (1) through (11) above.



432-498-4241

PLANNING & DEVELOPMENT DEPARTMENT

1010 E. 8TH ST. STE 114

MHRC Review

Subject: 7140 W 22ND FAVELA VALENTIN
REDLINE SENT BACK TO ENGINEER FOR CORRECTIONS ON 3-13-24
WAITING ON ENGINEER 3/15/24

Public Works: _____

LCA: APPROVED

911Addressing: _____

Oncor: _____

Health Department: _____

- (c) a proposed Plan and all supporting documents describing and demonstrating compliance with the drainage, water, and wastewater requirements of the Regulations, including without limitation providing accurate descriptions and specifications regarding: (i) adequate drainage for the MHRC, including all streets or roads therein, in accordance with standard engineering practices; (ii) necessary drainage culverts and other drainage facilities for the MHRC; (iii) areas of the MHRC located in the floodplain; (iv) the provision of an adequate public or community water supply to the MHRC; in accordance with minimum state standards and the Regulations; (v) the location of all facilities and supply lines for said water supply in accordance with the Subchapter C, Chapter 341 of the Texas Health and Safety Code; (vi) compliance with the active regulations of Water District, if any, with territorial jurisdiction regarding all or part of the proposed MHRC development site if groundwater is the source of water for the MHRC; (vii) the provision of access of the MHRC to sanitary sewer or septic facilities and lines, in accordance with minimum state standards – and including (1) providing and identifying the location of all sanitary sewer facilities and lines and (2) providing and identifying adequate OSSF sewage facilities and line in accordance with Chapter 366 of the Texas Health and Safety Code; and (viii) compliance with the road, driveway, and road access requirements of the Regulations.
- (d) a proposed Plan and all supporting documents describing and demonstrating compliance with all land survey requirements of the Regulations, including: (i) an accurate description of the proposed MHRC boundaries, and any significant features located therein; (ii) the proposed location of all spaces, lots, or other parts of the MHRC; (iii) the proposed or existing utility, road, and drainage easements; and (iv) the dedications of easements and right-of-ways, if any;
- (e) a proposed Plan and all supporting documents describing and demonstrating compliance with the road requirements of the Regulations, including without limitation providing accurate descriptions and specifications regarding all roads to be located in the MHRC, with said roads to be constructed in compliance with the road and street standards and requirements described in these regulations for subdivisions;
- (f) a proposed Plan and all supporting documents describing and demonstrating compliance with all applicable requirements of: (i) the Regulations; (ii) state and federal law; (iii) the County's active floodplain management, sewer, drainage, septic, or OSSF regulations;
- (g) a proposed Plan and all supporting documents describing and demonstrating the Developer's knowledge of, and expressed intent to comply with the specific restrictions described in the Regulations regarding the prohibited: (i) construction and/or occupancy of the MHRC prior to issuance by the County of the MHRC compliance certificate; and (ii) provision of utility services to the MHRC subject to an infrastructure development plan, or to a manufactured home in the MHRC, unless the owner provides the utility with a copy of the MHRC compliance certificate issued by the County;
- (h) a tax certificate or other sufficient documentation from the appropriate governmental taxing entities showing that no tax delinquency exists on the real property made the subject of the proposed MHRC development;
- (i) documents showing payment of all required fees; and
- (j) documents supporting your answers to Items (1) through (11) above.

PROPOSED

ECTOR COUNTY

MHRC DEVELOPMENT
TO SERVE
9876 W. UNIVERSITY BLVD

1.61 ACRE LOCATED IN
WESTRIDGE SUB BLK 13 LOT 30
ECTOR COUNTY TEXAS

EDGAR BUSTILLOS

Edgar Bustillos

SIGNATURE

07-20-2024

DATE

SHEET INDEX

- 1. COVER SHEET
- 2. PLAT
- 3. SURVEY
- 4. FLOOD PLAIN
- 5. CONTOUR MAP
- 6. SITE MAP
- 7. SITE GRADING
- 8. PROPOSED OSSF
- 9. DRAIN FIELD
- 10. AREA MAP
- 11. TAX CERTIFICATE

PREPARED BY

RAUL HERNANDEZ, P.E.

P.E. 71179 F-16459

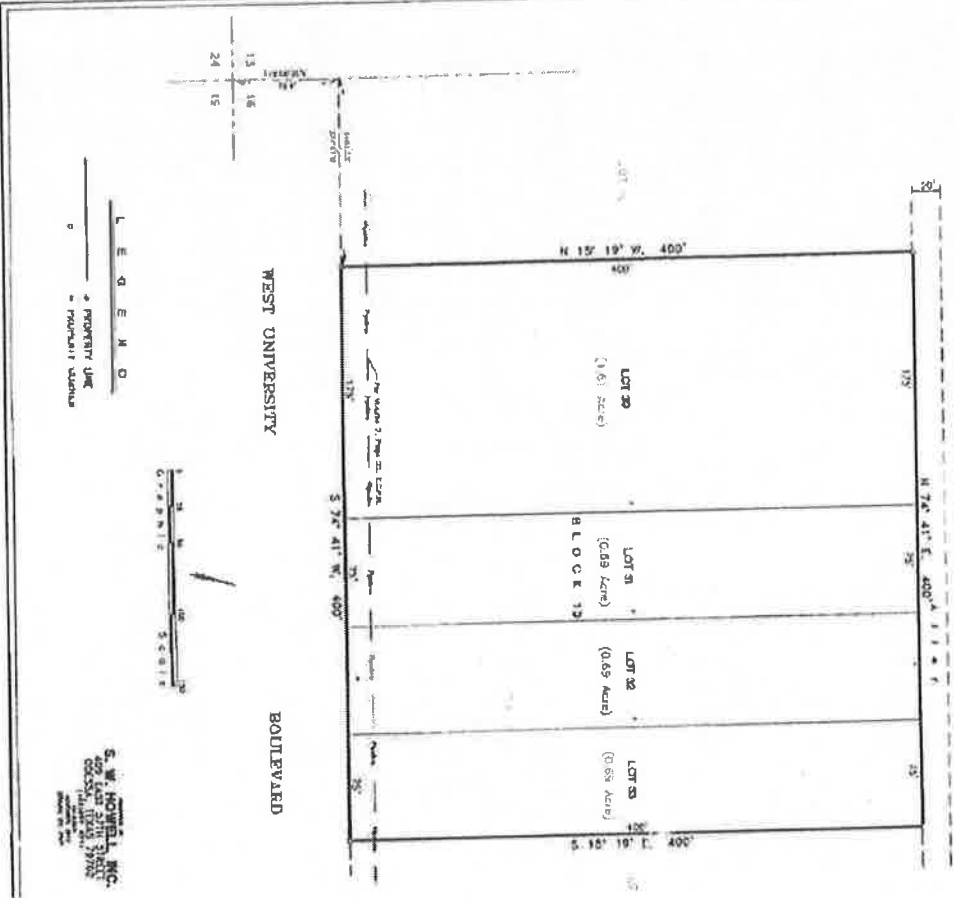
MARCH 2024



Raul Hernandez P.E.
March 21, 2024

Ector County MHRC Development Edgar Bustillos 9876 W. University Blvd Odessa, Texas 79763	9876 W. University Blvd Westridge Sub Blk 13 Lot 30	Raul Hernandez PE, 71179 RANDR Engineering, F-16459 10313 Allway Drive El Paso, Texas 1 of 11
--	--	--

REPLAT OF LOTS 15 THRU 18, BLOCK 13,
WESTRIDGE SUBDIVISION
 ECTOR COUNTY, TEXAS



LEEDS
 PROPERTY USE
 PLANNING VALUE



S. W. HOWELL, INC.
 402 EAST 21ST STREET
 ODessa, TEXAS 79701
 PHONE 361-1111

STATE OF TEXAS
 COUNTY OF ECTOR
 KNOW ALL MEN BY THESE PRESENTS
 THAT I, THE UNDERSIGNED, BEING THE RECORD OWNER OF THE LAND SHOWN ON
 THIS PLAT AND DESIGNATED AS "REPLAT OF LOTS 15 THRU 18, BLOCK 13, WESTRIDGE
 SUBDIVISION", ECTOR COUNTY, TEXAS, DO HEREBY DECIDE TO THE USE OF THE
 PUBLIC FOR THE ALL EASEMENTS AND PUBLIC PLACES SHOWN THEREON FOR THE
 PURPOSE AND CONSIDERATION HEREON EXPRESSED.

Raul Hernandez
 RAUL S. GARCIA

STATE OF TEXAS
 COUNTY OF ECTOR
 THESE INSTRUMENTS WAS ACKNOWLEDGED BEFORE ME ON 01-31-2014
 BY ADAMS S. GARCIA
 DATE 1/31/2014
 MY COMMISSION EXPIRES
Rachael P. Robinson
 RACHAEL P. ROBINSON
 NOTARY PUBLIC, STATE OF TEXAS
 PERMITTED BOUND OF INSTANT

STATE OF TEXAS
 COUNTY OF ECTOR
 I KNOW ALL MEN, BY THESE PRESENTS THAT I, SAID NOTARY, A
 RESIDENCED PROFESSIONAL AGENT OF THE STATE OF TEXAS, DO
 HEREBY CERTIFY THAT I PERSONALLY VIEWED THIS PLAT FROM AN ACCURATE
 SURVEY OF THE LAND AND THAT THE CORNER MONUMENTS SHOWN HEREON
 WERE PROPERLY PLACED BY THE SURVEYOR.
 DATE 02-20-2014
Sam Howell
 Sam Howell, Sr. 9015 W. Hill Street
 Odessa, Texas 79701
 REGISTERED PROFESSIONAL LAND SURVEYOR



CERTIFICATE OF DIRECTOR OF PUBLIC WORKS - CITY OF ODessa
 WHEREAS, CERTAIN PLATS SUBMITTED BY THE "ODessa SURVEYING
 AND ENGINEERING COMPANY, INC." AND THE "S.W. HOWELL, INC." AND
 SIGNED AND CONFORMING TO THE ORDINANCES OF THE CITY OF ODessa,
 TEXAS, AND THE ORDINANCES OF ECTOR COUNTY, TEXAS, AND THE CITY OF ODessa,
 TEXAS, HAVE BEEN COMPLETED WITH THE CITY ENGINEER,
 FOR FINAL PLAT APPROVAL, HAVE BEEN COMPLETED WITH THE SUBMISSION,
 DATE February 21, 2014
M. Eddie L. Howell
 DIRECTOR OF PUBLIC WORKS

APPROVED THIS 19TH DAY OF DECEMBER, 2013, BY THE PLANNING
 COMMISSION OF THE CITY OF ODessa, TEXAS
Raymond B. Buehl
 DIRECTOR OF PLANNING

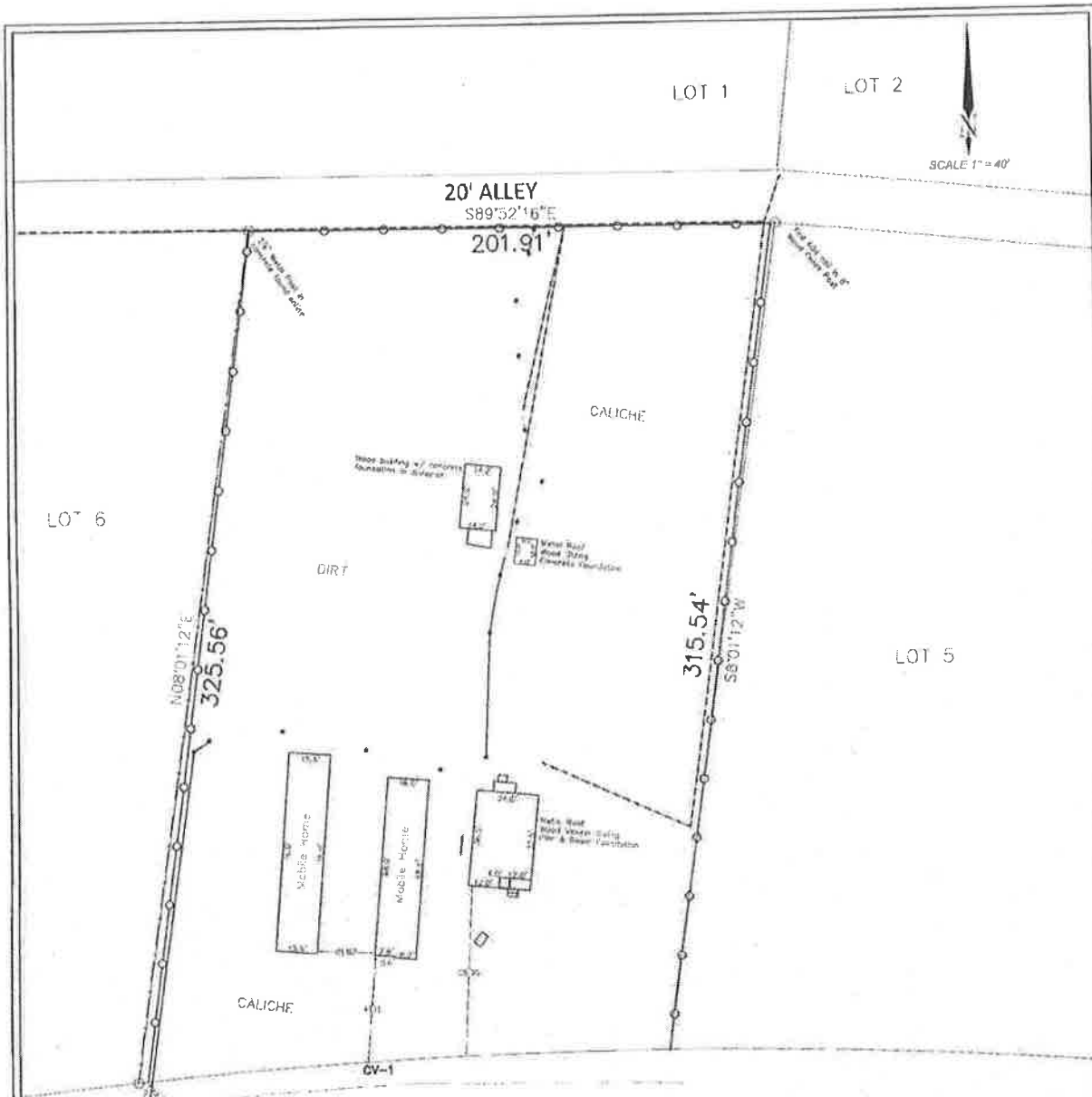
THIS PLAT IS HEREBY RECEIVED AS THE INSTRUMENTAL AGREEMENT WITH THE
 CITY OF ODessa FOR ASSUMPTION OF RESPONSIBILITY BY THE CITY OF ODessa,
 ECTOR COUNTY, TEXAS, FOR THE MAINTENANCE OF THE PUBLIC UTILITIES
 AND THE CITY ENGINEER, ECTOR COUNTY, TEXAS.
Raul Hernandez
 ECTOR COUNTY PUBLIC WORKS
 FILED FOR RECORD THIS 27TH DAY OF FEBRUARY, 2014, 2:50 P.M.
 RECORDED THIS 27TH DAY OF FEBRUARY, 2014, 2:50 P.M. IN
 COUNTY 13, PARCEL 214, ECTOR COUNTY PLAT RECORDS.
Raul Hernandez
 COUNTY CLERK OF ECTOR COUNTY, TEXAS

PLAT
 No Scale

Ector County MHRC Development
 Edgar Bustillos
 9876 W. University Blvd
 Odessa, Texas 79763

9876 W. University Blvd
 Westridge Sub Blk 13 Lot 30

Raul Hernandez PE, 71179
 RANDR Engineering, F-16459
 10313 Allway Drive
 El Paso, Texas 2 of 11



I, SAM HOWELL II A REGISTERED PROFESSIONAL LAND SURVEYOR FOR THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THE PLAT HEREON OF THE LOT 6, BLOCK 6, WESTLAND SUBDIVISION, PLAT OF WHICH IS RECORDED IN VOLUME 7, PAGE 36, ECTOR COUNTY PLAT RECORDS, ECTOR COUNTY, TEXAS, WAS PREPARED UNDER MY SUPERVISION ON FEBRUARY 27, 2024

S W HOWELL INC.

Sam Howell II
3-22-2024



SAM HOWELL II
REGISTERED PROFESSIONAL LAND SURVEYOR # 4631



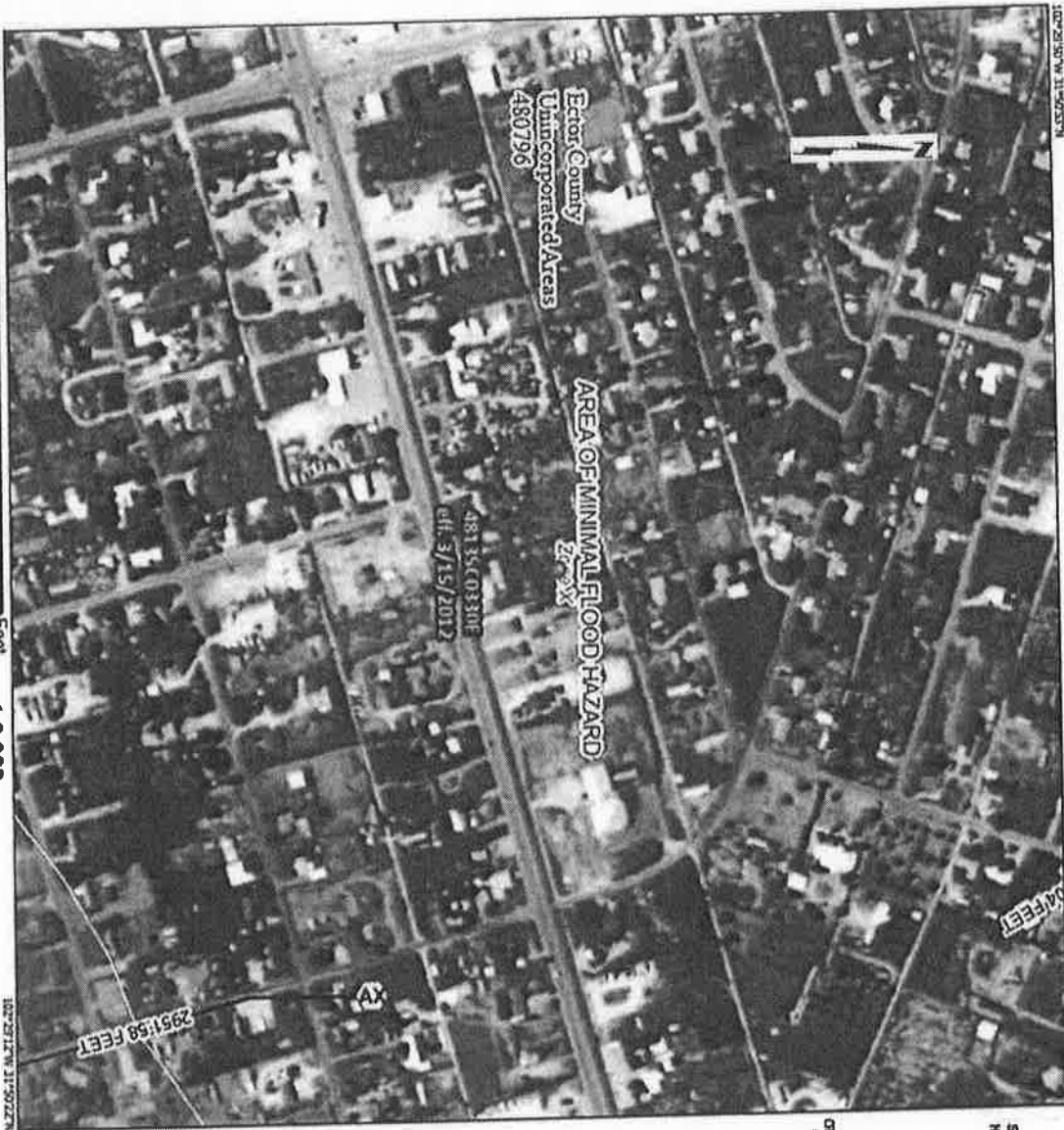
Date:	MARCH 22, 2024
Rev Date:	
Job Number:	24-37077
Ref Number:	N/A
Drawn by:	KNM

LOT 6, BLOCK 6,
WESTLAND SUBDIVISION,
IMPROVEMENT SURVEY
FOR MHRC
ECTOR COUNTY, TEXAS

Address: 10620 W PALOMINO DR. ODESSA, TX 79763

S.W. HOWELL, INC.
409 East 57th Street, Odessa, Texas, 79762
Phone: (432) 357-5711
sw@swhowell.com
TEXAS SURVEYING FIRM #FF-100147-GO
TEXAS ENGINEERING FIRM #FF-173
Surveying, Engineering and Land Planning
© 2024 All Rights Reserved

National Flood Hazard Layer FIRMette



Legend

SEE THE REPORT FOR DETAILED LEGEND AND EXPLANATION FOR THESE MAP PANELS.

SPECIAL FLOOD HAZARD AREAS
 Without Same Flood Elevation (SFE) Zone A, C, or X
 With SFE on Depth Zone A, C, or X
 Regulatory Floodway

0.2% Annual Chance Flood Hazard Areas of 1% annual chance flood with average depth less than one foot or with drainage extent of less than one square mile Zone 2
 Flood Contouring 1% Annual Chance Flood Hazard Zone 1
 Area with Flooded Flood Risk due to Same: Same Notes, Zone 2
 Area with Flood Risk due to Same: Same Notes, Zone 2

OTHER AREAS OF FLOOD HAZARD
 Areas of Minimal Flood Hazard Zone 1
 Effective LOAHs
 Areas of Undetermined Flood Hazard Zone 0
 Channel, Culvert, or Storm Sewer Lanes, Dike, or Floodwall

OTHER AREAS GENERAL STRUCTURES
 Cross Sections with 1% Annual Chance Water Surface Elevation
 Coastal Threshold
 Base Flood Elevation Line (BFE)
 Lines of Study
 Jurisdiction Boundary
 Coastal Threshold Elevation
 Profile Boundary
 Hydrographic Features

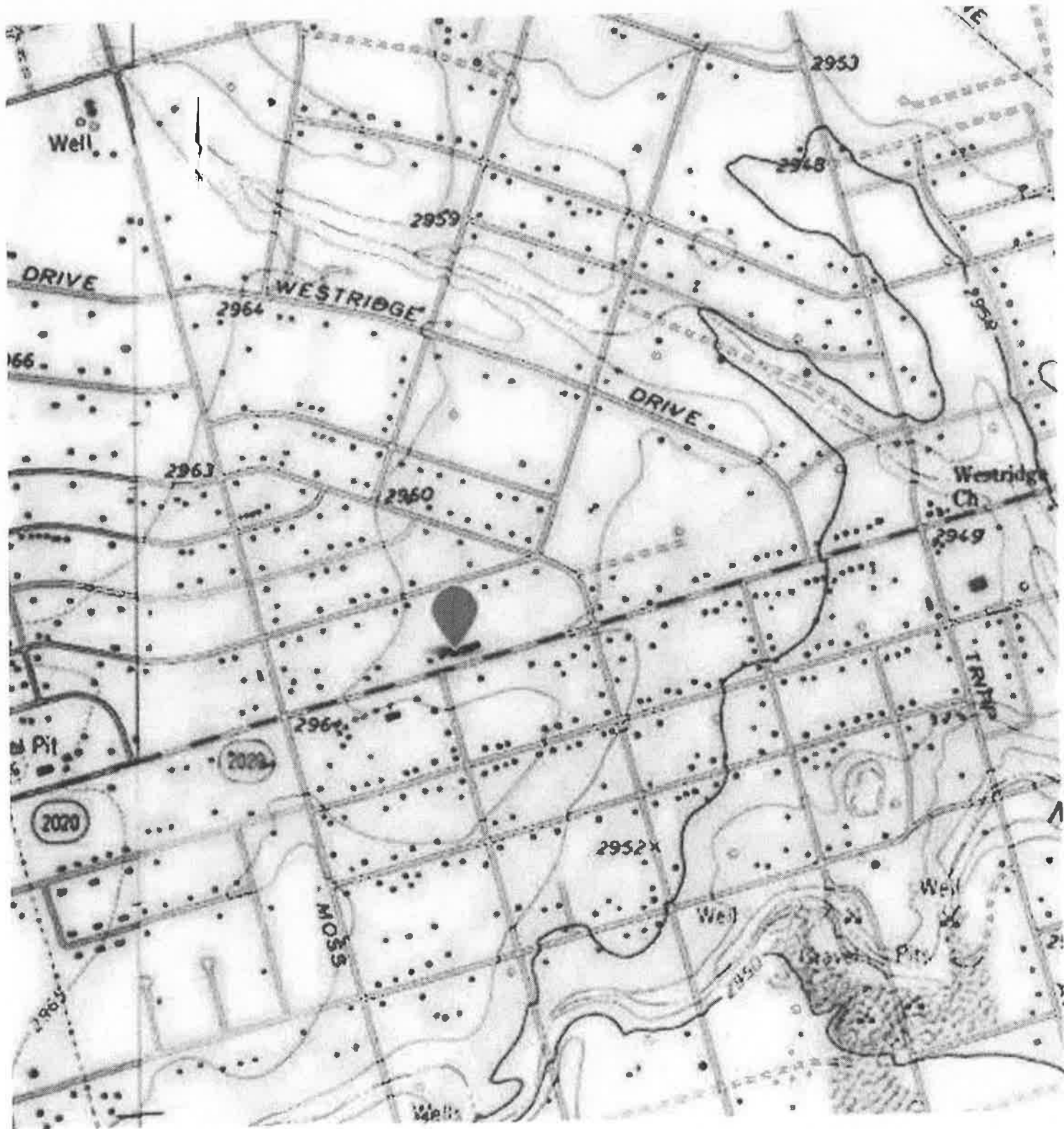
MAP PANELS
 Digital Data Available
 No Digital Data Available
 Unmapped

The pin displayed on this map is an approximate point selected by the user and does not represent an authoritative property location.

This map complies with FEMA's standards for the use of digital flood maps. If it is not, it is not to be used. The disclaimer shown complies with FEMA's bestmap accuracy standards.
 The flood hazard information is derived directly from the authoritative NFHL web services provided by FEMA. This map was exported on 2/22/2024 at 2:13 PM and does not reflect changes or amendments subsequent to this date and time. The NFHL and effective information may change or become superseded by new data over time.
 This map image is sold if the one or more of the following map elements do not appear: base map imagery, flood zones labels, legend, scale bar, map creation date, coordinate identifiers, panel panel number, and FEMA effective date. Map images for unmap and unmapped areas cannot be used for regulatory purposes.

FLOOD PLAIN No Scale

<p>Ector County MHRC Development Edgar Bustillos 9876 W. University Blvd Odessa, Texas 79763</p>	<p>9876 W. University Blvd Westridge Sub Blk 13 Lot 30</p>	<p>Raul Hernandez PE, 71179 RANDR Engineering, F-16459 10313 Allway Drive El Paso, Texas 4 of 11</p>
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CONTOUR MAP No Scale

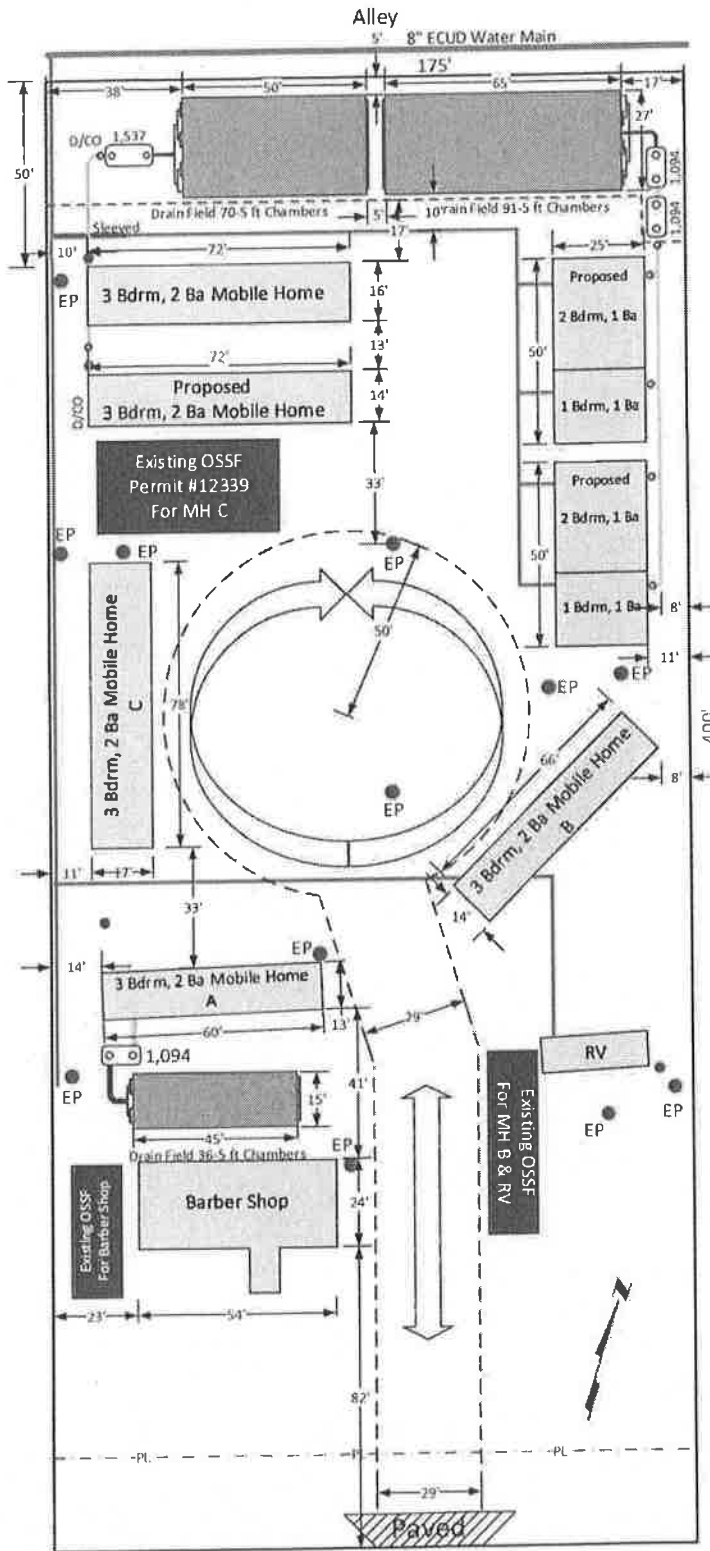
Ector County MHRC Development
Edgar Bustillos
9876 W. University Blvd
Odessa, Texas 79763

9876 W. University Blvd
Westridge Sub Blk 13 Lot 30

Raul Hernandez PE, 71179
RANDR Engineering, F-16459
10313 Allway Drive
El Paso, Texas 5 of 11

Notes:

1. Access Drives and existing and proposed roadways shall meet or exceed the Ector County design and construction requirements for subdivisions, Exhibition B: Road Standards shall comply with TXDot Standards for driveways adjacent to State Highways. This Plan is not intended for driveway permitting purposes.
2. MHRC structures and OSSF are not located in floodplain. Improvements to the tract shall provide adequate drainage for the MHRC. The drainage requirements shall be in compliance with subdivision regulations for Ector County.
3. This Plan complies the Ector County's active sewer; drainage; septic or OSSF regulations; the Ector County's floodplain management regulations and the Texas State and Federal law; and all applicable requirements.
4. This property has access to ECUD water, following all TCEQ rules and regulations; Shall be no closer than 10 feet from any Absorption System, 10 feet from any tank, and 10 feet from any sewer pipe.

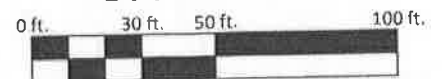


Legend	
Sewer Line	4 in. Sch 40 PVC
Treated Water Line	4 in. SDR 35 PVC
Water Line	—————
No Drive Barrier Wall	— · — · —
Proposed OSSF	



Raul Hernandez P.E.
 March 20, 2024

SITE MAP

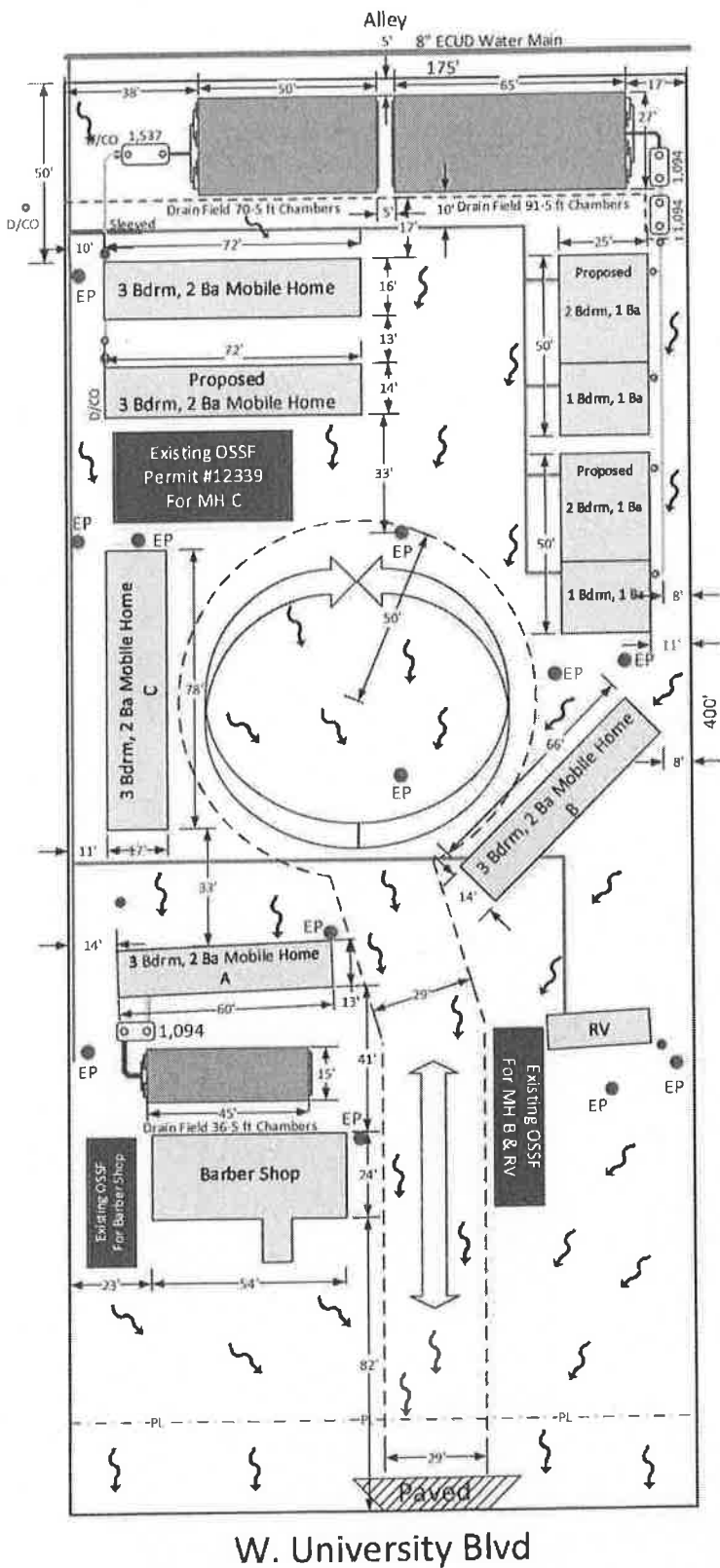


W. University Blvd

Ector County MHRC Development Edgar Bustillos 9876 W. University Blvd Odessa, Texas 79763	9876 W. University Blvd Westridge Sub Blk 13 Lot 30	Raul Hernandez PE, 71179 RANDR Engineering, F-16459 10313 Allway Drive El Paso, Texas 6 of 11
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Notes:

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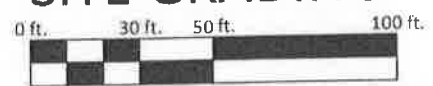


Legend	
Sewer Line	4 in. Sch 40 PVC
Treated Water Line	4 in. SDR 35 PVC
Water Line	—
No Drive Barrier Wall	- . - . - .
Drainage Flow	~>
Proposed OSSF	■



Raul Hernandez P.E.
March 21, 2024

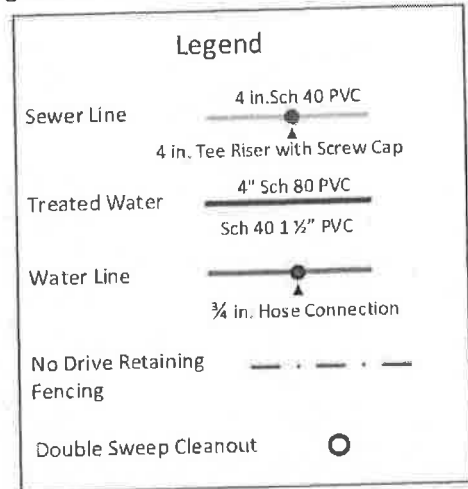
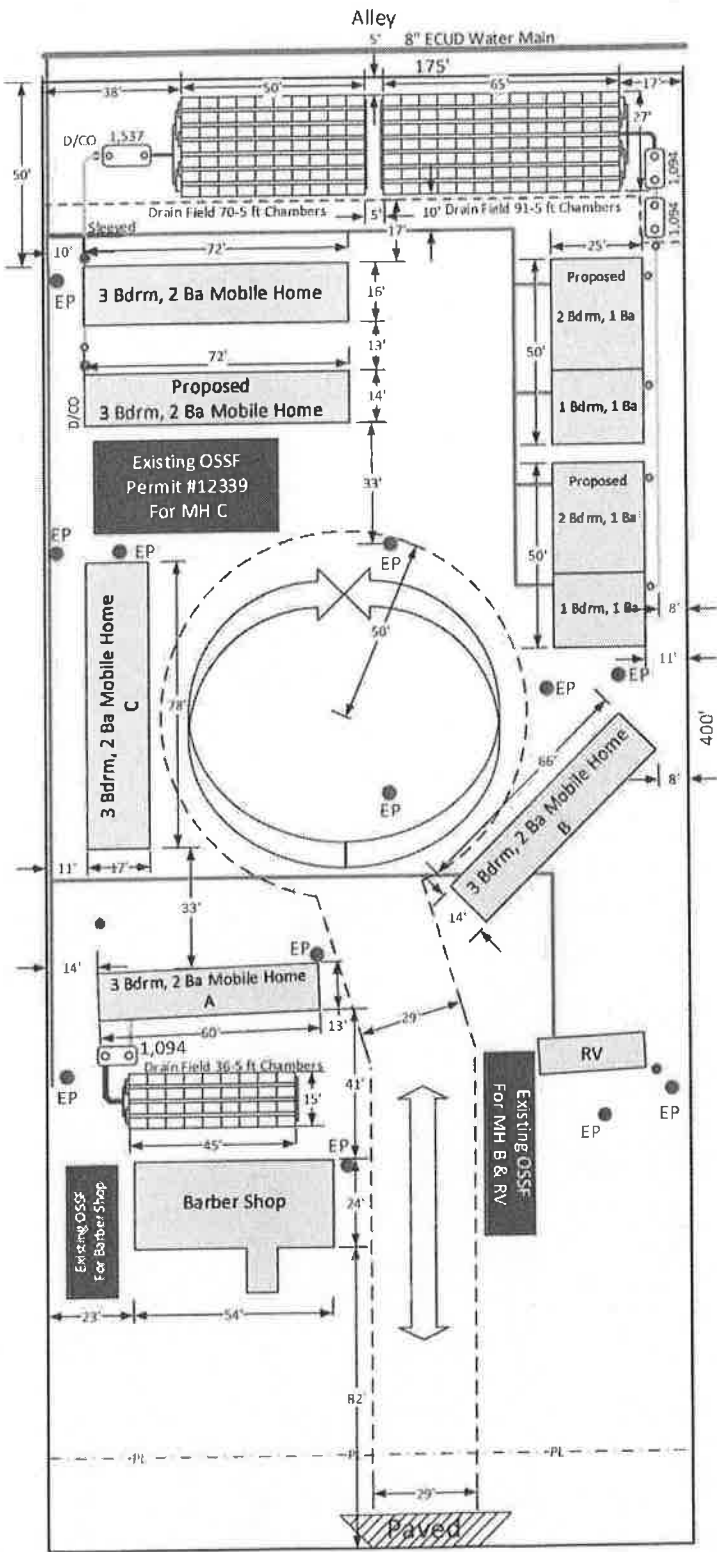
SITE GRADING



<p>Ector County MHRC Development Edgar Bustillos 9876 W. University Blvd Odessa, Texas 79763</p>	<p>9876 W. University Blvd Westridge Sub Blk 13 Lot 30</p>	<p>Raul Hernandez PE, 71179 RANDR Engineering, F-16459 10313 Allway Drive El Paso, Texas 7 of 11</p>
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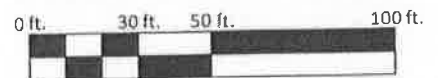
Design Notes

1. The 3 proposed OSSF systems shall be capable of treating waste water from 2, 3-Bdrm MHs, 1, 3-Bdrm MH and 2 duplexes, without water saving devices.
2. Total Wastewater Usage Rate (Q) = (3X300) + (2X375) = 1,650 gal. per day max., W/O Water Saving Devices.
3. Required leaching area = Q/.25 = 6,600 sq ft..
4. Provided leaching area = 3,780 sq ft., with reduction.
5. Minimum septic tank volume = 2,988 gallons, installing 4 septic tanks totaling 4,819 gallons .
6. This system is designed to treat domestic waste water only.
7. This property has access to ECUD water.
8. Refer to Septic Tank specifications and calculations.
9. Installation of water services shall comply with all applicable TCEQ regulations.
10. Landowner has provided No Drive Barriers around System to avoid damage from vehicular traffic.
11. All Panels are screwed together end to end.
12. Ingress and egress to the RV park are indigated.



Raul Hernandez P.E.
 March 21, 2024

PROPOSED OSSF

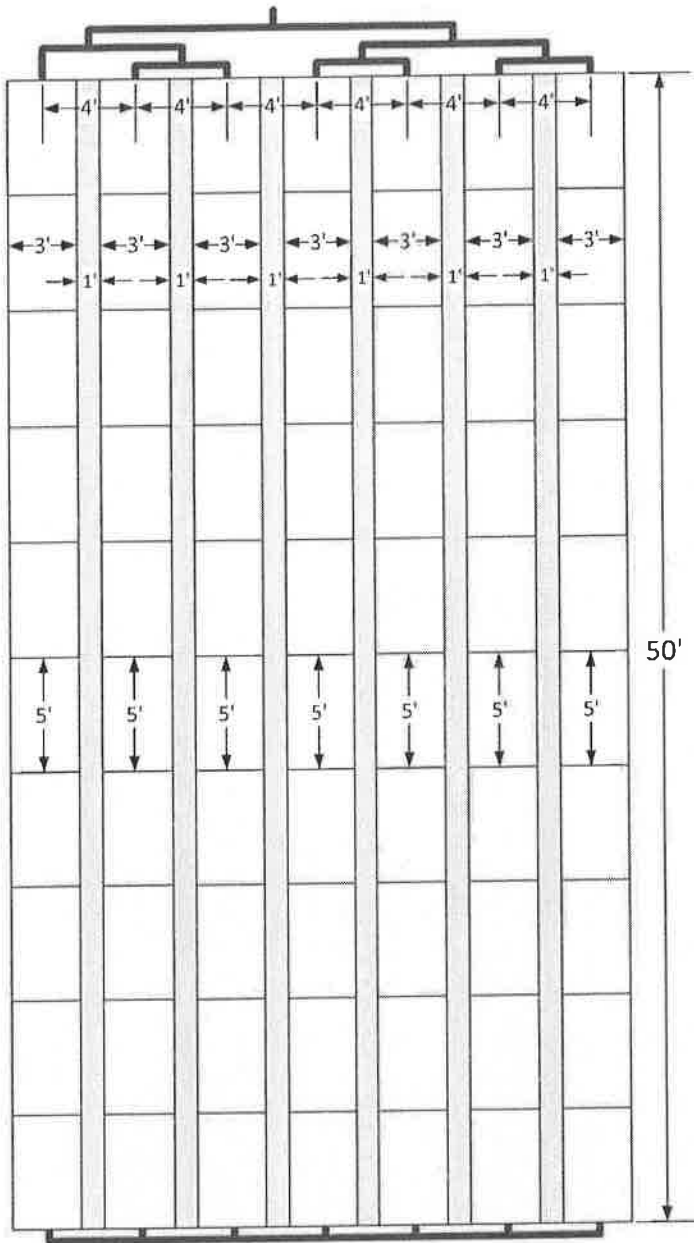


Ector County MHRC Development
 Edgar Bustillos
 9876 W. University Blvd
 Odessa, Texas 79763

9876 W. University Blvd
 Westridge Sub Blk 13 Lot 30

Raul Hernandez PE, 71179
 RANDR Engineering, F-16459
 10313 Allway Drive
 El Paso, Texas 8 of 11

2, 3 Bedroom- 2 Bath Mobile Homes
W/O Water Saving Devices



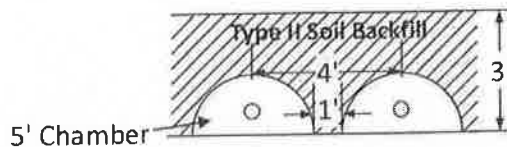
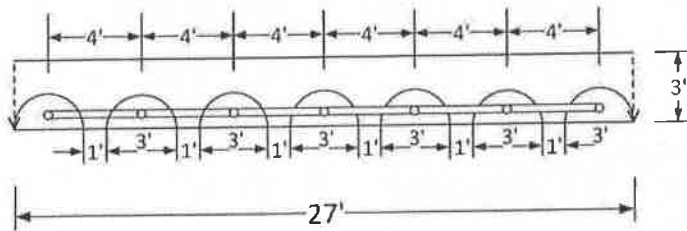
$Q = (2 \times 300) = 600 \text{ gpd}$
 $Ra = .25$
 4 ft center to center
 7 rows
 $W = 27 \text{ ft}$
 $A = 600 / .25 = 2,400 \text{ sq ft}$
 $L = .6A - 2W / W + 2$
 $L = .6(2,400) - 2(27) / (27) + 2$
 $L = 47.79 \text{ ft}$

Panels/Row
 $47.79 / 5 = 9.56$
 = 10 Panels

Using 7 rows, 10 panels/row
 = 70 panels total

$Q = 600$, Min Tank Vol = $2.5(Q)$
 = 1,500 gallons

In a looped system
 In a bed, 27 ft wide
 50 ft long
 3 ft deep



Septic Bedding Details

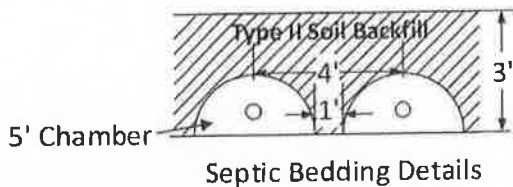
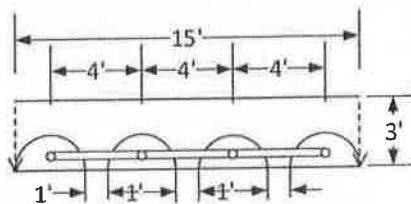
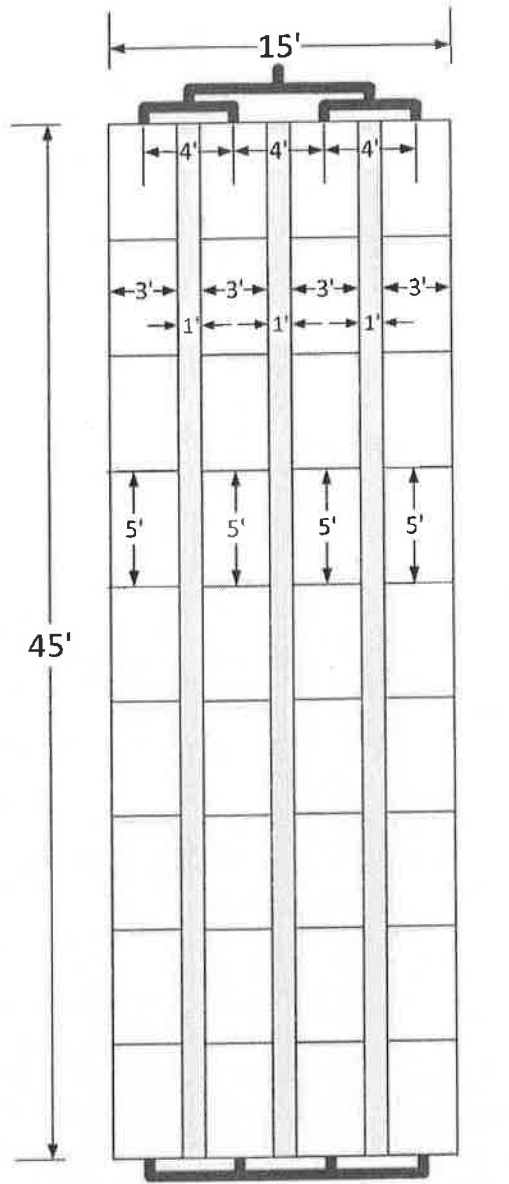


Raul Hernandez P.E.
 March 21, 2024

DRAIN FIELD B

Ector County MHRC Development Edgar Bustillos 9876 W. University Blvd Odessa, Texas 79763	9876 W. University Blvd Westridge Sub Blk 13 Lot 30	Raul Hernandez PE, 71179 RANDR Engineering, F-16459 10313 Allway Drive El Paso, Texas 9b of 11
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3 Bedroom- 2 Bath Mobile Home
W/O Water Saving Devices



Q = 300 gpd
 Ra = .25
 4 ft center to center
 4 rows
 W = 15 ft
 $A = 300 / .25 = 1,200$
 $L = .6A - 2W / W + 2$
 $L = .6(1,200) - 2(15) / (15) + 2$
 L = 40.588 ft

Panels/Row
 $40.588 / 5 = 8.12$
 = 9 Panels

Using 4 rows, 9 panels/row
 = 36 panels total

Q = 300, Min Tank Vol = 1,000 gallon

In a looped system
 In a bed, 15 ft wide
 45 ft long
 3 ft deep



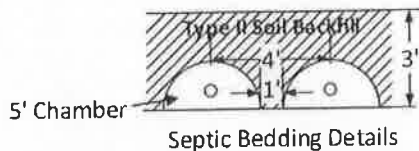
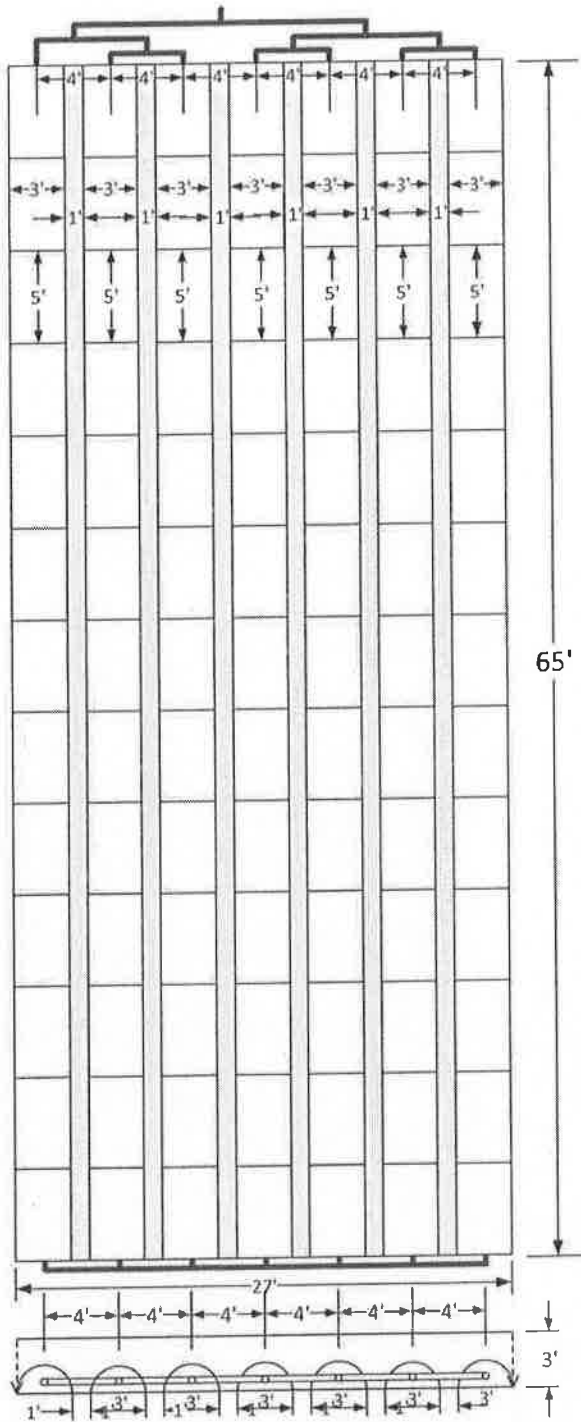
Raul Hernandez P.E.
 March 21, 2024

DRAIN FIELD A

Ector County MHRC Development
 Cesar Ramon
 14238 W. Ramon Street
 Odessa, Texas 79763

14238 W. Ramon Street
 Ramon Ranch Sub Blk 1 Lot 2

Raul Hernandez PE, 71179
 RANDR Engineering, F-16459
 10313 Allway Drive
 El Paso, Texas 9a of 11



2, 1 Bdrm and 2 Bdrm Duplexes
W/O Water Saving Devices

$$Q = 2 \times (125 + 250) = 750 \text{ gpd}$$

$R_a = .25$, Type II Soil

7 Rows

$$W = 27 \text{ ft}$$

4 feet center to center

$$A = 750 / .25 = 3,000 \text{ sq ft}$$

$$L = .6A - 2W / (W + 2)$$

$$L = .6(3,000) - 2(27) / (27 + 2)$$

$$L = 60.2 \text{ ft}$$

Number of Panels/Row

$$60.2 / 5 = 12.04$$

$$= 13 \text{ Panels/Row}$$

Using 7 rows of 13 panels each

$$(7 \times 13) = 91 \text{ Total Panels in a Bed}$$

$$Q = 750 \text{ gpd}$$

$$V = \text{Min Tank Vol} = 2.5(Q) = 2.5(750)$$

$$= 1,875 \text{ gals}$$

Installing two 1,094 gal baffled septic tanks
in series



Raul Hernandez P. E.
March 21, 2024

DRAIN FIELD C

Ector County MHRC Development
Edgar Bustillos
9876 W. University Blvd
Odessa, Texas 79763

9876 W. University Blvd
Westridge Sub Blk 13 Lot 30

Raul Hernandez PE, 71179
RANDR Engineering, F-16459
10313 Allway Drive
El Paso, Texas 9c of 11



AREA MAP
No Scale

Ector County MHRC Development
Edgar Bustillos
9876 W. University Blvd
Odessa, Texas 79763

9876 W. University Blvd
Westridge Sub Blk 13 Lot 30

Raul Hernandez PE, 71179
RANDR Engineering, F-16459
10313 Allway Drive
El Paso, Texas 10 of 11



ECTOR COUNTY APPRAISAL DISTRICT

Anita Campbell, RPA, RTA, Tax Assessor/Collector

1301 E. 8th Street
Odessa, TX 79761-4726
(432) 332-6834 phone
info@ectorcad.org - email
www.ectorcad.org - website

Jurisdiction Code	Jurisdiction Name
COU	ECTOR COUNTY
ECISD	ECTOR COUNTY I S D
ECUD	ECTOR COUNTY UTILITY DIST
HOS-	ECTOR CO HOSPITAL DIST
OC	ODESSA COLLEGE

TAX CERTIFICATE

Account No. 35500.01481.01000

Certificate No. 1976213-02

Property Owner
 BUSTILLOS EDGAR & SOTO JUANA
 4520 N ROBIN AVE
 ODESSA, TX 79764-9303

Property Description
 WESTRIDGE
 BLOCK 13
 LOT 30

Last Certified Property Value
 Land: 38,572
 Structures: 32,213
 Total: 70,785

Exemptions Granted:

Property Location 9876 W UNIVERSITY BLVD

Years Due	Jurisdiction Codes	Tax Amount Due	Penalty & Interest	Attorney Fee Due	Amount Due
2023		0.00	0.00	0.00	0.00
2022		0.00	0.00	0.00	0.00
2021		0.00	0.00	0.00	0.00
2020		0.00	0.00	0.00	0.00
2019		0.00	0.00	0.00	0.00
2018		0.00	0.00	0.00	0.00
2017		0.00	0.00	0.00	0.00
2016		0.00	0.00	0.00	0.00
2015		0.00	0.00	0.00	0.00
2014		0.00	0.00	0.00	0.00
Total Amount Due					0.00

If paid before: 03/01/2024


 SIGNATURE OF AUTHORIZED OFFICER OF COLLECTIONS



2/26/24
 DATE

Issued To: RAUL HERNANDEZ

ECADPROD

TAX CERTIFICATE

Ector County MHRC Development Edgar Bustillos 9876 W. University Blvd Odessa, Texas 79763	9876 W. University Blvd Westridge Sub Blk 13 Lot 30	Raul Hernandez PE, 71179 RANDR Engineering, F-16459 10313 Allway Drive El Paso, Texas 11 of 11
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APPENDIX/SAATS MANUAL: EXHIBIT B
ECTOR COUNTY, TEXAS – MANUFACTURED HOME RENTAL
COMMUNITY (MHRC) APPLICATION FORM

DATE: February 26, 2024 COMMISSIONER PRECINCT: P-1

PROPOSED MHRC: 5- Mobile Home Park

TRACT SIZE AND LOCATION: 1.61 Acre , Westridge, Blk 13, Lot 30
9876 W. University Blvd, Odessa, Texas 79763, Ector County

TOTAL NUMBER OF LOTS, PARKS OR SPACES: 5

NAME OF NEAREST PUBLIC ROAD(S): W. Palomino Drive

CHECK ALL THAT APPLY:

- WATER WELL
- NATURAL GAS

- OTHER _____
- OTHER ECUD _____

OWNER/APPLICANT: Edgar Bustillos

Address: 9876 W. Univers-ty , Odessa , TX 79763

Telephone: (806) 323-3365

Email: jusoto8120@gmail.com

ENGINEER: Raul Hernandez PE

Address: 10313 Allway Drive, El Paso, TX 79925

Telephone: (915) 204-3354

Email: randreng@gmail.com

SURVEYOR: S.W. Howell, Inc

Address: 409 E. 57th St., Odessa, TX 79762

Telephone: (432) 367-5711

Email: s.howell@swhowell.com



Raul Hernandez P.E.
February 26, 2024

- Regarding a proposed MHRC, the following documents are required to be submitted to Ector County ("County") for review at the time of the MHRC Application ("Application"): all documents required for MHRC by the active Subdivision and Manufactured Home Rental Community Regulations for Ector County, Texas ("Regulations"), the contents of which are incorporated by reference, said documents being described in the attached Documents List for MHRC Application. Please attach all required documents to this Application and add additional sheets, if necessary.
- You must timely submit this Application and all required documentation to the following public office as described in the regulations: Director of Planning and Development Department for Ector County, 1010 E. 8th Street Suite #114, Odessa, Texas, 79761.

3. Will the Developer seek a variance from the Commissioner's Court?
 Yes No. If Yes, identify and describe all issues to support the variance requested pursuant to the Regulations and attach all supporting documents to this Application, including an estimate of the cost of the variance request items requested, if any.

4. Will any land, improvements, roads, streets, utility or transportation infrastructure, or facilities be dedicated to public use?
 Yes No. If Yes, identify them and attach all reports, plans, drawings, and specifications related to those dedicated improvements, infrastructure, or facilities. Proof of ownership of any off-site dedications or easements associated with the plat are required.

5. Will the MHRC require a permit or other approval by another government or private entity?
 Yes No. If Yes, identify all such entities and attach copies of any active permits obtained from those entities for the proposed development:

Ector County Health Department

6. Is the proposed development located in an area of special flood hazard or floodway described by federal or state data sources, including a FEMA floodplain map?
 Yes No. If Yes, identify all areas of special flood hazard or floodways in which all or part of the proposed development is located:

7. Will the MHRC be served by private water (including groundwater or surface water) facilities or wastewater (including septic or OSSF) facilities?
 Yes No. If Yes, identify them and attach all reports, plans, drawings, and specifications related to those improvements, infrastructure, or facilities:

8. Will the MHRC be served by a public water or sewer system?

Yes No. If Yes, identify the public service suppliers and attach all reports, plans, drawings, and specifications related to those improvements, infrastructure, or facilities.

ECUD

9. Is the proposed development located in an area of special flood hazard or floodway described by federal or state data sources, including a FEMA floodplain map?

Yes No. If Yes, please provide elevation certificate.

10. Have you paid all permit fees required by the County or other government of private entity for the proposed development?

Yes No. If No, please explain why you have not done so:

11. Does a delinquent tax liability or tax lien exist on the real property being subdivided?

Yes No. If Yes, please identify those matters and attach documents from the appropriate governmental taxing entity describing the tax delinquency or lien:

If NO, attach documents from the appropriate governmental taxing entities showing that no tax delinquency exists on the real property made the subject of the proposed development.

12. Please note the following:

(a) Pursuant to the definition of a "Manufactured Home" in § 2.1(C)(21) of the Regulations, please identify with specificity the number, type, and construction characteristics of the manufactured homes to be placed in the proposed MHRC development site:

5 - Mobile Homes

(b) Pursuant to the definition of a "Manufactured Home Rental Community" in § 2.1 (C)(22) of the Regulations, please identify:

i. the contract terms of the lease or rental agreements proposed for the MHRC development site, and attach a blank copy of such an agreement, if available: Attached

ii. whether a rental or lease agreement with a contract term of more than 60-months, or a purchase option contract of any length, will be used to support an occupancy agreement for a lot, space, or divided part in the MHRC development site: _____
N/A _____ ; and

iii. whether fee simple or other title to a lot, space, or other divided part in the MHRC development site will be sold, granted, or conveyed by deed, contract for deed, or other executory contract to a willing buyer, donee, or other grantee:
N/A _____

I, THE OWNER/APPLICANT NAMED BELOW, CERTIFY THE FOLLOWING:

I have read the active Subdivision and Planning and Development Regulations for Ector County, Texas. All documents required by the regulations have been prepared by me or on my behalf and are attached to this application, including full payment to the County, by cashier's check or money order, for all required fees.

Edgar Bestillo
Owner/Applicant Signature

Printed Name: _____

Title: _____

Date: _____

Receipt by County

Received By: _____

Printed Name: _____

Title: _____

Ector County, Texas

Date: _____

DOCUMENT LIST FOR MHRC APPLICATION

The following documents shall be submitted with the MHRC Application Form, as required by the Regulations:

- (a) a complete and executed MHRC Application in compliance with the Regulations, with all required documents and payment of fees;

- (b) a proposed infrastructure development plan ("Plan") as described by the Regulations, which is fully executed, certified, and acknowledged by the proper parties (including the Developer and its engineer and surveyor) designated in the Regulations – but excluding from compliance at MHRC Application submission the following matters (i) the signatures, acknowledgements, and/or certifications of the County's representatives, and (ii) the filing or recordation of the Plan;
- (c) a proposed Plan and all supporting documents describing and demonstrating compliance with the drainage, water, and wastewater requirements of the Regulations, including without limitation providing accurate descriptions and specifications regarding: (i) adequate drainage for the MHRC, including all streets or roads therein, in accordance with standard engineering practices; (ii) necessary drainage culverts and other drainage facilities for the MHRC; (iii) areas of the MHRC located in the floodplain; (iv) the provision of an adequate public or community water supply to the MHRC; in accordance with minimum state standards and the Regulations; (v) the location of all facilities and supply lines for said water supply in accordance with the Subchapter C, Chapter 341 of the Texas Health and Safety Code; (vi) compliance with the active regulations of Water District, if any, with territorial jurisdiction regarding all or part of the proposed MHRC development site if groundwater is the source of water for the MHRC; (vii) the provision of access of the MHRC to sanitary sewer or septic facilities and lines, in accordance with minimum state standards – and including (1) providing and identifying the location of all sanitary sewer facilities and lines and (2) providing and identifying adequate OSSF sewage facilities and line in accordance with Chapter 366 of the Texas Health and Safety Code; and (viii) compliance with the road, driveway, and road access requirements of the Regulations.
- (d) a proposed Plan and all supporting documents describing and demonstrating compliance with all land survey requirements of the Regulations, including: (i) an accurate description of the proposed MHRC boundaries, and any significant features located therein; (ii) the proposed location of all spaces, lots, or other parts of the MHRC; (iii) the proposed or existing utility, road, and drainage easements; and (iv) the dedications of easements and right-of-ways, if any;
- (e) a proposed Plan and all supporting documents describing and demonstrating compliance with the road requirements of the Regulations, including without limitation providing accurate descriptions and specifications regarding all roads to be located in the MHRC, with said roads to be constructed in compliance with the road and street standards and requirements described in these regulations for subdivisions;
- (f) a proposed Plan and all supporting documents describing and demonstrating compliance with all applicable requirements of: (i) the Regulations; (ii) state and federal law; (iii) the County's active floodplain management, sewer, drainage, septic, or OSSF regulations;
- (g) a proposed Plan and all supporting documents describing and demonstrating the Developer's knowledge of, and expressed intent to comply with the specific restrictions described in the Regulations regarding the prohibited: (i) construction and/or occupancy of the MHRC prior to issuance by the County of the MHRC compliance certificate; and (ii) provision of utility services to the MHRC subject to an infrastructure development plan, or to a manufactured home in the MHRC, unless the owner provides the utility with a copy of the MHRC compliance certificate issued by the County;
- (h) a tax certificate or other sufficient documentation from the appropriate governmental taxing entities showing that no tax delinquency exists on the real property made the subject of the proposed MHRC development;
- (i) documents showing payment of all required fees; and
- (j) documents supporting your answers to Items (1) through (12) above.

BUDGET AMENDMENT REQUEST FORM

ALL ECTOR COUNTY OPERATING FUNDS

When requesting a Budget Amendment, this form MUST be completed and filed with the County Judge to be placed on the next agenda of the Ector County Commissioners Court.

ORDER OF THE ECTOR COUNTY COMMISSIONERS COURT

On this the 18th day of April 2024, the following budget amendment to the Commissioners Court

	ACCOUNT NUMBER	LINE ITEM DESCRIPTION	AMOUNT
TO:	005-025-5199	Dept Furniture & Equipment	10,000
FROM:	005-025-5505	Motor Vehicle Equipment	10,000

This request is made for the following reasons:

Purchase truck accessories

APPROVED AND SIGNED this the 18th of April 2024.

ECTOR COUNTY JUDGE

ATTEST: ECTOR COUNTY CLERK

TO BE COMPLETED BY THE COUNTY AUDITOR:

DATE OF ENTRY: _____

JOURNAL ENTRY NO: _____

ENTRY MADE BY: _____

BUDGET ADJUSTMENT NO: _____

AGENDA ITEM # 11a

BUDGET AMENDMENT REQUEST FORM

ALL ECTOR COUNTY OPERATING FUNDS

When requesting a Budget Amendment, this form MUST be completed and filed with the County Judge to be placed on the next agenda of the Ector County Commissioners Court.

ORDER OF THE ECTOR COUNTY COMMISSIONERS COURT

On this the 18th day of April 2024, the following budget amendment to the Commissioners Court

	ACCOUNT NUMBER	LINE ITEM DESCRIPTION	AMOUNT
TO:	001-690-5185	Library Supplies	10,000
	001-690-5283	Software Maintenance Contract	63
	001-4161	Donated Revenues	10,063

FROM:

This request is made for the following reasons:

Amend for Donations

APPROVED AND SIGNED this the 18th of April 2024.

ECTOR COUNTY JUDGE

ATTEST: ECTOR COUNTY CLERK

TO BE COMPLETED BY THE COUNTY AUDITOR:

DATE OF ENTRY: _____

JOURNAL ENTRY NO: _____

ENTRY MADE BY: _____

BUDGET ADJUSTMENT NO: _____

AGENDA ITEM # 12