CITY OF MIDLAND, TEXAS
AGENDA FOR CITY COUNCIL MEETING
January 10, 2023 - 10:00 AM
300 North Loraine
Midland, Texas
Council Chamber - City Hall

A quorum of the City Council intends to be physically present at the aforementioned location.

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

OPENING ITEMS

1. Invocation – Pastor Anthony Paredes, Homeline Baptist Church

2. Pledge of Allegiance

PRESENTATIONS

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

   3a. Presentation of the 2022 Christmas Parade Awards

   3b. Presentation of Proclamation for “Crime Stoppers Month”

CONSENT AGENDA

4. MOTION APPROVING THE FOLLOWING MINUTES:

   4a. REGULAR SESSION OF DECEMBER 13, 2022

5. 2023-001 – RESOLUTION AWARDING A CONTRACT FOR THE WEST WADLEY AVENUE EXTENSION PROJECT TO JONES BROS. DIRT & PAVING CONTRACTORS, INC. OF ODESSA, TEXAS, AT A TOTAL COST OF $6,702,090.50; APPROVING $670,209.05 FOR CONTINGENCIES; APPROVING $50,000.00 FOR PROJECT-RELATED COSTS; TRANSFERRING AND APPROPRIATING FUNDS; AND AUTHORIZING PAYMENT (DISTRICT 4) (GENERAL SERVICES)

6. 2023-002 – RESOLUTION AUTHORIZING THE PURCHASE OF AMMUNITION OF ASSORTED TYPES AND IN ASSORTED QUANTITIES FOR THE MIDLAND POLICE DEPARTMENT FROM THE RESPECTIVE LOW BIDDERS, GT DISTRIBUTORS, INC., AND BLACK HILLS AMMUNITION, AT A TOTAL COST OF $269,550.60 (DISTRICT:

NONE) (GENERAL SERVICES)

7. 2023-003 – RESOLUTION AUTHORIZING THE EXECUTION OF A PROFESSIONAL SERVICES AGREEMENT WITH ENPROTEC / HIBBS & TODD, INC., FOR THE WATER PURIFICATION PLANT SOLIDS HANDLING IMPROVEMENTS PROJECT FOR THE UTILITIES DEPARTMENT FOR AN AMOUNT OF $577,000.00; APPROVING $57,700.00 FOR CONTINGENCIES; AND TRANSFERRING AND APPROPRIATING FUNDS (DISTRICT: NONE) (GENERAL SERVICES)

8. 2023-004 – RESOLUTION APPROVING A CONTRACT WITH MUSCO CORPORATION DBA MUSCO SPORTS LIGHTING, LLC, THROUGH BUYBOARD, FOR THE PURCHASE AND INSTALLATION OF LED FIELD LIGHTING AT ASTOUND FOOTBALL STADIUM FOR A TOTAL COST OF $719,765.00; APPROVING $30,000.00 FOR PROJECT RELATED COSTS; AND APPROPRIATING FUNDS FOR SAID CONTRACT (DISTRICT 4) (GENERAL SERVICES)

9. 2023-005 – RESOLUTION APPROVING A CONTRACT WITH HOHENBERGER, INC., DBA CSI: LUBBOCK, THROUGH BUYBOARD, FOR THE PURCHASE AND INSTALLATION OF ACCESS CONTROL AND CAMERA SYSTEMS AT THE ASTOUND STADIUM, BEAL PARK, AND THE ARMORY FOR A TOTAL COST OF $169,658.62; AND APPROPRIATING AND TRANSFERRING FUNDS (DISTRICT: ALL) (GENERAL SERVICES)

10. 2023-006 – RESOLUTION APPROVING THE ISSUANCE OF PERMITS TO PIONEER NATURAL RESOURCES USA, INC. (“OPERATOR”) TO DRILL 10 OIL AND GAS WELLS LOCATED IN SECTION 17, BLOCK 38, T-1-S, T&P RR CO. SURVEY, CITY OF MIDLAND, MIDLAND COUNTY, TEXAS (GENERALLY LOCATED BETWEEN 375 FEET AND 376 FEET SOUTH OF ARAPAHOE ROAD AND BETWEEN 1,040 FEET AND 1,220 FEET EAST OF TODD DRIVE EXTENSION); AND PROVIDING THAT SAID PERMITS DO NOT REQUIRE A NEW ROAD REPAIR AGREEMENT BUT SHALL BE CONSOLIDATED UNDER AN EXISTING ROAD REPAIR AGREEMENT (DISTRICT 1) (DEVELOPMENT SERVICES)

11. 2023-007 – RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE, ON BEHALF OF THE CITY OF MIDLAND, A SUBSURFACE USE AGREEMENT GRANTING TO PIONEER NATURAL RESOURCES USA, INC. (“OPERATOR”) A SUBSURFACE EASEMENT LOCATED ON A CITY-OWNED TRACT OF LAND DESCRIBED AS THE SOUTH 150 FEET OF THE SOUTHWEST QUARTER OF SECTION 20, BLOCK 37, T-3-S, T&P RR CO. SURVEY, MIDLAND COUNTY, TEXAS, FOR THE PURPOSE OF DRILLING, COMPLETING, PRODUCING, TRANSPORTING PRODUCTION THROUGH, PLUGGING AND ABANDONING WELLBORES UNDER, ACROSS AND THROUGH SAID TRACT OF LAND TO BENEFIT OIL AND GAS PRODUCTION FROM WELLS DRILLED OR TO BE DRILLED BY OPERATOR, ITS SUCCESSORS OR ASSIGNS ON LANDS LOCATED IN SECTIONS 29 AND 32, BLOCK 33, T-3-S, T&P RR CO. SURVEY, MIDLAND COUNTY, TEXAS (DISTRICT: NONE) (DEVELOPMENT SERVICES)

12. 001-2023 – MOTION AUTHORIZING THE EXECUTION OF A RIGHT-OF-WAY LICENSE

(23-329-002) BETWEEN THE CITY OF MIDLAND AND GRAND PRIX PIPELINE LLC REGARDING CITY-OWNED PROPERTY DESCRIBED AS SECTIONS 4, 9, AND 16, BLOCK 37, T-3-S, T&P RR CO. SURVEY, MIDLAND COUNTY, TEXAS (DISTRICT: NONE) (UTILITIES)

SECOND READINGS

13. 10359 – AN ORDINANCE OF THE CITY OF MIDLAND, TEXAS, DESIGNATING A 29.782-ACRE TRACT OF LAND OUT OF SECTION 35, BLOCK 40, T-1-S, T&P RR CO. SURVEY, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED AT THE NORTHWEST CORNER OF THE INTERSECTION OF STATE HIGHWAY 191 AND STATE HIGHWAY 158) AS TAX ABATEMENT REINVESTMENT ZONE NUMBER 2023-01 FOR COMMERCIAL AND INDUSTRIAL TAX ABATEMENT AS AUTHORIZED BY CHAPTER 312 OF THE TEXAS TAX CODE; ESTABLISHING THE BOUNDARIES THEREOF AND OTHER MATTERS RELATING THERETO; DECLARING FINDINGS OF FACT; AND PROVIDING A SAVINGS AND SEVERABILITY CLAUSE (DISTRICT 4) (CITY MANAGER) (FIRST READING DECEMBER 13, 2022)

14. 10360 – AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO GRANT A SPECIFIC USE DESIGNATION WITHOUT TERM FOR LOT 1A, BLOCK 14, CRESTGATE ADDITION, SECTION 39, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED AT THE NORTHWEST CORNER OF THE INTERSECTION OF FIELDER STREET AND WEST LOOP 250 NORTH), WHICH IS PRESENTLY ZONED O-1, OFFICE DISTRICT, ALLOWING SAID PROPERTY TO BE USED FOR A VETERINARIAN CLINIC; MAKING SAID DESIGNATION SUBJECT TO CERTAIN CONDITIONS AND RESTRICTIONS CONTAINED HEREIN; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION (DISTRICT 1) (DEVELOPMENT SERVICES) (FIRST READING DECEMBER 13, 2022)

15. 10361 – AN ORDINANCE GRANTING A SPECIAL EXCEPTION FOR LOT 21, BLOCK 22, CRESTGATE ADDITION, SECTION 36, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED AT THE NORTHEAST CORNER OF THE INTERSECTION OF NORTH MIDLAND AND BLUEBIRD LANE), BY PERMITTING AN INCREASED MAXIMUM HEIGHT OF AN ACCESSORY BUILDING; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); ORDERING RECORDATION BY THE CITY SECRETARY IN THE DEED RECORDS OF MIDLAND COUNTY, TEXAS; AND ORDERING PUBLICATION (DISTRICT 1) (DEVELOPMENT SERVICES) (FIRST READING DECEMBER 13, 2022)

PUBLIC HEARINGS

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

16. 10362 – AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE LOTS 1A AND 5, BLOCK 1, ROLLING GREEN ACRES

ADDITION, SECTION 3, CITY AND COUNTY OF MIDLAND, TEXAS, FROM PD, PLANNED DEVELOPMENT DISTRICT FOR A TRANSITION DISTRICT TO AN AMENDED PD, PLANNED DEVELOPMENT DISTRICT FOR A TRANSITION DISTRICT (GENERALLY LOCATED ON THE NORTH SIDE OF EAST HIGHWAY 80, APPROXIMATELY 250 FEET WEST OF TODD DRIVE); CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION (DISTRICT 2) (DEVELOPMENT SERVICES)

17. 002-2023 – THE PROPOSED GRANTING OF AN OIL AND GAS WELL PERMIT TO MCM OPERATING, LLC ("OPERATOR") FOR THE DRILLING OF THE OIL AND GAS WELL MB-7H; SAID WELL BEING GENERALLY LOCATED 485 FEET SOUTH OF MOCKINGBIRD LANE AND 1,550 FEET EAST OF HOLIDAY HILL ROAD; PUBLIC HEARING ONLY (DISTRICT 4) (DEVELOPMENT SERVICES)

18. 10363 – AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO GRANT A SPECIFIC USE DESIGNATION WITH TERM FOR A 5,792-SQUARE FOOT PORTION OF THE WEST 90 FEET OF LOTS 10, 11 AND 12, BLOCK 61, ORIGINAL TOWN ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED AT THE SOUTHEAST CORNER OF THE INTERSECTION OF WEST WALL STREET AND SOUTH CARRIZO STREET), WHICH IS PRESENTLY ZONED CB, CENTRAL BUSINESS DISTRICT, ALLOWING SAID PROPERTY TO BE USED FOR THE SALE OF ALL ALCOHOLIC BEVERAGES IN A BAR FOR ON-PREMISES CONSUMPTION; MAKING SAID DESIGNATION SUBJECT TO CERTAIN CONDITIONS AND RESTRICTIONS CONTAINED HEREIN; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION (DISTRICT 3) (DEVELOPMENT SERVICES)

19. 10364 – AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE LOT 8, BLOCK 30, GREENWOOD ADDITION, THIRD, FOURTH, AND FIFTH SECTIONS, CITY AND COUNTY OF MIDLAND, TEXAS, FROM MF-22, MULTIPLE-FAMILY DWELLING DISTRICT TO SF-3, SINGLE-FAMILY DWELLING DISTRICT (GENERALLY LOCATED ON THE EAST SIDE OF SOUTH CLAY STREET, APPROXIMATELY 90 FEET NORTH OF EAST PENNSYLVANIA AVENUE); CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION (DISTRICT 2) (DEVELOPMENT SERVICES)

20. 10365 – AN ORDINANCE GRANTING A SPECIAL EXCEPTION FOR LOT 12, BLOCK 21, MOODY ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED AT THE SOUTHEAST CORNER OF THE INTERSECTION OF NORTH MADISON STREET AND EAST ILLINOIS AVENUE), BY PERMITTING A REDUCED MINIMUM LOT WIDTH IN THE EVENT THAT THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND IS AMENDED TO REZONE THE PROPERTY FROM MF-22,

MULTIPLE-FAMILY DWELLING DISTRICT TO SF-3, SINGLE-FAMILY DWELLING DISTRICT; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); ORDERING RECORDATION BY THE CITY SECRETARY IN THE DEED RECORDS OF MIDLAND COUNTY, TEXAS; AND ORDERING PUBLICATION (DISTRICT 2) (DEVELOPMENT SERVICES)

21. 10366 – AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO GRANT A SPECIFIC USE DESIGNATION WITH TERM FOR A 1,763-SQUARE FOOT PORTION OF LOT 6A, BLOCK 62, BELMONT ADDITION, SECTION 23, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED ON THE NORTH SIDE OF EAST INTERSTATE 20, APPROXIMATELY 478 FEET WEST OF SOUTH TERRELL STREET), WHICH IS PRESENTLY ZONED BP, I-20 BUSINESS PARK DISTRICT, ALLOWING SAID PROPERTY TO BE USED FOR THE SALE OF ALL ALCOHOLIC BEVERAGES IN A RESTAURANT FOR ON-PREMISES CONSUMPTION; MAKING SAID DESIGNATION SUBJECT TO CERTAIN CONDITIONS AND RESTRICTIONS CONTAINED HEREIN; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION (DISTRICT 2) (DEVELOPMENT SERVICES)

22. 10367 – AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE A 37.65-ACRE TRACT OF LAND OUT OF SECTION 48, BLOCK 40, T-1-S, T&P RR CO. SURVEY, CITY AND COUNTY OF MIDLAND, TEXAS, FROM PD, PLANNED DEVELOPMENT DISTRICT FOR A HOUSING DEVELOPMENT, OFFICE CENTER, RECREATION CENTER, AND SHOPPING CENTER TO AN AMENDED PD, PLANNED DEVELOPMENT DISTRICT FOR A HOUSING DEVELOPMENT, OFFICE CENTER, RECREATION CENTER, AND SHOPPING CENTER (GENERALLY LOCATED AT THE SOUTHWEST CORNER OF THE INTERSECTION OF THOMASON DRIVE AND SOUTH LOOP 250 WEST); CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION (DISTRICT 4) (DEVELOPMENT SERVICES)

23. 10368 – AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO GRANT A SPECIFIC USE DESIGNATION WITH TERM FOR LOT 1, BLOCK 1, CAMELOT ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED ON THE WEST SIDE OF ELKINS ROAD, APPROXIMATELY 6,200 FEET NORTH OF EAST STATE HIGHWAY 80), WHICH IS PRESENTLY ZONED O-1, OFFICE DISTRICT, ALLOWING SAID PROPERTY TO BE USED FOR THE SALE OF ALL ALCOHOLIC BEVERAGES IN A SPECIAL EVENTS CENTER FOR ON-PREMISES CONSUMPTION; MAKING SAID DESIGNATION SUBJECT TO CERTAIN CONDITIONS AND RESTRICTIONS CONTAINED HEREIN; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION (DISTRICT 4) (DEVELOPMENT SERVICES)

24. 10369 – AN ORDINANCE VACATING AND ABANDONING A 0.034-ACRE PORTION OF ALLEY RIGHT-OF-WAY LOCATED ADJACENT TO LOTS 2, 3 AND 4, BLOCK 1, RICHARDSON-ABILENE STREET ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED ON THE EAST SIDE OF NORTH MAIN STREET, APPROXIMATELY 120 FEET SOUTH OF BUTLER AVENUE); ADOPTING THE APPRAISAL BY THE CITY MANAGER OF $2,956.00; RETAINING A NONEXCLUSIVE UTILITY EASEMENT; AND ORDERING RECORDATION BY THE CITY SECRETARY (DISTRICT 2) (DEVELOPMENT SERVICES)

25. 10370 – AN ORDINANCE GRANTING A SPECIAL EXCEPTION FOR A 1.00-ACRE TRACT OF LAND OUT OF THE SOUTHEAST QUARTER OF SECTION 7, BLOCK X, H.P. HILLIARD SURVEY, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED AT THE NORTHEAST CORNER OF THE INTERSECTION OF TANFORAN AVENUE AND ORIOLE DRIVE), BY PERMITTING A REDUCED MINIMUM LOT AREA; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); ORDERING RECORDATION BY THE CITY SECRETARY IN THE DEED RECORDS OF MIDLAND COUNTY, TEXAS; AND ORDERING PUBLICATION (DISTRICT 4) (DEVELOPMENT SERVICES)

MISCELLANEOUS

26. 003-2023 – MOTION AUTHORIZING THE ENGINEERING SERVICES DEPARTMENT TO MANAGE THE DESIGN OF A TRAFFIC SIGNAL FOR THE INTERSECTION OF MOCKINGBIRD LANE AND MAGELLAN STREET; AND APPROPRIATING AND TRANSFERRING THE SUM OF $150,000.00 FROM THE GENERAL FUND TO A PROJECT ACCOUNT FOR SAID PURPOSE (DISTRICT 1) (ENGINEERING SERVICES)

27. MOTION APPOINTING A MAYOR PRO TEMPORE (DISTRICT: NONE) (CITY SECRETARY'S OFFICE)

28. MOTION MAKING APPOINTMENTS TO VARIOUS BOARDS AND COMMISSIONS (CITY SECRETARY’S OFFICE)

PUBLIC COMMENT

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

EXECUTIVE SESSION

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

a. Section 551.072, Deliberation Regarding Real Property

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

b. Section 551.074, Personnel Matters

b.1. Deliberate the appointment, employment, evaluation, reassignment, duties or discipline of the City Manager

Respectfully Submitted,

Robert Patrick
City Manager

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

MIDLAND CITY COUNCIL
MINUTES
December 13, 2022

DRAFT

The City Council convened in regular session in the Council Chamber, City Hall, Midland, Texas, at 10:00 a.m., December 13, 2022.

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

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

OPENING ITEMS

1. Invocation – Pastor Robb Foreman, Homeline Baptist Church

2. Pledge of Allegiance

PRESENTATIONS

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

   3a. Presentation of Proclamation for “Willie Wilson”

   3b. Presentation of Proclamation for “Midland Rotary Day”

CONSENT AGENDA

4. MOTION APPROVING THE FOLLOWING MINUTES:

   4a. BRIEFING SESSION OF NOVEMBER 15, 2022

   4b. REGULAR SESSION OF NOVEMBER 15, 2022

4c. SPECIAL SESSION OF NOVEMBER 15, 2022

4d. SPECIAL SESSION OF NOVEMBER 21, 2022

9. 131-2022 – MOTION REJECTING THE PROPOSALS FOR DATA NETWORK AND INTERNET SERVICES AND AUTHORIZING THE CITY MANAGER OR THE CITY MANAGER'S DESIGNEE TO: (I) REISSUE A REQUEST FOR PROPOSALS FOR DATA NETWORK AND INTERNET SERVICES PURSUANT TO THE STATUTES OF THE STATE OF TEXAS FOR ACCOMPLISHING THE WORK SET FORTH IN THE REQUEST FOR PROPOSALS, AND (II) NEGOTIATE A CONTRACT FOR SAID SERVICES; PROVIDED, HOWEVER, THAT SAID CONTRACT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY THE CITY COUNCIL (DISTRICT: NONE) (GENERAL SERVICES)

10. 2022-168 – RESOLUTION AWARDING A CONTRACT FOR THE FISCAL YEAR 2023 MILL AND INLAY PROJECT TO JONES BROS. DIRT & PAVING CONTRACTORS, INC. OF ODESSA, TEXAS, AT A TOTAL COST OF $6,349,634.40; AND AUTHORIZING PAYMENT (DISTRICT: ALL) (GENERAL SERVICES)

11. 2022-169 – RESOLUTION AWARDING A CONTRACT FOR THE FISCAL YEAR 2023 CRACK FILL PROJECT TO CHAMPION INFRASTRUCTURE, LLC OF GEORGETOWN, TEXAS, AT A TOTAL COST NOT TO EXCEED $287,250.00; AND AUTHORIZING PAYMENT (DISTRICT: ALL) (GENERAL SERVICES)

12. 2022-170 – RESOLUTION APPROVING A CONTRACT WITH PETROLEUM SOLUTIONS, INC., DBA JF PETROLEUM GROUP, THROUGH SOURCEWELL, FOR THE REPLACEMENT OF THE EXISTING FUEL DISPENSERS AT THE CARVER FUEL STATION FOR A TOTAL COST OF $215,247.62 (DISTRICT: NONE) (GENERAL SERVICES)

13. 2022-171 – RESOLUTION RATIFYING AND APPROVING THE PAYMENT FOR THE EMERGENCY MANHOLE REMOVAL AND REPLACEMENT AT THE JAL DRAW NORTH OF WADLEY AT THE INTERSECTION OF PARKWAY DRIVE AND FIESTA AVENUE AND THE EMERGENCY REPLACEMENT OF A FIRE HYDRANT AT THE INTERSECTION OF LOOP 250 AND CROWLEY BOULEVARD BY RED DEER CONSTRUCTION, LLC, FOR A TOTAL COST OF $124,340.44 (DISTRICT 2) (GENERAL SERVICES)

14. 2022-172 – RESOLUTION APPROVING THE PURCHASE OF A JOHN DEERE COMPACT EXCAVATOR AND ASSOCIATED EQUIPMENT FROM YELLOWHOUSE MACHINERY CO. THROUGH BUYBOARD AT A TOTAL COST OF $101,200.00 (DISTRICT: NONE) (GENERAL SERVICES)

16. 2022-174 – RESOLUTION AUTHORIZING THE SOLE-SOURCE PURCHASE OF AN ANDROS FX ROBOT AND ASSOCIATED COMPONENTS FROM REMOTEC, INC., FOR A TOTAL COST OF $322,159.00; AND APPROPRIATING FUNDS FOR SAID PURCHASE (DISTRICT: ALL) (GENERAL SERVICES)

DRAFT

18. 2022-176 – RESOLUTION AUTHORIZING THE EXECUTION OF A CONTRACT WITH GTS TECHNOLOGY SOLUTIONS, INC., FOR PROJECT MANAGEMENT SERVICES FOR THE MOTOROLA ASTRO P25 INTEROPERABLE RADIO SYSTEM PROJECT THROUGH THE TEXAS DEPARTMENT OF INFORMATION RESOURCES AT A COST OF $233,994.00 FOR THE COMMUNICATION AND INFORMATION SYSTEMS DEPARTMENT; AND APPROPRIATING AND TRANSFERRING FUNDS (DISTRICT: NONE) (GENERAL SERVICES)

19. 132-2022 – MOTION AUTHORIZING THE CITY MANAGER OR CITY MANAGER'S DESIGNEE TO ADVERTISE A REQUEST FOR PROPOSALS FOR IMPLEMENTATION OVERSIGHT SERVICES FOR THE MOTOROLA ASTRO P25 INTEROPERABLE RADIO SYSTEM PROJECT FOR THE COMMUNICATIONS AND INFORMATION SYSTEMS DEPARTMENT (DISTRICT: ALL) (GENERAL SERVICES)

20. 2022-177 – RESOLUTION AWARDING A CONTRACT FOR THE PURCHASE OF READY-MIX CONCRETE AND CALICHE FOR THE TRANSPORTATION DIVISION TO 4J CONCRETE, LLC DOING BUSINESS AS JORDAN CONCRETE OF MIDLAND, TEXAS, AT A TOTAL COST OF $245,817.50; AND AUTHORIZING PAYMENT (DISTRICT: ALL) (GENERAL SERVICES)

22. 134-2022 – MOTION AUTHORIZING THE EXECUTION OF A LETTER OF INTENT BETWEEN THE CITY OF MIDLAND, THE MIDLAND DEVELOPMENT CORPORATION, AND HODGES DEVELOPMENT SERVICES, LP, FOR THE DEVELOPMENT OF A 17.2-ACRE TRACT OF LAND LOCATED IN THE SOUTHEAST QUARTER OF SECTION 35, BLOCK 40, T-1-S, T&P RR CO. SURVEY, MIDLAND COUNTY, TEXAS (DISTRICT 4) (CITY MANAGER)

23. 135-2022 – MOTION AUTHORIZING THE EXECUTION OF A HOGAN PARK GOLF COURSE USAGE AGREEMENT WITH THE FIRST TEE OF WEST TEXAS TO PROVIDE FOR THE FIRST TEE OF WEST TEXAS' USE OF CERTAIN CITY-OWNED FACILITIES LOCATED AT HOGAN PARK GOLF COURSE (DISTRICT 2) (COMMUNITY SERVICES)

24. 136-2022 – MOTION AUTHORIZING THE EXECUTION OF A MEDICAL DIRECTOR AGREEMENT WITH THE MIDLAND COUNTY HOSPITAL DISTRICT TO PROVIDE THE CITY OF MIDLAND HEALTH DEPARTMENT WITH PROFESSIONAL MEDICAL DIRECTOR SERVICES; AND AUTHORIZING PAYMENT FOR SAID SERVICES (DISTRICT: ALL) (COMMUNITY SERVICES)

25. 137-2022 – MOTION AUTHORIZING THE CITY MANAGER TO EXECUTE LETTER AGREEMENTS WITH MIDLAND SPORTS, INC., CONSENTING TO MIDLAND SPORTS, INC.'S AND MIDLAND CONCESSIONS, INC.'S ASSIGNMENT OF THE FOLLOWING AGREEMENTS TO DBH MIDLAND, LLC: (I) THAT CERTAIN BASEBALL PARK AND OFFICE SPACE AGREEMENT DATED MAY 23, 2000, AS AMENDED; (II) THAT CERTAIN SERVICE CONTRACT DATED SEPTEMBER 13, 2017, AS AMENDED; AND (III) THAT CERTAIN SPONSORSHIP AGREEMENT DATED AUGUST 4, 2022, BETWEEN MIDLAND SPORTS, INC., AND DIAMONDBACK E&P LLC (DISTRICT 4) (COMMUNITY SERVICES)

DRAFT

26. 138-2022 – MOTION APPROVING WITH STAFF'S RECOMMENDED CONDITIONS A PROPOSED PRELIMINARY PLAT OF WESTRIDGE PARK ADDITION, SECTION 49, BEING A PLAT OF A 38.22-ACRE TRACT OF LAND OUT OF THE NORTHEAST QUARTER OF SECTION 48, BLOCK 40, T-1-S, T&P RR CO. SURVEY, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED NORTHEAST OF THE INTERSECTION OF LEISURE DRIVE AND SOUTH LOOP 250) (DISTRICT 4) (DEVELOPMENT SERVICES)

27. 139-2022 – MOTION APPROVING THE RECEIPT AND FILING OF THE CONSOLIDATED ANNUAL PERFORMANCE AND EVALUATION REPORT FOR THE COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM YEAR 2021/2022 (DISTRICT: ALL) (DEVELOPMENT SERVICES)

29. 140-2022 – MOTION AUTHORIZING THE EXECUTION OF A MEDICAL DIRECTOR AGREEMENT WITH ZACHARIAH J. PATRICK, DO, FOR THE PURPOSE OF PROVIDING THE CITY OF MIDLAND FIRE DEPARTMENT WITH PROFESSIONAL MEDICAL DIRECTOR SERVICES; AND AUTHORIZING PAYMENT FOR SAID SERVICES (DISTRICT: NONE) (FIRE)

30. 2022-179 – RESOLUTION AUTHORIZING THE ISSUANCE OF AN OPERATING CERTIFICATE TO THE PARTY WAGON LLC; SETTING FORTH CONDITIONS ACCOMPANYING THE CERTIFICATE; AND ESTABLISHING THE TERMS OF THE CERTIFICATE (DISTRICT: ALL) (POLICE)

31. 141-2022 – MOTION AUTHORIZING THE EXECUTION OF A RIGHT-OF-WAY LICENSE (22-329-036) BETWEEN THE CITY OF MIDLAND AND TARGA PIPELINE MID-CONTINENT WESTEX LLC REGARDING CITY OWNED PROPERTY DESCRIBED AS SECTIONS 4, 9, 16 AND 21, BLOCK 37, T-3-S, T&P RR CO. SURVEY, MIDLAND COUNTY, TEXAS (DISTRICT: NONE) (UTILITIES)

32. 142-2022 – MOTION AUTHORIZING THE EXECUTION OF A RIGHT-OF-WAY LICENSE (22-329-035) WITH CROWNQUEST OPERATING, LLC., REGARDING CITY-OWNED PROPERTY DESCRIBED AS SECTION 8, BLOCK 38, T-2-S, T&P RR CO. SURVEY, MIDLAND COUNTY, TEXAS (DISTRICT: NONE) (UTILITIES)

33. 143-2022 – MOTION AUTHORIZING THE EXECUTION OF A RIGHT-OF-WAY LICENSE (22-317-028) WITH WTG NORTH PERMIAN MIDSTREAM REGARDING CITY-OWNED PROPERTY DESCRIBED AS SECTION 36, BLOCK 39, T-1-N, T&P RR CO. SURVEY, MARTIN COUNTY, TEXAS (DISTRICT: NONE) (UTILITIES)

Lori Blong moved to approve consent agenda items 4 – 33 excluding items 5, 6, 7, 8, 15, 17, 21 and 28; seconded by Dan Corrales.

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

DRAFT

ABSTAIN: None
ABSENT: None

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

5. 2022-164 – RESOLUTION AWARDING A CONTRACT FOR THE CITY OF MIDLAND PAVING, ALLEYS, STREETS AND SIDEWALKS 03 PROJECT TO BOLER EQUIPMENT SERVICE, INC. OF MIDLAND, TEXAS, AT A TOTAL COST OF $1,966,463.57; APPROPRIATING FUNDS; AND AUTHORIZING PAYMENT (DISTRICT 2) (GENERAL SERVICES)

   Engineering Services Director, Jose Ortiz, gave a brief overview of the item noting there are several factors that come into play when decisions are made to work on certain roads. Some things taken into consideration are: contractor timing, staff shortages and franchise utilities just to name a few. Mr. Ortiz listed several creative possibilities that may help the situation. One example is combining Utilities and paving projects together in order to have one contractor managing the entire project.

   Council Member Norman stated this discussion answered his questions on items 6 – 8 as well.

   John Norman moved to approve Resolution No. 2022-164; seconded by Jack Ladd.

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

6. 2022-165 – RESOLUTION AWARDING A CONTRACT FOR THE JEFFERSON STREET, ATLANTA STREET, AND HARRISON STREET WATER IMPROVEMENTS PROJECT TO TEC EXCAVATION, INC. OF MIDLAND, TEXAS, AT A TOTAL COST OF $810,580.00; APPROPRIATING FUNDS; AND AUTHORIZING PAYMENT (DISTRICT 2) (GENERAL SERVICES)

   John Norman moved to approve Resolution No. 2022-165; seconded by Robin Poole.

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

7. 2022-166 – RESOLUTION AWARDING A CONTRACT FOR THE MICHIGAN AVENUE UTILITY PROJECT TO BOLER EQUIPMENT SERVICE, INC., FOR THE UTILITIES DEPARTMENT FOR THE AMOUNT OF $1,707,794.00; APPROVING $170,779.40 FOR CONTINGENCIES; APPROVING $50,000.00 FOR PROJECT RELATED EXPENSES; AND TRANSFERRING AND APPROPRIATING FUNDS (DISTRICT: ALL) (GENERAL SERVICES)

DRAFT

John Norman moved to approve Resolution No. 2022-166; seconded by Dan Corrales.

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

8. 2022-167 – RESOLUTION REJECTING THE SOLE BID RECEIVED FOR THE GARFIELD STREET PAVING AND UTILITY BOND PROJECT - BREAK OUT 02 (DISTRICT 3) (GENERAL SERVICES)

Engineering Services Director Jose Ortiz reported the bid was rejected because they only received one bid and it was double what the City wished to pay for the project. Mr. Ortiz would like to have seen multiple bidders for the project and a better pricing outcome; therefore, he explained how the project can be brought in-house and done one block at a time. Mr. Ortiz also reported the timeline is still going to be around 18 months.

John Norman moved to approve Resolution No. 2022-167; seconded by Lori Blong.

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

15. 2022-173 – RESOLUTION APPROVING THE PURCHASE AND UPFITTING OF TWENTY-SIX (26) CHEVROLET TAHOES FROM CALDWELL COUNTRY CHEVROLET, LLC, THROUGH BUYBOARD AT A TOTAL COST OF $1,949,046.00 (DISTRICT: ALL) (GENERAL SERVICES)

Police Chief Seth Herman reported the stationary vehicles in the parking lot are aged standby vehicles.

Jack Ladd moved to approve Resolution No. 2022-173; seconded by Lori Blong.

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

17. 2022-175 – RESOLUTION AUTHORIZING THE EXECUTION OF A CONTRACT WITH MOTOROLA SOLUTIONS, INC., FOR THE PURCHASE, INSTALLATION, AND SERVICING OF A MOTOROLA ASTRO P25 INTEROPERABLE RADIO SYSTEM THROUGH THE TEXAS DEPARTMENT OF INFORMATION RESOURCES AT A COST OF $16,652,921.00 FOR THE COMMUNICATION AND INFORMATION SYSTEMS DEPARTMENT; APPROVING $935,000.00 FOR CONTINGENCIES; AND

DRAFT

APPROPRIATING AND TRANSFERRING FUNDS (DISTRICT: NONE) (GENERAL SERVICES)

Deputy City Manager Morris Williams reported there was a clerical error and that this item was not supposed to be recommended for denial.

Chief Information Officer Jennifer Frescaz gave a brief overview of the item noting this will allow more effective communications between Midland County and Odessa who also use Motorola.

Jack Ladd moved to approve Resolution No. 2022-175; seconded by Dan Corrales.

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

21. 133-2022 – MOTION AUTHORIZING THE CITY MANAGER OR THE CITY MANAGER'S DESIGNEE TO ADVERTISE A REQUEST FOR QUALIFICATIONS FOR ENGINEERING AND ARCHITECTURAL SERVICES ASSOCIATED WITH THE NEW HEALTH SERVICES FACILITY DESIGN PROJECT AND TO NEGOTIATE A PROFESSIONAL SERVICES AGREEMENT FOR SAID SERVICES; PROVIDED, HOWEVER, THAT SAID AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY THE CITY COUNCIL (DISTRICT: ALL) (GENERAL SERVICES)

Community Services Director Cristina Burns reported this is an RFQ for design and construction plans. The timeline is to have qualification for Council approval in February or March of 2023. At that point, it should be 18 months or less and then they will look at construction.

Dr. Whitney Craig would like to expand services to the community but they will need more space to do so. They currently have to schedule patients months out in order to be seen.

Lori Blong moved to approve Motion No. 133-2022; seconded by Robin Poole.

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

28. 2022-178 – RESOLUTION AUTHORIZING THE CITY MANAGER TO ACQUIRE, ON BEHALF OF THE CITY OF MIDLAND, ANY TRACTS OF LAND NECESSARY OR APPROPRIATE FOR THE USE AND BENEFIT OF THE PUBLIC FOR STREET, ROAD, PEDESTRIAN ACCESS, DRAINAGE, AND PUBLIC UTILITY PURPOSES, AND FOR ANY OTHER ANCILLARY PUBLIC USE AS IS USUAL AND CUSTOMARY IN CONNECTION THEREWITH FROM A POINT AT OR NEAR THE EASTERN TERMINUS OF OCCIDENTAL PARKWAY TO A POINT AT OR NEAR THE INTERSECTION OF

DRAFT

ELKINS ROAD AND EAST COUNTY ROAD 40; AUTHORIZING THE CITY MANAGER TO OBTAIN APPRAISALS, NEGOTIATE, EXECUTE, AND FILE ALL DOCUMENTS NECESSARY TO ACQUIRE SAID TRACTS OF LAND, PURCHASE TITLE INSURANCE POLICIES, AND HOLD THE CLOSINGS FOR SAID ACQUISITIONS; AUTHORIZING PAYMENT FOR SAID APPRAISALS, TITLE INSURANCE POLICIES, TRACTS OF LAND, AND CLOSING COSTS; ORDERING THE CITY SECRETARY TO RECORD, OR ENSURE THAT THE TITLE COMPANY RECORDS, ALL INSTRUMENTS OF CONVEYANCE; AND AUTHORIZING MIDLAND COUNTY, TEXAS TO PERFORM PAVING SERVICES ON SAID TRACTS OF LAND AT NO COST TO THE CITY (DISTRICT 1) (ENGINEERING SERVICES)

Council Member Ladd gave appreciation for Engineering Services Director Jose Ortiz.

Engineering Services Director Jose Ortiz gave a brief overview of the item noting Midland County has a strong interest in this project and will provide construction funding for the project.

Jack Ladd moved to approve Resolution No. 2022-178; seconded by Lori Blong.

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

SECOND READINGS

34. 10357 – AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE LOT 7, BLOCK 50, EAST MIDLAND ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS, FROM HI, HEAVY INDUSTRIAL DISTRICT TO SF-3, SINGLE-FAMILY DWELLING DISTRICT (GENERALLY LOCATED AT THE NORTHEAST CORNER OF THE INTERSECTION OF SOUTH STREET AND NORTH TYLER STREET); CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION (DISTRICT 2) (DEVELOPMENT SERVICES) (FIRST READING HELD NOVEMBER 15, 2022)

Deputy City Secretary Vanessa White read the caption of Ordinance No. 10357.

Scott Dufford moved to approve the second and final reading of Ordinance No. 10357; seconded by Jack Ladd.

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

35. 10358 – AN ORDINANCE VACATING AND ABANDONING A 0.067-ACRE PORTION OF

DRAFT

ALLEY RIGHT-OF-WAY LOCATED ADJACENT TO LOTS 5 THROUGH 9, BLOCK 17, KELVIEW HEIGHTS ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED ON THE NORTH SIDE OF SCHARBAUER DRIVE, APPROXIMATELY 209 FEET WEST OF NORTH BIG SPRING STREET); ADOPTING THE APPRAISAL BY THE CITY MANAGER OF $5,836.00; RETAINING A NONEXCLUSIVE UTILITY EASEMENT; AND ORDERING RECORDATION BY THE CITY SECRETARY (DISTRICT 3) (DEVELOPMENT SERVICES) (FIRST READING HELD NOVEMBER 15, 2022)

Deputy City Secretary Vanessa White read the caption of Ordinance No. 10358.

Lori Blong moved to approve the second and final reading of Ordinance No. 10358; seconded by Dan Corrales.

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

PUBLIC HEARINGS

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

36. 10359 – AN ORDINANCE OF THE CITY OF MIDLAND, TEXAS, DESIGNATING A 29.782-ACRE TRACT OF LAND OUT OF SECTION 35, BLOCK 40, T-1-S, T&P RR CO. SURVEY, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED AT THE NORTHWEST CORNER OF THE INTERSECTION OF STATE HIGHWAY 191 AND STATE HIGHWAY 158) AS TAX ABATEMENT REINVESTMENT ZONE NUMBER 2023-01 FOR COMMERCIAL AND INDUSTRIAL TAX ABATEMENT AS AUTHORIZED BY CHAPTER 312 OF THE TEXAS TAX CODE; ESTABLISHING THE BOUNDARIES THEREOF AND OTHER MATTERS RELATING THERETO; DECLARING FINDINGS OF FACT; AND PROVIDING A SAVINGS AND SEVERABILITY CLAUSE (DISTRICT 4) (CITY MANAGER)

Deputy City Secretary Vanessa White read the caption of Ordinance No. 10359.

Mayor Payton opened the public hearing at 10:35 a.m. There being no one present wishing to speak, the public hearing was immediately closed.

Dan Corrales moved to approve the first of two readings of Ordinance No. 10359; seconded by Jack Ladd.

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

37. 10360 – AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO GRANT A SPECIFIC USE DESIGNATION WITHOUT TERM FOR LOT 1A,

DRAFT

BLOCK 14, CRESTGATE ADDITION, SECTION 39, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED AT THE NORTHWEST CORNER OF THE INTERSECTION OF FIELDER STREET AND WEST LOOP 250 NORTH), WHICH IS PRESENTLY ZONED O-1, OFFICE DISTRICT, ALLOWING SAID PROPERTY TO BE USED FOR A VETERINARIAN CLINIC; MAKING SAID DESIGNATION SUBJECT TO CERTAIN CONDITIONS AND RESTRICTIONS CONTAINED HEREIN; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION (DISTRICT 1) (DEVELOPMENT SERVICES)

Deputy City Secretary Vanessa White read the caption of Ordinance No. 10360.

Mayor Payton opened the public hearing at 10:36 a.m. There being no one present wishing to speak, the public hearing was immediately closed.

Lori Blong moved to approve the first of two readings of Ordinance No. 10360; seconded by Jack Ladd.

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

38. 10361 – AN ORDINANCE GRANTING A SPECIAL EXCEPTION FOR LOT 21, BLOCK 22, CRESTGATE ADDITION, SECTION 36, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED AT THE NORTHEAST CORNER OF THE INTERSECTION OF NORTH MIDLAND AND BLUEBIRD LANE), BY PERMITTING AN INCREASED MAXIMUM HEIGHT OF AN ACCESSORY BUILDING; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); ORDERING RECORDATION BY THE CITY SECRETARY IN THE DEED RECORDS OF MIDLAND COUNTY, TEXAS; AND ORDERING PUBLICATION (DISTRICT 1) (DEVELOPMENT SERVICES)

Deputy City Secretary Vanessa White read the caption of Ordinance No. 10361.

Mayor Payton opened the public hearing at 10:36 a.m.

Mr. Lonnie Phillips was in attendance to provide information if there were questions. He stated this is going to be an open air pavilion built to be closed for a fellowship hall.

There being no one else wishing to speak, the public hearing was closed at 10:37 a.m.

Lori Blong moved to approve the first of two readings of Ordinance No. 10361; seconded by Jack Ladd.

The motion passed by the following vote:

DRAFT

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

PUBLIC COMMENT

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

Mayor Payton thanked Council and City Staff for the opportunity to work together during his time as Mayor.

EXECUTIVE SESSION

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

Mayor Payton recessed the meeting to go into Executive Session at 10:40 a.m.

a. Section 551.072, Deliberation Regarding Real Property
   a.1. Discuss the purchase, exchange, lease or value of real property

All the business at hand having been completed, the meeting adjourned at 11:39 a.m.

PASSED AND APPROVED January 10, 2023.

_____
Patrick Payton, Mayor

ATTEST:

_____
Amy M. Turner, City Secretary

DRAFT

City Council Meeting

Item Number: 5

Meeting Date: January 10, 2023

To: City Council / City Manager

From: Erika Martinez, Manager, Purchasing

Subject: **RESOLUTION AWARDING A CONTRACT FOR THE WEST WADLEY AVENUE EXTENSION PROJECT TO JONES BROS. DIRT & PAVING CONTRACTORS, INC. OF ODESSA, TEXAS, AT A TOTAL COST OF $6,702,090.50; APPROVING $670,209.05 FOR CONTINGENCIES; APPROVING $50,000.00 FOR PROJECT-RELATED COSTS; TRANSFERRING AND APPROPRIATING FUNDS; AND AUTHORIZING PAYMENT (DISTRICT 4) (GENERAL SERVICES)**

Purpose:

Resolution awarding a contract for the West Wadley Avenue Extension Project to Jones Bros. Dirt & Paving Contractors, Inc. of Odessa, Texas for the Engineering Services Department for the amount of $6,702,090.50; approving $670,209.05 for contingencies; approving $50,000.00 for project related expenses; and transferring and appropriating funds; and authorizing payment.

Recommended City Council Action:

Approve

Fiscal Impact:

Funding of $805,202.54 is available in the Wadley Ave Extension Phase 1 Project. Funding of $500,000 is available in the Drainage Fund unappropriated fund balance and will be transferred and appropriated to a project for said purpose. Funding of $6,117,097.01 is available in the FY23 General Fund operating budget and will be transferred and appropriated to a project for said purposes

Discussion:

The City Manager approved plans and specifications and authorized advertisement for bids for the West Wadley Avenue Extension Project for the Engineering Services Department. The bid

request was sent to sixty-two (62) companies. We received two (2) bids. Staff recommends awarding a contract to Jones Bros. Dirt & Paving Contractors, Inc. for the amount of $6,702,090.50. The project timeline is projected at 240 calendar days. Please see the attached memo from Jose Ortiz, Engineering Services Director, for more information.

Therefore, please consider a resolution awarding a contract for the West Wadley Avenue Extension Project for the Engineering Services Department to Jones Bros. Dirt & Paving Contractors, Inc. of Odessa, Texas for the amount of $6,702,090.50, approving $670,209.05 for contingencies, approving $50,000.00 for project related expenses for a total cost of $7,422,299.55; and transferring and appropriating funds; and authorizing payment.

Tina Daugherty
City Manager's Office

INTEROFFICE MEMORANDUM

TO: Erika Martinez; City of Midland, Purchasing Manager

FROM: Jose E. Ortiz, P.E.; City of Midland, Director – Engineering Services

SUBJECT: W. Wadley Avenue Extension Project ♦ Engr. Project No. P20-03 ♦ Bid Tabulation ♦ Funding #_____

DATE: January 10, 2023

Erika,

Engineering staff has reviewed the bid tabulation for the W. Wadley Avenue Extension project. Jones Bros. Dirt & Paving Contractors, Inc. of Odessa, Texas, is the apparent successful low bidder. Staff recommends awarding the W. Wadley Avenue Extension project to Jones Bros. Dirt & Paving Contractors, Inc.

Jones Bros. Dirt & Paving Contractors, Inc. has an established history with the City of Midland of performing work of similar scale and scope to the W. Wadley Avenue Extension project. Furthermore, the unit prices appear to be in line with current pricing trends.

Funding is available for this project.

To cover the base bid amount, a 10% contingency to cover additional changes that may occur during construction, and an additional fee to facilitate the contract (i.e. TDLR inspections, project administration, material testing services, etc.), the total amount made available for the project would be **$7,422,299.55**.

The agreement specifies a construction period of 240 calendar days beginning within 15 calendar days of a written notice to proceed for construction.

Jose E. Ortiz, P.E.
Director – Engineering Services

Cc: Bobby Wojciechowski
Madison Brasuell
Regina Stephenson

RESOLUTION NO. _____

RESOLUTION AWARDING A CONTRACT FOR THE WEST WADLEY AVENUE EXTENSION PROJECT TO JONES BROS. DIRT & PAVING CONTRACTORS, INC. OF ODESSA, TEXAS, AT A TOTAL COST OF $6,702,090.50; APPROVING $670,209.05 FOR CONTINGENCIES; APPROVING $50,000.00 FOR PROJECT-RELATED COSTS; TRANSFERRING AND APPROPRIATING FUNDS; AND AUTHORIZING PAYMENT

WHEREAS, the City Manager approved the plans and specifications and advertised for competitive bids for the West Wadley Avenue Extension Project (the "Project"); and

WHEREAS, Bid No. 23001158 was opened on November 30, 2022, with the lowest responsible bidder being Jones Bros. Dirt & Paving Contractors, Inc. of Odessa, Texas ("Contractor"), having submitted a bid of $6,702,090.50 as shown on the bid tabulation attached hereto as Exhibit "A" and incorporated herein for all legal purposes; and

WHEREAS, the total cost of the work to be completed, according to the previously advertised plans and specifications and the unit prices in Exhibit "A", shall not exceed $6,702,090.50; and

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

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

SECTION ONE. That the Mayor and City Secretary are hereby authorized and directed to execute and attest, respectively, on behalf of the City of Midland, a contract with Contractor for said Project at a total cost of $6,702,090.50, said contract being on file in the office of the City Secretary, referenced by the date and number of this resolution.

SECTION TWO. That the City Manager is hereby authorized and directed to execute, on behalf of the City of Midland, change orders to said contract if (1) each change order involves a decrease or an increase of $50,000.00 or less and (2) the change orders, in total, do not increase the original contract price by more than $670,209.05.

SECTION THREE. That the sum of $805,202.54 is available in the Wadley Ave Extension Phase 1 Project, and the sum of $6,617,097.01 shall be transferred and appropriated to a project account for said Project as follows:

A. $500,000.00 from the Drainage Fund unappropriated fund balance; and

B. $6,117,097.01 from the FY23 General Fund operating budget.

The sum of $670,209.05 is approved for contract contingencies, and the sum of $50,000.00 is approved for Project-related costs.

SECTION FOUR. That the City Comptroller is hereby authorized and directed to pay Contractor pursuant to the terms of said contract and change orders executed in accordance with this resolution in an amount not to exceed $7,372,299.55 from funds available as described in Section Three hereof upon receipt of proper invoices or statements approved by the City Manager.

On motion of Council member _____, seconded by Council member _____, the above and foregoing resolution was adopted by the City Council of the City of Midland at a regular meeting on the _____ day of _____, A.D., 2023, by the following vote:

Council members voting "AYE":

Council members voting "NAY":

_____
Lori Merritt Blong, Mayor

ATTEST:

_____
Amy M. Turner, City Secretary

RECOMMENDED AND APPROVED:

_____
Robert Patrick, City Manager

APPROVED AS TO CONTENT
AND COMPLETENESS:

_____
Regina Stephenson, General Services Director

_____
Jose Ortiz, Engineering Services Director

APPROVED ONLY AS TO FORM:

_____
John Ohnemiller, City Attorney

EXHIBIT "A"

P20-03 W. Wadley Avenue Extension Project

City of Midland - Engineering Services; November 30, 2022

BID TAB					Jones Bros		Reece Albert	
Bid Item	Pay Note	Description	Quantity	Units	Unit Price	Actual Bid Total	Unit Price	Actual Bid Total
					Base Bid: Miscellaneous Items		**Base Bid: Miscellaneous Items**	
1	M1	Mobilization	1	LS	$850,000.00	$850,000.00	$463,097.64	$463,097.64
2	M2	Erosion/Sediment Control	1	LS	$58,500.00	$58,500.00	$103,619.84	$103,619.84
3	M3	Traffic Control	1	LS	$12,000.00	$12,000.00	$37,300.35	$37,300.35
4	M4	Job Site Safety	1	LS	$50,000.00	$50,000.00	$67,077.33	$67,077.33
					Subtotal	**$970,500.00**	**Subtotal**	**$671,095.16**
					Base Bid: Demolition Items		**Base Bid: Demolition Items**	
1	D1	Preparation of Right-of-Way	55	STA	$1,850.00	$101,750.00	$2,036.76	$112,021.80
2	D2	Unclassified Roadway Excavation	18781	CY	$10.67	$200,393.27	$16.43	$308,571.83
3	D2	Unclassified Channel Excavation	33843	CY	$16.30	$551,640.90	$24.55	$830,845.65
4	D3	Removal & Disposal of Existing Unclassified Asphalt	1896	SY	$13.91	$26,373.36	$3.54	$6,711.84
5	D4	Removal & Disposal of Existing Unclassified Concrete Pavement	80	SY	$80.00	$6,400.00	$32.45	$2,596.00
6	D5	Removal & Disposal of Existing Concrete Curb & Gutter	358	LF	$16.00	$5,728.00	$13.98	$223.68
10	D6	Removal & Disposal of Existing Fence	2661	LF	$6.46	$17,190.06	$1.60	$4,257.60
					Subtotal	**$909,475.59**	**Subtotal**	**$1,265,228.40**
					Base Bid: Storm Drain Items		**Base Bid: Storm Drain Items**	
1	SD1	Unclassified Channel Embankment (Density Controlled)	160	CY	$60.00	$9,600.00	$24.00	$3,840.00
2	SD2	24" Reinforced Concrete Pipe (RCP) Storm Drain	1103	LF	$193.60	$213,540.80	$276.71	$305,211.13
3	SD2	36" Reinforced Concrete Pipe (RCP) Storm Drain	875	LF	$294.80	$257,950.00	$582.55	$509,731.25
4	SD2	48" Reinforced Concrete Pipe (RCP) Storm Drain	938	LF	$431.20	$404,465.60	$873.83	$819,652.54
5	SD2	24" ASTM F2619 HDPE Storm Drain Force Main	63	LF	$281.60	$17,740.80	$669.94	$42,206.22
6	SD2	36" ASTM F2619 HDPE Storm Drain Force Main	34	LF	$590.70	$20,083.80	$1,252.49	$42,584.66
7	SD3	5' Reinforced Concrete Curb Inlet (Left)	5	EA	$17,127.00	$85,635.00	$14,272.58	$71,362.90
8	SD3	5' Reinforced Concrete Curb Inlet (Right)	1	EA	$17,127.00	$17,127.00	$14,272.58	$14,272.58
9	SD3	5' Reinforced Concrete Curb Inlet (Both)	2	EA	$18,414.00	$36,828.00	$14,272.58	$28,545.16
10	SD3	20' Reinforced Concrete Curb Inlet	2	EA	$22,621.50	$45,243.00	$33,205.59	$66,411.18
11	SD4	6" Concrete Rip-Rap	64	CY	$181.50	$11,616.00	$1,103.94	$70,652.16
12	SD5	12" Waterline Lowering	1	EA	$30,250.00	$30,250.00	$29,418.98	$29,418.98
					Subtotal	**$1,150,080.00**	**Subtotal**	**$2,003,888.76**
					Base Bid: Structural Items		**Base Bid: Structural Items**	
1	ST1	Wire Fence	3587	LF	$8.25	$29,592.75	$7.78	$27,906.86
2	ST1	Panel Gate	1	EA	$2,100.00	$2,100.00	$4,540.64	$4,540.64
					Subtotal	**$31,692.75**	**Subtotal**	**$32,447.50**
					Base Bid: Paving Items		**Base Bid: Paving Items**	
1	P1	Subgrade Preparation (Depth ≤ 8")	44375	SY	$2.65	$117,593.75	$2.91	$129,131.25
2	P2	Unclassified Embankment (Density Controlled)	12501	CY	$10.37	$129,635.37	$9.29	$116,134.29
3	P3	2" Type D HMAC Asphalt Pavement Surface Course (PG70-22, 110 LBS/SY @1" Thick)	4331	TON	$110.09	$476,799.79	$170.54	$738,608.74
4	P4	3" Type D HMAC Asphalt Pavement Surface Course (PG64-22, 110 LBS/SY @1" Thick)	6494	TON	$110.09	$714,924.46	$150.60	$977,996.40
5	P5	12" Flexible Base (Type A, Grade 4)	44375	SY	$14.41	$639,443.75	$22.52	$999,325.00
6	P6	Bituminous Prime Coat (MC-30, 0.20 Gal / SY)	13314	GAL	$5.40	$71,895.60	$3.78	$50,326.92
7	P7	Tack Coat (MC-30, 0.10 Gal / SY)	3766	GAL	$4.20	$15,817.20	$4.22	$15,892.52
8	P8	6.5" Concrete Median	1	LS	$835,000.00	$835,000.00	$1,508,055.00	$1,508,055.00
9	P9	6" Concrete Valley Gutter	89	SY	$185.00	$16,465.00	$110.22	$9,809.58
10	P10	6" Commercial Concrete Driveway Approach	293	SY	$115.50	$33,841.50	$115.82	$33,935.26
11	P11	Type A Concrete Curb & Gutter	10728	LF	$25.85	$277,318.80	$25.25	$270,882.00
12	P11	Type C Concrete Curb & Gutter	8325	LF	$25.85	$215,201.25	$25.53	$212,537.25
13	P11	Sawtooth Curb & Gutter	80	LF	$49.50	$3,960.00	$89.06	$7,124.80
14	P12	Microsurfacing	7806	SY	$4.50	$35,127.00	$11.65	$90,939.90
15	P13	Fire Hydrant Relocation	1	EA	$10,780.00	$10,780.00	$5,097.35	$5,097.35
16	P14	Manhole Ring & Cover Adjustment	4	EA	$1,760.00	$7,040.00	$1,398.18	$5,592.72
					Subtotal	**$3,600,843.47**	**Subtotal**	**$5,171,388.98**
					Base Bid: Traffic Items		**Base Bid: Traffic Items**	
1	T1	Retroreflectorized Pavement Markings, TxDOT Item 666 (4" White, Solid)	12608	LF	$0.83	$10,464.64	$1.62	$20,424.96
2	T1	Retroreflectorized Pavement Markings, TxDOT Item 666 (4" White, Broken)	3212	LF	$1.10	$3,533.20	$1.70	$5,460.40
3	T1	Retroreflectorized Pavement Markings, TxDOT Item 666 (8" White, Solid)	1212	LF	$2.20	$2,666.40	$2.11	$2,557.32
4	T1	Retroreflectorized Pavement Markings, TxDOT Item 666 (24" White, Solid)	25	LF	$13.20	$330.00	$11.65	$291.25
5	T1	Retroreflectorized Pavement Markings, TxDOT Item 666 (4" White, Dot)	100	LF	$2.20	$220.00	$2.18	$218.00
6	T1	Retroreflectorized Pavement Markings, TxDOT Item 666 (4" Yellow, Solid)	4365	LF	$0.83	$3,622.95	$1.81	$7,900.65
7	T1	Retroreflectorized Pavement Markings, TxDOT Item 666 (4" Yellow, Broken)	1155	LF	$1.10	$1,270.50	$1.81	$2,090.55
8	T2	Prefabricated Pavement Markings, (White, Arrow Symbol)	3	EA	$495.00	$1,485.00	$393.22	$1,179.66
9	T2	Prefabricated Pavement Markings, (White, Bike Lane Symbol)	3	EA	$495.00	$1,485.00	$400.51	$1,201.53
10	T2	Prefabricated Pavement Markings, (White, Pavement Letter Symbol)	3	EA	$660.00	$1,980.00	$458.76	$1,376.28
11	T2	Prefabricated Pavement Markings, (Yellow, Median Nose Symbol)	4	EA	$275.00	$1,100.00	$754.41	$3,017.64
12	T3	Small Sign Assembly	9	EA	$990.00	$8,910.00	$1,310.75	$11,796.75
13	T4	Retroreflective Raised Pavement Marker TY I-C	162	EA	$11.00	$1,782.00	$7.28	$1,179.36
16	T4	Retroreflective Raised Pavement Marker TY II-A-A	59	EA	$11.00	$649.00	$7.28	$429.52
					Subtotal	**$39,498.69**	**Subtotal**	**$59,123.87**
					Base Bid Total =	**$6,702,090.50**	**Base Bid Total =**	**$9,203,172.67**

MIDLAND
Engineering Services

SPECIFICATIONS

Project Name: W. Wadley Avenue Extension Project
Project Number: P20-03

MAYOR

Patrick Payton

COUNCIL MEMBERS

District 1	Scott Dufford	District 3	Jack Ladd
District 2	John Norman	District 4	Lori Blong
At-Large	Dan Corrales	At Large	Robin Poole

CITY ENGINEER

Jose E. Ortiz, P.E.

STATE OF TEXAS
JOSE E. ORTIZ
144201
LICENSED
PROFESSIONAL ENGINEER
11/1/2022

Prepared by City of Midland, Texas
Engineering Services Division

November 2022

NOTICE TO BIDDERS

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

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

If bid packets are delivered in person then bidders must drop the bid packets off at the first-floor front desk of City Hall before the bid opening deadline.

Sealed proposals, addressed to the Mayor and City Council of the City of Midland, Texas, for the furnishing of materials and labor together with other miscellaneous and appurtenant work will be received at the office of the City Secretary, City Hall, Midland, Texas, until 2:00 p.m. on the 30th day of November 2022, and publicly opened and read aloud at that time.

Delivery of Submittals

Bid packets must be received in the City Secretary's Office no later than November 30th, 2022 at 2:00 p.m. Bidders are responsible for the means of timely delivering the bid packet. Delays due to any instrumentality used to transmit the bid packet (e.g., delay occasioned by a bidder, City's internal mailing system, etc.) are the sole responsibility of the bidder. **Late bid packets will not be accepted under any circumstances.**

ATTENTION: The public bid opening will be in the City of Midland Basement Conference Room.

The Proposed Work provides for the furnishing of materials and labor for Wadley Avenue Extension together with other miscellaneous and appurtenant work.

ATTENTION: A NON-MANDATORY PRE-BID MEETING will be held at **2:00 p.m**. on Wednesday , November 16th, 2022 in the basement conference room of City Hall, 300 N. Loraine Street, Midland, Texas. Bidders may attend the meeting in person.

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

bwojciechowski@midlandtexas.gov

The deadline for submitting additional questions after the Non-Mandatory Pre-Bid Meeting is Noon on Friday, November 18, 2022. Questions submitted before the Noon deadline will be included in the Addendum that will go out that same day along with all discussion items, questions, answers, and any new information resulting from the Non-Mandatory Pre-Bid Meeting. Questions submitted after the Noon deadline will not receive any additional information and will instead only be directed to the information already provided.

Bids will be received on a unit price basis.

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

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

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

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

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

WAIVER OF ATTORNEY FEES

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

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

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

WAIVER

BIDDER’S WAIVER:

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

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

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

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

4. **AWARD OF THE CONTRACT**

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

City of Midland

Amy Turner
City Secretary

Form Revised November 2022

INSTRUCTION AND INFORMATION FOR BIDDERS

1. LOCATION AND EXTENT OF WORK

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

The location and details for the construction and related work are shown upon a set of drawings dated October 31, 2022 and numbered from 1 (1) through 144 (144) inclusive. These drawings and plans, together with the specifications, form a part of the Contract. Where figures are shown on the drawings, they shall take precedence over scaled distances and dimensions.

2. TIME AND PLACE OF RECEIVING BIDS

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

3. PREPARATION OF BID FORM

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

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

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

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

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

4. EXAMINATION OF SITE, DRAWINGS, ETC

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

5. WITHDRAWAL OF BIDS

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

6. AGREEMENT AND BONDS

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

7. INTERPRETATION OF PLANS AND DOCUMENTS

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

8. BIDDERS INTERESTED IN MORE THAN ONE BID

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

9. AWARD OF CONTRACT

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

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

10. OPENING OF BIDS

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

11. COMPARISON OF BIDS

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

12. BID GUARANTY

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

13. CONTRACT DOCUMENTS

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

14. TIME ELEMENT

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

15. PAYMENTS

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

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

Revised November 2022

NOTICE TO BIDDERS

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

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

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

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

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

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

IMPORTANT NOTICE

Conflict Of Interest Reporting Requirements

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

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

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

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

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

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

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

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

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

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

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

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

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

OFFICE USE ONLY

Date Received

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

Jones Bros. Dirt & Paving Contractors, Inc.

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

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

_____

Name of Officer

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

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

☐ Yes ☐ No

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

☐ Yes ☐ No

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

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

7

Signature of vendor doing business with the governmental entity

November 30, 2022

Date

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

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

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

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

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

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

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

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

***

(2) the vendor:

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

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

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

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

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

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

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

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

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

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

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

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

(1) the date that the vendor:

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

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

(2) the date the vendor becomes aware:

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

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

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

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

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

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

(1) the lowest bidder; or

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

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

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

Complete all areas below. Incomplete affidavits may be rejected.

Local Business Name: _____

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

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

   Reseller Permit Number: _____

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

   _____

   _____

   _____

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

   _____

   _____

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

   ☐ Yes ☐ No

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

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

Authorized Signature: _____ Date: _____

Printed Name and Title: _____

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 4/26/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Frank Siddons Insurance Agency Fort Worth
2900 Marquita Drive
Fort Worth TX 76116-4016

CONTACT NAME: Lorrie Scott
PHONE (A/C, No, Ext): (817) 737-4943 FAX (A/C, No): (817) 737-4947
E-MAIL ADDRESS: lscott@fsifw.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Starr Indemnity & Liability Co.	38318
INSURER B: Great American Ins. Companies	16691
INSURER C: Texas Mutual Insurance Company	22945
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
Jones Bros. Dirt & Paving Contractors, Inc.
1401 South Grandview Ave
Odessa TX 79761-7144

COVERAGES CERTIFICATE NUMBER: ALOB 22-23 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY [X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [ ] LOC			10000025606212	5/1/2022	5/1/2023	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 300,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
A	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] ALL OWNED AUTOS [ ] SCHEDULED AUTOS [X] HIRED AUTOS [X] NON-OWNED AUTOS [X] MCS 90			10000198569212	5/1/2022	5/1/2023	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) PIP-Basic	$ 1,000,000 $ $ $ $ 2,500
B	[X] UMBRELLA LIAB [X] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [X] RETENTION $ 10,000			Follow Form TUU033270311	5/1/2022	5/1/2023	EACH OCCURRENCE AGGREGATE	$ 10,000,000 $ 10,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [ ] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		TSF-0001185649	5/1/2022	5/1/2023	[X] WC STATU-TORY LIMITS [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
The general liability and auto policies include blanket automatic additional insured endorsements that provide additional insured status to the certificate holder on a primary and non-contributory basis only when there is a written contract between the named insured and the certificate holder that requires such status. The general liability, auto & workers compensation policies include blanket automatic waiver of subrogation endorsements that provide this feature only when there is a written contract between the named insured and the certificate holder that requires it.

CERTIFICATE HOLDER
Sample

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

AUTHORIZED REPRESENTATIVE
Steven Siddons/WBROWN

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 12/06/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Lorrie Scott
Frank Siddons Insurance Agency Fort Worth	PHONE (A/C, No, Ext): (817) 737-4943 FAX (A/C, No): (817) 737-4947
2900 Marquita Drive	E-MAIL ADDRESS: Lorrie@fsifw.com
Fort Worth TX 76116-4016	

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Mt. Hawley Insurance Company	37974
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Jones Bros. Dirt & Paving Contractors, Inc.
1401 South Grandview Ave
Odessa TX 79761-7144

COVERAGES **CERTIFICATE NUMBER:** Pollution 21-22 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	CLAIMS-MADE OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$
	DED RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N						PER STATUTE OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) N/A						E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
A	Commercial Pollution Liability			EGL0009135	12/04/2021	12/04/2022	Per Occurrence	$1,000,000.
							Aggregatge	$3,000,000.
							Deductible Per Claim	$25,000.

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

If required by written contract, the Pollution policy includes a blanket additional insured endorsement on a primary and non-contriburoty basis with a blanket waiver of subrogation in favor of certificate holder as required by written contract.

CERTIFICATE HOLDER

Sample

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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TECHNICAL SPECIFICATIONS

FOR: Wadley Avenue Extension

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

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

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

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

GENERAL CONDITIONS AND PROVISIONS

1. DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

2. CONFLICT OF PROVISIONS

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

3. DUTIES AND RESPONSIBILITIES OF THE CONTRACTOR

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

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

4. TIME ELEMENT

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

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

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

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

5. PAYMENT TO CONTRACTOR

ESTIMATED QUANTITIES:

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

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

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

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

PAYMENT; RETAINAGE:

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

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

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

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

FINAL COMPLETION AND ACCEPTANCE:

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

FINAL PAYMENT:

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

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

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

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

(b) For defective work not remedied.

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

7. CERTIFICATE OF PAYMENT

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

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

8. EXTRA, ADDITIONAL OR OMITTED WORK PAYMENT

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

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

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

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

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

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

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

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

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

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

9. ASSIGNMENT OF CONTRACT

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

10. SUBCONTRACTORS

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

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

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

11. SUSPENSION OF WORK

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

12. RIGHT OF OWNER TO TERMINATE CONTRACT

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

13. RIGHT OF CONTRACTOR TO TERMINATE CONTRACT

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

14. INCIDENTAL WORK

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

15. PERMITS – COMPLIANCE WITH LAW

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

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

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

16. INSPECTION BY OWNER

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

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

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

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

17. PATENTS

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

18. MUTUAL RESPONSIBILITY OF CONTRACTORS

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

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

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

19. NOTICE AND SERVICE THEREOF

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

20. QUALITY OF MATERIALS AND WORKMANSHIP

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

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

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

21. SPECIAL METHODS

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

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

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

23. COVERING WORK

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

24. UNFAVORABLE WEATHER

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

25. ALL WORK SUBJECT TO FINAL INSPECTION

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

26. PUBLIC CONVENIENCE

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

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

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

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

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

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

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

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

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

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

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

27. TRAFFIC CONTROL

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

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

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

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

28. PROTECTION OF NEW WORK

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

29. MONUMENTS OR STAKES

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

30. USE OF COMPLETED PORTIONS

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

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

31. USE OF PREMISES

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

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

32. SAFETY RESTRICTIONS

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

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

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

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

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

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

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

33. INSURANCE REQUIREMENTS AND WORKERS COMPENSATION

INSURANCE REQUIREMENTS

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

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

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

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

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

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

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

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

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

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

34. INDEMNIFICATION

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

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

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

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

35. RELEASE

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

36. INDEPENDENT CONTRACTOR

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

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

37. QUALIFICATIONS FOR EMPLOYMENT

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

38. PAYROLLS OF CONTRACTOR AND SUBCONTRACTORS

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

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

39. POSTING WAGE RATES

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

40. PAYMENT OF EMPLOYEES

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

41. WAGE UNDERPAYMENT AND ADJUSTMENTS

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

42. COMPUTATION OF WAGES ON 8 – HOUR DAY

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

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

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

43. OVERTIME WORK AND WORK ON SUNDAYS AND LEGAL HOLIDAYS

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

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

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

44. CONTRACT SECURITY

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

45. DELAYS

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

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

LATE COMPLETION; LIQUIDATED DAMAGES:

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

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

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

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

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

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

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

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

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

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

46. ERRORS AND OMISSIONS

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

47. SPECIFICATIONS AND DRAWINGS

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

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

48. CONSTRUCTION STAKING

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

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

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

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

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

49. SANITATION

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

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

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

50. WATER FOR CONSTRUCTION

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

51. SEQUENCE AND SPEED OF WORK

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

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

52. INSPECTION AND TESTING OF MATERIAL

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

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

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

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

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

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

53. CONSTRUCTION SCHEDULE

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

54. PROFILES AND ELEVATIONS

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

55. CLEANUP

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

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

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

56. GUARANTEE

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

57. WAIVER OF ATTORNEY FEES:

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

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

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

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

58. GOVERNING LAW AND VENUE

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

59. SOVEREIGN IMMUNITY

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

THERE IS NO WAIVER OF SOVEREIGN IMMUNITY.

60. NO THIRD – PARTY BENEFICIARY

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

61. NOTICE OF ALLEGED BREACH; STATUTORY PREREQUISITES

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

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

62. ASSIGNMENT

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

63. FEDERAL WAGE REQUIREMENTS

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

64. PROMPT PAY ACT

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

65. OTHER FEDERAL REQUIREMENTS

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

Updated July 2021

SPECIAL PROVISIONS

ATTENTION: All Bidders are directed to pay special attention to the NOTICE TO BIDDERS section of the bid packet. Bidders have sole responsibility for complying with the current bid process requirements. Bidders also have sole responsibility for verifying that any bid submitted is completed correctly and includes all of the required documentation, including addendums.

1. SCOPE OF WORK:

Included in this Project will be **Wadley Avenue Extension** to be performed as outlined in the Plans and Specifications, which are necessary to satisfactorily complete the work.

The project will include the installation of proposed paving, drainage, and storm drain infrastructure and appurtenances including all necessary mobilization, saw-cutting, pavement removal, milling, excavation, backfill, compaction, form work, pavement placement, inlay and joint sealing. This includes but is not limited to placement of erosion control measures, traffic control, stabilization, utility cover adjustments, coordination with City of Midland staff and organizations such as TxDOT, OSHA, franchise utilities, etc. as needed, One Call (Texas 811) notifications for pending work, notifications to adjacent property owners as directed by City of Midland staff, and all other work to be performed as outlined in the Construction Drawings and Specifications, to satisfactorily complete the work.

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

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

2. ORDER OF PRECEDENCE:

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

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

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

In the Proposal the long-hand dollar amount written in the Description column for each bid item will take precedence over the numerical dollar amount listed in the Unit Price column if there is a discrepancy between the two.

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

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

3. EXAMINATION OF SITE:

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

4. PAYMENT:

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

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

5. SAFETY REQUIREMENTS:

It is the responsibility of the Contractor to follow and comply at all times with Occupational Safety and Health Administration (OSHA) and all other applicable safety regulations and requirements throughout the course of the project's work. The City of Midland reserves the right to require additional safety measures on the project site at any time if they are needed in the opinion of the Engineer for the safety of the work crews or public.

6. SAFETY RESTRICTIONS – WORK NEAR HIGH VOLTAGE LINES:

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

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

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

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

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

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

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

7. TRAFFIC CONTROL:

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

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

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

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

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

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

8. DETOURS:

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

9. PROPERTY AND RIGHT-OF-WAY ACCESS:

Access to adjacent properties must be maintained at all times unless otherwise directed by the Engineer. If the contractor will not be working in an area for a period of one week or more, special care is to be taken to address any unsafe conditions such as excavated areas or obstructions outside the worked area that could be tripping hazards, etc. Contractor must notify affected properties no less than two (2) business days prior to any planned access interruptions.

Contractor must coordinate with the City of Midland regarding any planned access interruptions for public Right-of-Way, or to restore any public infrastructure damaged during construction activities.

10. PROPERTY AND RIGHT-OF-WAY SERVICE:

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

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

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

11. CONSTRUCTION SCHEDULE:

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

12. CONSTRUCTION STAKING:

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

13. SURVEY:

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

14. CONSTRUCTION MATERIALS:

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

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

> Qualifications of Material Sources – Contractor is only to use pavement mixtures that have a proven record of acceptance by the City of Midland, or another Texas municipality, or have a proven record of meeting similar standards for state highway projects.

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

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

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

15. EROSION CONTROL:

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

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

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

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

16. WASTE MATERIAL:

Excess material from excavation and other construction or demolition activity will become the property of the Contractor. Excess excavation will be disposed of at locations secured by the Contractor and if necessary, approved by the Engineer. No material is to be placed on private property or City property without the approval of the Engineer and the property owner. Removal of excess material, excavation, and waste material are ancillary to the project and not paid as a separate item, unless otherwise noted in the Proposal or Pay Notes.

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

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

17. TESTING:

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

Required testing includes:

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

A. Every 50 cubic yards of concrete placed for concrete pavement between street intersections.

B. Every 50 cubic yards of concrete placed for concrete pavement at a street intersection.

C. Every 2 sets of fillets and valley gutters at street approaches. (1 set = 2 fillets and 1 valley gutter)

D. Every 4 alley approaches or driveway approaches.

E. There will be no testing for curb, ramps, and sidewalks.

Concrete Pavement For Trench Repair – A Slump Test is required only if directed by the Engineer for pavement patches that are equal to or greater than 50 cubic yards (roughly equal to an 8' wide by 340' long by 6" thick pavement section). The slump test is to be performed once for every cylinder set (3 cylinders) taken, and no less than 1 cylinder set per day is to be taken for testing when concrete is placed. Test results are to be given to the engineer upon completion of each test. There will be no testing for curb, ramps, and sidewalks.

Asphalt Hot-Mix Pavement – A Nuclear Gauge Density Test is required for either each day that asphalt hot-mix is placed or for every 250 linear feet of asphalt hot-mix pass, whichever results in more frequent testing. The laboratory density limits will be a minimum limit of 96%, a maximum limit of 98%, and an optimum limit of 97%. The acceptable field density range for construction of this project is 93% - 98% with a target density of 95%. Test results are to be given to the Engineer upon completion of each test.

Asphalt Hot-Mix Pavement For Trench Repair – A Nuclear Gauge Density Test is required only if directed by the Engineer for pavement patches that are equal to or greater than 620 square yards (roughly equal to an 8' wide by 700' long pavement section). The laboratory density limits will be a minimum limit of 96%, a maximum limit of 98%, and an optimum limit of 97%. The acceptable field density limit will be a minimum limit of 93%, a maximum limit of 98%, and an optimum limit of 95%. Test results are to be given to the Engineer upon completion of each test.

Water Pipes & Fittings – Perform Pressure Testing and Bacterial Testing (Bac T)/Chlorination testing for all water mains and fire hydrants.

- Pressure Test – Perform test as described in the City of Midland Water Line Specifications, PART 10, Hydrostatic Tests, with the sole difference being that a continuous pressure of 180 pounds per square inch (psi) must be maintained over a continuous period of not less than four (4) hours rather than eight (8) hours. The acceptable field pressure limit will be a minimum 180 psi and a maximum 185 psi. A 2-3 psi drop in the measured pipe pressure during the first two (2) hour period will be acceptable to account for the compression of air within the pipe so long as the minimum and maximum allowed field pressure limits are not exceeded. There can be no variation in the measured pipe pressure during the last two (2) hours of the pressure test.

- Bac T/Chlorination Testing – Perform disinfection and test as described in the City of Midland Water Line Specifications, Part 9, Disinfection Of Pipe Lines.

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

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

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

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

18. COMPLIANCE:

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

19. PERSONNEL:

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

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

20. INTENT OF THE PROPOSAL:

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

21. CONTRACT DEADLINE:

The deadline for substantial completion of this project is __240___ calendar days total starting from the Notice to Proceed date.

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

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

22. WARRANTY PERIOD:

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

23. BID PACKET COMPLETION ITEMS OF NOTE:

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

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

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

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

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

PROPOSAL

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

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

Project Name: Wadley Avenue Extension

Base Bid: Miscellaneous Items				
Item No.	Quantity	Description	Unit Price	Total Amount
1)	1 LS	Mobilization, furnished, installed, complete and in place, for the sum of: Eight Hundred Fifty Thousand dollars and Zero cents per month. (Pay Note M1)	$ 850,000.00	$ 850,000.00
2)	1 LS	Erosion/Sediment Control, furnished, installed, complete and in place, for the sum of: Fifty Eight Thousand Five Hundred dollars and Zero cents per month. (Pay Note M2)	$ 58,500.00	$ 58,500.00
3)	1 LS	Traffic Control, furnished, installed, complete and in place, for the sum of: Twelve Thousand dollars and Zero cents per month. (Pay Note M3)	$ 12,000.00	$ 12,000.00
4)	1 LS	Job Site Safety, furnished, installed, complete and in place, for the sum of: Fifty Thousand dollars and Zero cents per month. (Pay Note M4)	$ 50,000.00	$ 50,000.00
Total Miscellaneous Items 1-4		$ 970,500.00		

Base Bid: Demolition Items				
Item No.	Quantity	Description	Unit Price	Total Amount
1)	55 STA	Preparation of Right-of-Way, complete and in place, for the sum of: One Thousand Eight Hundred Fifty dollars and Zero cents per acre. (Pay Note D1)	$ 1,850.00	$ 101,750.00
2)	18,781 CY	Unclassified Roadway Excavation, complete and in place, for the sum of: Ten dollars and Sixty Seven cents per square yard. (Pay Note D2)	$ 10.67	$ 200,393.27
3)	33,843 CY	Unclassified Channel Excavation, complete and in place, for the sum of: Sixteen dollars and Thirty cents per cubic yard. (Pay Note D2)	$ 16.30	$ 551,640.90
4)	1,896 SY	Removal & Dispose of Existing Unclassified Pavement, complete and in place, for the sum of: Thirteen dollars and Ninety One cents per square yard. (Pay Note D3)	$ 13.91	$ 26,373.36
5)	80 SY	Removal & Dispose of Existing Unclassified Concrete Pavement, complete and in place, for the sum of: Eighty dollars and Zero cents per square yard. (Pay Note D4)	$ 80.00	$ 6,400.00
6)	358 LF	Removal & Dispose of Existing Concrete Curb & Gutter, complete and in place, for the sum of: Sixteen dollars and Zero cents per linear foot. (Pay Note D5)	$ 16.00	$ 5,728.00
7)	2,661 LF	Removal & Disposal of Existing Fence, complete and in place, for the sum of: Six dollars and Forty Six cents per linear foot. (Pay Note D6)	$ 6.46	$ 17,190.06
Total Demolition Items 1-7		$ 909,475.59		

Base Bid: Storm Drain Items				
Item No.	Quantity	Description	Unit Price	Total Amount
1)	160 CY	Unclassified Channel Embankment (Density Controlled), furnished, installed, complete and in place, for the sum of: Sixty dollars and Zero cents per cubic yard. (Pay Note SD1)	$ 60.00	$ 9,600.00
2)	1,103 LF	24" Reinforced Concrete Pipe (RCP), Storm Drain, furnished, installed, complete and in place, for the sum of: One Hundred Ninety Three dollars and Sixty cents per linear foot. (Pay Note SD2)	$ 193.60	$ 213,540.80
3)	875 LF	36" Reinforced Concrete Pipe (RCP), Storm Drain, furnished, installed, complete and in place, for the sum of: Two Hundred Ninety Four dollars and Eighty cents per linear foot. (Pay Note SD2)	$ 294.80	$ 257,950.00
4)	938 LF	48" Reinforced Concrete Pipe (RCP), Storm Drain, furnished, installed, complete and in place, for the sum of: Four Hundred Thirty One dollars and Twenty cents per linear foot. (Pay Note SD2)	$ 431.20	$ 404,465.60
5)	63 LF	24" ASTM F2619, HDPE, Storm Drain Force Main, furnished, installed, complete and in place, for the sum of: Two Hundred Eighty One dollars and Sixty cents per linear foot. (Pay Note SD2)	$ 281.60	$ 17,740.80
6)	34 LF	36" ASTM F2619, HDPE, Storm Drain Force Main, furnished, installed, complete and in place, for the sum of: Five Hundred Ninety dollars and Seventy cents per linear foot. (Pay Note SD2)	$ 590.70	$ 20,083.80

Base Bid: Storm Drain Items				
Item No.	Quantity	Description	Unit Price	Total Amount
7)	5 EA	5' Reinforced Concrete Curb Inlet (Left), furnished, installed, complete and in place, for the sum of: Seventeen Thousand One Hundred Twenty Seven dollars and Zero cents per each. (Pay Note SD3)	$ 17,127.00	$ 85,635.00
8)	1 EA	5' Reinforced Concrete Curb Inlet (Right), furnished, installed, complete and in place, for the sum of: Seventeen Thousand One Hundred Twenty Seven dollars and Zero cents per each. (Pay Note SD3)	$ 17,127.00	$ 17,127.00
9)	2 EA	5' Reinforced Concrete Curb Inlet (Both), furnished, installed, complete and in place, for the sum of: Eighteen Thousand Four Hundred Fourteen dollars and Zero cents per each. (Pay Note SD3)	$ 18,414.00	$ 36,828.00
10)	2 EA	20' Reinforced Concrete Curb Inlet, furnished, installed, complete and in place, for the sum of: Twenty Two Thousand Six Hundred Twenty One dollars and Fifty cents per each. (Pay Note SD3)	$ 22,621.50	$ 45,243.00
11)	64 CY	6" Concrete Rip-Rap, furnished, installed, complete and in place, for the sum of: One Hundred Eighty One dollars and Fifty cents per cubic yard. (Pay Note SD4)	$ 181.50	$ 11,616.00
12)	1 EA	12" Waterline Lowering, furnished, installed, complete and in place, for the sum of: Thirty Thousand Two Hundred Fifty dollars and Zero cents per square yard. (Pay Note SD5)	$ 30,250.00	$ 30,250.00
Total Storm Drain Items 1-12		$ 1,150,080.00		

Base Bid: Structural Items				
Item No.	Quantity	Description	Unit Price	Total Amount
1)	3,587 LF	Wire Fence, furnished, installed, complete and in place, for the sum of: Eight dollars and Twenty Five cents per linear foot. (Pay Note ST1)	$ 8.25	$ 29,592.75
2)	1 EA	Panel Gate, furnished, installed, complete and in place, for the sum of: Two Thousand One Hundred dollars and Zero cents per linear foot. (Pay Note ST1)	$ 2,100.00	$ 2,100.00
Total Structural Items 1-2		$ 31,692.75		

Base Bid: Paving Items				
Item No.	Quantity	Description	Unit Price	Total Amount
1)	44,375 SY	Subgrade Preparation (Depth ≤ 8"), furnished, installed, complete and in place, for the sum of: Two dollars and Sixty Five cents per square yard. (Pay Note P1)	$ 2.65	$ 117,593.75
2)	12,501 CY	Unclassified Embankment (Density Controlled), furnished, installed, complete and in place, for the sum of: Ten dollars and Thirty Seven cents per cubic yard. (Pay Note P2)	$ 10.37	$ 129,635.37
3)	4,331 TON	2" Type D HMAC Asphalt Pavement Surface Course (PG70-22, 110 LBS / SY @ 1" Thick), furnished, installed, complete and in place, for the sum of: One Hundred Ten dollars and Nine cents per ton. (Pay Note P3)	$ 110.09	$ 476,799.79
4)	6,494 TON	3" Type C HMAC Asphalt Pavement Surface Course (PG64-22, 110 LBS / SY @ 1" Thick), furnished, installed, complete and in place, for the sum of: One Hundred Ten dollars and Nine cents per ton. (Pay Note P4)	$ 110.09	$ 714,924.46
5)	44,375 SY	12" Flexible Base (Type A, Grade 4), furnished, installed, complete and in place, for the sum of: Fourteen dollars and Forty One cents per square yard. (Pay Note P5)	$ 14.41	$ 639,443.75
6)	13,314 GAL	Bituminous Prime Coat (MC-30, 0.20 Gal / SY), furnished, installed, complete and in place, for the sum of: Five dollars and Forty cents per gallon. (Pay Note P6)	$ 5.40	$ 71,895.60
7)	3,766 GAL	Tack Coat (MC-30, 0.10 Gal / SY), furnished, installed, complete and in place, for the sum of: Four dollars and Twenty cents per gallon. (Pay Note P7)	$ 4.20	$ 15,817.20

Base Bid: Paving Items				
Item No.	Quantity	Description	Unit Price	Total Amount
8)	1 LS	6" Concrete Median, furnished, installed, complete and in place, for the sum of: Eight Hundred Thirty Five Thousand dollars and Zero cents per square yard. (Pay Note P8)	$ 835,000.00	$ 835,000.00
9)	89 SY	6" Concrete Valley Gutter, furnished, installed, complete and in place, for the sum of: One Hundred Eighty Five dollars and Zero cents per square yard. (Pay Note P9)	$ 185.00	$ 16,465.00
10)	293 SY	6" Commercial Concrete Driveway Approach, furnished, installed, complete and in place, for the sum of: One Hundred Fifteen dollars and Fifty cents per square yard. (Pay Note P10)	$ 115.50	$ 33,841.50
11)	10,728 LF	Type A Concrete Curb & Gutter, furnished, installed, complete and in place, for the sum of: Twenty Five dollars and Eighty Five cents per linear foot. (Pay Note P11)	$ 25.85	$ 277,318.80
12)	8,325 LF	Type C Concrete Curb & Gutter, furnished, installed, complete and in place, for the sum of: Twenty Five dollars and Eighty Five cents per linear foot. (Pay Note P11)	$ 25.85	$ 215,201.25
13)	80 LF	Sawtooth Curb & Gutter, furnished, installed, complete and in place, for the sum of: Forty Nine dollars and Fifty cents per linear foot. (Pay Note P11)	$ 49.50	$ 3,960.00
14)	7,806 SY	Microsurfacing, furnished, installed, complete and in place, for the sum of: Four dollars and Fifty cents per each. (Pay Note P12)	$ 4.50	$ 35,127.00

Base Bid: Paving Items				
Item No.	Quantity	Description	Unit Price	Total Amount
15)	1 EA	Fire Hydrant Relocation, furnished, installed, complete and in place, for the sum of: Ten Thousand Seven Hundred Eighty dollars and Zero cents per each. (Pay Note P13)	$ 10,780.00	$ 10,780.00
16)	4 EA	Manhole Ring & Cover Adjustment, furnished, installed, complete and in place, for the sum of: One Thousand Seven Hundred Sixty dollars and Zero cents per each. (Pay Note P14)	$ 1,760.00	$ 7,040.00
Total Paving Items 1-16		$ 3,600,843.47		

Base Bid: Traffic Items				
Item No.	Quantity	Description	Unit Price	Total Amount
1)	12,608 LF	Retroreflectorized Pavement Markings, TxDOT Item 666 (4" White, Solid), furnished, installed, complete and in place, for the sum of: Zero dollars and Eighty Three cents per linear foot. (Pay Note T1)	$ 0.83	$ 10,464.64
2)	3,212 LF	Retroreflectorized Pavement Markings, TxDOT Item 666 (4" White, Broken), furnished, installed, complete and in place, for the sum of: One dollars and Ten cents per linear foot. (Pay Note T1)	$ 1.10	$ 3,533.20
3)	1,212 LF	Retroreflectorized Pavement Markings, TxDOT Item 666 (8" White, Solid), furnished, installed, complete and in place, for the sum of: Two dollars and Twenty cents per linear foot. (Pay Note T1)	$2.20	$2,666.40
4)	25 LF	Retroreflectorized Pavement Markings, TxDOT Item 666 (24" White, Solid), furnished, installed, complete and in place, for the sum of: Thirteen dollars and Twenty cents per linear foot. (Pay Note T1)	$13.20	$330.00
5)	100 LF	Retroreflectorized Pavement Markings, TxDOT Item 666 (4" White, Dot), furnished, installed, complete and in place, for the sum of: Two dollars and Twenty cents per linear foot. (Pay Note T1)	$2.20	$220.00
6)	4,365 LF	Retroreflectorized Pavement Markings, TxDOT Item 666 (4" Yellow, Solid), furnished, installed, complete and in place, for the sum of: Zero dollars and Eighty Three cents per linear foot. (Pay Note T1)	$ 0.83	$ $3,622.95

Base Bid: Traffic Items				
Item No.	Quantity	Description	Unit Price	Total Amount
7)	1,155 LF	Retroreflectorized Pavement Markings, TxDOT Item 666 (4" Yellow, Broken), furnished, installed, complete and in place, for the sum of: One dollars and Ten cents per linear foot. (Pay Note T1)	$ 1.10	$ 1,270.50
8)	3 EA	Prefabricated Pavement Markings, (White, Arrow Symbol), furnished, installed, complete and in place, for the sum of: Four Hundred Ninety Five dollars and Zero cents per each. (Pay Note T2)	$ 495.00	$ 1,485.00
9)	3 EA	Prefabricated Pavement Markings, (White, Bike Lane Symbol), furnished, installed, complete and in place, for the sum of: Four Hundred Ninety Five dollars and Zero cents per each. (Pay Note T2)	$ 495.00	$ 1,485.00
10)	3 EA	Prefabricated Pavement Markings, (White, Pavement Letter), furnished, installed, complete and in place, for the sum of: Six Hundred Sixty dollars and Zero cents per each. (Pay Note T2)	$ 660.00	$ 1,980.00
11)	4 EA	Prefabricated Pavement Markings, (Yellow, Median Nose), furnished, installed, complete and in place, for the sum of: Two Hundred Seventy Five dollars and Zero cents per each. (Pay Note T2)	$ 275.00	$ 1,100.00
12)	9 EA	Small Sign Assembly, furnished, installed, complete and in place, for the sum of: Nine Hundred Ninety dollars and Zero cents per each. (Pay Note T3)	$ 990.00	$ 8,910.00

Base Bid: Traffic Items				
Item No.	Quantity	Description	Unit Price	Total Amount
13)	162 EA	Retroreflective Raised Pavement Marker TY I-C, furnished, installed, complete and in place, for the sum of: Eleven dollars and Zero cents per each. (Pay Note T4)	$ 11.00	$ $1,782.00
14)	59 EA	Retroreflective Raised Pavement Marker TY II-A-A, furnished, installed, complete and in place, for the sum of: Eleven dollars and Zero cents per each. (Pay Note T4)	$ 11.00	$ 649.00
Total Traffic Items 1-14		$ 39,498.69		

Bid Price For:	
1. Miscellaneous Items	$ 970,500.00
2. Demolition Items	$ 909,475.59
3. Storm Drain Items	$ 1,150,080.00
4. Structural Items	$ 31,692.75
5. Paving Items	$ 3,600,843.47
6. Traffic Items	$ 39,498.69
Total Price	$ 6,702,090.50

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

Six Million, Seven Hundred Two Thousand, Ninety dollars

and Fifty cents total.

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

Bidder agrees to substantially complete all work within 240 calendar days after receipt of notice to proceed.

PUBLIC INFORMATION

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

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

Five Percent of Largest Possible Bid dollars

and _____ cents total. ($ 5% of Largest Possible Bid)

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

Jones Bros. Dirt & Paving Contractors, Inc.
Name of Contractor

Kenneth Ford, Lead Estimator
Submitted By — Print Name and Title

1401 S. Grandview
Mailing Address

Odessa — Texas — 79761
City — State — Zip

PAY NOTES
Wadley Avenue Extension

Bid Item		Pay Quantity Note
Miscellaneous Items		
1	Mobilization	M1
2	Erosion/Sediment Control	M2
3	Traffic Control	M3
4	Job Site Safety	M4
Demolition Items		
1	Preparation of Right-of-Way	D1
2	Unclassified Roadway Excavation	D2
3	Unclassified Channel Excavation	D2
4	Removal & Disposal of Existing Unclassified Pavement	D3
5	Removal & Disposal of Existing Unclassified Concrete Pavement	D4
6	Removal & Disposal of Existing Concrete Curb & Gutter	D5
7	Removal & Disposal of Existing Fence	D6
Storm Drain Items		
1	Unclassified Embankment (Density Controlled)	SD1
2	24" Reinforced Concrete Pipe (RCP), Storm Drain	SD2
3	36" Reinforced Concrete Pipe (RCP), Storm Drain	SD2
4	48" Reinforced Concrete Pipe (RCP), Storm Drain	SD2
5	24" ASTM F2619, HDPE, Storm Drain	SD2
6	36" ASTM F2619, HDPE, Storm Drain	SD2
7	5' Reinforced Concrete Curb Inlet (Left)	SD3
8	5' Reinforced Concrete Curb Inlet (Right)	SD3
9	5' Reinforced Concrete Curb Inlet (Both)	SD3
10	20' Reinforced Concrete Curb Inlet	SD3
11	6" Concrete Rip-Rap	SD4
12	12" Waterline Lowering	SD5
Structural Items		
1	Wire Fence	ST1
2	Panel Gate	ST1
Paving Items		
1	Subgrade Preparation (Depth ≤ 8")	P1
2	Unclassified Embankment (Density Controlled)	P2
3	2" Type D HMAC Asphalt Pavement Surface Course (PG70-22, 115 LBS / SY @ 1" Thick)	P3
4	3" Type C HMAC Asphalt Pavement Surface Course (PG64-22, 115 LBS / SY @ 1" Thick)	P4
5	12" Flexible Base (Type A, Grade 4)	P5
6	Bituminous Prime Coat (MC-30, 0.30 Gal / SY)	P6
7	Tack Coat (MC-30, 0.10 Gal / SY)	P7
8	6" Concrete Median	P8
9	6" Concrete Valley Gutter	P9
10	6" Commercial Concrete Driveway Approach	P10
11	Type A Concrete Curb & Gutter	P11
12	Type C Concrete Curb & Gutter	P11
13	Sawtooth Concrete Curb & Gutter	P11
14	Microsurfacing	P12
15	Fire Hydrant Relocation	P13
16	Manhole Ring & Cover Adjustment	P14

Traffic Items

1	Retroreflectorized Pavement Markings, TxDOT Item 666 (4" White, Solid)	T1
2	Retroreflectorized Pavement Markings, TxDOT Item 666 (4" White, Broken)	T1
3	Retroreflectorized Pavement Markings, TxDOT Item 666 (8" White, Solid)	T1
4	Retroreflectorized Pavement Markings, TxDOT Item 666 (24" White, Solid)	T1
5	Retroreflectorized Pavement Markings, TxDOT Item 666 (4" White, Dot)	T1
6	Retroreflectorized Pavement Markings, TxDOT Item 666 (4" Yellow, Solid)	T1
7	Retroreflectorized Pavement Markings, TxDOT Item 666 (4" Yellow, Broken)	T1
8	Prefabricated Pavement Markings (White, Arrow Symbol)	T2
9	Prefabricated Pavement Markings (White, Bike Lane Symbol)	T2
10	Prefabricated Pavement Markings (White, Pavement Letter)	T2
11	Prefabricated Pavement Markings (Yellow, Median Nose)	T2
12	Small Sign Assembly	T3
13	Retroreflective Raised Pavement Marker TY I-C	T4
14	Retroreflective Raised Pavement Marker TY II-A-A	T4

PAY QUANTITY NOTES

M1 Includes the necessary equipment, labor, materials, and incidentals for Mobilization per the construction drawings and TxDOT Standard Specifications Item 500 'Mobilization'. Mobilization shall be bid as lump sum, and paid on a prorated basis for the duration of the construction project.

M2 Includes the necessary equipment, labor, materials, and incidentals to implement Erosion/Sediment Control per the construction drawings and TxDOT Standard Specifications Item 506 'Temporary Erosion, Sedimentation, and Environmental Controls'. Erosion/Sediment Control shall be bid as lump sum, and paid on a prorated basis for the duration of the construction project.

M3 Includes the necessary equipment, labor, materials, and incidentals to implement Traffic Control per the construction drawings and TxDOT Standard Specifications Item 502 'Barricades, Signs, and Traffic Handling.' Traffic Control shall be bid as lump sum, and paid on a prorated basis for the duration of the construction project.

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

D1 Includes the necessary equipment, labor, materials, and incidentals to Prepare Right of Way per the construction drawings and TxDOT standard specification Item 100 'Preparing Right of Way'. Measurement and Payment will be according to TxDOT Item 100 'Preparing Right of Way.'

D2 Includes the necessary equipment, labor, materials, and incidentals for Unclassified Excavation per the construction drawings and City of Midland standards and specifications including unclassified excavation, material removal, and appurtenances. Measurement and payment to be per cubic yard of material removed.

D3 Includes the necessary equipment, labor, materials, and incidentals for the Removal & Disposal of Existing Unclassified Pavement per the construction drawings and City of Midland standards and specifications including all saw-cutting and appurtenances. Depths given are approximate and pavement material is to be removed in its entirety. No additional compensation will be made for increased pavement depth removal. Saw-cut pavement edges are to be full pavement depth, cleanly cut, and clearly defined edges free of breaks. Measurement and payment to be made per square yard of unclassified pavement removed.

D4 Includes the necessary equipment, labor, materials, and incidentals for the Removal & Disposal of Existing Unclassified Concrete Pavement per the construction drawings and City of Midland standards and specifications including all pavement removal, saw-cutting, and appurtenances. Depths given are approximate and pavement material is to be removed in its entirety. No additional compensation will be made for increased pavement depth removal. Measurement and payment to be made per square yard measured along the ground surface.

D5 Includes the necessary equipment, labor, materials, and incidentals for the Removal & Disposal of Existing Concrete Curb & Gutter per the construction drawings and City of Midland standards and specifications, including all appurtenances. Measurement and payment to be made per linear foot.

D6 Includes the necessary equipment, labor, materials, and incidentals to Remove & Dispose of Existing Fence per the construction drawings and TxDOT standard specification Item 496 'Removing Structures'. Measurement and Payment will be according to TxDOT Item 496 'Removing Structures.'

SD1 Includes the necessary equipment, labor, materials, and incidentals for placement of Unclassified Embankment per the construction drawings and City of Midland standards and specifications, including all sprinkling, rolling, correction of soft spots, grading, sloping, compaction, and appurtenances. Measurement and payment to be made per each cubic yard placed.

SD2 Includes the necessary equipment, labor, materials, and incidentals for the installation of Storm Drain per the construction drawings, City of Midland standards and specifications, and manufacturer recommendations including all embedment, detector wire, tracer tape, necessary testing, and appurtenances. Measurement and payment to be made per linear foot measured along the ground surface following the pipe centerline through all structures and appurtenances.

SD3 Includes the necessary equipment, labor, materials, and incidentals to install Reinforced Concrete Curb Inlets per the construction drawings and TxDOT standard specification Item 465 'Junction Boxes, Manholes, and Inlets'. Measurement and Payment will be according to TxDOT Item 465 'Junction Boxes, Manholes, and Inlets'.

SD4 Includes the necessary equipment, labor, materials, and incidentals to install Concrete Riprap per the construction drawings and TxDOT standard specification Item 432 'Riprap'. Measurement and Payment will be according to TxDOT Item 432 'Riprap'.

SD5 Includes the necessary equipment, labor, materials, and incidentals for the installation of Water Line Lowering per the construction drawings and City of Midland standards and specifications, including all embedment, detector wire, tracer tape, joint restraint, thrust blocking, fittings, necessary testing, and appurtenances. Measurement and payment to be made per lump sum.

ST1 Includes the necessary equipment, labor, materials, and incidentals to install Fence and Gate per the construction drawings and TxDOT standard specification Item 552 'Wire Fence'. Measurement and Payment will be according to TxDOT Item 552 'Wire Fence'.

P1 Includes the necessary equipment, labor, materials, and incidentals for Subgrade Preparation per the construction drawings and City of Midland standards and specifications, including all proof-rollling, sub-grade reworking, scarifying, compaction, and appurtenances. Measurement and payment to be made per square yard measured along the ground surface.

P2 Includes the necessary equipment, labor, materials, and incidentals for placement of Unclassified Embankment per the construction drawings and City of Midland standards and specifications, including all sprinkling, rolling, correction of soft spots, grading, sloping, compaction, and appurtenances. Measurement and payment to be made per each cubic yard placed.

P3 Includes the necessary equipment, labor, materials, and incidentals for the placement of Type "D" HMAC Asphalt Pavement Surface Course (PG 70-22, 115 LBS / SY at 1" thick) per the construction drawings and City of Midland standards and specifications, including all placement, compaction, and appurtenances. Measurement and payment to be made per ton of material placed.

P4 Includes the necessary equipment, labor, materials, and incidentals for the placement of Type "C" HMAC Asphalt Pavement Surface Course (PG 64-22, 115 LBS / SY at 1" thick) per the construction drawings and City of Midland standards and specifications, including all placement, compaction, and appurtenances. Measurement and payment to be made per ton of material placed.

P5 Includes the necessary equipment, labor, materials, and incidentals for placement of Flexible Base compacted to 95% Density, ASTM D1557, per the construction drawings and City of Midland standards and specifications including all placement, compaction, and appurtenances. Measurement and payment to be made per square yard measured along the ground surface.

P6 Includes the necessary equipment, labor, materials, and incidentals for application of Bituminous Prime Coat (MC-30, 0.30 GAL / SY) per the construction drawings and City of Midland standards and specifications, including all appurtenances. Measurement and payment to be made per gallon of material applied at the designated rate.

P7 Includes the necessary equipment, labor, materials, and incidentals for application of Tack Coat (MC-30, 0.10 GAL / SY) per the construction drawings and City of Midland standards and specifications, including all appurtenances. Measurement and payment to be made per gallon of material applied at the designated rate.

P8 Includes the necessary equipment, labor, materials, and incidentals for placement of Concrete Median per the construction drawings and City of Midland standards and specifications including all forming, reinforcement, placement, jointing, sealing, finishing, and appurtenances. Measurement and payment to be made per lump sum.

P9 Includes the necessary equipment, labor, materials, and incidentals for placement of Concrete Valley Gutter per the construction drawings and City of Midland standards and specifications including all forming, reinforcement, placement, jointing, sealing, finishing, and appurtenances. Measurement and payment to be made per square yard measured along the ground surface.

P10 Includes the necessary equipment, labor, materials, and incidentals for placement of Concrete Driveway Approach per the construction drawings and City of Midland standards and specifications including all forming, reinforcement, placement, jointing, sealing, finishing, and appurtenances. Pedestrian access ramps at the driveway approach are considered part of the approach and are not a separate bid item. Measurement and payment to be made per square yard measured along the ground surface.

P11 Includes the necessary equipment, labor, materials, and incidentals for placement of Concrete Curb & Gutter per the construction drawings and City of Midland standards and specifications including all forming, reinforcement, placement, jointing, finishing, and appurtenances. Measurement and payment to be made per linear foot measured along the back-of-curb.

P12 Includes the necessary equipment, labor, materials, and incidentals to install Microsurfacing per the construction drawings and TxDOT standard specification Item 350 'Microsurfacing'. Measurement and Payment will be according to TxDOT Item 350 'Microsurfacing'.

P13 Includes the necessary equipment, labor, materials, and incidentals for the installation of Fire Hydrant Relocation per the construction drawings and City of Midland standards and specifications, including all pipe, embedment, detector wire, tracer tape, joint restraint, thrust blocking, fittings, necessary testing, and appurtenances. Measurement and payment to be made per each hydrant relocated.

P14 Includes the necessary equipment, labor, materials, and incidentals for Ring & Cover Adjustment per the construction drawings and City of Midland standards and specifications including all forming, reinforcement, placement, jointing, sealing, finishing, and appurtenances. This includes a minimum 1.0' wide concrete collar whose width is measured from the outer edge of the cover to the outer edge of the concrete ring. Measurement and payment to be made per each adjustment made.

T1 Includes the necessary equipment, labor, materials, and incidentals to install Pavement Markings per the construction drawings and TxDOT standard specification Item 666 'Retroreflectorized Pavement Markings'. Measurement and Payment will be according to TxDOT Item 666 'Retroreflectorized Pavement Markings'.

T2 Includes the necessary equipment, labor, materials, and incidentals to install Small Roadside Sign Assemblies per the construction drawings and TxDOT standard specification Item 644 'Small Roadside Sign Assemblies'. Measurement and Payment will be according to TxDOT Item 644 'Small Roadside Sign Assemblies'

T3 Includes the necessary equipment, labor, materials, and incidentals to install Prefabricated Pavement Markings per the construction drawings and TxDOT standard specification Item 668 'Prefabricated Pavement Markings'. Measurement and Payment will be according to TxDOT Item 668 'Prefabricated Pavement Markings'.

T4 Includes the necessary equipment, labor, materials, and incidentals to install Raised Pavement Markers per the construction drawings and TxDOT standard specification Item 672 'Raised Pavement Markers'. Measurement and Payment will be according to TxDOT Item 672 'Raised Pavement Markers'.

BID BOND

THE STATE OF TEXAS §

COUNTY OF MIDLAND §

SURETY NO 113022

KNOW ALL MEN BY THESE PRESENTS, THAT Jones Bros. Dirt & Paving Contractors, Inc. (Hereinafter called the Principal), as Principal, and National Fire Insurance Company of Hartford (Hereinafter called the Surety, as Surety, are held and firmly bound unto the City of Midland, Texas a home rule municipal corporation of Midland County, Texas, (hereinafter called the Obligee), in the amount of Five Percent (5%) of the Largest Possible Bid Dollars ($ 5%) for the payment whereof the said Principal and surety bind themselves, and their heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a Bid or Proposal to enter into a certain written contract for the construction of Wadley Avenue Extension Project Number: P20-03.

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

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

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

IN WITNESS WHEREOF, the said Principal and surety do sign and seal this instrument, this 30th day of November, 2022.

Jones Bros. Dirt & Paving Contractors, Inc.
Principal

By _____

Address 1401 S Grandview Ave.

Odessa, TX 79761

National Fire Insurance Company of Hartford
Surety

By _____
Linda K. Edwards, Attorney-in-Fact

Address 151 N. Franklin St.

Chicago, IL 60606

APPROVED AS TO FORM:

_____
City Attorney

NOTE: Attach Power of Attorney

Form Revised November 2022

BidB 2

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That Continental Casualty Company, an Illinois insurance company, National Fire Insurance Company of Hartford, an Illinois insurance company, and American Casualty Company of Reading, Pennsylvania, a Pennsylvania insurance company (herein called "the CNA Companies"), are duly organized and existing insurance companies having their principal offices in the City of Chicago, and State of Illinois, and that they do by virtue of the signatures and seals herein affixed hereby make, constitute and appoint

Linda K Edwards, Steven B Siddons, Shirong Chen, Lorrie E Scott, Teresa Ayala, Individually

of Fort Worth, TX, their true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on their behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind them thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of their insurance companies and all the acts of said Attorney, pursuant to the authority hereby given is hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law and Resolutions, printed on the reverse hereof, duly adopted, as indicated, by the Boards of Directors of the insurance companies.

In Witness Whereof, the CNA Companies have caused these presents to be signed by their Vice President and their corporate seals to be hereto affixed on this 15th day of July, 2022.

Continental Casualty Company
National Fire Insurance Company of Hartford
American Casualty Company of Reading, Pennsylvania

Paul T. Bruflat — Vice President

State of South Dakota, County of Minnehaha, ss:

On this 15th day of July, 2022, before me personally came Paul T. Bruflat to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is a Vice President of Continental Casualty Company, an Illinois insurance company, National Fire Insurance Company of Hartford, an Illinois insurance company, and American Casualty Company of Reading, Pennsylvania, a Pennsylvania insurance company described in and which executed the above instrument; that he knows the seals of said insurance companies; that the seals affixed to the said instrument are such corporate seals; that they were so affixed pursuant to authority given by the Boards of Directors of said insurance companies and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said insurance companies.

J. MOHR
NOTARY PUBLIC
SOUTH DAKOTA

My Commission Expires June 23, 2027

J. Mohr — Notary Public

CERTIFICATE

I, D. Johnson, Assistant Secretary of Continental Casualty Company, an Illinois insurance company, National Fire Insurance Company of Hartford, an Illinois insurance company, and American Casualty Company of Reading, Pennsylvania, a Pennsylvania insurance company do hereby certify that the Power of Attorney herein above set forth is still in force, and further certify that the By-Law and Resolution of the Board of Directors of the insurance companies printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said insurance companies this 30th day of November, 2022.

Continental Casualty Company
National Fire Insurance Company of Hartford
American Casualty Company of Reading, Pennsylvania

D. Johnson — Assistant Secretary

Form F6853-4/2012

Go to www.cnasurety.com > Owner / Obligee Services > Validate Bond Coverage, if you want to verify bond authenticity.

Authorizing By-Laws and Resolutions

ADOPTED BY THE BOARD OF DIRECTORS OF CONTINENTAL CASUALTY COMPANY:

This Power of Attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the Board of Directors of the Company at a meeting held on May 12, 1995:

"RESOLVED: That any Senior or Group Vice President may authorize an officer to sign specific documents, agreements and instruments on behalf of the Company provided that the name of such authorized officer and a description of the documents, agreements or instruments that such officer may sign will be provided in writing by the Senior or Group Vice President to the Secretary of the Company prior to such execution becoming effective."

This Power of Attorney is signed by Paul T. Bruflat, Vice President, who has been authorized pursuant to the above resolution to execute power of attorneys on behalf of Continental Casualty Company.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 25th day of April, 2012:

"Whereas, the bylaws of the Company or specific resolution of the Board of Directors has authorized various officers (the "Authorized Officers") to execute various policies, bonds, undertakings and other obligatory instruments of like nature; and

Whereas, from time to time, the signature of the Authorized Officers, in addition to being provided in original, hard copy format, may be provided via facsimile or otherwise in an electronic format (collectively, "Electronic Signatures"); Now therefore be it resolved: that the Electronic Signature of any Authorized Officer shall be valid and binding on the Company."

ADOPTED BY THE BOARD OF DIRECTORS OF NATIONAL FIRE INSURANCE COMPANY OF HARTFORD:

This Power of Attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the Board of Directors of the Company by unanimous written consent dated May 10, 1995:

"RESOLVED: That any Senior or Group Vice President may authorize an officer to sign specific documents, agreements and instruments on behalf of the Company provided that the name of such authorized officer and a description of the documents, agreements or instruments that such officer may sign will be provided in writing by the Senior or Group Vice President to the Secretary of the Company prior to such execution becoming effective."

This Power of Attorney is signed by Paul T. Bruflat, Vice President, who has been authorized pursuant to the above resolution to execute power of attorneys on behalf of National fire Insurance Company of Hartford.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 25th day of April, 2012:

"Whereas, the bylaws of the Company or specific resolution of the Board of Directors has authorized various officers (the "Authorized Officers") to execute various policies, bonds, undertakings and other obligatory instruments of like nature; and

Whereas, from time to time, the signature of the Authorized Officers, in addition to being provided in original, hard copy format, may be provided via facsimile or otherwise in an electronic format (collectively, "Electronic Signatures"); Now therefore be it resolved: that the Electronic Signature of any Authorized Officer shall be valid and binding on the Company."

ADOPTED BY THE BOARD OF DIRECTORS OF AMERICAN CASUALTY COMPANY OF READING, PENNSYLVANIA:

This Power of Attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the Board of Directors of the Company by unanimous written consent dated May 10, 1995:

"RESOLVED: That any Senior or Group Vice President may authorize an officer to sign specific documents, agreements and instruments on behalf of the Company provided that the name of such authorized officer and a description of the documents, agreements or instruments that such officer may sign will be provided in writing by the Senior or Group Vice President to the Secretary of the Company prior to such execution becoming effective."

This Power of Attorney is signed by Paul T. Bruflat, Vice President, who has been authorized pursuant to the above resolution to execute power of attorneys on behalf of American Casualty Company of Reading, Pennsylvania.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 25th day of April, 2012:

"Whereas, the bylaws of the Company or specific resolution of the Board of Directors has authorized various officers (the "Authorized Officers") to execute various policies, bonds, undertakings and other obligatory instruments of like nature; and

Whereas, from time to time, the signature of the Authorized Officers, in addition to being provided in original, hard copy format, may be provided via facsimile or otherwise in an electronic format (collectively, "Electronic Signatures"); Now therefore be it resolved: that the Electronic Signature of any Authorized Officer shall be valid and binding on the Company."

CONTRACT

THE STATE OF TEXAS §

COUNTY OF MIDLAND §

THIS CONTRACT, made and entered into this 11th day of January, 2023, by and between the City of Midland of the County of Midland and State of Texas, acting through its Mayor thereunto duly authorized so to do, Party of the First Part, hereinafter termed OWNER, and

Jones Bros. Dirt & Paving Contractors, Inc. of the City Odessa,

County of Ector, State of Texas, Party of the Second Part, herein-after termed CONTRACTOR.

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the Party of the first Part (OWNER), and under the conditions expressed in the bond bearing even date herewith, the said Party of the Second Part (CONTRACTOR), hereby agrees with the said Party of the First Part (OWNER) to commence and complete the construction of certain improvements described as follows: Wadley Avenue Extension together with appurtenances and incidentals.

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

The CONTRACTOR hereby agrees to commence work within fifteen (15) calendar days after the written notice to do so and to substantially complete the same within 240 calendar days after receipt of notice to proceed, subject to such extensions of time as are provided by the General and Special Conditions.

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

The SUM TOTAL of this Contract shall be: 6,702,090 Dollars and 50 cents.

INSURANCE

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

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

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

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

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

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

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

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

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

WAIVER OF ATTORNEY FEES

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

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

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

SOVEREIGN IMMUNITY

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

THERE IS NO WAIVER OF SOVEREIGN IMMUNITY.

GOVERNING LAW AND VENUE

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

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

VERIFICATION

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

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

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

RECORDS RETENTION AND PRODUCTION OF INFORMATION

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

PUBLIC INFORMATION

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

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

Parties of the First Part (Owner)

By: _____
Lori Blong, Mayor

ATTEST:

_____
Amy Turner, City Secretary

APPROVED ONLY AS TO FORM:

By: _____
John Ohnemiller, City Attorney

By: _____
Party of the Second Part (CONTRACTOR)

By: _____
Title

THE STATE OF _____ §

COUNTY OF _____ §

BEFORE ME, the undersigned authority, on this _____ day of _____, 20__ personally appeared _____, an officer of Jones Bros. Dirt & Paving Contractors, Inc., known to me to be the person and official whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same as an act and deed of said corporation, for the purposes and consideration therein expressed, and in the capacity therein stated.

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

_____
Notary Public

Form Revised January 2023

PERFORMANCE BOND

THE STATE OF TEXAS §

COUNTY OF MIDLAND § SURETY NO _____

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

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

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

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

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

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

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

APPROVED AS TO FORM:

_____

City Attorney

NOTE: Attach Power of Attorney

PAYMENT BOND

THE STATE OF TEXAS §

COUNTY OF MIDLAND § SURETY NO _____

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

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

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

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

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

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

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

APPROVED AS TO FORM:

_____

City Attorney

NOTE: Attach Power of Attorney

Form Revised November 2022

CERTIFICATE OF PAYMENT

THE STATE OF TEXAS §

COUNTY OF MIDLAND §

_____Wadley Avenue Extension_____

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

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

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

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

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

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

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

_____
Signature

_____
Typed or Printed Name

_____
Title

_____
Name of Company

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

_____
Notary Public, State of Texas

_____
Typed or printed name

_____
My Commission expires:

Form Revised November 2022

City of Midland Specifications

PREPARATION OF RIGHT OF WAY

1. GENERAL

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

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

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

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

2. CONSTRUCTION METHODS

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

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

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

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

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

EXCAVATION, EMBANKMENT AND PREPARATION OF SUBGRADE

1. GENERAL

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

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

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

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

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

2. CONSTRUCTION METHODS

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

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

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

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

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

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

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

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

08/07

CONCRETE CURB AND GUTTER, SIDEWALKS AND DRIVEWAYS,

VALLEY GUTTERS, CENTER DRAINS AND RIP RAP

1. GENERAL

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

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

2. MATERIALS

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

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

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

The contractor, at his option, may use fiber reinforcing in lieu of the wire mesh for all concrete slab on grade. When fiber reinforcing is used, it shall be "Fiber Mesh" or "Caprolan RC" or approved equal. The material and rate of application shall be approved by the Engineer prior to its use.

Expansion Joints - Bituminous pre-molded joint filler shall be composed of top grade fiber, treated by special impregnation system with water repellent bituminous materials. It shall be a non-extruding type, resilient, expanding on release of compression, preventing open joint crevices. The pre-molded joint filler shall be of such character, that it will not be deformed by handling during hot weather, nor shall it become brittle in cold weather. It shall be free from visible external defects such as holes, ragged or untrue edges, breaks, cracks or tears. It may be covered on both sides with paper to facilitate handling.

The joint filler shall be accurately cut to the dimensions and shapes required. It shall be of the thickness required by the plans, or as specified elsewhere.

3. CONSTRUCTION METHODS

GENERAL

No concrete shall be placed when, in the Engineers opinion, weather or other conditions would be detrimental to the structure placed. No concrete shall be placed on grade when the ground temperature is 35° F or lower. Concrete may be placed when the ground temperature is rising from 35° F. Concrete placed in cold weather shall be protected from freezing for 72 hours after being placed.

CURB AND GUTTER

EXCAVATION AND SUBGRADE - Excavation for curb, gutter, and combined curb and gutter shall be done with the subgrade excavation for the street. Street subgrade shall extend from six inches (6") back of curb to (6") back of curb and shall be compacted for a full width to a minimum of 95% AASHTO T180-61. Where subgrade is more than three inches (3") below bottom of curb, fill shall be compacted caliche base constructed from six inches (6") back of curb to six inches (6") back of curb as specified for base course.

Whenever subgrade or base is dry or dusty, it shall be thoroughly moistened, not made muddy, before the concrete is placed.

Forms - Forms shall be of steel, of a type to be approved by the Engineer, except that curves may be formed with wood sections built up or laminated, upon prior approval by the Engineer.

The forms shall be attached securely to stakes, shall be set true to line and grade, and braced sufficiently to remain true during the placing and tamping of the concrete. Forms shall be thoroughly cleaned and oiled before each use.

Curves - All changes in direction of the curbs shall be by means of true circular curves of the radii as shown on the plans.

Expansion Joints - Expansion joints shall be placed between curb and gutter sections at the tangent points of all curves, at each side of the inlet boxes, drives, alleyways, and at intervals of not more than forty feet (40') in straight runs. The expansion material shall be pre-molded three-fourths inch (3/4") in thickness, and shall conform to the requirements of expansion material as specified herein. It shall be cut to the full size and shape or the cross section of the curb and gutter, less one-half inch (1/2") from the finished surface thereof. The edges of sections against the joint shall be finished with an edging tool and the joint raked clean of concrete.

Finishing - There shall be provided on the job a metal screed or mule designed to give proper shape to the curb and gutter. It shall be bent to the exact shape of the finished curb and gutter and the forward edge turned up slightly to prevent disturbing the mortar. It shall be designed to ride on the forms and when properly manipulated shall leave the curb and gutter in its proper shaped condition. An "S" trowel shall be used to finish the surface and minor imperfections shall be corrected with a mason's trowel. Care shall be taken to finish

the gutter flow line to a true, uniform grade. All edges shall be finished with an edging tool, and joints marked with a jointer. Joint marks shall coincide with actual joints and shall be straight and true.

Curing - The completed curb and gutter, shall be cured in accordance with the requirements of the item "Membrane Curing", Texas Highway Department Item 531.

DRIVEWAYS AND ALLEY RETURNS

Driveways and alley returns shall be constructed of Class "A" concrete to the lines and grades as shown on the plans and detail sheets. All driveways and alley returns shall be reinforced as shown on the detail drawings.

Excavation and Subgrade - Excavation shall be accomplished in the same manner as for streets and curbs. The subgrade for all driveways and alley returns shall be compacted to 95% modified proctor density for 8 inches depth.

Driveways for single family residences and property used for two family residential purposes (duplexes) may be placed on the compacted subgrade. All other driveways shall be considered as commercial driveways and shall be constructed on 6 inches compacted flexible base.

Flexible Base - Commercial driveways and alley returns shall be constructed on 6 inches of flexible base conforming to Section 2-C- Flexible Base, Caliche.

Forms - Forms shall be constructed of steel or, when approved by the engineer, wood conforming to the requirements for curb and gutter forms.

Expansion Joints - Expansion joints shall be placed at the ends of abutting curb and gutter at the end of radii for all driveways and alley returns. In addition, expansion joints shall be placed at the ends of abutting sidewalk sections and at any point where the driveway or alley return abuts another concrete structure. Expansion joint material shall be pre-molded three fourths inch (3/4") in thickness, cut to the shape and dimensions required and shall extend the full depth of the concrete.

Finishing - Shaping and finishing of driveways and alley returns shall be accomplished by using a screed to shape the driveway or alley return to the lines and grade required. Finishing shall be accomplished by use of wooden floats and stiff bristled brushes or brooms. The last finish shall be by brushing or brooming in
A direction transverse to the direction of traffic.

During the entire finishing process care shall be taken to maintain the true gutter invert in line with the street curb and gutter.

Curing - Finished driveways and alley returns shall be cured in accordance with the requirements "membrane curing" "Texas Department of Highways and Public Transportation, 1982 Standard Specifications for Highways, Streets and Bridges", Item Number 531.

CONCRETE VALLEY GUTTERS, CENTER DRAINS AND DRAINWAYS

Concrete slab type street drainage structures with or without curbs, shall be constructed of Class "A" concrete to the lines and grades as shown on the plans and detail sheets or as may be established in the field by the engineer.

Subgrade excavation preparation and compaction and flexible base shall be the same as specified for street construction. All drainage structures within the roadway shall be constructed on a flexible caliche base so that the thickness of the concrete slab plus base is equal to the thickness of the hot mix asphaltic concrete surface plus base.

Forms - Forms shall be as specified for curb and gutter.

Reinforcing - All slab type drainage structures shall be reinforced as shown on the plans and detail drawings. Care shall be taken to maintain all reinforcing in good condition and at its proper location within the slab.

Expansion Joints - Expansion joint material shall be as specified for curb and gutter and for driveways and alley returns.

Expansion joints for valley gutter shall be placed at the ends of radii and at the juncture between the fillet and the cross valley as shown on the detail sheet.

For center drains, expansion joints shall be placed at the ends of widened or transition sections and at each end of a section containing a manhole or other structure and at intervals of sixty feet (60') measured along the center line of the drain.

Additional expansion joints shall be placed where drainage slabs abut backs of curbs, sidewalks and at contact points with other concrete structures.

Contraction Joints - Contraction joints shall be spaced at 15' intervals along the center line of center drains. These contraction joints shall be saw cut 3/8" wide minimum and 1/4 the depth of the slab using an approved concrete saw.

Saw cut contraction joints shall be made after the concrete has set sufficiently to prevent excessive raveling during sawing and shall be completed before the concrete is 48 hours old.

Finishing - Finishing shall be the same as for alley returns and driveways with the last finishing operation for structures subject to vehicular traffic being by broom or stiff brush in a direction transverse to the direction of traffic.

Curing - Curing shall be the same as for curb and gutter and driveways and alley returns.

SIDEWALKS

Sidewalks shall be constructed of Class A" concrete to the lines and grades as shown on the plans and detail drawings or as may be established in the field by the engineer. Sidewalks shall be constructed parallel to the back of the curb and on a grade parallel to

the top of curb grade. The minimum thickness for any sidewalk is 4 inches. The minimum width of any sidewalk is 4 feet.

Excavation and Subgrade - Excavation for sidewalk shall be made with street excavation where applicable. Care shall be exercised in excavating for sidewalks. Any over excavation or any fill required for sidewalk must be brought to grade in lifts not to exceed two inches (2") and thoroughly tamped. Subgrade for sidewalks shall be compacted to at least the density of the adjacent soil or to 85% modified proctor whichever is greater.

When a sidewalk is to be constructed on an embankment the fill must extend at least 3 feet beyond the edge of the sidewalk.

If the subgrade is dry or dusty it must be thoroughly moistened but not made muddy before concrete is placed.

Forms - Forms for sidewalks may be either steel or wood. Forms must be in good shape and true to line and grade. If nominal 2" x 4" lumber is used the subgrade must be finished one half inch (1/2") below the bottom of the form to provide the required 4 inch thickness.

Expansion Joints - Expansion joint material shall be pre-molded conforming to these specifications and shall be one half inch (1/2") thick. The expansion joint shall extend the full depth of the sidewalk.

Expansion joints shall be placed at points where the sidewalk contacts the back of curb, at all junctures between sidewalks all directions, and at all points where the sidewalk abuts a driveway, alley return or other concrete structure including fence foundations.

Transverse expansion joints shall be constructed in the sidewalk at intervals not exceeding twenty eight feet (28') as measured along the centerline of the walk except for sidewalks that are constructed wider than four feet (4') in which case expansion joints may be placed at intervals that are multiples of the width but not exceeding thirty feet (30').

Contraction Joints - Contraction joints consisting of trowel cuts one and one half inches (1-1/2") deep shall be spaced at four foot (4') intervals along the sidewalk. Contraction joints shall be edged using an edging tool with a 1/4 inch or 3/8 inch radius.

For sidewalks wider than four feet (4') contraction joints may be placed at intervals equal to the width of the walk up to but not exceeding ten feet (10').

Finishing - Sidewalks shall be "struck off" with a screed to provide an even surface and float finished using a wooden float.

The final finish on the sidewalk shall be accomplished by brooming or brushing using a stiff bristled brush or broom with the final strokes being in the transverse direction.

Curing - Curing shall be as specified for curb and gutter and driveways and alley returns.

CONCRETE RIP RAP

Concrete rip rap shall be constructed of concrete of the class and to the line and grades as shown on the plans.

Excavation and Subgrade - Care shall be taken not to over excavate for rip rap. The subgrade for rip rap shall be compacted to at least the density of the adjacent undisturbed soil or 85% modified proctor whichever is higher.

Forms - Forms, where required, may be either steel or wood. Forms must be in good condition and true to line and grade.

Expansion Joints - Expansion joints, where required, will meet the requirements of expansion joints materials as specified herein and will be placed as shown on the plans or directed by the engineer.

Finishing - Finishing shall be by screed and wooden float to produce true uniform surface.

Curing - Curing shall be as specified for other concrete herein.

Slope Paving - Slope paving may be required behind the curb or behind sidewalks where street paving requires deeper cuts in developed areas. Slope paving shall be constructed of Class "A" concrete and shall be constructed to the lines and grades as shown on the plans or as established in the field. Slope pavement shall be four inches (4") thick and shall be constructed in accord with the specifications for sidewalks.

When no slope grade is given on the plans the slope gradient shall be l:l.

Unless listed separately on the bid proposal, slope pavement shall be measured and paid for as sidewalk.

4. BACKFILL AND CLEANUP

GENERAL

Backfill and clean up are an integral part of the various items covered by this specification and must be completed for each item before that item will be considered for payment.

CONCRETE STRUCTURES WITHIN THE PAVED AREA OF STREETS

Backfill and clean up for concrete structures within the paved areas of streets, alleys, etc. shall receive special attention to assure the integrity of the street pavement.

Structures constructed in previously paved areas shall have sufficient surface removed along with base and subgrade where necessary to set full face forms for the concrete. As soon as the forms are removed all loose material shall be removed from the form trench and the trench filled to the base level with Portland cement stabilized backfill material

consisting of two (2) sacks Portland cement to one (l) cubic yard of caliche base material or one (l) cubic yard "blow sand". When the cement stabilized backfill has cured the pavement edge shall be saw cut to provide true and straight lines and the pavement restored to its original or revised grade using Hot mix asphaltic concrete conforming to the requirements of Section 2-F of these specifications.

For structures constructed on previously prepared subgrade or base course, clean up and backfill shall be considered complete when the subgrade or base course has been made ready to receive the next course.

When a structure is constructed on a finished base course and it is necessary to remove base material to set forms, backfill and cleanup shall be as described for previously paved areas and shall be considered complete when the base course is made ready to receive the surface course or courses.

BACKFILL BEHIND CURBS AND ALONG SIDEWALKS

Backfill behind curbs and along sidewalks that is to be grassed shall be made using good top soil. Top soil shall be free of caliche, rocks, clods, lumps, debris and other objectionable material. This backfill shall be compacted to at least the density of undisturbed adjacent soil but not less than 85% modified proctor.

Backfill behind curbs and along sidewalks that is to receive paving shall be constructed to conform to the base and subgrade of the adjacent paving and shall be compacted to 95% modified proctor. Or the contractor may elect to backfill to the top of the base with two (2) sack cement stabilized backfill.

In undeveloped areas and in areas where no sidewalks exist the contractor shall slope from the back of the curb to a maximum height of 1/4 inch per foot rise from the top of the curb to the property line on a straight line grade. The minimum elevation at the property lines shall be top of curb elevation.

In deeper cut areas slope paving may be required. When slope paving is required it shall be constructed to the lines and grades shown on the plans. Backfill and shaping beyond the slope paving shall be in accord with the applicable portions of this specification.

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

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

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

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

4. BACKFILL AND CLEANUP 6

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

Updated 3/06

CONCRETE STRUCTURES

1. GENERAL

This specification covers concrete structures including but not limited to junction boxes, culverts, head walls, cast in place manholes, valve vaults, meter vaults and retaining walls.

2. MATERIALS

CONCRETE

Concrete for cast in place manholes, junction boxes, storm sewer inlet boxes, valve vaults and direct traffic culvert and bridge decks shall be a modified class "C" concrete using a minimum of 6 sacks cement per cubic yard with a maximum water content of 5 gallons per sack of cement and producing a concrete with 4000 psi 28 day compressive strength.

Concrete for other structures shall be class "A" as specified in "Texas State Department of Highways and Public Transportation 1982 Standard Specifications for Construction of Highways, Streets and Bridges" item number 421. Concrete for riprap shall be class "B".

Reinforcing steel shall conform to the requirements of item number 440 or "Texas State Department of Highways and Public Transportation 1982 Standard Specifications for Construction of Highways, Streets and Bridges" and shall be of the sizes and grades as shown on the plans.

3. CONSTRUCTION

Construction of concrete structures shall be in accordance with the provisions of item 420 "Texas State Department of Highways and Public Transportation 1982 Standard Specifications for Construction of Highways, Streets and Bridges".

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

FLEXIBLE BASE, CALICHE

1. GENERAL

This item consists of the construction of a caliche flexible base course to the lines, grades and thickness shown on the plans and in accordance with the provisions of the specifications.

Qualification of Material Source - There will be no designated material sources, but the source proposed by the Contractor must be approved by the Engineer. The contractor shall furnish evidence of capability to crush and screen the material with suitable equipment.

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

2. MATERIALS

Material from the approved source shall meet the following requirements when tested in accordance with the referenced testing standards:

Gradation - Tested by ASTM C 136-67 to meet the following gradation limits:

Sieve Size	Percent Passing
1-3/4"	100.0
7/8"	65-90
3/8"	50-70
No. 4	30-60
No. 40	15-35

Liquid Limit and Plasticity Index **-** Tested by ASTM D423-66 and D 424-59.

Liquid Limit - 30.0 Maximum
Plasticity Index - 10.0 Maximum
Triaxial Classification - Tested by Texas Highway Department Method TEX 117-E, Part II - minimum class 3.0.

Source Quality Control - The contractor shall exercise caution in the operation of the material source to prevent the inclusion of inferior materials.

3. CONSTRUCTION

A. The subgrade shall be finished true to the lines and grades as shown on the plans or as established by the Engineer and finished within specified tolerances and properly maintained to prevent drying and/or loosening of the surface.

No base material may be dumped on any subgrade until it has been tested and approved by the Engineer.

B. Flexible caliche base material shall be placed in uniform courses and processed to provide a uniformly mixed base course of the proper moisture content for compaction. The processing and compaction procedure used shall provide a uniform base course compacted to ninety-five percent (95%) modified proctor density (YACHT T180) minimum. The minimum thickness of any one compacted course shall be three inches (3"). The maximum thickness of any one compacted course shall be eight inches (8").

Any soft or segregated spots that appear in the base shall be removed, replaced or reprocessed and recompacted prior to final finishing of the base. The finished base shall conform to the lines and grades as shown on the plans or established by the Engineer. Finished tolerances shall not exceed one half inch (1/2") in ten feet (10').

The finished base shall be primed as soon after finishing as practical and shall be protected until the hot mix asphaltic concrete surface is applied. In no case will prime be applied until the finished base has been approved by the Engineer.

4. TESTING

A. All test for approval of the source shall be performed by a commercial lab selected by the owner and shall be paid for by the contractor.

B. Gradation and soil constants tests (ASTM C-136, D423 and D424) and THD Triaxial Test (THD TEX117-E Part II) will be performed for source approval. Should the appearance, workability or other visual checks indicate a possible change in the material being furnished, the Engineer may require the contractor to retest the material for source approval.

C. Field quality control test will consist of the finish tolerance test and density test.

The finish tolerance test will be performed by the contractor at his expense using a 10' rolling straight edge. This test shall be performed at the direction of the Engineer or his representative. When required, the test shall consist of checking one path in each lane with the rolling straight edge.

Density test will be made by the City or a commercial laboratory chosen by the City using Troxler 3411-B nuclear density gauges or approved equal at the minimum rate of one test for each 1000 square yards of base. In no case shall less than three tests be run on any one area processed as a unit. The City will bear the cost of the first test or set of tests only. If the base fails the first test the contractor, at his own expense, will be required to have all subsequent tests performed by the commercial laboratory chosen by the city.

8/07

BITUMINOUS PRIME

1. GENERAL

This item consists of the application of a bituminous prime coat to the finished caliche base in accordance with the provisions of the Specifications.

Qualification of Material Source - Material shall be supplied by a producer with a proven performance record of acceptance by the Texas Highway Department.

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

2. MATERIALS

Cut-back asphalt grade MC-30, Texas Highway Department Item 300.

Source Quality Control - Certificates of compliance to be furnished by the producer to the Engineer.

3. CONSTRUCTION METHODS

Condition of Base - The surface of the base shall be tightly compacted to the line and grade shown on the plans and within the tolerances of the specifications. The surface shall be clean and the base shall contain sufficient moisture to assure the proper penetration of the prime.

The prime shall be applied with an approved distributor to the surface of the base at a rate of between 0.15 and 0.40 gallon per square yard. The application rate shall be varied to meet field conditions and to obtain uniform coverage, and adequate penetration. Properly applied prime coat should penetrate from 3/8" to 1/2" into the base and should cure in approximately 72 hours with ambient temperatures at or near 70 degrees F. The prime shall be applied at a temperature within the range of temperatures recommended in Item 300 of Texas Highway Department Standard Specifications. The temperature shall be varied within this range to provide a viscosity that will assure even spreading and penetration of the base. Air Temperatures at the time of application shall be above 50'F.

BITUMINOUS TACK

1. GENERAL

This item consists of the application of a bituminous tack coat to the primed base or existing asphaltic concrete or Portland cement concrete pavement in accordance with the provisions of the specification.

Qualification of Material Source - Material shall be supplied by producer with a proven performance record of acceptance by the Texas Highway Department.

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

2. MATERIALS

Cut-back asphalt grade RC-250, Texas Highway Department Item 300.

3. CONSTRUCTION METHODS

Conditions of Surface - Prior to application of tack to the base course the prime must be completely penetrated into the base and the surface cleaned of foreign objects.

The tack shall be applied with an approved distributor at a rate of between 0.05 and 0.10 gallons per square yard. The temperature of application shall be within the range recommended by the Texas Highway Department in Item 300. The surface temperature to which tack is being applied shall be above 50 degrees F. at the time of application.

When the asphaltic concrete surface is being placed on primed caliche base, use of the tack coat may be waived by the Engineer if the contractor can show that adequate adhesion of the surface being placed to the base course is achieved without it.

Tack coat shall be placed on all asphaltic concrete or portland cement concrete surfaces on which an additional course of asphaltic concrete surfacing is to be placed. The tack coat shall be rolled with a pneumatic roller to assure even distribution over the entire surface and to achieve proper penetration into and adhesion to the surface being overlayed.

HOT MIX ASPHALTIC CONCRETE

I. GENERAL

Includes the construction of the hot mix asphaltic concrete surface in accordance with lines, grades and the sections shown on the plans and with the provisions of the specifications.

Qualification of Material Sources - Producers of oil asphaltic concrete mixture to have a proven record of acceptance by the Texas Highway Department.

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

2. MATERIALS

Oil Asphalt - Oil asphalt grade AC-l0 or AC-20, Texas Highway Department Item 300. When no asphalt grade is shown on the plans, and unless directed otherwise by the Engineer, asphalt for this project shall be grade AC-10.

Coarse Aggregate - Crushed stone or crushed gravel with a minimum of 75 percent of the aggregates having two or more crushed faces. Additional requirements:

(a) Los Angeles Abrasion: ASTM C l3l, Wear not to exceed 40.

(b) Decantation: Maximum 2.0 percent by weight

Fine Aggregates - Natural sand and screenings crushed from the same or similar material meeting the requirements of the course aggregates. Additional requirements.

(a) Plasticity Index: Maximum of 6.

(b) Sand Equivalents: Minimum of 50 for each individual fine aggregate.

Paving Mixtures - The paving mixture(s) shall be as shown on the plans and details. If no mixtures are shown on the plans surface or wearing courses up to l-3/4 inches thick shall be Type D, base courses up to 2 inches thick shall be Type C and base courses over 2 inches thick shall be Type B or Type A.

(a) Gradation: The master gradations for the paving mixtures are:

TYPE "A" (Coarse Graded Base Course):	Percent Aggregate by weight or volume
Passing 2" sieve	100
Passing l-3/4" sieve	95 to 100
Passing l-3/4" sieve, retained on 7/8" sieve	16 to 42
Passing 7/8" sieve, retained on 3/8" sieve	16 to 42
Passing 3/8" sieve, retained on No. 4 sieve	10 to 26
Passing No. 4 sieve, retained on No. l0 sieve	5 to 21
Total retained on No. l0 sieve	68 to 84
Passing No. l0 sieve, retained on No. 40 sieve	5 to 21
Passing No. 40 sieve, retained on No. 80 sieve	3 to 16
Passing No. 80 sieve, retained on No. 200 sieve	2 to 16
Passing No. 200 sieve	1 to 8

The asphaltic material shall form from 3.5 to 7 percent of the mixture by weight.

TYPE "B" (Fine graded Base or Leveling-up course)	Percent Aggregate by Weight or Volume
Passing l" sieve	100
Passing 78" sieve	95 to 100
Passing 7/8" sieve, retained on 3/8" sieve	21 to 53
Passing 3/8" sieve, retained on No. 4 sieve	11 to 42
Passing No. 4 sieve, retained on No. l0 sieve	5 to 26
Total retained on No. l0 sieve	58 to 74
Passing No. l0 sieve, retained on No. 40 sieve	6 to 32
Passing No. 40 sieve, retained on No. 80 sieve	4 to 21
Passing No. 80 sieve, retained on No. 200 sieve	3 to 21
Passing No. 200 sieve	1 to 8

The asphaltic material shall form from 3.5 to 7 percent of the mixture by weight.

Type "C" (Coarse Graded Surface Course):	Percent Aggregate by Weight or Volume
Passing 7/8" sieve	100
Passing 5/8" sieve	95 to 100
Passing 5/8" sieve, retained on 3/8" sieve	16 to 42
Passing No. 4 sieve, retained on No. l0 sieve	11 to 37
Total retained on No. l0 sieve	54 to 74
Passing No. l0 sieve, retained on No. 40 sieve	6 to 32
Passing No. 40 sieve, retained on No. 80 sieve	4 to 27
Passing No. 80 sieve, retained on No. 200 Sieve	3 to 27
Passing No. 200 sieve	1 to 8

The asphaltic material shall form from 3.5 to 7 percent of the mixture by weight.

TYPE "D" (Fine Graded Surface Course):	Percent Aggregate by Weight or Volume
Passing l/2" sieve	100
Passing 3/8" sieve	85 to 100
Passing 3/8" sieve, retained on 4" sieve	21 to 53
Passing No. 4 sieve, retained on No. l0 sieve	54 to 74
Total retained on No. l0 sieve	54 to 74
Passing No. l0 sieve, retained on No. 40 sieve	6 to 32
Passing No. 40 sieve, retained on No. 80 sieve	4 to 27
Passing No. 80 sieve, retained on No. 200 sieve	3 to 27
Passing No. 200 sieve	1 to 8

The asphaltic material shall form from 4 to 8 percent of the mixture by weight.

TYPE "F" (Fine Graded Surface Course):	Percent Aggregate by Weight or Volume
Passing 3/8" sieve	100
Passing No. 4 sieve	95 to 100
Passing No. 4 sieve, retained on No. l0 sieve	58 to 73
Passing No. l0 sieve, retained on No. 40 sieve	6 to 26
Passing No. 40 sieve, retained on No. 80 sieve	3 to 13
Passing No. 80 sieve, retained on No. 200 sieve	2 to 11
Passing No. 200 sieve	1 to 8

The asphaltic material shall form from 3.5 to 6.5 percent of the mixture by weight.

(b) Tolerances: Deviations from job mix formula limited to:

(l) Sizes larger than the l0 sieve- Plus or Minus 4 percent.

(2) No. l0 sieve and smaller - Plus or Minus 3 percent.

(3) The deviation from the job mix formula shall be further limited in that the total deviation from the job mix formula between any two adjacent aggregate grades shall not exceed the allowable deviation for either one.

(4) Asphalt - Plus or Minus 0.3 percent.

(c) Density - The mixture shall be designed to produce an acceptable mixture within tolerance, at or near optimum density. The mixture molded in the laboratory should have the following percent of maximum theoretical density:

Minimum	Maximum	Optimum
96	98	97

(d) Stability: Minimum of 35 Hveem

Source Quality Control - Paving mixture and plant tests to be performed by laboratory selected and paid by the Owner, except as noted.

Job Mix Formula - The contractor shall submit a job mix formula, prepared by laboratory chosen by the owner, at least l0 days in advance of laying operations to allow time for review by the engineer. Substitution of one or more materials will require a new job mix formula and must be approved by the engineer.

The design of job mix formula whether for original submittal or revisions shall be paid for by the contractor.

Plant Tests - Check of raw material uniformity, quality and flow, hot bin gradations, temperature of mixture, mixture tests for density, stability and percent asphalt and other necessary tests to be performed bythe laboratory selected by the owner for each day's production.

Oil Asphalt - Producer to furnish certificates of compliance to the Engineer.

3. CONSTRUCTION METHODS

A. GENERAL

Condition of Base - The surface of the base shall be tight and free of debris. The prime coat shall be uniformly distributed, well penetrated and completely cured prior to application of the tack coat. If the mixture will adhere to the surface of the base without the application of a tack coat, the tack coat can be eliminated. If the surface of the base is one half (l/2") inch or more lower than the proposed bottom of the asphaltic concrete it shall be corrected by placing and compacting a level up course of the asphaltic concrete before the mat is placed on it.

Stockpiling, Storage, Batching and Mixing - Shall meet the requirements of Item 340, "Texas Highway Department l982 Standard Specifications for Road and Bridge Construction.

Weather Limitations - Shall be the requirements of Item 340,"Texas Highway Department l982 Standard Specifications for Road and Bridge Construction." With the added provision that no asphaltic concrete shall be placed when the surface on which the mat is to be placed is below 50 degrees F.

Thickness - Shall be as shown on plans. Unless shown otherwise on the plans, the maximum compacted thickness of any one course of asphaltic concrete shall be two and one-half (2-l/2) times the maximum aggregate size of the mixture being placed. The minimum shall be one (l) inch or one and one fourth (1-1/4) times the maximum particle size which ever is greater.

B. PLACING

Placing of Asphaltic Concrete shall be accomplished using an approved self propelled spreading and finishing machine with a heated vibrating screed capable of producing a surface that will meet the requirements of the typical cross section and the surface test, and when the mixture is dumped directly into the finishing machine shall have adequate power to propel the delivery vehicles in a satisfactory manner. The finishing machine shall be equipped with a flexible spring and/or hydraulic type hitch sufficient in design and capacity to maintain contact between the rear wheels of the hauling equipment and the pusher rollers of the finishing machine while the mixture is being unloaded.

The use of any vehicle which requires dumping directly into the finishing machine and which the finishing machine cannot push or propel in such a manner as to obtain the desired lines and grades without resorting to hand finishing will not be allowed. Vehicles dumping directly or indirectly into the finishing machine shall be so designed and equipped that unloading into the finishing machine can be mechanically and/or automatically operated in such a manner that overloading the finishing machine being used cannot occur and the required lines and grades shall be obtained without resorting to hand finishing.

Automatic screed controls will be required and shall meet the requirements item, 528 "automatic screed controls for asphaltic concrete spreading and finishing machines "Texas Department of Highways and Public Transportation 1982 Specifications for Construction of Highways, Streets and Bridges".

The screed shall be ski controlled using a ski of not less than l8' in length. Curb shoe control will not be allowed.

The spreading and finishing machine shall be maintained in good working order and operated by competent trained personnel.

The Engineer may require the contractor to place a test strip to prove the capability of the machine and the competency of the operating personnel to produce a satisfactory finished surface.

In dips and on curved surfaces where the ski control cannot be used, the surface will be controlled using a l0' straight edge.

Fillet areas, turn outs and other areas not accessible to the spreading machine may be hand laid provided a satisfactory surface is produced.

C. COMPACTION AND FINISHING

Compaction Requirements - The asphaltic concrete surface shall be compacted so that the compacted mixture will contain not more than seven percent (7%) nor less than three percent (3%) air voids.

The surface of the pavement, after compaction, shall be smooth and true to the established line, grade and cross section, and when tested with a l0 foot rolling straightedge, except as provided herein, the maximum deviation shall not exceed l/8 inch in l0 feet, and any surface not meeting this requirement shall be corrected as directed by the engineer.

Raking and Leveling - Minor leveling may be accomplished using asphalt rakes prior to compacting the surface. The surface shall be leveled by loosening the surface of the asphaltic concrete using an asphalt rake then adding or removing material and smoothing the surface. Any large aggregate worked to the surface in this process shall be removed before compaction. The large aggregate shall not be spread over the new asphaltic concrete surface.

Edges and joints with compacted asphalt or concrete gutters shall be carefully squared and excess material removed before compaction. Care shall be taken to see that NO excess material laps over onto the surface of existing asphaltic concrete paving or concrete gutters. Large aggregate worked to the surface in this process shall be removed. It shall not be spread over the new asphaltic concrete surface.

Rolling - In general rolling shall conform to the requirements of item 340 of the Texas Department of Highways and Transportation 1982 Specifications for Construction of Highways, Streets an Bridges except as modified herein.

It shall be the responsibility of the contractor to have rolling equipment available on the job to properly compact the paving mixture in place as required without delay to the lay down operation. Rollers provided shall meet the qualifications for their type as follows:

PNEUMATIC TIRE ROLLERS: The rollers shall be acceptable medium pneumatic tire rollers conforming to the requirements of the item, "Rolling (pneumatic tire)", Type B, unless otherwise specified on plans.

TWO AXLE TANDEM ROLLER: This roller shall be an acceptable power driven tandem roller weighing not less than 8 tons.

THREE WHEEL ROLLER: This roller shall be an acceptable power driven three wheel roller weighing not less than l0 tons.

THREE AXLE TANDEM ROLLER: This roller shall be an acceptable power driven three axle roller weighing not less than l0 tons.

Vibrating rollers will not be used without prior written approval of the engineer. Written approval will be granted only upon demonstration by the contractor that the roller and operator can produce a satisfactory surface within the tolerances of these specifications. Only the operator or operators thus approved will be allowed to operate the vibrating roller on this project.

Areas not accessible to standard rollers shall be compacted using trench rollers, impact tampers, hand tamps or other approved means that will produce the density and surface required.

JOINTS- Shall be carefully rolled to provide compaction of the asphalt against the existing surface or face of the concrete gutter. Joints between concrete gutters and Hot Mix Asphaltic Concrete shall be placed so that the HMAC will be approximately l/2 inch higher than the concrete when compaction is completed. At transverse joints such as valley gutters and fillet areas where finishing asphalt paving 1/2 inch above the edge of concrete will adversely affect ride quality the asphalt shall be finished 1/4 inch above the edge of the concrete.

Transverse joints shall be rolled in the transverse direction with the first pass extending approximately six (6") inches onto the new asphalt each additional pass shall extend approximately twelve (12") inches further onto the new asphalt until the full width of the roller is on the new asphalt. Longitudinal rolling may begin then.

All transverse joints shall be checked with a l0" straight edge while the material is

still hot enough to roll. Any corrections shall be made by loosening the material using an asphalt rake and adding or removing material and recompacting the surface. The surface shall be rechecked and when the joint is acceptable the asphalt spreading machine may proceed with the pass.

Final or finish rolling shall be accomplished using a two axle tandem roller to remove roller marks. This rolling shall be accomplished after the surface has cooled sufficient to minimize further marking but before it is too cool to respond to rolling.

STRAIGHTEDGES AND TEMPLATES - The contractor shall provide acceptable l0 foot straightedge for surface testing. Satisfactory templates shall be provided as required by the Engineer.

4. FIELD QUALITY CONTROL

Test Lots - Field Quality Control Tests shall be made by lot with a lot being the amount of contiguous surface laid in one day. No lot shall exceed l0,000 S.Y. If a days laying exceeds l0,000 S.Y., that days laying shall be divided into two approximately equal lots. The same lot divisions shall be used for all Quality Control Tests. Each separate block or combination of contingeous (blocks) of paving shall be considered as a separate lot even though they may be placed in a single day and do not comprise l0,000 S.Y. of surface.

Surface Tests - Surface tolerance tests will be performed in both longitudinal and transverse directions. The test for longitudinal surface tolerance will be performed with a ten-foot rolling straightedge furnished by the contractor, and calibrated and used in accordance with the manufacturer's recommendation or other approved method.

The maximum allowable deviation in surface shall be 1/8 inch in 10 feet. Tests for longitudinal surface tolerance will be performed by the contractor, accompanied by the engineer within 24 hours of the completion of a lot. One path in each lane for the length of the entire lot will be tested. The location of the test path (Distance from centerline or pavement edge) will be determined by the engineer through the use of random numbers. Any deviations in the surface finish of a roadway wearing course which exceeds l/4 inch must be corrected. After corrections have been made, the entire lot must meet the l/8 inch surface tolerance.

Thin course "scab on" patching will NOT be permitted. Corrections may be made by planning, milling and patching or by removing and replacing affected surface area.

When milling and patching is used to correct surface defects the minimum depth of removal shall be l".

For milling and patching or surface removal the area removed or milled shall be sufficiently large to avoid the appearance of patching.

When planning is used to correct defects the thickness of the remaining paving shall meet the thickness requirements as shown on the plans.

Surface tolerance test will be performed on the last or wearing course only.

Asphaltic concrete pavement constructed under these specifications that does not meet the surface tolerance requirements and is allowed to remain in place will be paid for at a reduced rate determined by multiplying the price bid for the wearing surface course by a surface tolerance quality factor. This rate shall apply to the entire lot.

Lower courses will not be affected by this quality factor but will be paid for at the price bid or such price as it may be affected by other quality factors.

The surface tolerance quality factor will be determined according to the following schedule:

Linear % of pavement exceeding 1/8 inch surface tolerance	Surface tolerance quality factor
0.0 to 1.0	1.0
1.1 to 1.5	0.9
1.6 to 2.5	0.8
over 2.5	0.5

Roadway surface requirements will not be applied for paved drives, aprons, turnouts, and other irregular sections, however, asphaltic concrete shall be placed in such a manner as to provide a neat and uniform appearance and shall be compacted by methods satisfactory to the engineer.

The contractor may request permission to reconstruct a portion of the pavement when, in his opinion, the surface tolerance quality factor can be improved. Upon approval of the engineer, the contractor shall take sufficient tests to isolate the portion or portions of pavement to be pre- constructed and remove and reconstruct the pavement. All costs in connection with this reconstruction are to be born by the contractor. The minimum width of this reconstruction shall be l/2 the street width unless approved otherwise in writing by the engineer. The portions reconstructed shall be re-tested and the surface tolerance quality factor recomputed using the new information along with the test from the area within the portion of the lot not reconstructed.

When other quality factor reductions are provided for on the plans or in the specifications the effect shall be cumulative ie: QFl x QF2 x QF3 x ....x QFn x unit price.

No payment will be made for pavement with a combined quality factor of less than 0.5.

Thickness Test - Thickness test will be made by the engineer on each course of asphaltic concrete laid. Test specimens shall be made by a commercial laboratory selected by the owner. Test specimens shall be cores having a minimum nominal diameter of 6". These cores shall be made in the presence of the inspector at locations designated by the inspector using an approved power operated coring machine.

For thickness and compaction test, each lot shall be divided into approximately equal sublots corresponding in width to each pass of the lay down machine and containing up to but not exceeding 2,000 square yards each. If a lot contains less than 2,000 square yards the engineer may, at his option, divide the lot into two equal sublots, or, if the contractor has a record of satisfactory workmanship, the engineer may waive tests on said lots.

The engineer will locate one test spot for each l,000 S.Y. and/or fraction thereof in each sub-lot using random numbers. If a spot thus located falls within one foot of a longitudinal joint or lip of gutter or within two feet of an unsupported edge or within l5 feet of the beginning or ending edge of a pass, the engineer will relocate the spot using random numbers. The commercial laboratory chosen by the owner will remove the test specimen from each designated spot, mark the specimen and the adjacent pavement for future reference and perform the required tests. Test specimens shall be removed with special caliper type tongs having circular jaws of the diameter of the specimen being removed. These jaws shall grip at least 1/2 of the circumference of the specimen. Screw drivers or other type of prying instruments shall not be used to remove the specimens.

The thickness of a specimen shall be determined by averaging four (4) measurements made at ninety degree (90) intervals around the specimen. Any thickness less than design thickness shall be considered as deficient.

For hot mix asphaltic concrete pavement less than 2 inches thick the maximum allowable deficiency in any one test specimen is l/8 inch provided that no more than twenty five percent (25%) of the specimens tested show a deficiency. For pavement in excess of 2 inches in thickness the maximum allowable deficiency in any one specimen shall be l/8 inch plus l/l6 inch for each additional inch of thickness provided that no more than twenty five percent (25%) of the test specimens show a deficiency.

When a test specimen has a greater deficiency and less than (25%) of the test specimens show a deficiency the contractor shall, at his own expense, determine the extent of the deficiency and correct it by removing and replacing the surface. The minimum width for such correction will be the full width of the pass or passes of the lay down machine in which the deficiency occurs.

The minimum length of such correction shall be three times the width removed. When more than (25%) of the test specimens show a deficiency the surface may at

the engineers option be declared uniformly deficient and the contractor shall correct the deficiency by removing and reconstructing the surface or by constructing an overlay of not less than l inch thickness over the deficient area. The construction of an overlay will require milling at lip lines and dips.

The corrected surface shall meet all the requirements of these specifications.

Asphaltic concrete pavement constructed under these specifications that is less than design thickness, if allowed to remain in place, will be paid for at a reduced rate determined by multiplying the unit price bid in the bid proposal by a thickness quality factor. This rate shall apply to the entire lot in which the deficiency is found.

The thickness quality factor for hot mix asphaltic concrete pavement less than 2 inches in thickness shall be:

Thickness Deficiency	Quality Factor
Maximum l/8" for any one specimen with no more than 25% of the specimens showing a deficiency.	l.0
Pavement not meeting the 25% limitation with an average specimen deficiency up to l/8 inch.	0.75
Average specimen deficiency of l/8 inch to l/4 inch	.55
Average deficiency of more than l/4 inch	0.0

The thickness quality factor for hot mix asphaltic concrete more than 2 inches thick will be l.0 if the maximum deficiency for any one specimen is l/8 inch plus l/l6 inch for each additional inch of thickness over 2 inches and not more than twenty five percent (25%) of the test specimens in the lot are deficient. For thickness test that fall outside this area either by single specimen thickness deficiency or more than twenty five percent (25%) of the specimens showing deficiency the thickness quality factor shall be computed as follows:

$$\text{Thickness Quality Factor} = \frac{1}{\left(\frac{1}{\text{Thickness Ratio}}\right)^2}$$

The thickness ratio for a lot is the average specimen thickness for that lot, with no allowance for thickness in excess of design, divided by the design thickness. For determining the average specimen thickness, those specimens in excess of design thickness shall be considered at design thickness.

The minimum thickness quality factor for which payment will be allowed is .55. Any pavement with a thickness quality factor below .55 will be considered as having a thickness quality factor of 0. This shall apply only if the contractor requests, in writing, to have this paving remain in place and this request is approved in writing by the engineer.

When the deficient area is in a lower course of a multi-course paving structure the contractor may reduce or correct the deficiency by increasing the thickness of the subsequent course or courses as follows:

When subsequent course is	Maximum increase in course thickness
Type B	1/2"
Type C	3/8"
Type D	1/4"

When corrected in this manner the thickness quality factor shall be determined using the combined thickness of the corrected courses and shall apply to all unit prices applicable to this lot.

The contractor may request permission to reconstruct a portion of the pavement when, in his opinion, the thickness quality factor can be improved. Upon approval of the engineer, the contractor shall take sufficient tests to isolate the portion or portions of pavement to be reconstructed and remove and reconstruct the pavement. All cost in connection with this reconstruction are to be born by the contractor. The minimum width of this reconstruction shall be l/2 the street width unless approved otherwise in writing by the engineer. The portions reconstructed shall be retested and the thickness quality factor recomputed using the new information along with the test from the area within the portion of the lot not reconstructed.

When other quality factor reductions are provided for on the plans or in the specifications the effect shall be cumulative ie: QFl x QF2 x QF3 x....x QFn x unit price.

No payment will be made for pavement with a combined quality factor of less than 0.5.

Compaction Test: Compaction test will be made by the commercial laboratory chosen by the owner on the core samples removed from the paving for thickness testing.

The percent air voids will be calculated using maximum theoretical specific gravity of the mixture.

The contractor may attempt to correct deficiencies in compaction by additional pneumatic rolling upon written permission of the engineer. Requests for permission to conduct additional rolling shall be submitted, in writing, to the engineer no later than three days following notification of the deficiency by the commercial laboratory and the additional rolling shall be completed within ten (l0) days following said notification weather permitting.

In no case shall the additional rolling be delayed beyond thirty (30) days from the date the surface was laid. All cost for additional rolling and additional coring and testing of the re-rolled surface shall be born by the contractor.

Asphaltic concrete pavement not meeting this specification and that is allowed to remain in place shall be paid for at a reduced rate determined by multiplying the price bid in the bid proposal by a compaction quality factor determined according to the following schedule:

Percent air voids (average of all specimens for the lot)	Compaction Quality factor	
less than 3	0	
3.0 to 8.0	1.0	
8.1 to 9.0	0.9	
9.1 to 10.0	0.7	
10.1 to 11.0	0.5	and the engineer may require a chip seal to be applied at the contractor's expense
More than 11		0 and the engineer may require a chip seal to be applied at the contractor's expense.

NOTE: HMAC surfacing with between 11% and 15% air voids may, upon written request by the Contractor, be reviewed by the Engineer to determine if it may be left in place. The Engineer's review will consider the type of street and expected traffic conditions among other factors and a written determination will be issued. If the surface is allowed to remain in place, a chip seal will be required at the Contractor's expense. The quality factor for this paving will remain at 0.

The reduced rate shall apply to the entire lot.

The effect of compaction quality factors shall be cumulative and shall be applied as described for surface quality factors and thickness quality factors.

Cost for Field Quality Control - The surface tolerance test shall be made by the contractor at his expense.

The initial thickness and compaction test will be made at no cost to the contractor except for the cost of materials and labor to repair the holes left when cores are removed.

The cost of all thickness test to isolate a deficient area and the cost of retesting the corrected area shall be born by the contractor.

The cost of all retesting of compaction after additional rolling to correct compaction deficiencies shall be born by the contractor.

Areas reconstructed to remedy deficiencies shall meet all the requirements of these specifications and shall be tested in the same manner as original construction. The cost of all tests on reconstructed areas shall be born by the contractor.

5. ADDITIVES

Anti-stripping: An approved liquid anti-stripping agent shall be added to the asphalt used in the hot mix asphaltic concrete. The rate of application shall be in accordance with the manufacturer's recommendation. The minimum anti-stripping agent added shall be one-half (l/2) of l%.

The anti-stripping agent used shall have a proven record when used with similar aggregate and shall be approved by the engineer in writing prior to the date set for reception of bids.

DOUBLE COURSE ASPHALT SURFACE TREATMENT

1. SCOPE

The work to be done under this section consists of furnishing all labor, materials and equipment necessary to construct a Double Asphalt Surface Treatment on the prepared base course in accordance with the sections shown on the plans and as specified herein or as directed by the Engineer.

2. MATERIALS

2.1 Asphalt

The asphalt used shall be of the grade and type specified below. The material shall be homogeneous and free from water, shall not foam when heated to 347° F., and shall meet the following requirements.

Viscosity Grade AC-5
Texas Highway Department 1982 Specifications

Viscosity 140 F. Stokes	500 +/- 100	
	Min.	Max.
Viscosity 140 F. Stokes	1.4	--
Penetration 77° F. 100 g. 5 sec.	135	--
Flash Point C.O.C.F.	425	--
Solubility in trichlorethylene percent	99.0	--

Tests on residues from thin film oven test:

Viscosity 140 F. Stokes	--	1500
Ductility, 77° F. 5 cms per min. cms.	100	--

Spot Test – negative for all grades.

2.2 Aggregate

All aggregate shall be composed of sound and durable particles of crushed stone or crushed gravel. At least eighty-five percent (85%) of the particles of the aggregate retained on the No. 4 sieve shall have one or more crushed faces. Aggregate particles shall be free from organic matter, clay, loam, or pebbles coated therewith, and shall not contain more that (5%) of slate, shale, schist or soft particles of sandstone. The aggregates shall have a percent of wear of not more than thirty-five (35). (Los Angeles Abrasion Tests of Coarse Aggregate, AASHO Designation

T-96 as revised). Crushed limestone will not be acceptable for this project.

Double Asphalt Surface Treatment

No. 1 Aggregate –	Retained on ¾" Sieve -	0% by weight
(Texas Highway	Retained on 5/8" Sieve -	0 – 2% by weight
Department 1982	Retained on ½" Sieve -	20, 35% by weight
Grade 3)	Retained on 3/8" Sieve -	85 – 100% by weight
	Retained on ¼" Sieve	95 – 100% by weight
	Retained on No. 10 Sieve-	99-100% by weight

No. 2 Aggregate -	Retained on ½" Sieve -	0% by weight
(Texas Highway	Retained on 3/8" Sieve -	0 – 5% by weight
Department 1982	Retained on No. 4 Sieve -	40 – 85% by weight
Grade 5)	retained on No. 10 Sieve -	98 –100% by weight
	Retained on No. 20 Sieve-	99 100% by weight

3. CONSTRUCTION METHODS

3.1 Preparation of base

If the surface of the base course is not in proper condition for placement of surfacing, it shall first be brought true to the section and grade as established. The base shall be checked, and any deviation in excess of ¼-inch from grade or from true cross section shall be corrected by scarifying then adding or removing material, reshaping and re-compacting by sprinkling and rolling. No "scab" or "featheredge" patches will be permitted. After correction of any defects in the base, it shall be cleaned of dirt, dust, or other deleterious material by sweeping or other approved methods and primed.

The base course shall be primed with MC-30 Asphalt as directed by the Engineer. The asphalt used shall meet the 1982 Texas Highway Department Specifications Item 300.

The base course shall be checked at least 24 hours in advance of placing the surfacing and any defects shall be repaired and re-primed. Immediately prior to placing the surfacing, the base shall be cleaned of all dirt, dust, or other deleterious materials by sweeping with rotary and hand brooms or other approved methods.

Prime coats shall not be applied more than 7 days in advance of placing the surface course. Areas that have been primed longer than the time

specified above prior to placing the surface course shall be re-primed at the Contractor's expense.

3.2 Handling and Applying Asphalt

All storage tanks, piping, retorts, booster tanks, and distributors used in storing or handling asphalt shall be kept clean and in good operating condition at all times, and they shall be operated in such a manner that there will be no contamination of the asphalt with foreign material. Asphalt shall not be heated above 400° F. at any time, and when applied, it shall be at a temperature of not less than 300° F. and not more than 350° F. The Engineer will select the temperature of application, and the Contractor shall apply the asphalt at a temperature within 15° of the temperature selected. All asphalt material heated above 400° F. will be rejected. Re-circulating heating equipment shall be equipped with recording temperature gauges.

The prime coat shall not be applied when the air temperature is below 50° F. and falling or when in the opinion of the Engineer weather conditions are not suitable. Prime coat shall not be applied when the temperature of the surface on which it is to be applied is less than 40° F. The prime coat shall be applied at least 24 hours in advance of placing the surface course. Prime coat shall be applied with an approved distributor at a rate of 0.30 gallon per square yard, or as directed by the Engineer.

Double Asphalt Surface Treatment shall not be applied when the temperature of the surface on which it is to be placed is below 50° F. and is falling but may be applied when the air temperature is above 40° F. and rising. No asphalt shall be placed when general weather conditions, in the opinion of the engineer, are unsuitable. No double asphalt surface treatment shall be placed from September 30 to April 15.

Asphalt shall be applied on the clean surface by an approved type of self-propelled pressure distributor so operated as to distribute the material in the quantity specified, evenly and smoothly, under a pressure necessary for proper distribution. The Contractor shall provide necessary facilities for determining the temperature of the asphalt in all of the heating equipment and in the distributor, for determining the rate and pressure at which it is applied, and for securing uniformity at the junction of two distributor loads. The beginning and ending of each shot of asphalt shall start and stop on a strip of heavy craft paper of not less than thirty (30) inches in width.

In areas inaccessible to the distributor, asphalt shall be applied by means of a hose and spray nozzles attached to the distributor. Care shall be

taken during application of any asphalt to shield the curb and gutter from the asphalt spray; satisfactory means of handling this matter will be insisted upon.

3.3 Application of Aggregate

Immediately after making the first application of asphalt, the surface shall be covered with No. 1 aggregate. The aggregate shall be spread with an approved self-propelled continuous feet aggregate spreader box, or approved equal, at rates as specified below or as directed by the Engineer. If necessary to obtain uniform distribution of aggregates, hand brooming and hand spotting of aggregates will be required. After completion of placing the aggregates, all areas shall be bull-wheeled with a three- wheeled roller weighing not less than 8 tons followed immediately by two complete passes with an approved self propelled pneumatic roller.

The second application of asphalt shall then be made and the No. 2 aggregate shall be applied in the same manner as stated above for the No. 1 aggregate. The Contractor shall be responsible for the maintenance of the surface and the distribution of the excess aggregate until the work is accepted.

On the two successive days following completion of the work as specified above, all areas shall be rolled with at least four complete coverage's with a pneumatic roller. This rolling shall be done in the warm part of the day.

3.4 Rate of Application of Materials

The asphalt and aggregate shall be applied at the rates specified in the following schedule:

Double Asphalt Surface Treatment

Application	Aggregate Gal. Asphalt/Sq. Yd.	Aggregate Cu. Yd. To Sq. Yds.	Designation
First	0.30	1:70	No. 1
Second	0.40	1:110	No. 2

3.5 Cleanup

After completion of the asphalt surfacing, all debris resulting from the construction shall be cleaned up and removed from the site of the work to

an approved place of disposal. The ditches, shoulders and back slopes shall be bladed and graded to true grades and cross sections as shown on the plans. The entire premises of the work shall be left in a clean condition satisfactory to the Engineer, and all costs of cleanup shall be included in the contract unit prices for the items of work involved.

DOUBLE COURSE ASPHALT SURFACE TREATMENT 1
1. SCOPE 1
2. MATERIALS 1
2.1 Asphalt 1
Viscosity Grade AC-5 1
Texas Highway Department 1982 Specifications 1
Viscosity 140 F. Stokes 1.4 --..... 1
2.2 Aggregate 1
Double Asphalt Surface Treatment 2
3. CONSTRUCTION METHODS 2
3.1 Preparation of base 2
3.2 Handling and Applying Asphalt 3
3.3 Application of Aggregate 4
3.4 Rate of Application of Materials 4
Double Asphalt Surface Treatment 4
3.5 Cleanup 4

3/2006

PREPARATION OF ASPHALTIC CONCRETE SURFACE FOR OVERLAY OR SEAL COAT

1. GENERAL

This item includes patching, milling and incidentals to prepare the asphaltic concrete surface for tack coating and overlay or for application of a seal coat.

2. MATERIALS

a. Asphalt

Asphalt for hot mix asphaltic concrete shall be Grade ACl0 Texas Highway Department Item 300.

Asphaltic concrete shall be Type D or Type F Texas Highway Department Item 340 except when the overlay is the second phase of phased construction in which case the asphaltic concrete for full depth patching shall be the grade as shown on the plans.

b. Portland Cement Stabilized Base

Cement stabilized base shall conform to Texas Highway Department Item 274 and shall consist of caliche base materials described in Section 2-C of this specification. Stabilized using 2 sacks of Portland cement per cubic yard. Cement stabilized base may be blade mixed at or near the job site if the contractor can produce a uniformly mixed acceptable product by this method.

3. PATCHING

a. Patching Surface Raveling

Where, in the opinion of the engineer, surface raveling has caused sufficient loss of material to require patching, the contractor shall thoroughly clean the area to be patched by brooming, and/or compressed air nozzle. When the patched area is completely free of loose aggregate and other foreign matter the contractor shall lightly brush the area with emulsified asphalt type SS1 and apply Type F hot mix asphaltic concrete. The asphaltic concrete shall be raked using an asphalt rake and finished smooth a little higher than the existing surrounding surface and compacted using a steel wheel roller and/or a pneumatic roller. Rollers shall be sufficient size and weight to achieve

adequate compaction. Small areas may be compacted using vibrating plate compacters when approved by the Engineer.

b. Patching Deteriorated Surface

When, in the opinion of the engineer, the surface has deteriorated to a point where replacement is required the engineer shall mark the area to be removed and replaced. The contractor shall saw cut for the full depth of the asphaltic concrete and remove said pavement. The saw cut shall be rectangular in shape with the edges being parallel to and at 90` to the centerline of the street. The minimum width for any patch shall be one (l') foot. After the surface has been removed the base shall be carefully smoothed and all loose base material shall be removed. When needed the base shall be reprimed using a light shot of RC 250 or MC 30 asphalt. After the prime coat has penetrated the base material, the contractor shall apply tack coat to the sawed edges of the surface and place Type D asphaltic concrete to a sufficient depth above the existing surface to provide a compacted surface slightly higher than the adjacent surface. The patch shall be compacted to a density of 92% to 97% Rice density using steel wheel and or pneumatic rollers.

c. Patching Deteriorated Substructure

When the base and or subgrade have failed and are to be removed, the contractor shall remove the surface as specified for deteriorated surface patching. The weakened base shall be removed to a uniform depth to expose undamaged base or subgrade. The minimum depth of removal shall be six (6") inches. The base and subgrade thus removed shall be replaced with Portland cement stabilize base and compacted to 95% modified proctor density and finished at the level of the abutting base. The finished base shall be primed and the surface replaced as specified for patching deteriorated surface.

4. MILLING

Surface milling shall be accomplished using approved asphalt milling machines. The maximum depth of milling shall be one (l") inch.

Milling shall be as directed by the engineer to remove asphaltic concrete placed at valley gutters, gutters and at the ends of the first phase of phased construction for drainage and to remove the asphaltic concrete placed for a smooth connection between that phase and the existing paving. The Engineer may also direct milling to

remove ridges and ruts that have formed on the pavement surface.

The Contractor shall be responsible for controlling the milling operation so that only these areas which require milling are milled. No measurement or payment will be made for milling where only superficial surface marks are left and from which no material is removed. When milling is required to remove ridges and ruts the low areas between ridges and ruts will be considered as "milled surface" for payment.

If a smooth straight joint can not be made by milling the contractor may be required to saw cut a one (l") inch depth groove at the edge of the milled area and remove material between the saw cut and the milled area by hand. No separate payment will be made for this saw cut when required.

5. MEASUREMENT AND PAYMENT

a. Patching Surface Raveling

Measurement will be made of the actual square footage of surface area patched. Payment will be made at the price bid per square foot for patching surface raveling in the bid proposal.

b. Patching Deteriorated Surface

Measurement will be made of the square yards of street surface replaced.

Payment will be made for the actual number of square yards of street surface replaced at the price bid per square yard for patching deteriorated surface in the bid proposal.

c. Portland Cement Stabilized Base

Measurement will be made of the actual cubic yards of compacted cement stabilized base in place.

Payment will be made at the price per cubic yard bid for compacted in place Portland cement stabilized base in the bid proposal.

d. Saw Cutting

Measurement will be made of the actual length of full depth saw cut made as directed by the engineer. No measurement will be made of the sawing required to square up poor milling edges.

Payment will be made at the price per linear foot of full depth saw cutting for the actual number of feet of saw cut as measured above.

No payment will be made for saw cutting required to square up the edges left by improper, inadequate or poor quality milling.

e. Milling

Measurement will be made of the actual area milled. No measurement will be made of areas where milling leaves only superficial surface marks from which no material was removed.

Payment will be made for the actual number of square yards of surface milling as measured above at the unit price bid per square yard of surface milling in the bid proposal.

01/04

SEAL COAT

I. DESCRIPTION

This item shall consist of the application of liquid asphalt to the existing pavement surface followed by placement of cover aggregate and rolled to increase adhesion, together with other operations necessary to form a complete durable seal coat.

II. MATERIALS

A. Asphaltic Materials

The material shall be homogeneous, shall be free from water, shall not foam when heated to 347 degrees F and shall meet the following requirements:

		VISCOSITY GRADE	
TEST		AC-5 Min/Max	AC-10 Min/Max
Viscosity, 140 F stokes		500+100	1000+200
Viscosity, 275 stokes		1.4	1.9
Penetration, 77F, 100g, 5 sec.		135	85
Flash Point, C.O.C.F.		425	450
Solubility in trichlorethylene	%	99.0	99.0
Tests on residues from thin film oven test: Viscosity, 140 F stokes		1500	3000
Ductility, 77 F 5cms per min, cms		100	70
Spot Test		Negative for all grades	

B. Storage, Heating and Application Temperatures

Asphalt materials should be applied at the temperature which provides proper and uniform distribution and within practical limits avoiding higher temperatures than necessary. Satisfactory application usually should be obtained within the recommended ranges shown below. No material shall be heated above the following maximum temperatures:

Applications and Mixing

TYPE-GRADE	Recommended Range, F	Maximum Allowable, F	Heating and Storage Maximum, F
AC-5, 10	275-350	375	400

NOTE:Heating of asphalt materials (except emulsions) constitutes a fire hazard to various degrees. Proper precautions should be used in all cases and especially with RC cutbacks.

Warning to Contractors: Attention is called to the fact that asphaltic materials are very flammable. The utmost care shall be taken to prevent open flames from coming in contact with the asphaltic materials or the gases of same. The Contractor shall be responsible for damages from any fires or accidents which may result from heating the asphaltic materials.

C. Additives

1. Latex Additive: A minimum of two percent by weight latex additive (solids basis) shall be added to AC-5 asphalt when specified on the plans or in other specifications in the contract. The latex additive shall be governed by the following specifications:

The latex is to be an anionic emulsion of butadiene-styrene low-temperature copolymer in water, stabilized with fatty-acid soap so as to have good storage stability, and possessing the following properties:

Monomer ratio, B/S 70/30
Minimum solids content 67%
Solids content per gal @ 67% ..... 5.3 lbs
Coagulum on 80-mesh screen ..... 0.1% max

Type Anti-oxidant ..... staining
Mooney Viscosity of Polymer
(M/L4 @ 212 F) ....100 min
pH of Latex ..... 9.4 - 10.5
Surface Tension ..... 28-42 dynes/cm^2
Brookfield Viscosity
of Latex ..... 1200 ps max @ 67% solids

The finished latex-asphalt shall meet the following requirements:

Viscosity at 140 F, stokes ..... 1500 max
Ductility at 39.2F, 1cm per min, cm..... 100 min

2. Anti-stripping Agent. An approved liquid anti-stripping agent shall be added to the asphalt used on this project when called for on the plans or elsewhere in the specifications or bid proposal. The rate of application shall be in accordance with the manufacturers recommendations. The minimum anti-stripping agent added shall be one/half (1/2) of 1%. The anti-stripping agent shall be Permatac or approved equal.

D. Regular Aggregate

Regular aggregate shall be Type B Grade 4 or Grade 5 crushed gravel, or crushed stone as specified in Item 302 of the Texas State Department of Highways and Public Transportation (T.S.D.H.P.T.) 1982 Standard Specification for Construction of Highways, Streets, and Bridges with the following exceptions:

1. Limestone other than natural limestone rock asphalt will not be approved for use on this project.

2. Aggregate shall contain not more than 1% by weight of organic matter, clays, loam or pebbles coated therewith and shall contain not more than 5% by weight of any one of or combination of slate, shale, schist or soft particles of sandstone when tested in accordance with Test Method Tex-217-F.

3. Aggregate Gradation, expressed as a percentage of weight, shall be as follows:

Grade 4	Percent by Weight		
Retained on 5/8" sieve			0
Retained on 1/2" sieve	0	-	2
Retained on 3/8" sieve	5	-	35
Retained on No. 4 sieve	80	-	100
Retained on No. 10 sieve	98	-	100
Passing No. 200 sieve	0	-	0.5

Grade 5	Percent by Weight		
Retained on 1/2" sieve			0
Retained on 3/8" sieve	0	-	5
Retained on No. 4 sieve	40	-	85
Retained on No. 10 sieve	98	-	100
Retained on No. 20 sieve	99	-	100

When no aggregate grade is shown on the plans or called for elsewhere in the specifications or bid proposal, Grade 5 aggregate will be furnished.

4. The percent of wear, as determined by ASTM C-131, shall not exceed 25%.

5. The percent loss of the aggregate, as determined by ASTM C-88 using a magnesium sulfate solution and a four cycle test, shall not exceed 30%.

E. Precoated Aggregate

Precoated aggregate shall be Type PB Grade 4 or Grade 5 crushed gravel, or crushed stone as specified in Item 304 of the T.S.D.H.P.T. 1982 Standard Specification for Construction of Highways, Streets, and Bridges with the following exceptions:

1. Those exceptions listed in Paragraph II 2(B) above.

2. The precoated aggregate shall be coated with 1.0 to 2.0 per cent by weight of asphaltic cement of Grade AC-20.

F. Joint Paper

Paper used for starting and stopping asphalt application, as well as making fabricated paper discs to protect manhole covers and valve covers, shall be a non-absorbent, high grade 60# Kraft paper, 30" in width.

The contractor shall cover all manhole and valve box lids with paper discs, furnished by Contractor, immediately before application of asphalt and remove same immediately after application of rock.

G. Delivery Tickets

A legible copy of the delivery tickets for all materials to be used on this project shall be furnished to the City's representative at the time materials are delivered to the project stock pile and storage site.

III. CONSTRUCTION METHODS

A. Equipment

In general, all equipment used on this project shall be in good working order and in sufficient quantity to insure proper expedition of the seal operation.

1. Asphalt Handling Equipment

The asphalt distributor shall have been recently calibrated and the Engineer shall be furnished an accurate and satisfactory record of such calibration. The distributor shall be an approved type of self-propelled pressure distributor so operated as to distribute the material in the quantity specified, evenly and smoothly, under a pressure necessary for proper distribution. The Contractor shall provide all necessary facilities for determining the temperature of the asphaltic material in all of the heating equipment and in the distributor, for determining the rate at which asphalt is applied, and for securing uniformity at the junction of two distributor loads. All storage tanks, piping, retorts, booster tanks, and distributors used in storing or handling asphaltic material shall be kept clean and in good operating

condition at all times, and they shall be operated in such manner that there will be no contamination of the asphalt with foreign material. It shall be the responsibility of the Contractor to provide and maintain in good working order a recording thermometer at the storage heating unit at all times.

2. Drag Broom

A drag broom shall be required if the aggregate is not properly distributed. The drag broom shall be furnished at no additional cost to the City.

3. Pneumatic-tire Roller

Pneumatic-tire rollers shall be of the self-propelled type consisting of not less than 7 pneumatic-tired wheels, running on axles in such manner that the rear group of tires will not follow in the tracks of the forward group, and mounted on a rigid frame and provided with a loading platform or body suitable for ballast loading. The roller shall be not less that 10 tons in weight and carry not less than 50 pounds pressure in each tire.

4. Aggregate Spreader

Aggregate spreader shall be an approved self-propelled continuous feed aggregate spreader. The spreader shall be equipped with a disposable trash box for placing debris removed from spreader box scalping screen.

5. Miscellaneous Equipment

The Contractor shall have available for immediate use at no additional cost one rock blade and one drag broom if their use is required by the Engineer. These pieces of equipment shall not be pulled by rollers. In addition, the Contractor shall furnish one tail gate aggregate spreader and one dump truck, equipped to receive the tail gate spreader.

6. Truck Scale

A truck scale conforming to the requirements of item 520 of "Texas State Department of Highways and Public Transportation 1982 Standard Specifications for Construction of Highways, Streets and Bridges" shall be furnished by the Contractor at aggregate stockpile sites.

B. Surface Preparation

The City of Midland will sweep all streets to be sealed ahead of the Contractor. This sweeping by the City of Midland is not intended to be a final cleaning preparation for the application of asphalt but is intended as an aid to the Contractor.

Prior to placing the seal coat, loose dirt and other objectionable material shall be removed from the existing surface by the Contractor. The surface will be cleaned with rotary brooms. Hand brooms will be used in areas not accessible to the rotary broom. The Engineer shall approve all streets before application of any asphalt.

C. Application of Bituminous Material

Paper shall be spread on the surface for a sufficient distance back form the end of each application so that flow through sprays may be started and stopped on the paper, and so that all sprays will operate properly over the entire length being treated.

No asphaltic material shall be applied when the total of air temperature plus pavement surface temperature is less than 120" F.

No equipment or vehicular traffic shall be allowed to cross over joint paper in place, except the distributor.

Immediately following the application of asphaltic material, the Contractor shall remove all joint paper and load same on a designated vehicle. At the end of each day, all paper shall be disposed of at the City Landfill.

Following all preparation outlined above, the Contractor shall immediately apply asphaltic materials at the specified rates and temperatures designated by the Engineer.

If the Contractor employs only one distributor in the seal operation, he shall be required to seal all designated filets and street stubs in the seal area before moving to another section of the City. If two distributors are used, one distributor will be employed only to seal filets and street stubs.

The use of a second distributor to seal filets and street stubs shall require the following additional equipment; one dump truck equipped with tailgate spreader, and one self-propelled pneumatic roller. All rolling shall be deferred until aggregate is dry.

D. Application of Aggregate

Aggregate shall be immediately and uniformly applied and spread by an approved self-propelled continuous-feed aggregate -8- spreader, unless otherwise authorized by the Engineer. Aggregate shall be applied at the approximately rate directed by the Engineer.

Vehicles used to transport aggregate from stockpiled area to spreading machine shall be weighed and a weight ticket issued for each load. Weight tickets shall show truck identification No., tare weight of truck, gross weight, and net weight of aggregate. The weight ticket shall be delivered to the city's representative at the aggregate spreader.

E. Rolling

A minimum of three (3) rollers shall be employed by the Contractor. Rolling shall be controlled by the Engineer during the entire project. The speed of all rollers will be held to a maximum of 5 miles per hour during the rolling process. When surface moisture is present on aggregate, "Rolling shall be deferred until aggregate is dry.

F. Stockpiling

All aggregate stockpiles shall be placed on a paved surface or areas acceptable to the Engineer.

When dust from the aggregate creates a nuisance or when aggregate fails to adhere to the asphalt the Engineer may require the Contractor to "water down" the aggregate stock pile.

When, directed by the Engineer, or desired by the Contractor, aggregate stockpiles will be "watered down". When the "watered down" aggregate does not adhere to the asphalt properly the Engineer may direct that water for this purpose contain 5% EA10S emulsified asphalt and/or an approved wetting agent. The Engineer may direct the contractor to increase the amount of emulsified asphalt added to the water if, in his opinion, desired results are not being achieved. No separate payment shall be made for emulsified asphalt, water or wetting agent but the cost shall be considered as an incidental cost for furnishing satisfactory aggregate.

G. Cleanup

Clean up shall be maintained on a timely manner as the work progresses. All debris scattered on the sidewalks and driveways shall be swept up by the Contractor. Sweeping debris onto freshly sealed streets shall not be allowed.

City forces will remove excess aggregate from the street and gutters after the project is completed.

H. Maintenance

The Contractor will be required to maintain all sealed streets until final acceptance of the project by the Engineer. Maintenance shall consist of adding additional coverstone when required, rolling, pony blading, or drag brooming.

IV. MEASUREMENT

Asphaltic material shall be measured in gallons at the applied temperature at the point of application.

Aggregate shall be measured by the ton in vehicles as delivered to the aggregate spreader and applied on the street. Trucks will not be allowed to leave the construction area with a partial load. If it becomes necessary for a truck to leave the area because of mechanical failure or other reasons, a second weigh ticket for that truck will be required.

Rolling shall be measured by the hours of actual rolling for each roller.

V. PAYMENT

Payment shall be made as provided under "Measurement" at the unit price bid for "aggregate", "asphalt", and "rolling" and shall be full compensation for furnishing and incorporating the materials "Aggregate" and "Asphalt" (and additives where applicable) into a composite product; for delivering, stockpiling; for brooming, compaction, and rolling; for cleaning the existing surface; for cleaning excess bituminous material; cleaning gutters; for cleaning sidewalks and driveways; for cleaning stockpile sites; for all required maintenance; for pony blading; for drag brooming; for adding additional cover aggregate; for all labor, equipment, supervision, tools, overhead, profit, and any other incidentals necessary to complete the work required under the conditions of these plans and specifications to the satisfaction of the Engineer.

08/07

ASPHALT - RUBBER SEAL COAT

(Stress Absorbing Membrane)

1. SCOPE

This specification covers the material, equipment, and construction procedures for a Stress Absorbing Membrane (seal coat).

2. PREQUALIFICATION OF A NEW ASPHALT-RUBBER MATERIAL

Pre-qualification of a new asphalt-rubber material or applicator may be requested at any time. Pre-qualification will be based on three controlled field applications evaluated after three years' performance under traffic. New asphalt-rubber material that has been evaluated and pre-qualified by an agency recognized nationally may be pre-qualified by that agency upon disclosure of suitable evidence of successful performance. Notwithstanding other agency pre-qualification, the City reserves the right to withhold pre-qualification pending the performance evaluation of local controlled field applications.

3. MATERIALS

3.1 Asphalt

The grade of asphalt cement for the asphalt-rubber mixture shall be AC - 5 or AC - 10 which shall comply with the requirements of Item 300 "Asphalt, oils and emulsions" of Texas State Department of Highways and Public Transportation 1982 Standard Specification for Construction of Highways, Streets and Bridges. The grade selected shall be based on laboratory testing by the asphalt-rubber supplier, to insure compatibility with the granulated reclaimed rubber.

If indicated necessary by laboratory testing, an approved anti-stripping additive may be added to the asphalt cement up to 1.0 percent by weight of asphalt.

3.2 Granulated Reclaimed Rubber

The granulated reclaimed rubber used shall be produced primarily from the processing of automobile and truck tires. The rubber shall be produced by ambient temperature grinding processes only.

The gradation of the granulated reclaimed rubber when tested in accordance with ASTM C-136 and using a 50 gram +/- 1 gram sample, shall meet the

following requirements:

Sieve Sizes	Percent Passing
#8	100
#10	95 - 100
#16	40 - 60
#30	0 - 10
#50	0 - 5

The use of rubber from multiple sources is acceptable provided that the overall blend of rubber meets the gradation requirements.

The individual granulated rubber particles, irrespective of diameter, shall not be greater in length than 3/16 inch (5mm).

The granulated rubber shall have a specific gravity of 1.15 +/- 0.05 and shall be free of loose fabric, wire and other contaminants except that up to 4 percent (by weight of rubber) calcium carbonate or talc may be added to prevent rubber particles from sticking together. The rubber shall be sufficiently dry so as to be free flowing and not produce a foaming problem when blended with the hot asphalt cement.

The granulated reclaimed rubber shall be accepted by certification from the rubber supplier.

3.3 **Diluent**

The diluent shall have the following properties:

Flash Point	130° F Minimum
Initial Boiling Point (ASTM D-86)	340° F Minimum
Dry Point (ASTM D-86)	390° - 415° F
Total Saturates	85% Minimum

3.4 **Asphalt - Rubber**

The asphalt-rubber supplier shall furnish to the engineer a minimum of 10 days before the beginning of membrane placement, the asphalt-rubber mix formulation which shall contain the following information:

Asphalt Cement
Source of Asphalt Cement

Grade of Asphalt Cement
Percentage of Asphalt Cement by total weight of the asphalt-rubber mixture.

Granulated Reclaimed Rubber
Source of Granulated Rubber
Grade of Granulated Rubber
Percentage of Granulated Rubber by total weight of the asphalt-rubber mixture.

If granulated rubber from more than one source is utilized the above information will be required for each granulated rubber used.

Diluent
Source of Diluent
Grade of Diluent
Percentage of Diluent allowable by volume of the asphalt-rubber mixture.

3.5 **Cover Aggregate**

Aggregate shall be composed of a clean and durable crushed rock, crushed gravel or crushed slag conforming to Item 304 "Aggregate for Surface Treatments (pre-coated)" of Texas State Department of Highways and Public Transportation 1982 Standard Specification for Construction of Highways, Streets and Bridges, grade No. 3 or No. 4.

Proposed aggregate samples shall be submitted to the asphalt-rubber supplier a minimum of 21 days prior to application, to test for aggregate stripping characteristics. The results shall be submitted to the engineer. Anti-strip will be included as a contingency bid item.

4. **EQUIPMENT**

4.1 **General**

The equipment used by the contractor shall include a self propelled rotary power broom or mobile pickup broom for pavement cleaning and excess cover material removal.

4.2 **Asphalt-Rubber Equipment**

All equipment utilized in the production and application of the asphalt-rubber shall be so designed and accessible that the Engineer can readily determine

the percentage by weight for each material being incorporated into the mixture and shall be as described as follows:

4.2.1 An asphalt heating tank with a hot oil heat transfer system or retort heating system capable of heating asphalt cement to the necessary temperature for blending with the granulated rubber. This unit shall be capable of heating a minimum of 3,000 gallons of asphalt cement.

4.2.2 An asphalt-rubber mechanical blender with a two stage continuous mixing process capable of producing a homogenous mixture of asphalt cement and granulated rubber, at the mix design specified ratios, as directed by the engineer. This unit shall be equipped with a granulated rubber feed system capable of supplying the asphalt cement feed system, as not to interrupt the continuity of the blending process. A separate asphalt cement feed pump and finished product pump are required. This unit shall have both an asphalt cement totaling meter in gallons and a flow rate meter in gallons per minute.

4.2.3 A truck mounted self powered distributor truck equipped with a retort heating unit, and an internal mixing device capable of maintaining a uniform mixture of asphalt cement and granulated rubber. It shall be equipped with a full circulating spreader bar and a pumping system capable of applying asphalt-rubber material within +/- .05 gallons per square yard tolerance of the specified application rate and must give a uniform covering of the surface to be treated. The distributor shall have a boot board on the rear of the vehicle and a bootman shall accompany the distributor. The bootman shall ride in a position so that all spray bar tips are in full view and readily accessible for unplugging if a plugged tip should occur. The distributor shall also include a tachometer, pressure gauge, volume measuring device and a thermometer.

4.3 Cover Material Spreader

The cover material (chip) spreader shall be a self-propelled machine with an aggregate receiving hopper in the rear, belt conveyors to carry the aggregate to the front, and a spreading hopper equipped with a full-width distribution auger and spread roll. The spreader shall be in good mechanical condition and be capable of applying the cover material uniformly across the spread at the specified rate.

4.4 Rolling Equipment

A minimum of three operational self-propelled pneumatic-tired rollers shall be used for the required rolling of the cover material. The pneumatic tired rollers shall carry a minimum loading of 3,000 pounds on each wheel and a

minimum air pressure of 100 pounds per square inch in each tire.

4.5 **Hauling Equipment**

Trucks for hauling cover material shall be tailgate discharge and shall be equipped with a device to lock onto the hitch at the rear of the cover material spreader. Haul trucks shall also be compatible with the cover aggregate spreader so that the dump bed will not push down on the spreader when fully raised or have too short a bed which results in aggregate spillage while dumping into the receiving hopper.

5. **CONSTRUCTION**

5.1 **General**

Streets to receive the asphalt-rubber stress absorbing membrane or seal coat shall be prepared in accord with Section 2-C-1 "Preparation of Asphaltic Concrete Surface for Overlay or Seal Coat" of these specifications.

Immediately prior to the application of the asphalt-rubber membrane, the surface shall be thoroughly cleaned in order to insure adequate adhesion of the asphalt-rubber to the pavement.

Due to the handling characteristics of asphalt-rubber, when radii and other irregular areas are to be sealed it is recommended that this be done with an RS or CRS chip seal emulsion or paving grade asphalt cement.

5.2 **Asphalt-Rubber Mixing and Reaction**

The percentage of granulated rubber shall be 23 percent plus or minus 3 percent by weight of total asphalt-rubber mixture, the exact granulated rubber content shall be as determined by the mix design submitted by the asphalt-rubber supplier. During membrane placement the granulated rubber percentage shall not fluctuate more than 1 percent by weight of total asphalt-rubber mixture.

The temperature of the asphalt cement shall be between 350° and 400° F at the addition of the granulated rubber. The asphalt and rubber shall be combined and mixed together in the asphalt-rubber blending unit and reacted in the distributor for a period of time as required by the engineer which shall be based on laboratory testing by the asphalt-rubber supplier. The temperature of the asphalt-rubber mixture shall be above 350° F during the reaction period.

After the reaction between asphalt cement and granulated rubber has occurred, the viscosity of the hot asphalt-rubber-mixture may be adjusted for spraying and/or better "wetting" of the cover material by the addition of a diluent. The diluent shall comply with the requirements of Section 3.3 and shall not exceed 7.5 percent by volume of the hot asphalt-rubber mixture.

When a job delay occurs after full reaction, the asphalt-rubber may be allowed to cool. The asphalt-rubber shall be reheated slowly just prior to application but not to a temperature exceeding 350° F. An additional quantity of diluent not exceeding 3 percent by volume of the hot asphalt-rubber mixture may be added after reheating.

5.3 Application of Asphalt-Rubber Material

Placement of the asphalt-rubber membrane shall be made only under the following conditions.

1. The pavement surface temperature shall be 45° F and rising.

2. The pavement surface is clean and absolutely dry.

3. The wind conditions are not excessive.

4. All construction equipment such as asphalt-rubber distributor, cover material spreader, haul trucks with cover material, and rollers are in position and ready to commence membrane placement operations.

5. Rain is not imminent.

The asphalt-rubber mixture shall be applied at a temperature of 300° to 350° F at a rate of between .55 and .65 gallons per square yard. Transverse joints shall be constructed by placing building paper across and over the end of the previous asphalt-rubber application. Once the spraying has progressed beyond the paper, the paper shall be removed immediately and disposed of as directed by the engineer. All longitudinal joints shall not exceed a four inch overlap.

5.4 Application of Cover Material

Cover material shall be applied immediately to the asphalt-rubber after spreading at a rate of 25 to 35 pounds per square yard.
At the time of application to the asphalt-rubber, cover material shall be

surface dry so as to gain proper adhesion to the asphalt-rubber material.

5.5 Rolling

At least three operational pneumatic-tired rollers complying with the requirements of Section 4.4 shall be provided to accomplish the required embedment of the cover material. At some project locations or where production rates dictate, fewer rollers may be utilized as directed by the engineer. At no time shall there be less than two operational pneumatic tired rollers on a project.

Sufficient rollers shall be used for the initial rolling to cover the width of the aggregate spread with one pass. The first pass shall be made immediately behind the cover material spreader, and if the spreading is stopped for an extended period, the cover material spreader shall be moved ahead or off the site so that all cover material may be immediately rolled. Four complete passes with rollers shall be made with all rolling completed within one hour after the application of the cover material.

5.6 Traffic Control

Except when it is necessary that hauling equipment must travel on the newly applied membrane, traffic of all types must be kept off the membrane until it has had time to set properly. The speed of all hauling equipment shall not exceed 15 miles per hour when traveling over a membrane which is not adequately set. The minimum traffic free period shall not be less than one hour.

5.7 Removing Loose Cover Material

Sweeping can begin a minimum of one hour after membrane placement.

5.8 Method of Measurement and Basis of Payment

5.8.1 Asphalt-Rubber

a) Measurement will be made of the actual number of gallons of Asphalt-Rubber including asphalt placed in accord with these specifications.

b) Payment will be made at the price bid per gallon of Asphalt-Rubber in the bid proposal and will be full compensation for furnishing all asphalt, rubber, extender and for all labor,

equipment and incidentals for placing the asphalt-rubber on the Street surface.

5.8.2 **Cover Aggregate**

a) Measurement will be made of the actual number of tons of pre-coated aggregate placed in accord with these specifications.

b) Payment will be made at the price bid per ton of pre-coated aggregate in the bid proposal and shall be full compensation for furnishing all pre-coated aggregate and for all labor and equipment including rollers and rolling for the complete surface in place.

5.8.3 **Rolling**

a) No measurement will be made of rolling but rolling shall be considered as incidental to placing of the cover aggregate.

b) No separate payment will be made for rolling. The cost of rolling shall be included in the price per ton of cover aggregate in the bid proposal.

5.8.4 **Anti strip agent**

a) Anti stripping agent, when used, shall be measured by the gallon.

b) Payment for anti stripping agent shall be made at the price per gallon of anti stripping agent bid in the bid proposal.

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POLYMER MODIFIED SLURRY SEAL (MICRO-SURFACE)

I. SCOPE

This specification covers the design, application, testing, quality control and measurement and payment for a complete in place "polymer modified micro surface" constructed on existing paved surfaces cleaned and prepared in accordance with the item 2-C-1 "PREPARATION OF ASPHALTIC CONCRETE SURFACE FOR OVERLAY OR SEAL".

2. DESCRIPTION

This specification covers all materials, equipment, construction and application procedures for rut filling and/or surfacing of existing paved surfaces. The micro-surfacing shall be a mixture of cationic polymer modified asphalt emulsion, mineral aggregate, mineral filler, water and other additives, properly proportioned, mixed and spread on the paved surface in accordance with this guideline and as directed by the Engineer.

3. MATERIALS

3.1 Emulsified Asphalt

(1.) The emulsified asphalt shall be a cationic emulsified type, designated as CSS-1P and shall comply with the following requirements.

	Min.	Max.
Viscosity, Saybolt Furol, 25 C (77 F), Sec.	**20**	**100**
Storage Stability test, one day, percent	**-**	**1**
Particle charge test		**Positive**
Sieve test, percent	**-**	**0.1**
Distillation:		**-** **-**
Oil distillate, by volume of emulsion, %	**-**	**0.5**
Residue, %		**62** **-**
Test on Residue from Distillation:		
Penetration, 77 F, 100 g, 5 seconds	**55**	**90**
Ductility, 77 F, 5 cm/min, cm	**70**	**-**
Solubility in trichloroethylene , %	**97**	**-**
Softening Point, R. & B., F	**135**	**-**
Viscosity, absolute 60 C (140 F), Poise		**8000** **-**

This standard distillation procedure shall be modified as follows: The temperature on the lower thermometer shall be brought slowly to 350 degrees plus or minus 10 degrees F and maintained at this point for 20 minutes. Complete the total distillation in 60 plus or minus 5 minutes from the first application of heat.

(2). The emulsion shall be modified with an approved Polymer. The distillation residue of the modified emulsion shall contain a minimum of three percent (3%) polymer solids by weight. The modified emulsion shall pass all applicable storage and settlement tests. The polymer material shall be milled into the emulsion or blended into the asphalt cement prior to the emulsification process. The cement-mixing test shall be waived for this emulsion.

(3). The polymer modified emulsified asphalt shall be so formulated that when the paving mixture is applied with the relative humidity at not more than 50% and the ambient temperature at least 75° F, the paving mixture will sufficiently cure so that uniformly moving traffic can be allowed in approximately one hour. Locations such as driveways, Intersections and where sharp turning may take place or where vehicles may accelerate sharply, additional curing time may be required.

(4). The contractor shall notify the Engineer of the source of his asphaltic material prior to the design or production of the surfacing mixture and this source shall not be changed during the course of the project, except on written permission by the Engineer.

3.2 Mineral Aggregate

(1) Description. One Hundred percent (100%) of the mineral aggregate shall be crushed and shall be composed of clean, tough and durable particles of traprock, granite, sandstone or other approved aggregates. A sand equivalent of 65 or higher is required. The aggregate shall have a weight loss of not more than 12% when sodium sulfate is used or 18% when magnesium sulfate is used in accordance with Test Method Tex-411-A, using 5 cycles. The aggregate shall be one that has proven resistant to polishing in roadway surfacing.

(2.) Grades. When tested by Test Method Tex-200-F, Part I, the gradation requirements shall be as follows:

Grade 1 (Fine Graded Surface Course)	Percent Aggregate By Weight
Passing 3/8" sieve	100
Passing No. 4 sieve	98-100
Passing No. 8 sieve	75 -90
Passing No. 16 sieve	50- 75
Passing No. 30 sieve	30- 50
Passing No. 50 sieve	18- 35
Passing No. 200 sieve	5 -15

Grade 2 (Coarse Graded Surface Course)	Percent Aggregate By Weight
Passing 1/2" sieve	100
Passing 3/8" sieve	99-100
Passing No.4 sieve	86- 94
Passing No. 8 sieve	45- 65
Passing No. 16 sieve	25- 46
Passing No. 30 sieve	15 - 35
Passing No. 50 sieve	10 - 25
Passing No. 200 sieve	5- 15

(3.) Mineral Filler. Mineral filler shall be non-air entrained Portland cement that is free of lumps or foreign matter.

3.3 Water

The water shall be portable and shall be free of harmful soluble salts.

3.4 Other Additives

Additives supplied by the emulsion manufacturer may be added to the emulsion mix or to any of the component materials to provide control of the set time in the field.

4. LABORATORY EVALUATION

4.l General

Before work commences, the contractor shall submit a signed mix design covering the specific materials to be used on the project. This design shall be performed by the contractors or suppliers laboratory or by a qualified laboratory chosen by the owner. Once the materials are approved, no substitution will be permitted, unless first tested and approved by the laboratory preparing the mix design. The cost of mix design shall be born by the contractor.

4.2 Designing Job Mix

The qualified laboratory shall develop the job mix design and present certified test results for the contractor approval. Compatibility of the aggregate and modified CSS-1P shall be verified by the mix design. The mix design must be made using samples taken from the actual materials proposed for use in the project and in accordance with the procedures and requirements of Article 5.1 below.

5. PAVING MIXTURE

5.1 Mixture Design.

The mix shall be designed in accordance with Texas State Highway Department Bulletin C-14 and Test Method Tex-204-F, using Test Method Tex-227-F to supplement Test Method Tex-201-F and Tex-202-F to conform to the requirements herein. The above laboratory mixing and curing procedures may be modified as approved by the Engineer. The emulsified asphalt content will be selected by the Engineer to provide an optimum laboratory compacted density within the range of 94 to 97%. A minimum Hveem stability of 35 is required for placements exceeding a depth of twice the maximum aggregate size.

This is a mix design requirement, to be verified by testing of trial batch material prior to placement of project material. Hveem Stability testing will be performed by the selected laboratory. The Engineer will determine the frequency of job control density and stability testing. The Contractor shall furnish the mix design for the type of mixture specified together with applicable design worksheets and data. The Bulk Specified Gravity will be determined for each aggregate to be used in the design mixture. If the determined values vary by 0.300 or more, the mixture design will be by the Volumetric Method, Test Method Tex-204-F, Part II. To substantiate the design, trial mixtures will be produced and tested using all of the proposed project materials and equipment prior to any placement. The Engineer may waive trial mixtures if the same design has been proven to be in conformance with these requirements.

5.2 Composition of Mixture.

The Engineer shall approve the design mix and all micro-surfacing materials and methods prior to use and shall designate the proportions to be used within the following limits.

Residual Asphalt	**6 to 9 percent by weight of dry aggregate or 13.5 to 23 percent by volume of the aggregate**
Mineral Filler	**0.5% to 3.0% by dry weight of aggregate**
Modifier	**As required to provide the specified properties**
Water	**As required to provide proper consistency**

5.3 Type

The paving mixture shall consist of a uniform mixture of coarse aggregate, fine aggregate and asphaltic material. The mix may also contain mineral filler and/or additives when required.

The mixture shall be designed so that the mineral aggregate will produce a gradation, which conforms to the limitations for the master grading for the type specified herein. The gradation will be determined in accordance with Test Method Tex-200-F (Dry Sieve Analysis) and shall be based upon aggregate only. The amount of asphaltic material shall conform to the limitation for the type specified.

The aggregate grade shall be as shown on the plans. If no grade is shown on the plan grade 2 aggregate shall be used.

5.4 Tolerances

The aggregate portion of the paving mixture produced shall not vary from the design gradation by more than the tolerances that follow. The material passing the No. 200 sieve is further restricted to conform to the limitations for the master grading for the type specified. The asphaltic material portion of the paving mixture shall not vary from the design amount by more than the allowed tolerance and is also restricted to conform to the master limits. The method of test for determining the aggregate gradation and asphalt content of the mixture shall be Test Method Tex-210-F or other methods of proven accuracy.

	Percent by Weight or Volume as Applicable
Passing 3/8" sieve, retained on No. 4 sieve	**Plus or minus 5**

Passing No. 4 sieve, retained on No. 8 sieve	**Plus or minus 5**
Total retained on No. 8 sieve	**Plus or minus 5**
Passing No. 8 sieve, retained on No. 16 sieve	**Plus or minus 3**
Passing No. 16 sieve, retained on No. 30 sieve	**Plus or minus 3**
Passing No. 30 sieve, retained on No. 50 sieve	**Plus or minus 3**
Passing No. 50 sieve, retained on No. 200 sieve	**Plus or minus 3**
Passing No. 200 sieve	**Plus or minus 2**

Asphaltic Material Plus or minus 0.5 by wt. or l.2 by vol.

6. EQUIPMENT

6.1 General.

All equipment for the handling of all materials and mixing and placing of the mixture shall be maintained in good repair and operating condition and subject to the approval of the Engineer. Any equipment found to be defective and potentially affecting the quality of the paving mixture will be replaced or, at the option of the Contractor, satisfactorily repaired. It will be the contractor responsibility to prove to the Engineer that the repaired equipment is properly functional.

6.2 Mixing and Proportioning Equipment.

(1.) The material shall be mixed by a self-propelled micro-surfacing mixing machine which shall be a continuous flow mixing unit able to accurately deliver and proportion the aggregate, emulsified asphalt, mineral filler, field control additive and water to a revolving multi-blade twin shafted mixer and discharge the mixed product on a continuous flow basis. The machine shall have sufficient storage capacity for aggregate, emulsified asphalt, mineral filler, field control additive and water to maintain an adequate supply to the proportioning controls. The machine shall be equipped with self-loading devices, which provide for the loading of all materials while continuing to lay micro surfacing.

The machine shall be equipped with opposite side driving stations to optimize longitudinal alignment. The machine shall be equipped to allow the mix operator to have full hydrostatic control of the forward and reverse speed during application of the micro-surfacing material.

The self-loading devices, opposite side driving stations and forward and reverse speed controls shall be original equipment manufacturer design.

(2). Individual volume or weight controls for proportioning each material to be added to the mix shall be provided. Each material control device shall be calibrated and properly marked.

(3) The aggregate feed to the mixer shall be equipped with a revolution counter or similar device so the amount of aggregate used may be determined at any time.

(4) The emulsion pump shall be a positive displacement type and shall be equipped with a revolution counter or similar device so that the amount of emulsion used may be determined at any time.

(5.) The mixing machine shall be equipped with a water pressure system and nozzle type spray bar to provide a water spray immediately ahead of and outside the spreader box.

(6.) The mixing machine shall be equipped with an approved fines feeder that shall provide a uniform, positive, accurately metered, predetermined amount of the specified mineral filler.

6.3 Spreading Equipment.

The paving mixture shall be spread uniformly by means of a mechanical type spreader box attached to the mixer, equipped with paddles, screws or augers to agitate and spread the materials throughout the box. A front seal shall be provided to insure no loss of the mixture at the road contact surface. The rear seal shall act as a final strike off and shall be adjustable and shall break in the middle so that the screed can be adjusted to fit the crown of the street including inverted crowns. The rear seal carrier shall be capable of being fitted with a rubber seal or a steel strike off bar.

The spreading equipment shall be readily adjustable in width so that laying widths can be changed without undue delay before starting each pass if necessary.

The spreader box and rear strike-off shall be so designed and operated that a uniform consistency is achieved to produce a free flow of material to the rear strike-off. The seam where two spreads join, shall be neat appearing and uniform.

7. STOCKPILING AND STORAGE.

7.1 Aggregate Storage.

If the mineral aggregates are stored or stockpiled, they shall be handled in such a manner as to prevent segregation, mixing of the various materials or sizes, and contamination with foreign materials. The grading of aggregates proposed for use and as supplied to the mixing plant shall be uniform. Suitable equipment of acceptable size shall be furnished by the Contractor to work the stockpiles and prevent segregation of the aggregates. The mineral aggregate shall be screened and weighed at the contractor stockpile prior to job site delivery. The Engineer shall approve screens and scales.

7.2 Storage and Heating of Asphaltic Materials.

The asphaltic material storage shall be ample to meet the requirements of the plant. Asphalt shall not be heated to a temperature in excess of that specified
in the Item "Asphalt's, Oils and Emulsions" Texas Highway Department 1982 Standard Specifications. All equipment used in the storage and handling of asphaltic material shall be kept in a clean condition at all times and shall be operated in such manner that there will be no contamination with foreign matter.

8. CONSTRUCTION METHODS

8.1 General

It shall be the responsibility of the Contractor to produce, transport, and place the specified paving mixture in accordance with these specifications and as approved by the Engineer.

8.2 Street Preparation

Prior to starting the micro-surfacing operation, streets designated to be surfaced shall be prepared in accordance with item 2-C-1 "Preparation of Asphaltic Concrete Surface for Overlay or Seal".

8.3 Weather Limitations.

The material shall be spread only when the atmospheric temperature is at least fifty (50 degrees) F and rising and the weather is not foggy or rainy. No material will be placed when the surface on which it is to be placed is below 50° F.

8.4 Final Surface Preparation

Immediately before placing the micro-surface, the area to be sealed shall be thoroughly cleaned of all vegetation, loose aggregate and soil, and moistened. Water for prewetting the surface shall be applied immediately ahead of the spreader box by use of a pressure spray bar equipped with nozzles that produce a fine mist. The rate of application of water shall be sufficient to dampen the entire surface without any free flowing water ahead of the spreader box. The rate of the mist spray shall be adjusted from time to time during the placing operation to accommodate changes in temperature, surface texture, humidity and dryness of the pavement surface.

8.5 Placing the Mix

(1). The mixture shall be spread to fill cracks and minor surface irregularities and leave a uniform skid resistant application of aggregate and asphalt on the surface. The finished surface shall be neat in appearance without drag marks, excessive buildup or other detracting irregularities.

(2). The speed of operation of the surfacing equipment shall be controlled by the mixer operator at forward speeds between 85 and 225 feet per minute depending on conditions and appearance of the newly placed surface.

If transverse rippling occurs the speed of the equipment shall be reduced until the ripples disappear.

(3). The Engineer shall designate either rubber seal/screed or the steel strike off screed according to the Project requirements.

(4). The depth of mixture in the spreader box shall be carefully controlled to prevent transverse ridging and premature setup of material in the corners of the box and ahead of the screed. In general the depth of mixture in the box should be approximately to the mid point of the auger-agitator.

(5). Auxiliary equipment shall be kept in good working order and free of leaks. Any truck or transport used to bring materials on to the street being surfaced that develops leaks either of the material being transported or fuel and/or oil leaks will be removed from the job site and not allowed to return until it has been thoroughly repaired.

Scales and screens used at the contractors stockpile and storage site shall be kept in good working order.

(6). Spills of surfacing materials or fuel, oil or other detrimental substances on the street ahead of the surfacing operation shall be thoroughly removed before the surface is placed. This may required the operation to be shut down until the street has been cleaned.

(7). No excessive streaks shall be left in the finished surface. When such excessive streaking occurs, the operation shall be immediately stopped and corrective action is taken before resuming the operation.

8.6 Joints

(1). Longitudinal joints shall be placed on lane lines. On residential streets an eight-foot parking lane will be assumed with the centerline being the other lane line.

(2). All longitudinal and transverse joints shall be straight and neat in appearance without excessive build up or bare spots. Any irregularity shall be corrected immediately before the material has started to set up.

(3). The overlap at longitudinal joints shall not exceed 4 inches. When the overlapped pass is only partially set care shall be exercised to avoid skid marks. Any skid marks that occur shall be immediately corrected by removing any partially set material that has been displaced and placing fresh mix in the mark and shaping by use of Lutes, squeegees, hand drags, etc.

Overlapping of longitudinal joints shall not leave a visible build up. Any buildup shall be immediately removed by use of lutes, squeegees, hand drags, shovels or other approved means.

8.7 Mix Stability

The modified mixture shall posses sufficient stability so that premature breaking of the material in the spreader box does not occur. The mixture shall be homogeneous during and following mixing and spreading; it shall be free of excess water or emulsion and free of segregation of the emulsion and aggregate fines from the coarser aggregate.

8.8 Hand Work

Areas that cannot be reached with the mixing machine shall be surfaced using hand squeegees to provide complete and uniform coverage. The area to be hand-worked shall be lightly dampened prior to mix placement. Care shall be exercised to leave no unsightly appearance from handwork. The same type finish as applied by the spreader box shall be required. Handwork shall be completed during the machine applying process.

8.9 Lines

Care shall be taken to insure straight lines along curbs and shoulders. No runoff on these areas will be permitted. Lines at intersections will be kept straight to provide a good appearance.

8.10 Work Force

The contractor shall maintain a work force of adequate size to accomplish the work as specified herein, including the loading and transporting of materials to the job site, the placing of the micro surface, the monitoring of joints and surface and the correction of any deficiencies that occur.

If, at any time, the Engineer or his representative determines that the work force is not adequate to perform all the tasks required for the proper completion of the micro surfacing, work on the project will be halted until adequate personnel are provided and/or modifications in procedure are implemented that will assure proper placement of the surfacing material.

8.11 Scratch or Level up course

A scratch or level up course will be required on certain streets as shown on the plans and/or as directed by the Engineer. This course shall be the same material as the polymer modified surface course and will be placed in the same manner except the spreader shall be equipped with a steel strike off screed. This screed shall be set to run as close to the pavement surface as practical.

The appearance of this course is not as critical as the final surface so long as any marks or blemishes that occur are not of such magnitude that they will affect the appearance of the final course.

8.12 Correction of Deficiencies and Blemishes

After the laydown work is completed and before final acceptance by the

Engineer, spot application of micro- surfacing material may be required to correct any deficiencies such as streaks, scuff marks, tire tracks, gaps, etc. to improve the ride quality and overall appearance. The spot application shall be performed with a full width spreader box when required.

9. QUALITY CONTROL

9.1 Materials

The contractor will permit the Engineer and/or the Independent laboratory to take samples of the aggregate and asphalt emulsion used in the project at the Engineers discretion. Gradation and sand equivalent tests may be run on the aggregate and residual asphalt content tests on the emulsion. Test results will be compared to specifications. Tests will be run at the expense of the owner. The owner must notify the contractor immediately if any test fails to meet the specifications.

9.2 Polymer Modified Micro-Surfacing

Samples of the material may be taken directly from the mixing unit(s). Consistency and residual asphalt content tests may be made on the samples and compared to the specifications. Tests will be run at the expense of the owner. The owner must notify the contractor immediately if any test fails to meet specifications.
The Engineer may use the recorders and measuring facilities of the unit to determine application rates, asphalt emulsion content, mineral filler and additive.

9.3 Non-Compliance

If any two successive tests fail on the stockpile material, the job shall be stopped. It is the responsibility of the contractor, at his own expense, to prove to the Engineer that the conditions have been corrected. If any two successive tests on the mix from the same machine fail, the use of the machine shall be suspended. It will be the responsibility of the contractor, at his own expense, to prove to the Engineer that the problems have been corrected and that the
machine is working properly.

10. CLEAN UP

10.1 Protecting and Cleaning Manholes and Valves

Prior to beginning the sealing operation the contractor shall locate all manhole covers and valve boxes in the area to be sealed. Placing one or

more layers of heavy craft paper or other suitable material over them shall protect manhole covers and valve boxes. The protective covering shall be secured in place so that it does not move or tear during the sealing operation. The contractor shall remove the protective covering and any seal material placed over manhole covers and valve boxes as soon as the seal has set sufficiently to prevent damage to the adjoining seal in the process. The edges around manhole covers and valve boxes shall be neat and smooth and shall conform to the shape and size of the manhole cover or valve box.

10.2 Streets

Clean up along streets shall be accomplished as the work progresses and any excess material that is raked onto or otherwise placed on adjoining concrete curb and gutter, valley gutters or fillet areas or on adjacent asphalt or concrete paving shall be removed before it breaks or sets up.

Before a section of street is opened to traffic all clean up work shall be completed on that section.

11. MEASUREMENT AND PAYMENT

11.1 General

Payment will be made for these items listed in the bid proposal only. All work, materials, labor and appurtenance required to complete the project as shown on the plans or called for in the specifications but not listed in the bid proposal shall be considered as incidental and no separate payment will be made. The cost of these incidentals must be included in the price bid for the various items listed in the bid proposal.

11.2 Measurements

(1). Measurement will be made of the actual number of tons of each type or grade of the Composite Polymer Modified Slurry Seal (Micro-Surface) complete in place. For this specification a ton is considered 2000 lbs. and the composite slurry seal mixture is defined as the asphalt,
aggregate and additives.

All materials shall be weighed on certified public scales or the contractor shall place a set of standard truck scales at a site approved by the Engineer. Scales shall conform to the requirements of the item "Weighing and measuring equipment" Texas Highway Department 1982 Standard Specifications.

(2). Aggregate - The quantity of aggregate used in the accepted portions of the work shall be measured by net ticket weight of each individual load of
aggregate shipped to the project from the approved job site scale.

The weight of mineral additive used shall be calculated and included in the total aggregate weight.

(3). Polymer Modified Asphalt Emulsion. The quantity of polymer modified asphalt emulsion in the accepted portion of the work shall be measured by tons of material based on the accepted load tickets issued from the manufacturer. At the completion of the project any unused emulsion shall be weighed back and that quantity deducted from the accepted asphalt emulsion quantity delivered.

11.3 Payment

Payment will be made for the number of tons of micro surface measured at the applicable unit price bid per ton of micro surface in the bid proposal. This payment shall be full and complete compensation for the complete in place micro surface.

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P.V.C. PIPE CASINGS

1. SCOPE

   This item consists of furnishing and installing PVC pipe for casing for future water and electric lines at locations shown on the plans or as directed by the Engineer.

2. MATERIAL

   Pipe shall be ASTM D 1785 schedule 40 PVC pipe or ASTM D 2241 PVC SDR 32.5 pressure pipe. The ASTM designation and schedule or SDR shall be clearly marked on the outside of the pipe.

3. CONSTRUCTION

   Pipe shall be laid in straight alignment and grade in trenches as narrow as the diameter of the pipe can be laid. Pipe shall be placed after the sub grade is prepared but before base material is placed. Bedding under the pipe shall be a minimum of 2 inches in thickness and shall be carefully graded and leveled before pipe is placed. Joints shall be water tight. They may be solvent cement welded using approved materials, or may be made using a gasketed collars or push on gasketed bell and spigot. When collars are used care shall be exercised to assure that the collar is centered over the joint. All joints shall be made in accord with the manufacturer's recommendations. After pipe has been joined and inspected the pipe shall be encased in bedding/encasement material to a thickness of 3 inches above the pipe. Care shall be exercised to be sure the encasement material is worked in under the haunches of the pipe and compacted along the side of the pipe to assure adequate lateral support. The balance of the trench shall be back filled using cement stabilized backfill consisting of 2 sacks of Portland cement to 1 cubic yard of blow sand or crushed caliche mixed with sufficient water to form a stiff place able mixture that can be consolidated in the trench by rodding or vibrating. The back fill shall be "struck off" at the finished sub grade level using square point shovels or suitable screeds. The ends of the pipe shall be tightly plugged to prevent the entrance of water debris or other foreign material. These plugs shall be PVC or rubber stoppers designed to endure until the water lines and/ or electric lines are places.

4. MEASUREMENT AND PAYMENT

   Casing pipe shall be measured by the linear foot along the center of the pipe and shall be paid for at the unit price in the bid proposal.

WATER LINE SPECIFICATIONS

1. SCOPE OF WORK

The work covered by this section consists of all water pipe lines and piping, including valves, valve boxes, tapping sleeves, fire hydrants and other accessories, required to complete the project. The contractor shall furnish all materials, labor, superintendence, tools, equipment and incidentals necessary for the complete construction of this work in accordance with the drawings and these specifications.

2. PIPE AND MATERIAL

2.1 General

Pipe shall be polyvinyl chloride (PVC) AWWA C900, ductile iron AWWA C-151 or steel cylinder concrete pipe AWWA C-303.

2.2 Polyvinyl Chloride (PVC) Pipe

A. PVC pipe furnished for use on this project shall conform to the requirements of AWWA C900 Polyvinyl Chloride (PVC) Pressure Pipe, 4 in. through 12 in., for water distribution pressure class 150, DR18. and shall be NSF approved for potable water supply.

B. The pipe furnished shall have an integral bell designed for joint assembly using elastomeric seals.

C. Markings for the pipe shall include all the requirements of AWWA C900 and the MSF approval stamp.

D. Elastomeric seals shall be furnished by the pipe manufacturer. Seals shall be manufactured to conform with the requirements of ASTM F4 77 and shall be specifically designed for use with the pipe furnished.

E. Lubricants intended for use with PVC pipe and seals (gaskets) shall be compatible with both PVC and the seal material. Lubricant shall not support growth of bacteria and shall not adversely affect the potable quality of the water that is to be transported.

F. Pipe laying lengths shall be 20'.

G. Service taps on PVC water lines shall be made using hinged type or double strap type saddles. Tapping saddles shall support the full circumference of the pipe and shall have a bearing area of sufficient width along the axis of the pipe to prevent distortion of the pipe when saddle is tightened.

No direct taps into the wall of PVC pipe will be permitted.

Seals for tapping saddles shall be recessed into the body of the saddle and shall be

a rubber - compound conforming to the requirements of ASTM F477.

Tapping saddles shall be SMITH-BLAIR Taper Seal Style 313 or DMD Dresser style 194 or approved equal.

H. Tapped connections for water mains and fire lines made on PVC water mains shall be accomplished using full bodied ductile iron tapping sleeves of a pressure rating equal to or greater than the pressure rating of the pipe specified.

I. Bedding for AWWA C900 PVC water pipe shall extend from a minimum depth of 4 inches below the outside of the water line to a minimum cover of 6 inches over the top outside of the water line.

J. AWWA C900 PVC water pipe shall be installed in accord with the applicable requirements for installing ductile iron pipe.

Care shall be taken to install each joint of PVC water pipe to, but not beyond the factory insertion mark on the pipe.

When a joint of PVC water pipe must be cut, the end of the pipe shall be carefully beveled to match the factory bevel on the uncut pipe. An insertion mark matching the factory insertion mark on the uncut pipe must be made before the pipe is inserted into the bell.

When PVC water pipe is to be inserted into a ductile iron fitting or valve, the factory bevel must be removed to form a square plain end pipe.

2.2 (a) Metallic Marking Tape (For PVC Water Pipe)

2.2(a).1 General

When non-metallic pipelines are to be installed, then the Contractor shall furnish and lay, above the pipeline, a continuous strip of metallic identification tape.

2.2 (a).2 Tape Material

The metallic identification tape shall be at least two inches (2”) in width and shall be of corrosive resistant metal of sufficient thickness to be stable and reflect electronic signals to electronic pipeline detector when buried to a dept of twenty-four (24”) below normal ground level.

The metallic tape shall be painted blue on one side and shall have 1-inch high letters painted continuously on the same side of the tape which read, “CAUTION: BURIED WATER LINE BELOW” or other words to this effect.

The marking tape shall be “Detectable Warning Tape”, as manufactured by the Omega Marking Company, or equal approved by the Engineer.

2.2(a).3 Construction Methods

The Contractor shall backfill over non-metallic pipelines to a depth which is less than twenty-four (24”) and not more than twelve inches (12) from the top of the cut of the ditch section in which the pipeline is laid. Contractor shall stop the backfilling material to a generally uniform level. All machine tamping, jetting and other compaction activities shall be accomplished up to this point of height in the backfilling the marking tape is placed in the trench.

The Contractor shall then lay the marking tape in the pipe trench and shall be held in position by the spot placement of backfill materials over it to keep it from sliding t the sides and/or from being blown about in the ditch by the wind. The tape shall be lid with the painted side, which shall also be the side with the identification lettering on it, in the “up” position. The tape shall be laid in the flat position and kept there until backfill is accomplished.

The Contractor shall then complete the backfilling operation in such a manner that the marking tape is not cut, crimped, ruptured or separated by the backfilling work.

2.2(a).4 Measurement and Payment

No separate pay item will be provided for furnish and placing the marking tape. This item shall be considered subsidiary to the non-metallic pipe being placed.

2.3 Ductile Iron Pipe

A. All ductile iron pipe used in the construction of water works improvements shall be Cement Lined and shall be manufactured in accordance with and shall meet the requirements of AWWA Specification C-l5l.

B. Pipe shall be cast in lengths of not less than l2 feet and shall be designed for a working pressure of l50 pounds per square inch. Thickness of ductile iron pipe shall be as shown on the plans and bid proposal or shall be computed in accordance with AWWA Specification C-l50, based on l50 pounds per square inch working pressure for 10 feet of cover and laying condition 2.

C. All ductile iron pipe shall have an exterior, bituminous coating and an inside cement-mortar lining in accordance with the requirements of AWWA Specification C-l04.

2.4 Polyethylene Plastic Tubing

Service lines shall be constructed with polyethylene plastic tubing as specified in ASTM D 2737 with a rating of l60 psi.

2.5 Ductile Iron Pipe Fittings

All fittings for ductile iron pipe and PVC pipe shall be ductile iron and shall be mechanical joint all connections except tees for fire hydrant leads unless shown otherwise on the plans. Tees for connecting fire hydrant leads shall be MJ- with a flange outlet.

All ductile iron fittings shall conform to AWWA Specification C-110, designed for a working pressure of 250 psi. All ductile iron fittings shall have an external coating and shall be cement lined in accordance with the specifications for coating and lining the pipe.

2.6 Pretensioned Concrete Cylinder Pipe

A. The contractor shall furnish and install all concrete cylinder pipe and fittings, including connections and appurtenances complete as shown on the plans and specified herein.

B. The contractor shall submit six (6) sets of full and complete shop drawings on the concrete cylinder pipe and fittings. All of the drawings and data shall be complete and shall include a complete description of the pipe offered, including cuts, tabulated layout and all pertinent engineering data required for a complete evaluation of the submittal. Submittal data shall be in such form and so presented that the Engineer may readily review the data.

C. Prior to delivery of the pipe to the project site, the manufacturer shall furnish an affidavit certifying that all pipe, fittings, and specials, and other products and materials furnished, comply with the applicable provisions of this specification.

D. The pipe manufacturer shall furnish a factory trained, job experienced field representative who shall visit the project periodically during the course of installation. He shall also be subject to call by the contractor and/or engineer to advise and assist with the solution of field problems.

During visits, the representative shall observe all phases of the project including location and condition of pipe strung ahead of the contractor, trench width, if applicable, bedding and backfill, assembly of pipe joints and protection of steel. If, in the opinion of the representative any phase of the installation is unsatisfactory, he shall so advise the contractor's superintendent and also advise the owner or engineer's representative on the job site.

E. All closure sections shall be the jack on type and "field welding" will not be permitted without the written permission of the engineer.

F. Pipe manufacturer will install all necessary taps for the contractor to disinfect and field hydrostatic test the pipe.

G. Pretensioned concrete cylinder pipe, fittings and specials shall be designed, fabricated and tested in accordance with the latest requirements of AWWA C-303, "Reinforced Concrete Pressure Pipe Steel Cylinder Type, Pretensioned, for Water and Other Liquids" with additional requirements or modifications as described herein.

H. Pretensioned concrete cylinder pressure pipe shall be designed for l50 psi, working pressure and manufactured in 32 foot nominal lengths in accordance with the provisions of AWWA Standard C-303.

I. Inspection and Testing

(1) The owner reserves the option to have an independent testing laboratory, at the owner's expense, inspect pipe and fittings at the pipe manufacturer's plant to ensure compliance with the applicable specifications. The owner's testing laboratory and Engineer shall have free access to those parts of the manufacturer's plant that are necessary to ensure compliance with the governing standard. The pipe manufacturer shall notify the owner, in writing, at least two weeks ahead of pipe fabrication as to start of fabrication and fabricating schedule so that the owner can advise the manufacturer as to owners' decision regarding tests to be performed by an independent testing laboratory. In event the owner elects to retain an independent testing laboratory to make material tests and weld test, it is the intent that the tests be limited to one spot testing of each category unless the tests do not show compliance with the standard. If these tests do not show compliance, the owner reserves the right to have the laboratory make additional tests and observations to ensure compliance of the finished product with the standard.

(2) In any event, the manufacturer shall perform the tests described in AWWA C 303, and furnish the owner with a copy of the test reports, if requested, at the expense of the pipe manufacturer. The pipe manufacturer shall furnish the owner with affidavit of compliance as outlined in the standard.

(3) All welds for water tightness in special pipe and fittings that have not been hydrostatically tested may be examined by use of visible dye penetrant system meeting requirement of ASTM El65; however, collar reinforcement and all other lap welds shall be tested by introducing air under l0 psi pressure between the collar and cylinder and checking for leaks around and through the welds with soap solution.

The area to receive the dye penetrant shall be cleaned free from contaminants that might interfere with the penetrant process. The temperature of the steel in the weld area shall be between 60 and l25 degrees F. when the penetrant is applied. Dwell time of six hours shall be allowed after application of the penetrant and developer before interpreting the results.

Defects that are found shall be repaired and the test repeated until all defects

are eliminated. Colored penetrant shall be removed before fittings are lined.

2.7 Casing Pipe

Casing pipe to be installed in bore or open cut may be limited service pipe, corrugated galvanized steel pipe or new straight seam or spiral welded steel pipe. Casing pipe shall be furnished in thickness or gage as shown on the plans.

Limited service pipe proposed for use on this project must be approved a minimum of four (4) working days prior to the time of opening bids and shall be in good condition and shall meet the same service requirements as the corrugated galvanized steel or welded steel pipe.

Welded steel casing pipe shall be coated inside and out using a coal tar epoxy or shall be bituminous coated in side and out by the hot dip method.

2.8 Bedding Materials

A. All water pipelines placed on this project shall be bedded with crushed stone bedding materials to the minimum as shown on the plans and in the Detail Drawings.

B. Granular material furnished for foundation, bedding, encasement, backfill, or other purposes as may be specified, shall consist of any natural or synthetic mineral aggregate such as, crushed gravel, crushed rock, crushed stone, or slag, and shall conform to the following specifications and/or gradation.

Note, all materials used for these purposes shall be crushed and shall have at least two broken faces. Pea gravel will NOT be allowed.

	Foundation	Bedding	Encasement	Backfill
ASTM c33 Grade #57	X			
ASTM C33 Grade #67	X			
ASTM C33 Grade #8		X	X	
THD 1982 ITEM 302 Type "D" Grade #4		X	X	
THD 1982 Item 302 Type "D" Grade #5			X	
Crusher Fines**			*X	X

* 100 percent of crusher fines that are to be used within 12 inches of the top of pipe must pass the 3/4" sieve.

** Approximate Gradation for Crusher Fines

Sieve Size	% Passing
2 inch	100
#4	35 - 100
#10	20 - 100
#40	5 - 35
#200	4 - 10

Crushed stone material proposed as an alternate for use on this project and not meeting the above specifications must be approved in writing at least 48 hours prior to the time scheduled for opening bids.

C. Granular materials provided for Foundation, Bedding, Encasement, or backfill use as required by the contract, either as part of the pipe item work unit or as a separate contract item, shall be classified as to use in accordance with the following:

MATERIAL USE DESIGNATION	ZONE DESIGNATION
Granular Foundation	Placed below the bottom of pipe grade as replacement for unsuitable or unstable soils, to achieve better foundation support.
Granular Bedding	Placed below the midpoint of the pipe prior to pipe installation, to facilitate proper shaping and achieve uniform pipe support. Also for Class B Bedding where specified.
Granular Encasement	Placed below an elevation one half (6") foot above the top of pipe, after pipe installation, for protection of the pipe and to assure proper filling of voids and thorough consolidation of backfill.
Granular Backfill	Placed below the surface base course, if any, as the second stage of backfill, to minimize trench settlement and provide support for surface improvements.

In each case above, unless otherwise indicated, the lower limits of any particular zone shall be the top surface of the next lower course as constructed. The upper limits of each zone are established to define variable needs for material gradation and compaction or void content, taking into consideration the sequence of construction and other conditions. The material use and zone designations described above shall only serve to fulfill the objectives and shall not be construed to restrict the use of any particular material in other zones where the gradation requirements are met.

3. **VALVES AND VALVE BOXES**

3.1 General

A. Valves 4" through l2" shall be resilient seated gate valves with non-rising stems and shall open by turning to the left (counter clock wise).

B. Valves l4" and larger shall be resilient seated butterfly valves and have operators suitable for direct burial and shall open by turning to the left (counter clock wise).

All valves except valves for use in fire hydrant leads shall have mechanical joint ends unless shown otherwise on the plans. Valves for use in fire hydrant leads shall be flange by mechanical joint.

C. All valves and fire hydrants shall be spray coated with a two component thermal setting epoxy to cover all interior wetted ferrous surfaces. Finished coating shall have a minimum thickness of 4 mils. The coating shall conform to the coating section of these specifications.

D. All valves for buried service shall be equipped with 2" square AWWA operating nuts.

3.2 Gate Valves

A. Gate valves shall be iron body, resilient **wedge gate** and shall be in compliance with AWWA Standard C-509-80 or latest revision thereof and shall have the following design features:

B. All valves shall have a working pressure of 200 psi and shall be bottle tight tested at this pressure from both directions. The gate body shall also be hydrostatically tested at 400 psi. Zero leakage will be required in all tests. The body, bonnet, and stuffing box shall be flange together with ASTM A-307 Grade B bolts and nuts to insure repairability.

C. Stems shall be machined from modified manganese bronze rod with an integral forged thrust collar machined to size.

D. Stem seals shall be dual "O" ring type.

E. Valve discs shall be rubber encapsulated or have disc seat rings molded of natural rubber, internally steel reinforced retained to the disc by self-locking type 304 stainless steel screws. Valve gates shall seat against a machined epoxy coated mating surface in the body of the valve.

F. All internal ferrous metal surfaces (machined or cast) shall be factory spray coated with a two component thermosetting epoxy to a nominal thickness of 4 mils and the exterior shall be coated with asphalt varnish as specified for coating of the pipe. (See Sec. 3.4 of these specifications for epoxy coating).

G. Valves shall be Mueller A-**2360** or Dresser-M&H **4067** or approved equal. Any alternate (approved equal) to these specifications **shall have completely interchangeable parts with either of the specified valves.**

3.3 Butterfly Valves

A. General - All butterfly valves shall be of the rubber seated tight-closing type. They shall meet or exceed AWWA Standard C-504, Class l50B. Both valve ends shall be mechanical-joint per AWWA Standard C-lll. Accessories (bolts, glands, and gaskets) shall be supplied by the valve manufacturer.

B. All valves must use full AWWA C-504 Class l50 B valve shaft diameter, and full Class l50 B underground service operator torque rating throughout entire travel, to provide capability for operation in emergency service.

C. Valve body shall be high strength cast iron ASTM A 126 Class B with l8-8 type 304 stainless steel body seat. Valve vane shall be high strength cast iron ASTM A 48 Class 40 or ASTM A 536, Grade 65-45-l2 ductile iron having rubber seat mechanically secured with an integral l8-8 stainless steel clamp ring and l8-8 stainless steel self locking screws.

D. Rubber seat shall be a full circle 360° seat not penetrated by the valve shaft. Valve shall have permanently set two way thrust bearing. Packing shall be designed for permanent duty in underground service.

E. Valve operator shall be of the traveling nut type, sealed, gasketed and lubricated for underground service. It shall be capable of withstanding an overload input torque of 450 ft. lbs. at full open or closed position without damage to the valve or valve operator. It shall be designed to resist submergence in water to 25 ft. head pressure. Number of turns to operate valve shall be as listed below in order to closely resemble conventional distribution valve practices and to minimize water hammer:

Pipe and Valve Size	Turns to close	Pipe and Valve Size	Turns to Close
4" - 6"	16-1/2	14" - 16"	48"
8"	24	18" - 20"	72
10" - 12"	36	24"	90

F. Valves shall be capable of easy closure by one man using standard valve key, even under emergency line-break conditions as severe as those that would - cause a valve maximum opening torque requirement of as much as two times AWWA Class l50 B.

G. All valves shall be tested bottle-tight at rated working pressure by the manufacturer as follows:

l4" up. . . . . l50 psi

In addition a hydrostatic test with vane partially open shall be given to the assembled valve as follow:

l4" up. . . . . 300 psi

H. Valve shafts shall be l8-8 type 304 stainless steel. Shaft bearings shall be of the self lubricating sleeve type.

I. Valve discs or vanes for valves 30" and larger shall be the flow through (bridge or truss) type.

J. Butterfly valves shall be Dresser-M&H Model "450", "4500" or "l450" or Mueller line seal III or approved equal. Alternates (approved equal) to these specifications must be approved in writing 48 hours prior to time bids are received.

3.4 Coating

A. The coating shall be a two part thermosetting epoxy protective coating and shall function as a physical, chemical and electrical barrier between the base metal to which it is applied and the surroundings.

B. The coating shall be non-toxic and shall not impart taste to water. The coating must be formulated from materials deemed acceptable per the FOOD AND DRUG ADMINISTRATION DOCUMENT TITLE 2l of the FEDERAL REGULATIONS ON FOOD ADDITIVES SECTION l2l.25l4 entitled, RESINS AND POLYMERIC COATINGS.

C. The coating shall have a satin finish and shall be suitable for field over coating and touchup with same coating material without sanding or special surface preparation, or application of heat in excess of room temperature.

D. The coating shall have a successful record of performance in valves, pipe or other allied equipment for a minimum of two years.

E. The coating adhesion to the substrate shall exceed cohesion of the coating film as demonstrated by the following test:

(1) Prepare test panel and apply coating per manufacturer's recommendation.

(2) After sample has properly cured per manufacturer's recommendation, scribe an "X" using a sharp knife or scalpel through the coating to the metal substrate.

(3) Then with the point of the knife at the juncture of two scribes, attempt to lift off coating. Coating should not lift off substrate or between coats readily, but should break up leaving coating material on the substrate of this damaged area.

(4) No disbandment of the film shall be noted as tested above after immersion in tap water for l500 hours at l00`F.

F. A falling sand abrasion test using ASTM D968 shall produce an abrasion coefficient of 25-30 liters/mil. As an alternative, a Taber Abrader Test should find 3.5 - 3.7 milligrams coating loss per l00 cycles when using a CSF l0 Wheel (l000 gram weight).

3.5 Valve Boxes

All valves to be used in buried service shall be enclosed in cast iron valve boxes. Care shall be taken to place and maintain the 2" square operating nut in the center of the valve box. The valve box shall be two piece cast iron suitable for use with PVC pipe box risers. The 6 inch diameter cover shall be marked " Water". The PVC riser pipe shall be furnished in lengths as required (minimum pipe cover 42") PVC pipe for valve box riser may be ASTM C-900, ASTM D1785 schedule 40, ASTM D2241 pressure class 125 or ASTM D3034 DR 35. Valve boxes shall have a concrete ring 8" thick and having a radius equal to the radius of the valve box plus one foot (1') cast around them. Valve boxes placed in unpaved areas shall be set level with or slightly higher than the finished ground elevation. Valve boxes set in paved areas shall match the finished pavement surface.

3.6 Fire Hydrants

A. Fire hydrants shall conform to the requirements of AWWA C 502 dry barrel type. The fire hydrants shall be designed for a depth of bury of 4.5 feet, however the depth of bury may vary according to field conditions and extensions or shorter bury depth may be required.

B. The hydrants shall have a 5-l/4 inch valve opening, two 2-l/2 inch hose nozzles and one 4-l/2 inch pumper nozzle.

C. Hose threads shall be National Standard threads.

D. The hydrants shall be sized for 6-inch mains and shall have an inlet connection compatible with the type pipe used. All gaskets, nuts, bolts and other jointing materials shall be considered part of the fire hydrant installation.

E. Operating nut shall be standard l-l/2 inch pentagon opening counter-clockwise. The hydrant shall close with the pressure.

F. Hydrants shall be painted Federal Safety Yellow.

G. Fire hydrants shall have all interior wetted ferrous surfaces epoxy coated as required in the general and coating section of this item.

H. The hydrants shall have a minimum of two (2) drain holes located on opposite sides of the hydrant. The entire drainage channel must be made of non-corrosive material and sealed by acceptable resilient material (metal and/or leather seals are not acceptable).

I. The hydrants shall have a breakable safety flange and breakable stem coupling which breaks cleanly upon impact.

J. The hydrants shall be AWWA improved type hydrants and shall have self-oiling reservoirs.

K. Fire hydrants shall be the Mueller Centurion, the Dresser -M & H 929 Reliant, or The American Darling.

4. EXCAVATION, TRENCHING BEDDING AND BACKFILLING

4.l Trenching

A. The trench shall be excavated to the lines and grades as established by the engineer and as shown on the plans. The depth of cover for all main lines on which the grades and elevations are not shown on the plans, shall in general be Forty-two (42) inches. The amount of cover may vary over or under 42 inches as directed by the engineer but in no case will the amount of cover be less than thirty-six (36) inches. Depth of cover for service lines shall be as shown on the detail drawings.

B. Water lines constructed in proposed streets and service drives shall have the depth of cover measured from the finished grade. The contractor is hereby cautioned that proposed street finished grades are sometimes cut below the existing ground elevation.

C. The minimum width of the trench shall be the outside diameter of the pipe plus twelve (l2) inches for pipe diameter through l8", the outside diameter of the pipe plus eighteen (l8) inches for pipe diameters over l8". The trenching equipment shall be maintained on a sufficiently level road bed to provide substantially vertical trench walls. The maximum horizontal offset of the trench wall from bottom of trench to the top of the trench (under-cutting) shall be four (4) inches.

D. The trench shall be over excavated to an even grade to the depth of required bedding so that the bottom of the pipe will rest on a uniform thickness of bedding material on the bottom of trench throughout the entire length of the pipe. In order to obtain a true even grade, the bedding material shall be fine graded by hand. On lines that are to be laid to established grades batter boards shall be set at fifty foot intervals and the trench graded to the established grade.

E. Any part of the trench excavated below grade shall be corrected by filling with bedding material. The bedding material shall be thoroughly compacted.

E. If large rock, rock fragments or other unyielding materials are encountered in the bottom of the trench they shall be removed to a depth of six inches below grade, and the void filled with thoroughly compacted approved bedding material.

G. Bell holes of ample dimensions shall be dug at each joint to permit the jointing of pipe to be made properly and of sufficient depth to prevent the bell of the pipe from resting on undisturbed materials.

H. Wherever necessary to prevent caving, the trench shall be adequately braced and sheeted. Trench safety shall be in accordance with item l4 "Shoring and Sheeting of this specification.

I. Trench digging machinery may be used to make the trench excavations except in places where operation of same would cause damages to trees, buildings or other existing structures either above or below ground. In such instances hand trenching methods shall be employed.

J. All excavated material shall be stockpiled in a manner that will not endanger the work or existing structures and that will cause the least amount of obstructions to walks and driveways.

K. There will be no classification of the excavated materials and the term excavation shall include all materials encountered in excavating the trenches or structural excavations.

L. The contractor shall take all necessary precautions for protecting paved areas from being damaged by the trenching and backfilling equipment. Any damage done to any paved area, outside of the area set forth in the plans, as a result of the construction work shall be repaired by the contractor at his own expense.

M. Where the lines are located behind curbs, the contractor shall take special precautions to protect trees and shrubs. Care shall be exercised to cause as little damage to lawns as possible.

Where lines cross under curbs, gutters or curbs and gutters, tunneling will be required.

N. Blasting for excavation of solid rock will be permitted only after securing the

approval of the Director of Engineering and Transportation and the engineer and only when proper precautions are taken for protection of persons and property. The hours of blasting will be fixed by the engineer. Any damage caused by blasting shall be paid for by the contractor. The method or procedure relative to blasting shall conform to all state laws and local ordinances.

O. The contractor will be required to locate all known utility lines, including consumer service lines, far enough in advance of the trenching to make proper provisions for protecting the lines and to allow for any deviations that may be required from the established lines and grades.

P. The contractor shall not be allowed to disrupt the service on any utility lines except consumers service lines, which may be taken out of service for short periods of time, if the contractor obtains permission from the engineer and from the owner of the premises being served by the utility.

Q. The contractor shall immediately notify the proper utility company of any damage to utility lines, in order that service may be reestablished with the least possible delay. Repair of any damage to existing lines and the repair of consumer lines which are authorized to be cut or temporarily taken out of service shall be made by the contractor at his own expense, and as directed by an official representative of the utility company involved.

R. All utility lines shall be properly supported to prevent settlement or damage to the line both during and after construction.

S. Any permanent relocations of existing utility lines shall be done by the proper utility company without expense to the contractor.

4.2 Backfill General

A. All pipeline excavations shall be backfilled in a manner that will restore pre-existing conditions as the minimum requirement and fulfill all supplementary requirements indicated in the Plans and Specifications. The backfilling operations shall be started as soon as conditions will permit on each section of pipeline to provide continuity in subsequent operations and restore normal public service as soon as practicable on a section-by- section basis. All operations shall be pursued diligently, with proper and adequate equipment, to assure acceptable results.

B. Depositing of the backfill shall be done so the shock of falling material will not injure the structure. Grading over and around all parts of the work shall be done as directed by the Engineer.

C. Whenever soil types which are determined by the Inspector to be undesirable for backfill are excavated from the trench, such material shall be hauled away and deposited where directed by the Inspector at no additional compensation.

D. In the absence of special work item requirements the backfilling shall be accomplished with the use of suitable materials selected from the excavated

materials to the extent available and practical. Should the materials available from the trench section be unsuitable or insufficient, the required additional materials shall be furnished from outside sources at the Owners expense.

E. Suitable material shall be defined as a mineral soil reasonable free of foreign materials (rubbish, debris, etc.) frozen clumps, oversize stone, rock, concrete or bituminous chunks and other unsuitable materials, that may damage the pipe installation, prevent thorough compaction, or increase the risks of after settlement unnecessarily. Material selection shall be such as to make the best and fullest utilization of what is available, taking into consideration particular needs of different backfill zones. Material containing stone, rock, or chunks of any sort shall only be utilized where and to the extent there will be no detrimental effects.

F. Backfill materials shall be carefully placed in relatively uniform depth layers spread over the full width and length of the trench section in a manner and/or sequence that will provide simultaneous support on both sides of the pipeline. Each layer shall be compacted effectively, by approved mechanical of hand methods, until there is no further visual evidence of increased consolidation. Compaction of the in place layer shall be completed acceptably before placing material for a succeeding layer thereon. The manner of placement, layer thickness, compaction equipment, and procedure effectiveness shall be subject to approval of the Engineer. Water jetting or flooding shall NOT be used to compact trench backfill.

G. Within the pipe bedding and encasement zones described as that portion of the trench which is below an elevation one foot above the top of the pipe, the materials placed shall be limited in particular size to 3/4 inch maximum. For larger pipe in access of 18 inches in diameter the Engineer may allow particle sizes up to 2 inches maximum if it can be shown that the backfill can be satisfactorily compacted without leaving voids or damaging pipe or joints. Above these zones, the placement of material containing stones, boulders, chunks, etc. shall be governed by the layer thickness and compaction equipment capabilities.

H. Compaction of materials placed within the pipe bedding and encasement zones shall be accomplished with portable or hand equipment methods to achieve thorough consolidation under and around the pipe and avoid damage to the pipe. Above the pipe zone material, the use of heavy roller type compaction equipment shall be limited to safe pipe loading.

I. The maximum loose thickness of each backfill layer shall be l2 inches, except that l6 inches will be permitted for Granular Materials placed above an elevation one foot above the top of pipe, and with the provision that, by authority of the Engineer in consideration of the demonstrated capability of special type vibratory compactors, these maximums may be increased at his discretion. "Hydro tamps" or "vibra tamp: or other heavy vibrating equipment shall not be used until the backfill has reached a depth of four (4) feet above the top of the pipe.

J. All surplus or waste materials remaining after completion of the backfilling operations shall be disposed of in an acceptable manner within 24 hours after

completing the backfill work on each particular pipeline section. Disposal at any location within the project limits shall be as specified, or as approved by the Engineer; otherwise, disposal shall be accomplished outside the project limits at the Contractor's discretion. The backfilling and surplus or waste disposal operations shall be a part of the work required under the pipeline installation items, not as work that may be delayed until final cleanup.

K. Until final acceptance of the project, the Contractor shall assume full Responsibility and expense for all backfill settlement and shall refill and restore the work as directed to maintain an acceptable surface condition. All additional materials required shall be furnished without additional cost to the Owner.

4.3 Backfill Procedure above Pipe Zone, in Public Rights-of-way and other areas where settlement is important.

A. Backfill above the pipe zone shall be made using Portland cement stabilized backfill or crushed stone screening (crusher fines).

B. Backfill around structures such as manholes, junction boxes, transformer boxes and valve boxes shall be made using portland cement stabilized backfill material or crushed stone screening (crusher fines).

C. The minimum depth of stabilized backfill or crusher fines shall be twelve (12") inches.

When utilities are being constructed under existing paving, the stabilized backfill or crusher fines shall extend from top of the pipe zone to the top of the base course.

When utilities are being constructed under existing unpaved streets that are not scheduled for immediate pavement construction, the stabilized backfill or crusher fines shall extend from the top of the pipe zone to the existing roadway surface.

When utilities are being constructed in new streets that are scheduled for immediate paving or in streets in a new subdivision for which a paving contract with the property developer has been approved the stabilized backfill or crusher fines shall extend from the top of the pipe zone to the bottom edge of the eight (8") inches of subgrade, or, if the paving contractor has constructed a portion of the roadway prior to the construction of the utilities stabilized backfill shall extend to the top of the course the contractor has finished. In no case shall the backfill extend above the top of the base course.

If the final course of asphaltic concrete has been placed, the street or alley surface shall **NOT** be cut for utility installation.

In new streets where stabilized backfill is required only to the bottom of the subgrade course, the minimum depth of stabilized backfill may be reduced to six (6") inches in which case the maximum depth of the "pipe zone" shall be limited to six (6") inches above the top of the utility line or conduit.

D. Backfill Materials

(1) Portland cement stabilized backfill shall consist of caliche base material, blow sand or native soil stabilized by the addition of Portland cement. Crushed stone or concrete aggregate shall **NOT** be used.

The Contractor shall submit a mix design prepared by an approved Commercial Laboratory that will produce a minimum 7 day compressive strength of 150 psi. In no case shall the minimum cement content of the mix be less than 1 sack per cubic yard.

(2) Cement used in Portland cement stabilized backfill shall be Type I or Type II conforming to the requirements of ASTM Designation C150.

(3) Caliche used for Portland cement stabilized backfill shall be crushed material con-forming to Texas State Department of Highways and Transportation 1982Standard Specifications for Construction of Highways, Streets and Bridges Item 248 Type F, Grade 2.

(4) Blow sand used for Portland cement stabilized backfill shall be clean, free from organic matter, clay lumps, rock and other deleterious matter.

(5) Native soil used for Portland cement stabilized backfill shall be clean, free from clods and organic matter, and rock in excess of 2".

(6) Crushed stone screening (crusher fines) used for back fill shall be sharp grained particles of crushed stone conforming to the following gradation

Sieve Size	% Passing
2"	100
#4	35-100
#10	20-100
#40	5-35
#200	4-10

and may be the by product of crushing stone for other purposes or may be stone specifically crushed for use in backfill. Crusher fines not meeting these specifications may be approved for backfill upon demonstration that the desired results will be obtained.

E. Backfill Construction

(1) Portland cement stabilized caliche backfill or Portland cement stabilized native soil backfill may be constructed using either the "dry" method or the "wet" method.

(a) The dry method of stabilized backfill construction consists of dry mixing of the cement and caliche, sand or soil to produce a homogenous mixture then adding and mixing sufficient water for proper compaction and hydration of the cement. The water content of the mixture will be approximately one to two percent above the optimum moisture for soil compaction. The mixing may be accomplished by using batch mixers or on the job site by "blade Mixing" or other suitable method to produce the desired backfill material. The mixed material shall be placed in lifts of up to a maximum of 12 inches and compacted to ninety five (95%) modified proctor density by use of suitable compacting equipment.

(b) In the "wet" method of cement stabilized backfill construction, the materials shall be mixed in an approved concrete batching plant or mixer to the consistency of concrete and placed as concrete would be placed. The slump of the backfill material shall be such that all voids will be filled, approximately four (4") to six (6") inches. The backfill shall be consolidated by rodding or by the use of mechanical vibrators.

(c) The mix design used must be for the method of placement chosen.

(2) Portland cement stabilized blow sand backfill shall be mixed and placed by the "wet" method as described above.

(3) Crushed stone screening (crusher fines) shall be wetted uniformly throughout with sufficient moisture to assure proper compaction before being placed in the trench.

The moistened crushed stone screening (crusher fines) shall be placed in maximum lifts of twelve (12") inches and consolidated using vibratory type compaction equipment except when it has been demonstrated that the compaction equipment employed will adequately compact deeper lifts in which case the maximum depth of a lift shall be limited by the capabilities of the equipment used.

Tests to determine the compacted density of the backfill shall be ordered by the Engineer if in his opinion the compaction is not adequate. Test showing a minimum compacted density of 90% modified proctor will be deemed adequate compaction.

5. INSTALLATION OF DUCTILE IRON PIPE

5.1 Pipe Laying - General

A. All pipe and accessories shall be unloaded, handled, laid, jointed, tested for defects and for leakage and chlorinated in the manner herein specified.

B. The pipe, fittings, valves, and accessories shall be inspected upon delivery and during the progress of the work and any material found to be defective will be rejected by the engineer and the contractor shall remove such defective material from the site of the work.

C. The contractor shall be responsible for all material furnished by him and he shall replace at his own expense all such material that is found to be defective in manufacturer or has become damaged in handling after delivery.

D. All pipe, fittings, valves, and other accessories shall, unless otherwise directed, be unloaded at the point of delivery, hauled to and distributed at the site of the work by the contractor. Loading and unloading, of pipe and fittings shall be by hoisting or by sliding, or rolling on skidways in such a manner as to avoid shock or damage to the material. Under no circumstances shall pipe or fittings be dropped. Pipe handled on skidways must not be skidded or rolled against pipe already on the ground.

The pipe, fittings and accessories shall be placed along the site in such a manner as to be kept as free as possible from dirt, sand, mud, and other foreign matter.

E. All pipe shall be laid and maintained to the lines and grades shown on the plans
or as established on the ground by the engineer.

F. Wherever it is necessary to deflect pipe from a straight line either in a vertical or horizontal plane to avoid obstructions, to plumb valves and hydrants, or where vertical or horizontal curves are shown or permitted, the degree of deflection at each joint shall not exceed the maximum deflection recommended by the manufacturer of the particular kind of pipe being laid and the degree of deflection shall be approved by the engineer.

G. After the trench grade has been completed and all bell holes dug and the grade inspected, the pipes and accessories my be placed in the trench. All pipe, fittings, valves, and hydrants shall be carefully lowered into the trench piece by piece by means of derricks, ropes, or other suitable tools or equipment, in such a manner as to prevent damage to the material in any way. Under no circumstances shall pipe or accessories be dropped or dumped in the trench.

H. Before lowering into trench the pipe shall be again inspected for defects and the pipe while suspended shall be lightly hammered to detect cracks. Any defective, damaged or unsound pipe and materials shall be rejected.

I. All foreign matter or dirt shall be removed from the inside of the pipe and from all bells, spigots or parts of the pipe used in forming the joint, before the pipe is lowered into the trench, and it shall be kept clean by approved means during and after laying.

5.2 Laying and Jointing Ductile Iron Pipe

A. Unless otherwise directed, pipe shall be laid with bells facing in direction of laying; and for lines on appreciable slopes, bells shall, at the discretion of the engineer, face up grade. Cutting of pipe for inserting valves, fittings or closure pieces shall be done in a neat and workmanlike manner without damage to the pipe or the cement lining.

B. The jointing shall be completed for all pipe laid each day. No open joints will be left in the trench overnight. At times when pipe laying is not in progress, the open ends of pipe shall be closed by approved means. No trench water shall be permitted to enter the pipe.

C. No pipe shall be laid in water, or when the trench conditions or weather is unsuitable for such work, except by written permission of the engineer.

D. Rubber Gasket joints for cast iron or ductile iron pressure pipe and fittings shall conform to AWWA Standard C-lll.

E. Before laying the pipes, all lumps, blisters and excess coal tar coating shall be removed from the bell and spigot ends of each pipe; the outside of the spigot and the inside of the bell shall be wire brushed and wiped clean and dry. Pipe ends shall be kept clean until joints are made.

F. The pipe and fittings shall be properly aligned and free to move in any direction while bolting, and the bolts shall be gradually tightened at a uniform rate around the entire flange.

G. Flange joints where used shall be bolted with flange bolts of best quality mild steel and of the size and length required by AWWA C-ll5: Bolts and nuts shall be provided with standard hexagonal heads. Gasket rings shall be used and shall be made of best quality rubber composition sheet packing one-eighth (l/8) inch thick, of a brand and quality approved by the engineer.

H. Standard plugs shall be inserted into the bells of all dead end pipes, tees, or crosses and spigot ends shall be capped. Plugs or caps shall be jointed to the pipe or fittings in the same manner used in joining the pipe.

6. SPECIFICATIONS FOR INSTALLING PRETENSIONED CONCRETE CYLINDER PIPE

6.l General

The applicable portions of the specifications for installing ductile iron pipe shall apply except as amended or supplemented herein.

6.2 Pipe Laying

A. Pipe and fittings shall be handled with care at all times to avoid damage. They shall be lifted by hoists or slide or rolled on skid-ways in such manner as to avoid shock. Under no circumstances shall they be dropped. Pipe must not be skidded or rolled against other pipe or object.

B. Just before making the joint, the bell and spigot rings shall be thoroughly cleaned by wire-brushing until clean and dry. The gasket and the inside surface of the bell shall be lubricated with a light film or soft vegetable soap compound (flax soap) to facilitate telescoping the joint. The rubber gasket shall be stretched uniformly as it is placed in the spigot groove to insure a uniform volume of rubber around the circumference of the groove.

C. The joint shall be telescoped by pulling directly along the centerline of the pipe so that the spigot enters squarely into the bell. After the spigot has been telescoped into the bell, the bell end of the pipe being laid shall be moved in accordance with the plans to secure proper grade and alignment. After the joint is in place, a thin metal feeler gauge shall be used to check the position of the rubber gasket around the circumference of the joint.

D. The inside joint recess shall be filled immediately prior to placing the pipe together by buttering the bell end with mortar. After the joint is engaged, the joint mortar of pipe l8" in diameter and larger shall be finished off smooth by hand. The mortar in pipe smaller than l8" in diameter shall be smoothed and cleaned with a swab.

E. After the spigot has been telescoped into the bell, the joint checked and found satisfactory, a canvas wrapper shall be placed around the pipe, covering the joint. The canvas type wrapper shall be of the quality manufactured by the Mar-Mac Manufacturing Company or approved equal burlap type, and shall be hemmed at each edge to allow threading with a steel strap to securely fasten the wrapper around the pipe by means of a stretcher and sealer.

The wrapper shall have a minimum width of 7" and sufficient length to encircle the pipe leaving enough space between the ends at the top to allow the cement mortar to be poured. The entire joint shall be poured with cement mortar and rodded or agitated to eliminate voids and settlement. Prior to pouring the cement mortar the joint shall be thoroughly cleaned and saturated with clean water. Any joint showing shrinkage or excessive cracking shall be cleaned and remade. In hot weather,

additional measures may be required to obtain the best quality of joint, such as additional wet burlap, curing membrane, or immediate careful and well controlled backfilling of the joint with damp earth.

F. The mortar used at the exterior joint shall consist of one part Portland cement to 2-l/2 parts fine, sharp, clean sand and mixed with water to the consistency of thick cream. Mortar required at the joint shall not be placed in freezing weather unless adequately protected from freezing.

G. The joints for pipe to be installed in casing shall be made as for pipe laid in trench except that the outside portion of the joint shall be wrapped in a special polyurethane wrap impregnated with unhydrated cement manufactured for this purpose, prior to being jacked into the casing pipe. The wrap shall be "Flex-Protex" as manufactured by Mar-Mag Mfg. Corporation or approved equal. The interior of the joints shall be mortared after the pipe to be installed in casing has been jacked into place. The pipe shall not be moved after interior mortaring is completed. After the water line has been installed in the casing the ends of the casing shall be sealed using concrete or cement mortar.

H. Steel cylinder reinforced concrete pipe shall not be pressure tested until it has been in place a minimum of l4 days.

I. The contractor shall fill the steel cylinder reinforced concrete pipe under slight pressure and allow approximately 24 hours for water absorption by concrete lining before performing pressure test.

7. SETTING VALVES, VALVE BOXES, FIRE HYDRANTS AND FITTINGS

7.1 General

Valves and fittings shall be set at the locations shown on the plans or at locations as established by the engineer, and shall be set and jointed to the pipe in the manner heretofore specified for pipe installation. All valves buried in the ground shall have a cast iron valve box set over the valve and set to grade. All valves shall be set vertical, unless otherwise specified, and shall be thoroughly inspected and checked for operation before installation.

7.2 Valve Boxes

Cast Iron valve boxes shall be firmly supported and maintained centered and plumb over the wrench nut of the valve, with box cover flush with the surface of the ground or street paving.

Valve boxes shall be supported by a ring of concrete as shown on the plans and Detail Drawings. This ring shall be Class "A" concrete having a minimum thickness of six (6") inches and shall extend a minimum of twelve (12") inches in all directions from the outside diameter of the valve box and shall be supported on thoroughly compacted backfill.

7.3 Setting Fire Hydrants

A. Fire hydrants shall be located at points shown on the plans, the exact location of the hydrant to be established by the engineer. All hydrants shall be set plumb, to the grade as established by the engineer, and shall have their nozzles parallel with and/or at right angles to the curb, with the pumper nozzle facing the curb. The hydrants shall be supported in such a manner as not to cause a strain on the fire hydrant lead or branch.

The bowl of the hydrant shall be well braced against unexcavated earth at the end of the trench with concrete blocking. The concrete blocking shall be placed so as not to interfere with the hydrant drains and so that the joints or flanges are accessible.

B. Each hydrant shall be connected to the main with a six (6) inch ductile iron branch controlled by an independent six (6) inch gate valve. Each hydrant shall be set upon a stone or concrete slab not less than four (4) inches thick and not less than one square foot of surface area. Where solid rock exists in the bottom of the trench and same is excavated to the proper depth to form a foundation for the hydrant, the slab of stone or concrete may be omitted.

C. There shall be placed around the base of the hydrant not less than seven (7) cubic feet of sound broken stone or clean gravel, or other suitable material to provide reservoir capacity so that the hydrant will completely drain when closed. The gravel or broken stone shall reach from the bottom of the trench to at least six (6) inches above the waste opening in the hydrant. Each hydrant shall be operated by the contractor to prove to the inspector that the drain hole has not been plugged with concrete or other material.

8. **ANCHORAGE OF BENDS, TEES AND PLUGS, ETC.**

Reaction or thrust blocking shall be applied to all pipe lines at all tees, plugs, caps, valves, fire hydrants, and at bends deflecting ll-1/4 degrees or more. Concrete shall be used for blocking the pipe and fittings. Concrete for thrust block shall have a minimum compressive strength of 3,000 psi and shall conform to Texas Highway Department Class "A" concrete. Before thrust blocking is placed the element to be blocked shall be carefully wrapped in polyethylene sheeting having a minimum thickness of 3 mils. The blocking shall be placed between solid ground and the fitting to be anchored; the area of bearing on pipe and on the ground in each instance shall be that required by the engineer. The blocking shall be so placed that the pipe and fitting joints will be accessible for repair.

9. DISINFECTION OF PIPE LINES

The contractor shall furnish all labor, equipment, and materials necessary to the disinfecting of the new pipe lines which shall be disinfected before being placed in service. The lines shall be disinfected by the application of a chlorinating agent. The chlorinating agent may be a liquid chlorine, liquid chlorine gas water mixture, or a calcium hypochlorite solution, which shall be fed into the lines through a suitable solution feed device, or other methods approved by the engineer. The chlorinating agent shall be readily dissolvable and of a type that will rapidly mix with the water as it is loaded into the water line. Tablets or other solid form shall not be used unless they are dissolved before being placed into the line. The chlorinating agent shall be applied at or near the point from which the line is being filled, and through a corporation stop or other approved connection inserted in the horizontal axis of the newly laid pipe. The water being used to fill the line shall be controlled to flow into the section to be disinfected very slowly, and the rate of application of the chlorinating agent shall be in such proportion to the rate of water entering the pipe that the chlorine dose applied to the water entering the line shall be at least 50 parts per million. The treated water shall be retained in the pipe lines for a period of not less than twenty four (24) hours. At the end of the retention period all treated water shall be thoroughly flushed from the lines until the replacement water in the lines shall have a chlorine residual of not more than 0.2 parts per million. Where it is necessary to place the new lines in service in less than 24 hours, the concentration of chlorine may be increased to 300 ppm and the lines flushed and placed in service in 3 hours. Disinfecting procedures shall conform to AWWA C 60l.

l0. HYDROSTATIC TESTS

All pipe lines constructed under this contract before being accepted, shall be tested at l20% design pressure as described in the following paragraphs. This test shall apply to all newly laid pipe or any valved sections thereof.

The required test pressure (l80 pounds per square inch) shall be maintained over a continuous period of not less than eight (8) hours.

Each valved section of pipe shall be slowly filled with water, being certain that all air is expelled from the pipe by using hydrants, blow-offs or taps at points of highest elevation in the line. The specified pressure shall be applied by means of a pump and flow meter (gpm and amount) connected to the pipe in a manner satisfactory to the engineer. The contractor shall furnish all necessary equipment, materials and labor to satisfactorily make the hydrostatic tests.

After the line section to be tested has been brought to pressure, a visual inspection shall be made of all joints, fittings, valves, and appurtenance. Any leaks thus located shall be corrected before continuing with the test.

If the test indicates a leakage in excess of a rate equal to twenty-five (25) gallons per inch of nominal diameter of pipe line per mile per day (maximum 600 gallon per mile per day total leakage) the cause of such leaks shall be determined and corrected and the line retested until satisfactory results are obtained.

11. **REMOVING AND REPLACING PAVEMENT**

A. When it is necessary to cut existing paving to install utilities the paving shall be repaired as soon after the backfill is consolidated or the cement stabilized backfill has reached sufficient strength as practical. The repair shall be made using Texas Highway Department Type "D" Hot Mix Asphaltic Concrete and shall have a minimum thickness equal to the thickness of the existing surface.

B. Edges along the trenches and around pits shall be saw cut to remove damaged edges and/or surface. Saw cuts shall be straight and parallel to or at right angles to the street or alley center line in so far as practical. Meandering, zig-zag or notched saw lines will not be permitted. The saw cuts shall be such that a minimum of 6" of surface is removed beyond the edges of the trench.

C. The edges of the saw cut and surface of the backfill material shall be tack coated prior to the placing of hot mix asphaltic concrete. The tack coat shall be either RC-250 cut back asphalt or RS2h emulsified asphalt or approved equal. When emulsified asphalt is used for tack coat the asphaltic concrete shall not be placed until the break of the emulsion is complete and all free water has evaporated or has been removed.

D. After the tack coat is cured the hot mix asphaltic concrete shall be placed uniformly throughout the repair area. The edges of the repair shall be squared up and the hot mix asphaltic concrete thoroughly compacted. Any large aggregate that is separated from the mix during the leveling process shall be removed from the surface and disposed of off the project. Care shall be taken that none of the mix over laps the old paving. Any mix that has "scabbed" onto the paving shall be removed before the section is reopened to traffic.

Sufficient mix shall be placed so that the finished repair is from one eight (1/8") inch to one quarter (1/4") inch above the old paving surface to allow for further consolidation by traffic.

12. **TUNNELING UNDER UTILITY LINES, ETC**.

Where pipes, conduits or concrete curbs, gutters or other obstructions are encountered in the construction, the cost of tunneling under such obstructions shall be included as a part of the cost of the pipe line, or other pay items, complete in place.

13. **HIGHWAY CROSSING**

A. The City of Midland will obtain any required permits from the State Highway Department for installation of the water line along and across the highway right-of-way. It shall be the contractor's duty and responsibility to coordinate the time of making the crossing and the manner of handling traffic.

B. Installations of the casing pipe shall be accomplished by boring or open cut trench as indicated on the drawings and in accordance with the Texas Department of Transportation permit and requirements. Equipment used shall be of such size and capacity as to allow the placement of the casing to proceed in a safe and expeditions manner. Installation of the casing and the excavation and removal of the materials

within the casing shall proceed simultaneously.

The boring shall proceed from a pit provided for the boring equipment and workmen. Excavation and location of the pit shall be approved by the Engineer. Boring without the concurrent installation of the casing pipe will not be permitted. The use of water or other fluids in connection with the boring operation will be permitted only to the extent of lubricating cuttings. Jetting will not be permitted. Overcutting in excess of one inch shall be remedied by concrete pressure grouting the entire length of the installation. All joints for casing pipe installed in bore shall be welded. Care shall be taken to keep the casing pipe on the proper line and grade.

C. After the casing pipe has been installed and is accepted by the Engineer, the pipe shall be shoved through the casing. The pipe shall be pushed or pulled through the casing by exerting pressure on the barrel of the pipe and not on the bell, and shall be done in such a manner that the joint is always in compression during the shoving operation. Hardwood, or other suitable material skids shall be banded with stainless steel bands to each joint of pipe In accordance with the pipe manufacturers recommendation. The hardwood skids shall be of sufficient dimensions to allow the bell of the pipe to clear the casing pipe by at least one-half inch. The length of the skid shall be in accordance with the pipe manufacturers recommendations. A minimum of three bands shall be used to secure the skids to the pipe. The skids shall be such that the carrier pipe will be centered in the casing pipe. The design of skids and bonding techniques shall be submitted to the Engineer for approval prior to use.

In general waterline installation in the casing pipe shall conform to AWWA C 600-Section 6 requirements.

After completion of pipe installation in casing, the ends of the casing shall be sealed off by use of concrete grout. The minimum compressive strength of the grout shall be 2,000 psi in 28 days.

14. **SHORING & SHEETING**

14.1 Description

This item shall govern for the Trench Safety Systems required for the construction of all trench excavation to be utilized in the project and including all additional excavation and backfill necessitated by the safety system. A trench shall be defined as a narrow excavation (in relation to its length) made below the surface of the ground. In general, the depth is greater than the width, but the width of a trench (measured at the bottom) is not greater than 15 feet. The depth is five feet or more.

Trench Safety Systems include but are not limited to sloping, sheeting, trench boxes or trench shields, sheet piling, cribbing, bracing, shoring, dewatering or diversion of water to provide adequate drainage.

l4.2 Construction Methods

Trench safety systems shall be accomplished in accordance with the detailed specifications set out in the provisions of Excavation, Trench, and Shoring, Federal Occupational Safety and Health Administration (OSHA) Standards, 29CFR, Part 1926, Subpart P, as amended, including Proposed Rules published in the Federal Register (Vol. 52, No. 72) on Tuesday, October 31, l989. The sections that are incorporated into these specifications by reference include Sections 1926-650 through 1926-652. Legislation that has been enacted by the Texas Legislature, being Tex. Rev. Civ. Stat. Ann. arts. 1015q, 2368a.6 (Vernon Supp. 1988) with regard to Trench Safety Systems, is hereby incorporated, by reference into these specifications.

A reproduction of the OSHA Publication 2226 is attached for the convenience of the Contractor. The City assumes no responsibility for the accuracy of the reproduction or that it reflects current law. The Contractor is responsible for obtaining a copy of this section of the Federal Register for his use.

If the contractor elects to use a trench protective system that, in the Proposed Rules, requires "Design by a qualified person or a qualified engineer," [For example see 1926.652(b) (3) and 1926.652(c) (4)], "a qualified person or qualified engineer" shall be a Professional Engineer registered in the State of Texas. The Contractor is responsible for obtaining boring and soil analysis as required for the planned design. The trench excavation is to be designed in conformance with OSHA standards and regulations.

14.3 Safety Program

The Contractor shall submit a safety program specifically for the construction of trench excavation. The trench safety program shall be in accordance with OSHA standards governing the presence and activities of individuals working in and around trench excavation.

14.4 Inspection

The Contractor shall make daily inspections of the Trench Safety Systems to ensure that the systems meet OSHA requirements. Daily inspection is to be made by a "competent person" provided by the Contractor. If evidence of possible cave-ins, or slides, is apparent, all work in the trench shall cease until the necessary precautions have been taken by the Contractor to safeguard personnel entering the trench. It is the sole duty, responsibility and prerogative of the Contractor, not the owner or the Engineer, to determine the specific applicability of the designed trench safety systems to each field condition encountered on the project. The Contractor shall maintain a permanent record of daily inspections.

14.5. Safety Restrictions - work near high voltage lines

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

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

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

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

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

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

l5. MEASUREMENT AND PAYMENT

l5.l General

The unit price or lump sum price bid on each item, as stated in the proposal, shall include furnishing all labor, superintendence, machinery, equipment, and materials necessary to complete the various items of work in accordance with the plans and specifications. Cost of work or materials shown on the plans and called for in the specifications and on which no separate payment is made shall be included in the bid price on the various pay items.

l5.2 Water Lines

A. Measurement

The length of pipe lines for the various sizes, classes and types to be paid for will be determined by measurement along the center lines of the pipe installed, measurement being made from the center of fitting to center of fitting or end of pipe, without any deduction for the length of intermediate fittings or valves including pipe installed in casing.

B. Payment

Furnishing and installing approved type pipe of the various sizes and classes shown on the plans or as required will be paid for at the unit price bid per linear foot for furnishing and installing the various sizes and classes of approved pipe complete in place. The unit price bid shall be complete compensation for furnishing and installing the pipe complete in place including all excavation, backfilling, testing and disinfection of lines and shall include any and all incidental work not otherwise included in the bid items or otherwise provided for in the specifications.

l5.3 Solid Rock Excavation

All excavation for pipe trenches shall be unclassified and no extra compensation will be made for solid rock excavation. The contractor is expected to make boring of his own and satisfy himself to the character of material which will be encountered.

l5.4 Gate Valves or Butterfly Valves

A. Measurement

Gate valves or butterfly valves will be counted in the field after installation by the size and type specified and actually installed.

B. Payment

The unit price bid for each type and size valve shall be complete compensation for furnishing and installing the valves, complete in place, including the furnishing and installation of cast iron valve boxes on all valves to the finished grade of the adjacent surface. All valves in paved areas shall be set to finish pavement grades

l5.5 Fire Hydrants

A. Measurement

Fire hydrants will be counted in the field after installation in accordance with the plans and specifications.

B. Payment

The unit price bid shall be complete compensation for furnishing and installing the fire hydrants, complete in place, each, including lead pipe the gravel drain, concrete blocking, extension or additional bury depth as required for a complete installation.

I5.6 Service Connections

A. Measurement

The number of service connections of the type and size specified to be paid for will be counted in the field after complete installation.

B. Payment

The unit price bid shall be complete compensation for furnishing and installing the service connections, complete in place, including the meter box and lid, service line, corporation stop, meter stop and incidentals required for a complete installation.

I5.7 Ductile Iron Fittings

A. Measurement

The weight of the various ductile iron fittings and specials were estimated by using the standard weights for cast iron fittings as established by the American Water Works Association or American Standard Association. Measurement of ductile iron fittings will be made by counting the actual number of fittings installed and multiplying the number of fittings by the catalog weights for those types of fittings actually installed. Allowance will be made for glands and bolts.

B. Payment

The ductile iron fittings or specials required in the construction of the various size pipe lines as shown on the plans or as required will be paid for at the unit price bid per ton for furnishing and installing the ductile iron fittings complete in place. The unit price shall also include all materials, excavation, backfilling, concrete blocking and other incidental work required for the complete installation.

I5.8 Steel Cylinder Concrete Pipe Fittings

A. Measurement

No separate measurement or count of fittings and specials for steel cylinder concrete pipe will be made.

B. Payment

No separate payment will be made for fittings or specials for steel cylinder concrete pipe used on this project, but the cost of same shall be included in the price bid per linear foot for the various classes and sizes of pipe in the bid proposal.

l5.9 Casing Pipe In Bored Hole Or Open Cut

A. Measurement

Measurement of the casing pipe, of the type and size specified, shall be made by the linear foot of casing installed complete in bored hole or installed complete in open cut.

B. Payment

The unit price bid per linear foot for casing in bored hole or for casing in open cut shall be complete compensation for furnishing and installing the casing, complete in place, including all pits, boring equipment, materials and labor required for a complete installation. Payment for carrier pipe installed in the casing will be made as stated under Waterlines above.

l5.l0 Paving Cut and Repair

A. Measurement

Measurement of paving cut and repair will be made by the square yard for replacing pavement of the type specified. The area of the pavement replaced shall be determined by actual measurements on the ground; however, measurement will be limited to areas within widths of cuts as shown on the plans unless additional widths are authorized by the engineer. Any pavement removed or damaged outside of the aforementioned limits shall be replaced as prescribed with these specifications, but will not be measured for payment.

B. Payment

The unit price bid, per square yard, shall be complete compensation for cutting and removing the pavement, and constructing the concrete base and surfacing of the type specified, all as specified herein and as shown on the plans.

15.ll Trench Safety Systems, Sheeting and Shoring

A. Measurement

Trench Safety Systems shall be measured by the linear foot along the centerline of trench including manholes and other line structures.

B. Payment

Payment for Trench Safety Systems, measured as prescribed above, shall be made at the unit price bid per linear foot of "Trench Safety Systems: Payment of all work prescribed under this item shall be full compensation for the Trench Safety Systems including all Engineering cost and any additional excavation and backfill required, for furnishing, placing, maintaining and removing all shoring, sheeting, or bracing; for dewatering or diversion of water; for all jacking and jack removal; and for all other labor, materials, tools, equipment and incidentals necessary to complete the work.

Revised 08/07

GRAVITY FLOW PIPE SEWERS AND FITTINGS
FOR WASTE WATER AND STORM WATER

PART I – GENERAL

1.01 SCOPE

A. The work covered by this specification shall include the furnishing of all material, labor and equipment to construct, complete in place, all Gravity sewers including jointing, gaskets, fittings, castings, mortar, concrete, the placing of sewer pipe, and the construction of manholes and other appurtenance, all in accordance with the details shown on the plans and these specifications for the drainage of sanitary and/or storm sewage.

B. Sanitary and storm sewer lines constructed under these specifications shall be straight in grade and alignment between manholes. Manholes shall be constructed at any change in grade and at any change in alignment. In general manholes are to be constructed at 300 feet intervals or less with the maximum distance between manholes being 350 feet when approved by the Engineer.

1.02 QUALITY ASSURANCE

A. The Contractor, at the Engineer's request, shall furnish a certificate from the manufacturer of the pipe and fittings that the manufacturer is fully competent and capable of manufacturing sewer pipe, fittings, and accessories of the type, size and grade proposed for use in this project that are of uniform texture and strength that will fully comply with these specifications and have so manufactured this class of pipe in sufficient quantities to be certain that it will meet all normal field conditions of usage. The manufacturer must have adequate equipment and quality control facilities to be sure that each extrusion casting or run of pipe is uniform in texture, dimensions, and strength.

B. All PVC, HDPE, or plastic resin based pipe and fittings shall be covered during storage to protect them from excessive heat and direct sunlight.

C. All pipe and accessories shall be stored above ground and fully supported so that they will not bend or deflect excessively under their own weight.

D. Pipe in any way damaged or deformed during storage shall not be incorporated into this project, but at the direction of the Engineer, shall be permanently removed from the job site and project area.

1.03 TYPE OF PIPE

A. Pipe for sanitary sewers 15 inches in diameter and less shall be PVC. Pipe for storm drains 15 inches in diameter and less may be corrugated steel pipe when called for on the plans and in the bid proposal. Pipe 18 inches in diameter and larger shall be of the type shown on the plans and bid proposal.

B. The contractor may be allowed to bid a choice of two or more of the pipe materials when pipe 18 inches in diameter and larger are proposed for use on a project. When such choice is allowed the permissible choices will be clearly stated on the plans and/or bid proposal and a blank space will be provided for the contractor to write in the type of pipe proposed for use on the project. When such blank spaces are provided, the contractor must choose one of the permitted pipe materials as specified in part 2 “Materials” of these specifications and write in the type of pipe bid. Failure to write in the type of pipe bid may be reason to disqualify the bid. One or more types of pipe 18 inches in diameter and larger may be excluded from consideration on any given project by notes on the plans and/or the bid proposal.

PART 2 – MATERIALS

2.01 POLYVINYL CHLORIDE (PVC) PIPE AND FITTINGS FOR SANITARY AND STORM SEWERS

A. GRAVITY SEWERS

(1) Pipe and fittings in nominal diameters from 4-inch through 15-inch shall be manufactured in accordance with ASTM D3034, “Type PSM Polyvinyl Chloride (PVC) Sewer Pipe and Fittings” and pipe and fittings in diameter 18” through 36” shall be manufactured in accordance with ASTM F-679 or ASTM F-794, closed profile, subject to the modifications and limitations below.

B. MODIFICATIONS AND LIMITATIONS

(1) The concrete slab manhole tops shall be reinforced with number 4 steel reinforcing bars spaced at 12 inches on center each way. Additional diagonal bars shall be placed on 4 sides around the manway opening. The diagonal bars shall be number 4 rebar with a minimum length equal to the diameter of the manway opening plus 4 inches. The steel reinforcing mat shall be placed in the bottom of the slab with 1-1/2 inches protective covering.

(2) The term Dimension Ratio (DR) or standard dimension ratio (SDR) is the ratio of the average outside pipe diameter to the minimum wall thickness rounded to the nearest 0.5. The maximum DR for PVC sewer pipe shall be 35. PVC pipe sewers that will have less than 4 feet of cover shall be DR26.

(3) PVC pipe manufactured under ASTM F679 or F794 shall have a wall thickness that will meet or exceed the D.R. and stiffness specified herein. The minimum pipe stiffness for pipe having a DR of 26 shall be 115 psi. The minimum pipe stiffness for DR 35 pipe shall be 46 psi.

(4) Where DR 26 pipe is specified, all necessary fittings shall be the same as for SDR 35 PVC pipe.

(5) Minimum wall thickness for ASTM D-3034 PVC pipe shall be as follows:

Nominal Size (in.)	Min. Wall Thickness (in.)	
	DR 26	DR 35
4	0.162	0.120
6	0.241	0.180
8	0.323	0.240
10	0.404	0.300
12	0.481	0.360
15	0.588	0.437

The minimum wall thickness for PVC pipe meeting ASTM F-679 or F-794 requirements shall be the thickness as set forth in said ASTM specification that will meet or exceed the pipe stiffness and DR required.

(5) The identification markings as shown in Section 12 of ASTM 3034 shall note the specified DR of 26 where applicable.

(6) All pipe and fittings shall have the dimensions for inside diameter, outside diameter, etc. as shown in ASTM D3034 and/or ASTM F-679 except that the inside diameter DR 26 may be reduced by the added wall thickness.

(7) The pipe and fittings shall be homogeneous throughout and free from visible cracks, holes, foreign inclusions, or other injurious defects. The pipe shall be as uniform as commercially practical in color, opacity, density, and other physical properties.

(8) The Contractor shall provide wyes, tees, bends, adapters, and any other fittings called for in the specifications and/or shown on the plans or directed by the Engineer.

(9) The standard length of ASTM, D-3034 SDR 35 or SDR 26 PVC pipe under this specification shall be 20 feet with a minimum of 10 feet, except that all pipe used in service lines shall not exceed 10 feet in length unless otherwise approved by the Engineer. The standard laying length for ASTM F-679 PVC pipe shall be 13 feet. The Engineer must approve other laying lengths.

C. SEWER LATERALS AND CONNECTIONS

Pipe and fittings for service lines shall be the same material and thickness class as required for the main sewer. Schedule 40 PVC pipe may be used for 4” service lines when PVC pipe meeting requirements of ASTM 3034, SDR 35 is required.

D. JOINING SYSTEMS

(1) PIPE JOINTS

The pipe shall be joined with an integral bell, bell and spigot type rubber gasket joint. Each integral bell joint shall consist of a formed bell complete with a single rubber o-ring gasket. Gaskets shall be manufactured in accordance with ASTM F477 and shall be installed in accordance with the pipe manufacturer's instructions using all the necessary materials, lubricants and equipment recommended by the manufacturer.

For pipe 18" through 36" gaskets shall be factory installed and chemically bonded to the bell end of the pipe.

Lubricant shall be water soluble, non-toxic and have no deteriorating effects on gasket or pipe materials and shall not support the growth of bacteria. Lubricant shall be suitable for use at temperatures from 5° to 120° F (-15° to 50° C). Containers shall be labeled with the manufacturer's name and identified as PVC pipe joint lubricant. Each lubricant container shall have printed instructions for usage and joint assembly.

Field welded joints will not be allowed.

(2) FITTING JOINTS

All fittings shall utilize rubber gasket joints of the same type design and specifications as pipe joints.

(3) PIPE SPIGOT

The pipe spigot shall have a bevel and an insertion stop mark. The assembled joint shall be designed so the gasket shall be radially compressed to assure a positive water-tight seal for all installation conditions recommended by the manufacturer and under all combinations of production tolerances for the joint components. Each size joint shall be qualified to no leakage under various test conditions in conformance with ASTM Specification D-3212, "Joints for Drain and Sewer Plastic Pipes Using Flexible Elastomeric Seals."

E. INSPECTION AND TESTING

(1) INSPECTION REQUIREMENTS

Certification: as the basis of the acceptance of the material, the manufacturer will furnish a certificate of conformance to these specifications. The manufacturer will furnish other conformance certification in the form of affidavit of conformances, test results, and copies of test reports.

(2) PHYSICAL TEST REQUIREMENTS

For each 4,000 linear feet of pipe manufactured of each class and size of pipe, the following certified test data shall be required:

1. The basic dimensions shall be measured.
2. The allowable crush load (lbs/ft ^{2}) shall be calculated.
3. Impact resistance, fusion quality and ductility shall be tested.

F. MARKING AND DELIVERY

Each pipe shall be identified with the name of manufacturer, nominal size, cell classification, ASTM designation F794, Uni-Bell Plastic Pipe Association designation Uni-B-9, the pipe stiffness designation “PS-46 psi” and manufacturer’s date code.

1. MANHOLE CONNECTIONS

The Contractor shall provide smooth pieces of pipe for connecting sewer line into manholes. The Contractor shall be required to assist the manhole gasket supplier with the nominal outside diameter of these smooth pieces of pipe, as manufactured. There shall be only one plain end thickness for each diameter of pipe specified for the project.

2. DELIVERY

All pipe couplings and fittings shall be prepared for standard commercial shipment.

The pipe shall be inspected upon delivery to the job site for final acceptance. The contractor shall be responsible for all material furnished by him and he shall replace, at his own expense, all such material that is found to be defective in manufacture or which has become damaged in handling until final acceptance has been made. Pipe, which exhibits excessive ovalty or curvature, shall be rejected.

PVC pipe and fittings shall be covered during storage to protect them from excessive heat and direct sunlight.

All pipe and accessories shall be stored above ground and fully supported so as not to bend or deflect excessively under its own weight.

2.01(a) Metallic Marking Tape (For PVC Sewer Pipe)

2.01 (a).1 General

When non-metallic pipelines are to be installed, then the Contractor shall furnish and lay, above the pipeline, a continuous strip of metallic identification tape.

2.01 (a).2 Tape Material

The metallic identification tape shall be at least two inches (2”) in width and shall be of corrosive resistant metal of sufficient thickness to be stable and reflect electronic signals to electronic pipeline detector when buried to a dept of twenty-four (24”) below normal ground level.

The metallic tape shall be painted green on one side and shall have 1-inch high letters painted continuously on the same side of the tape which read, “CAUTION: BURIED SEWER LINE BELOW” or other words to this effect.

The marking tape shall be “Detectable Marking Tape”, as manufactured by the Omega Marking Company, or equal approved by the Engineer.

2.01(a).3 Construction Methods

The Contractor shall backfill over non-metallic pipelines to a depth which is less than twenty-four (24”) and not more than twelve inches (12) from the top of the cut of the ditch section in which the pipeline is laid. Contractor shall stop the backfilling material to a generally uniform level. All machine tamping, jetting and other compaction activities shall be accomplished up to this point of height in the backfilling the marking tape is placed in the trench.

The Contractor shall then lay the marking tape in the pipe trench and shall be held in position by the spot placement of backfill materials over it to keep it from sliding t the sides and/or from being blown about in the ditch by the wind. The tape shall be lid with the painted side, which shall also be the side with the identification lettering on it, in the “up” position. The tape shall be laid in the flat position and kept there until backfill is accomplished.

The Contractor shall then complete the backfilling operation in such a manner that the marking tape is not cut, crimped, ruptured or separated by the backfilling work.

2.01(a).4 Measurement and Payment

No separate pay item will be provided for furnish and placing the marking tape. This item shall be considered subsidiary to the non-metallic pipe being placed.

2.02 CORRUGATED STEEL PIPE (CSP) FOR STORM SEWERS AND CULVERTS ONLY

1. PIPE

A. STEEL SHEET STOCK

(1) Corrugated steel pipe shall be manufactured using galvanized steel sheet AASHTO M 218 or aluminized steel sheet AASHTO M 274.

(2) The lining for smooth lined corrugated steel pipe shall be polymer coated on both sides. The minimum thickness of the polymer coating shall be 10 mils.

B. PIPE DESIGNATION

(1) Pipe furnished shall be manufactured in accordance with AASHTO Specification M 36.

(2) Corrugated steel pipe shall be one or more of the following type as designated in AASHTO M 36.

Type I - Full circular cross section having helical corrugations.

Type IA - Full circular smooth lined pipe constructed of an outer shell having helical corrugations with a smooth sheet lining attached to the outer shell at helical lock seams.

Type IR - Full circular cross section with helical rib protruding outward.

Type II - Type I pipe formed into a pipe arch.

Type IIA - Type IA pipe formed into a pipe arch.

The type of pipe furnished on this project will be as shown on the plans and in the bid proposal.

When no type of pipe is called for on the plans or in the bid proposal helically corrugated circular single wall pipe (Type I or Type IR) shall be furnished.

C. MANUFACTURERS CERTIFICATION

(1) The pipe manufacturer will be required to certify the adequacy of the pipe furnished for the application and design life of the project.

(2) The design life for storm sewers constructed under this specification is 50 years.

(3) The pipe manufacturer will be required to run soil pH, soil resistivity and such other test as they deem necessary to design pipe thickness and protective coatings required to assure the adequacy of the pipe supplied.

D. CORRUGATION AND MINIMUM THICKNESS

(1) Thickness used in this specification refers to the bare steel thickness before coating is applied. The minimum thickness for any single wall corrugated steel pipe furnished under this specification is 16 gage.

(2) All corrugated steel pipe furnished under these specifications shall have helical corrugations.

(3) Circular corrugated steel pipe 48” in diameter and smaller shall have 2-2/3” x ½” corrugation and shall be a minimum of 16 gage in thickness.

Circular corrugated steel pipe larger than 48” in diameter may have either 2-2/3 x ½” or 3” x 1” corrugations. The minimum thickness for corrugated steel pipe larger than 48” in diameter and having 2-2/3 x ½” corrugation shall be as follows:

54” Diameter - 12 gage
60” Diameter - 10 gage
66” through 90” Diameter - 8 gage

The minimum thickness for circular corrugated steel pipe having 3” x 1” corrugation and diameters of 54” through 90” shall be 14 gage.

(4) For smooth lined corrugated steel pipe the minimum thickness for the lining shall be 20 gage and the minimum thickness for the outer shell shall be 18 gage.

The corrugations for the outer shell shall be 2-2/3” x ½” for pipe 48” diameter and smaller. Larger diameter pipe may use 3” x 1” corrugations in the outer shell. The sum of the thickness for the outer shell and the liner shall be a minimum of one thickness unit greater than the thickness that would be required for single wall pipe of the same diameter or span.

(5) Spiral rib steel pipe (Type IR) shall have outward projecting spiral corrugations of ¾” x 1” at 11-1/2” on center in accord with AASHTO specification M 36 or ¾” x ¾” at 7-1/2” on center as described in AASHTO specification M 196.

The minimum thickness for spiral rib pipe 48” in diameter and smaller shall be 16 gage.

The minimum thickness for spiral rib pipe 54” and 60” in diameter shall be 14 gage.

The minimum thickness for spiral rib pipe 66” and 72” in diameter shall be 12 gage.

The minimum thickness for spiral rib pipe larger than 72” in diameter shall be as shown on the plans.

(6) The corrugations and minimum thickness of corrugated steel pipe arch shall be in accord with the following table:

EQUIV. Dia. (in.)	2-2/3" x ½" Corrugations Span (in.)	Rise (in.)	Gage	3" x 1" Nominal Size Span (in.)	Rise (in.)	Gage
15"	17	13	14			
18"	21	15	14			
24"	28	20	14			
30"	35	24	14			
36"	42	29	14	40	31	16
42"	49	33	12	40	36	14
48"	57	38	10	53	41	12
54"	64	43	10	60	46	12
60"	71	47	8	66	51	12
66"	77	52	8	73	55	12
72"	83	57	8	81	59	12
78"				87	63	12
84"				95	67	12
90"				103	71	12

When 2-2/3" x ½" corrugations are called for on the plans and/or on the bid schedule the substitution of 3" x 1" corrugations will be allowed only upon the demonstration by the contractor that there is sufficient head room to accommodate the higher rise for arch pipe of this cross section.

E. END TREATMENT AND JOINING

(1) The ends of all corrugated steel pipe furnished for this project shall be rolled to provide circumferential corrugations for coupling. The end corrugations for all pipe 48" in diameter and less shall be 2-2/3 x ½". The end corrugations for single wall helically corrugated steel pipe or for smooth lined corrugated steel pipe 54" in diameter and larger shall be the same pitch as the pipe furnished and may be either 2-2/3" x ½" or 3" x 1". The end corrugations for spiral rib (Type IR) corrugated steel pipe shall be 2-2/3" x ½" or 3" x 1" for pipe 54" and larger in diameter.

(2) Coupling bands shall be made of the same material as the pipe and shall be not more than 3 nominal sheet thicknesses lighter than the pipe joined and in no case less than .052 inch.

Jointing devices for joining corrugated steel pipe shall have a gasket and shall produce a joint meeting the infiltration/exfiltration requirements of these specifications.

If it should be necessary to cut a joint of Helically corrugated pipe and join the unreformed end to another section of pipe or fitting extra width bands will be required and special care must be taken to insure a water tight connection.

Locking bands shall be corrugated and shall securely fit into at least one full annular corrugation. The corrugations on the locking band must match the corrugations on the pipe being joined.
The minimum width for locking bands is as follows:

for 2-2/3 x ½ inch corrugations	10-1/2 inches
3 x 1 inch corrugation	12 inches

For helical corrugations that have not been reformed the coupling bands must be at least 2 inches wider than the widths listed above.

Unless shown otherwise on the plans all bolts for coupling or locking bands shall be ½ inch in diameter. Bands 12 inches wide or less shall have a minimum of 2 bolts. Bands wider than 12 inches shall have a minimum of 3 bolts.

Bolts must be galvanized in accordance with AASHTO Designation M232 or ASTM A164 Type RS.

(3) Gaskets for corrugated steel pipe shall be closed cell expanded rubber and shall be formed into a continuous band. Gaskets may be either “O” ring or flat band as recommended by the pipe manufacturer. Flat band gaskets shall be a minimum of 7” wide and 3/8” thick. “O” ring gaskets shall be 13/16” diameter minimum for pipe 36” in diameter or less and 7/8” for pipe larger than 36” diameter and having ½” deep corrugations. “O” ring gaskets shall be a minimum of 1-3/8” diameter for pipe having 1” deep corrugations. When “O” ring gaskets are furnished, an additional flat gasket shall be furnished and placed between the overlapping ends of the coupling band. This flat gasket shall completely fill the gap between the “O” rings. All gasket materials shall be capable of producing a water tight joint that will meet the leakage requirements of these specifications.

2. CORRUGATED STEEL MANHOLE FITTINGS, AND CLEAN OUTS

A. FABRICATION

(1) Corrugated steel manholes and fittings shall be constructed of the same material and type of pipe furnished for the storm sewer line with the exception that manhole risers shall be helical corrugated single wall circular pipe when used with pipe arch sewers or smooth lined corrugated steel pipe. The thickness of the manhole riser shall be the same as would be required for the same type and diameter pipe if it were used for the storm sewer.

(2) Cleanouts for use on shallow storm sewer and inlet leads shall be manufactured from pipe meeting the requirements of these specifications. Cleanouts shall be constructed to the dimensions and in accord with the details shown on the plans.

B. CONNECTION TO MANHOLES AND CLEANOUTS

(1) Stub outs from manholes and cleanouts for connection to storm sewers and inlet leads shall have annular corrugations and shall be compatible with the type and size of pipe being connected. Stub outs provided for connection to PVC pipe storm sewers and inlet leads shall be sized so that the PVC pipe can be inserted into the stub leaving the least amount of annular space between the PVC pipe and the CSP practical. The PVC pipe shall be connected using an approved molded rubber or PVC sleeve connector clamped to both pipes with stainless steel straps.

The connector shall be a flexible coupling as manufactured by Fernco, 300 S. Dayton St., Davison, MI., or approved equal.

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C. LEAKAGE

Manholes, fittings and cleanouts shall meet the leakage requirements of these specifications.

D. SHOP DRAWINGS

The contractor shall submit shop drawings of all manholes, fittings and cleanouts for approval prior to their fabrication. A minimum of 5 sets of drawings for each manhole, each fitting and each cleanout shall be submitted.

E. CONCRETE SLAB TOPS

A reinforced concrete slab top shall be constructed for each manhole and cleanout. The slab shall extend to one foot (1') outside the riser section on all sides and shall have an eccentric 2' diameter opening for the manway located at the outside edge of the riser section. For manholes and cleanouts designated for standard manhole rings and covers the concrete top shall be 8 inches thick and shall be finished smooth to receive the manhole ring.

For manholes designated to receive pressure type manhole rings and covers the concrete slab top shall be a minimum of 12 inches thick and shall have L bolts imbedded in the concrete to fit the requirements of the manhole ring furnished. The slab shall be finished smooth to receive the manhole ring. The manhole ring shall be securely bolted to the slab and sealed using "Ram Nek" or an approved equal bitumastic sealer between the manhole ring and the concrete slab.

The concrete slab manhole tops shall be reinforced with number 4 steel reinforcing bars spaced at 12 inches on center each way. Additional diagonal bars shall be placed on 4 sides around the manway opening. The diagonal bars shall be number 4 rebar with a minimum length equal to the diameter of the manway opening plus 4 inches. The steel reinforcing mat shall be placed in the bottom of the slab with 1-1/2 inches protective covering.

F. PRESSURE MANHOLE RING AND COVER

(1) Pressure type manhole rings and covers shall be Western Iron Works No. 380-24P or approved equal. The manhole cover shall be sealed with an "O" ring gasket in a ring groove and shall be secured to the ring by six (6) 5/8-inch stainless steel bolts.

(2) The ring shall have six (6) 1-1/4 inch bolt holes in the flange for securing the ring to the concrete slab top on the manhole.

3. CORRUGATED STEEL PIPE SLOTTED DRAIN

(1) Corrugated steel pipe slotted drains shall be fabricated from full circle corrugated steel pipe conforming to these specifications.

(2) C.S.P. Slotted drains shall be of a type as manufactured by "Contech Construction Products, Inc.", "Texas Corrugators", "Caldwell Culvert Company" or approved equal.

(3) The upstream end of CSP slotted drains shall be equipped with a bend and a ring and cover of the some size as the pipe from which the slotted drain was fabricated to allow cleaning equipment to be inserted into the slotted drain. The ring and cover shall be Nenah Foundry Co. R-5901 open grate or R-5900 solid lid or approved equal. Unless shown otherwise on the plans the open grate shall be furnished.

(4) When slotted drain is to be connected to PVC leads, molded rubber or PVC flexible connector as specified for connections to manholes and cleanouts shall be furnished.

4. DAMAGED COATING

A. PROTECTION OF PIPE

(1) Pipe fittings and specials shall be handled and stored in a manner that will minimize damage to the coating.

(2) The fabrication process shall be designed to minimize the burning of coatings during welding.

(3) Pipe and/or fittings showing excessive abuse or damage will be rejected.

B. REPAIRING DAMAGE

(1) Pipe on which the metallic coating has been burned by welding or has been otherwise damaged in fabricating or handling, shall be repaired. The repair shall be done so that the completed pipe shall show careful finished workmanship in all particulars.

(2) The damaged area shall be cleaned to bright metal by blast cleaning, power disk sanding, or wire brushing. The cleaned area shall extend at least ½ inch into the undamaged section of the coating. The cleaned area shall be coated within 24 hours and before any rusting or soiling.

(3) Zinc-rich paint shall be applied to a dry film thickness of at least 0.005 inches over the damaged section and surrounding cleaned area. Zinc-rich paint shall be used for repair of damage to all types of metallic coating -zinc, aluminum, and aluminum-zinc alloy.

2.03 CAST-IN-PLACE CONCRETE SEWER PIPE (NON-REINFORCED) FOR STORM SEWERS ONLY

1. DESCRIPTION

This item shall cover machine cast-in-place monolithic non-reinforced concrete pipe, which shall consist of Portland cement concrete placed in a prepared trench at such locations and grades shown on the plans and intended to be used for the conveyance of storm water. Items and item numbers referred to in this specification are the items as given in the "Texas State Department of Highways and Public Transportation 1982 Standard Specifications for Construction of Highways, Streets and Bridges."

2. MATERIALS

The cast-in-place pipe shall be constructed of Class "C" concrete. The concrete shall meet the requirements of Item 421, "Concrete for Structures," and Special Provision thereto, except as otherwise noted herein or on the plans. Type III Portland Cement shall be used.

The minimum compressive strength for concrete used in this item is 4000 psi. Backfilling operations may proceed when the concrete has reached 2000 psi compressive strength.

The coarse aggregate grading for pipe diameters 48 inches or less shall conform to that of Aggregate Grade No. 3, one inch (1") maximum size aggregate under Item 421. For pipe diameters over 48 inches, Coarse Aggregate No. 2, one and one third inch (1-1/3") maximum size aggregate shall be used.

No concrete having a slump in excess of 2" will be permitted for use in pipes with diameters of 48 inches and over. For pipes with diameters less than 48 inches, no concrete having a slump in excess of 3" will be permitted for use. At the option of the Contractor, sections of precast reinforced concrete pipe (D-load) may be substituted for cast-in-place concrete pipe. Pipe and installation shall conform to the requirements of Item 465, "Pipe Sewers." Backfill shall be in accordance with the requirements for other storm sewers in these specifications using crusher fines (chat).

3. PIPE MAKING EQUIPMENT

The pipe shall be constructed with equipment specially designed for constructing cast-in-place monolithic concrete pipe. The equipment shall be acceptable to the Engineer and the Contractor may be required to furnish evidence of successful operation in other work of the equipment he proposes to use. Equipment not suitable to produce the quality of work required for the pipeline will not be permitted to operate on the project.

4. DIMENSIONS AND TOLERANCES

The design shell thickness shall be as specified in Table 1.

TABLE I

Internal Diameter inches	Min. Shell Thickness inches
18	2
24	2-1/2
30	3
36	3-1/2
42	4
48	5
54	5-1/2
60	6
66	6-1/2
72	7
84	8
96	9
108	10
120	11

Variation in the internal diameter shall not exceed plus or minus 3 percent. The maximum allowable deviation form the true grade of the design invert of the pipe shall not exceed ½ inch either side of true grade. Where deviation from true grade occurs, true grade shall be re-established at a maximum departure of one-eighth inch per foot.

5. EXCAVATION AND BACKFILL

Excavation shall be in accordance with the requirement for other types of storm drains, except as modified herein. The trench shall be excavated in the lines and grades shown on the plans or as directed by the Engineer. The width of the trench shall be sufficient to accommodate travel of the pipe machine only. The bottom of the trench shall be shaped to the nominal outside circumference of the pipe. Excavation shall be performed from the outlet to the inlet. If the trench is over-excavated for the bottom 210 degrees of the pipe the excess area shall be filled with concrete. If rock is encountered, it will be removed at least 6 inches below the bottom of the pipe and the trench refilled with material sufficiently compacted to

allow operation of the machine and provide a smooth firm surface. The sidewall of the pipe shall be placed against undisturbed material.

Backfill material will be a crusher fine (chat) as described elsewhere in these Specifications. No backfill other than permitted for curing purposes shall be placed until the line has been inspected and approved by the Engineer. The trench may be completely backfilled after the pipe has been in place at least 24 hours and concrete strength requirements have been reached. Light traffic, axle load less than 6,000 pounds, may be routed over the pipe after backfill has been completed for twenty-four (24) hours. Unrestricted traffic may be permitted over the pipe after the backfill has been in place for forty-eight (48) hours.

All backfill material shall be mechanically compacted to 95% modified proctor or as directed by the Engineer.

6. CONSTRUCTION

All surfaces against which concrete are to be placed shall be free from standing water, mud, and debris. Absorptive surfaces against which concrete are to be placed shall be moistened thoroughly so that moisture will not be drawn from the freshly placed concrete.

The concrete shall be placed in one operation around the full circumference of the pipe by means of a traveling form. The forms shall be of sufficient strength to withstand vibrating or tamping the concrete and to permit workmen to walk on the forms without causing springing or bulging at any point.

As the traveling form moves forward, forms shall be placed inside the newly formed pipe to support a minimum of 230 degrees of the upper portion of the pipe.

The concrete shall be vibrated, rammed, tamped or worked with suitable appliances until the concrete has been consolidated to the maximum practicable density, free of rock pockets, and closes snugly against all surfaces or forms and provides a bond between the pipe shell and supporting earth.

When placing operations cease for any reason, the end of the pipe shall be left rough with a slope of approximately 45 degrees. The ends of the pipeline shall be covered with canvas or other suitable cover material to prevent excessive loss of moisture from the interior of the pipe already placed.

When starting pipe laying operation from a previously laid cast-in-place pipe or section of pre-cast pipe, a construction joint shall be made by excavating a “bell” completely around the end of the existing pipe and constructing a concrete collar to extend at least one foot either side of the joint with a minimum thickness equal to that of the wall of the pipe. The end of the existing pipe shall be clean and damp before continuing pipe making operations. Cleaning of the construction joint shall consist of removing all latency, loose or defective concrete, coatings, and any other deleterious materials.

All forms shall be clean and shall be placed at the trench side at the location of their proposed use for inspection by the Engineer. Forms, which are defective in any way, will not be used, and upon condemnation they shall be removed from the site of the work. The forms shall not vary more than ½ inch from the lower edge of a straightedge laid parallel to the centerline of the form, and shall be free of any holes larger than 5/8 inch in greatest dimension. The pipe machine shall be thoroughly clean and serviced prior to the placing of the concrete. Particular attention will be given to all parts of the machine with which concrete comes into contact.

Concrete chutes or trunks shall be provided to reach within 1 foot of the pipe machine hopper. The end of the chute or trunk shall discharge the concrete at the center of the hopper. Provisions shall be maintained to minimize segregation of the concrete mix in all phases of the operation.

Delays in placing shall be handled as follows or as otherwise directed. The concrete hopper on the pipe laying machine shall be kept ½ full at all times, provided, however, that when placing operations cease or are delayed for any reason for more than 20 minutes, the pipe machine shall be pulled forward until all the concrete is exhausted and until the top troweling skirt is clear of the concrete. If the pipe laying operation proceeds within one hour of the time of the last placement, no further steps need to be taken. However, if longer than one hour has elapsed, then a construction joint must be made as previously described. The end of the pipe shall be left rough and at the natural slope when the machine is moved forward.

All junctions of pipe shall be provided for at the time the cast-in-place pipe is placed.

Inside forms shall be removed from the pipe not sooner than 4 hours nor longer than 24 hours after placement of the concrete. Care shall be taken when removing forms to prevent damage to the pipe. The inside of the pipe shall be carefully inspected for imperfections in placement, and any required repairs or smoothing shall be made immediately to provide a uniform interior surface. No wash, mortar or concrete shall be applied to a surface not properly moistened or cleaned. Visible cracks shall be brushed with cement paste or chipped out and pointed up with cement mortar. Any cracks that appear to go through the shell shall be grooved and filled with mortar. All construction operations and methods for providing a watertight pipeline shall be the responsibility of the Contractor. Mortar shall consist of one part cement; two parts well graded sand passing 1/8-inch sieve. Wash shall consist of four parts cement, one part fire clay. The finished surface of the concrete pipe shall be substantially free of fractures, cracks and surface roughness.

7. CURING CONCRETE

Immediately after the concrete is placed the exposed surface of the concrete shall be cured by covering the top with a sheet of polyethylene film sealed with dirt along the edges. During the curing period following the placement of the concrete, the ends of the pipeline and all other openings into the pipeline shall be covered with canvas or other suitable material, except at locations where work is actually in progress. The inside surface of the pipeline shall not be cured.

8. MANHOLES AND BENDS

Manhole bases shall be hand formed on top of the pipe as soon as the pipe-placing machine has passed. Where required, the extra width for manholes shall be excavated ahead of the pipe placing operation. The base for the manhole shall be formed to receive a standard precast concrete barrel section and shall be shaped and smoothed so that the joint can be sealed water tight by use of “Ram Nek” or other approved joint sealing material.

Bends may be formed and cast in place or fabricated using precast reinforced concrete pipe (load D). Design and shop drawings shall be submitted to and approved by the Engineer before the bends are fabricated or cast.

9. MEASUREMENT

Measurement of manholes shall be as specified elsewhere in these specifications. Measurement of bends shall be as for other storm sewer pipe. The method of pipe measurement shall conform to that for other types of storm drainpipe in the section or storm drains in these specifications.

10. PAYMENT

Payment for cast-in-place non-reinforced pipe sewers, measured as prescribed above, will be made at the unit price bid per linear foot for the various sizes of “Pipe Sewers (Cast-in-Place)” complete in place. Payment for manholes shall be as specified elsewhere in these specifications.

Such payment shall be full compensation for furnishing all concrete materials, precast reinforced concrete pipe used in place of cast-in-place pipe, and for all other materials, tools, labor, equipment, and incidentals required to perform the applicable work prescribed herein.

When precast reinforced concrete pipe at the Contractor’s option is used in a line of cast-in-place pipe the additional excavation for the pipe will be subsidiary.

2.04 CENTRIFUGALLY CAST FIBERGLASS REINFORCED RESIN PIPE SEWERS

A. DIRECT BURY PIPES

1. GENERAL

All pipes, joints and fittings shall be manufactured in accordance with the requirements of the applicable standard given below except as noted herein:

Service	Standard
Non pressure Sanitary Sewer	ASTM D3262
Sewer Force Main and Effluent Lines	ASTM D3754

Pipes shall be centrifugally cast, fiberglass-reinforced polyester resin as manufactured by Hobas USA, Inc. or approved equal.

Minimum pipe stiffness when tested in accordance with ASTM D2412 shall be 46 psi.

2. MATERIALS

The manufacturer shall use only approved polyester resin systems for which he can provide a proven history of performance in these particular applications. The historical data shall have been acquired from a composite material of similar construction and composition as the proposed product.

The reinforcing glass fibers used to manufacture the components shall be of highest quality commercial grade of E-glass filaments with binder and sizing compatible with impregnating resins. Sand shall be minimum 98% silica with a maximum moisture content of 0.2%

3. DIMENSIONS

Pipe outside diameters shall be in accordance with AWWA Standard C151 and C950. For diameters larger than covered in those documents, OD's shall be as shown in Table 1.

TABLE I

*WP/s		0/46		50/46		100/46		150/46		200/46	
Nomin Pipe Sz. (in.)	Pipe OD (in.)	Min. wall (in.)	Wgt. (lb/ ft)	Min. Wall (in.)	Wgt. (lb/ ft)	Min. Wall (in.)	Wgt. (lb/ ft)	Min. Wall (in.)	Wgt. (lb/ ft)	Min. Wall (in.)	Wgt (lb/ ft.)
18	19.50	.42	20	.41	20	.40	19	.38	18	.37	18
20	21.60	.46	25	.45	24	.43	23	.42	22	.40	21
24	25.80	.54	35	.53	34	.51	33	.49	31	.47	30
30	32.00	.66	54	.65	53	.62	51	.60	49	.57	47
36	38.30	.78	77	.77	76	.74	73	.71	70	.68	67
42	44.50	.90	104	.88	101	.85	98	.82	94	.78	89
48	50.80	1.02	134	1.00	131	.96	126	.93	122	.88	115
54	57.10	1.14	169	1.12	166	1.08	160	1.04	155	.99	147
60	62.90	1.26	209	1.23	204	1.19	197	1.14	188	1.09	180
66	69.20	1.38	249	1.35	243	1.30	234	1.25	228		
72	75.40	1.50	298	1.47	292	1.41	280	1.36	270		
78	81.60	1.62	352	1.58	343	1.52	331	1.47	320		
84	88.00	1.74	409	1.70	399	1.64	385				
90	94.30	1.86	468	1.82	458	1.75	440				
96	100.6	1.98	531	1.94	520	1.87	501				

- **Maximum nominal working pressure in psi/pipe stiffness in psi**

Pipe shall be supplied in nominal lengths of 20 feet. Actual laying length shall be the nominal plus or minus 2 inches. At least 90% of the total footage of each size and class of pipe, excluding special order lengths, shall be furnished in nominal length sections.

4. **PRESSURE CLASS & TESTING FOR SEWER FORCE MAINS AND EFFLUENT LINES**

The pipe nominal pressure class (PN) shall be equal to or greater than the maximum sustained operating pressure of the line. The minimum pressure rating for non-pressure pipe shall be 15 psi.

The maximum transient (operating plus surge) pressure of the line shall not exceed the pipe nominal pressure class by more than 40%.

Pipe hoop tensile strength for pressure pipe shall be verified as specified in the applicable standard (D3754 or C950) or by random burst testing at the same sampling frequency. All pipes shall be capable of withstanding a test pressure of 2 times the maximum sustained operating pressure of the line without leaking or cracking. This performance shall be periodically verified at the factory for pressure pipe at least once per lot as defined in D3754, section 7.1.

A. JOINTS

Unless otherwise specified, the pipe shall be field connected with fiberglass sleeve couplings that utilize elastomeric sealing gaskets made of EPDM rubber compound as the sole means to maintain joint water tightness. The joints must meet the performance requirements of ASTM D4161.

B. FITTINGS

Flanges, elbows, reducers, tees, wyes, laterals and other fittings shall, when installed, be capable of withstanding all operating conditions. Acceptable configurations include contact molded or metered fiberglass or properly protected standard ductile iron.

Unbalanced thrust forces shall be restrained with thrust blocks or other approved suitable methods. Fiberglass tees, wyes, laterals, or other similar fittings shall be fully encased in reinforced concrete designed to withstand the pressure forces.

2.05 POLYETHYLENE SEWER PIPE

A. SCOPE

(1) This specification covers Polyethylene (PE) pipe with a corrugated outer wall and a smooth interior wall, for use with non-pressure sanitary sewer systems. The PVC fittings and joints are included in the specification.

B. MATERIAL AND MANUFACTURING

1. PIPE MATERIALS

The pipe shall be made from clean virgin Polyethylene compounds having a cell classification of 324420C as defined by ASTM D-3350.

2. FITTING MATERIALS

The fittings shall be made from clean virgin polyvinyl chloride (PVC) compounds having a cell classification of 12454B, 1245C or 13343C as defined by ASTM D-1784.

Pipe shall be manufactured by simultaneous extrusion of the corrugated and smooth walls with the smooth inner wall fused to the outer corrugated wall.

Fittings shall be molded or fabricated.

3. JOINING MATERIALS

a. Gaskets
b. Elastomeric gaskets shall meet the requirements of ASTM F-477.
c. Lubricants

The lubricants used for assembly shall have no detrimental effect on the gasket or the pipe, and shall be per published recommendations of the pipe manufacture.

4. MATERIAL CERTIFICATION

A manufacture's or an independent laboratory certification shall be furnished to the purchaser/engineer that the products were manufactured, sampled, tested, and inspected at the time of manufacture in accordance with this specification.

C. PIPE DIMENSIONS

Pipe dimensions shall meet the following requirements when tested in accordance with ASTM D-2122.

Nominal Size	Avg. O.D.	Avg. I.D.
4	4.790 (121.7)	4.00 (101.6)
6	6.930 (176.0)	6.00 (152.4)
8	9.145 (232.2)	8.00 (203.2)
10	11.405 (289.7)	10.00 (254.0)
12	14.450 (367.0)	12.00 (304.8)
15	17.530 (445.3)	15.00 (381.0)
18	21/150 (537.2)	18.00 (457.2)

D. INSTALLATION

1. Joint Tightness

Minimum joint performance shall show no leakage when tested in accordance with ASTM D-3212.

2. Supplier Assistance

A manufacturers representative of the above referenced pipe material shall be present at the beginning of the installation as required by the Design Engineer or Contractor and shall remain on site until released by the Design Engineer or Field Inspector/Engineer.

2.06 INLETS FOR STORM SEWERS

A. CURB TYPE INLETS

(1) Curb inlets shall be constructed at the locations and to the lines and grades or shown on the plans or as directed by the Engineer.

(2) Curb inlets shall be constructed of reinforced class “C” concrete in accordance with Section 1-B “Concrete Structures” and the plans and detail drawings.

(3) The curb section and the curb inlet shall conform to the curb and gutter section in which it is placed in so far as it is possible.

B. GRATE TYPE INLETS

(1) Grate inlets shall be constructed at the locations and the lines and grades as shown on the plans or as directed by the Engineer.

(2) Concrete boxes for grate inlets shall be constructed of reinforced Class “C” concrete in accordance with Section 1-B “concrete Structures” and the plans and detail drawings.

(3) Grates shall be constructed of ASTM A-48 gray iron having minimum tensile strength of 35,000 psi or ductile iron having a minimum tensile strength of 60,000 psi and a yield strength of 40,000 psi.

The size, style, shape, type, weight and class shall be as shown on the plans.

Grate frames shall be as manufactured for the grate by the grate fabricator. If more than one type or style or frame is available, the type and/or style shall be as indicated on the plans.

C. COMBINATION INLETS

(1) Combination curb and grate inlets shall be constructed at the locations and to the lines and grades as shown on the plans or as directed by the Engineer.

(2) Combination inlets shall be constructed in accordance with the applicable requirements for “Curb type inlets” and “Grate type inlets” above.

D. INLET LEADS

(1) Inlet leads may be PVC pipe or CSP as shown on the plans and called for in the bid proposal.

(2) Inlet leads shall be constructed in accordance with the specifications for type of material used and the plans and detail drawings.

(3) Where two or more leads are joined together to form a single lead to the storm sewer they shall be joined at a cleanout unless shown otherwise on the plans.

(4) Inlet leads shall be connected to the storm sewer at a manhole. The leads shall enter the manhole at a point that will match the .8 points of the two pipes as near as practical.

E. CLEANOUT FOR STORM SEWER INLET LEADS

Cleanouts at the juncture of inlet leads shall be constructed in accordance with the dimensions and requirements shown on the plans and detail drawings.

F. CORRUGATED STEEL SLOTTED DRAINS

(1) Corrugated steel slotted drains shall be as specified in section 2.02-3 of these specifications and shall be furnished in the lengths and diameters as shown on the drawings and in the bid proposal.

(2) Corrugated steel slotted drains are approved for nuisance water inlets only and are sized to allow for considerable clogging before they will cease to function in this capacity.

2.07 MANHOLES

1. GENERAL

A. **CONCRETE MANHOLES ARE NOT TO BE USED FOR SANITARY SEWERS AFTER DECEMBER 31, 2002. FIBERGLASS MANHOLES ARE TO BE USED FOR ALL SANITARY SEWERS**. Concrete manholes can be used for storm water sewers.

All manholes furnished for this project shall be precast unless noted otherwise on the plans and or bid proposal.

Precast manholes shall conform to the requirements of ASTM Specification C-478 with the modifications given in this article.

Concrete used for precast manholes shall have a minimum 28-day compressive strength of 4,000 psi and shall have a minimum cement content of 7 sacks per cubic yards.

All manhole sections shall be furnished with tongue and groove type joints suitable for sealing water tight with rubber or bituminous joint sealer or gaskets.

B. When cast in place components for manholes are called for on the plans the concrete used shall have a minimum 28 day compressive strength of 4,000 psi and a minimum cement content of 7 sacks per cubic yard and shall conform to the requirements of ASTM Specification C-478 with wall thickness as shown on the plans and detail drawings.

Aggregate for the concrete shall meet the sodium sulfate and magnesium sulfate test as required in ASTM Specification C-33.

C. Mortar for filling and shaping the inverts in precast manhole bases and for mortaring precast grade rings and cast iron rings and covers shall consist of one part Portland cement ASTM C150 Type 1 to 3 parts washed sand mixed with just enough water to make a workable mix.

D. Manholes for corrugated steel pipe may be precast concrete or corrugated steel as described in Article 2.02. The type and material shall be as shown on the plans and called for on the bid proposal.

2. PRECAST MANHOLES

A. Manhole base sections shall be cast with an integral floor and shall be constructed in accordance with the details shown on the plans.

B. Manhole riser sections shall be constructed in accordance with the plans and details and these specifications. When pipe openings are required in manhole riser sections they shall be of the same type and meet the same requirements as the pipe openings in the precast bases.

Manhole riser sections for each manhole shall be furnished in the proper combination of lengths to construct the manhole in conjunction with the other components to the finished grade shown on the plans.

C Eccentric cone sections shall be constructed in the same manner as other components except the top of the cone will have a flat surface to accommodate the manhole ring and cover or grade adjusting rings instead of a tongue or groove.

Generally openings will not be required in the wall of the cone section of the manhole.

D. Manhole grade rings shall comply with all the requirements for manhole riser sections except they shall be cast smooth both sides without tongues and/or grooves.

Manhole grade rings shall be sized to fit the smooth small end of the cone section and shall be cast in heights of 2", 4" or 6".

E. Joint seals for precast concrete manholes shall be a bitumastic sealer such as Ram-Nek or approved equal, a soft rubber sealer such as Butyl-Lok or approved equal or an approved "O" ring gasket or a combination of the above if required to achieve a water tight joint.

F. All water tight Storm Sewer Manholes constructed on this project shall have Neenah R-1755-C watertight manhole rings and covers or approved equal.

No separate payment will be made for the protective plastic manhole linings or for the water tight manhole rings and covers but the cost of these items shall be included in the price bid for water tight Storm Sewer Manholes.

In addition to the markings required by ASTM Specification C-478, all components of each manhole shall be, marked with location identifying information such as manhole number or line number and station value where manhole is to be installed. If the manhole has openings for installation of branch lines above the base section, each manhole section shall be clearly marked with the sequence of installation to assure the branch opening will be at the correct elevation.

3. FIBERGLASS MANHOLES

A. SCOPE

Fiberglass reinforced polyester manholes shall be manufactured from commercial grade polyester resin or other suitable polyester or vinyl resins, with fiberglass reinforcements and in accordance with the latest edition of ASTM D 3 753 (Standard Specification for Glass-Fiber Reinforced Polyester Manholes). Fiberglass manholes shall be used with fiberglass or plastic sewer pipe.

B. MATERIALS

1. **Resin:** The resins used shall be a commercial grade unsaturated polyester resin.

2. **Reinforcing Materials**: The reinforcing materials shall be commercial Grade "E" type glass in the form of mat, continuous roving, chopped roving, roving fabric, or a combination of the above, having a coupling agent that will provide a suitable bond with the resin and leave a resin rich surface.

3. **Surfacing Materials**: If reinforcing materials are used on the surface exposed to the contained substance, they shall be a commercial grade chemical-resistant glass organic surfacing mat having a coupling agent that will provide a suitable bond with the resin and leave a resin rich surface.

4. **Fillers and Additives**: Fillers, when used, shall be inert to the environment and wet well construction. Additives, such as thixotropic agents, catalysts, promoters, etc., may be added as required by the specific manufacturing process to be used. The resulting reinforced plastic material must meet the requirement of this specification.

C. FABRICATION

1. **Exterior Surface**: The exterior surface shall be relatively smooth with no sharp projections. Handwork finish is acceptable if enough resin is present to eliminate fiber show. The exterior surface shall be free of blisters larger than ½ inch in diameter, de-lamination and fiber show.

2. **Interior Surface**: The interior surface shall be resin rich with no exposed fibers. The surface shall be free of crazing, de-lamination, blisters larger than ½ inch in diameter, and wrinkles of 1/8 inch or greater in depth. Surface pits shall be permitted up to 6 per square foot if they are less than ¾ inch in diameter and less than 1/16 inch deep.

3. **Defects not permitted**:

Exposed fibers: glass fibers not wet out with resin.
Resin runs: runs of resin and sand on the surface
Dry areas: areas with glass not wet out with resin.
De-lamination: separation in the laminate.
Blisters: light colored areas larger than ½ inch in diameter.
Crazing: cracks caused by sharp objects
Pits or Voids: air pockets.
Wrinkles: smooth irregularities in the surface.
Sharp projection: fiber or resin projection necessitation gloves for handling.

D. PHYSICAL REQUIREMENTS

1. **Load Rating**: The complete manholes shall have a minimum dynamic-load rating of 16,000 ft-lbs. when tested in accordance with this standard. In order to establish this rating, the complete manhole shall not leak, crack, or suffer other damage when load

tested to 40,000 ft-lbs. and shall not deflect vertically downward more than ¼ inch at the point of load application when loaded to 24,000 lbs.

2. **Stiffness**: The manhole cylinder shall have a minimum pipe stiffness value as shown below when tested in accordance with A.S.T.M. 3753 8.5 (note 1)

Depth Ft.	F/dy.psi
3 – 6.5	0.75
7 – 12.5	1.26
13 – 20.5	2.01
21 – 25.5	3.02
26 – 35	5.24

3. **Soundness:** In order to determine soundness, apply an air or water pressure test to the manhole test sample. Test pressure shall not be less than 3 psig or greater than 5 psig. While holding at the established pressure, inspect the entire manhole for leaks. Any leakage through the laminate is cause for failure of the test. Refer to A.S.T.M. 3753 8.6.

4. **Chemical Resistance**: The fiberglass manhole and all related components shall be fabricated from corrosion proof material suitable for atmospheres containing hydrogen sulfide and dilute sulfuric acid as well as other gases associated with the wastewater collection.

5. **Physical Properties**:

	Hoop Direction	Axial Direction
a. Tensile Strength (pi)	18,000	5,000
b. Tensile Modulus (pi)	0.6×10^6	0.7×10^6
c. Flexural Strength (psi)	26,000	4,500
d. Flexural Modulus (psi)	1.4×10^6	0.7×10^6
e. Compressive (psi)	18,000	10,000

6. **Minimum Wall Thickness**: Shall be 0.48” nominal at all depths of the manholes.

E. TEST METHODS: All tests shall be performed as specified in A.S.T.M 3753 latest edition, section 8. Test method D-790 (see note 5) and test method D-695.

F. QUALITY CONTROL: Each completed manhole shall be examined for dimensional requirements, hardness, and workmanship. All required A.S.T.M 3753 testing shall be completed and records of all testing shall be kept and copies of test records shall be presented to customer upon formal written request within a reasonable time period.

G. CERTIFICATIONS: As a basis of acceptance the manufacturer shall provide a independent certification which consist of a copy of the manufacturer’s test report and accompanied by a copy of the test results that the manhole has been sampled, tested,

and inspected in accordance with the provisions of this specification and meets all requirements.

H. SHIPPING AND HANDLING: Do not drop or impact the fiberglass manhole. Fiberglass manhole may be lifted by inserting a 4" x 4" x 30" timber into the top of manhole with cable attached or by a sling or "choker" connection around center of manhole, lift as required. Use of chains or cables in contact with the manhole surface is prohibited.

I. CONCRETE:

1. **Fiberglass Bottom**: Manholes may have fiberglass bottoms that are a minimum of 6" below the OD of the pipe invert when concrete is used to form the invert. Manufactured fiberglass inverts and bench areas are allowed, or concrete may be used to form bench area and invert. Concrete is to be used on top of anti-flotation ring and around the reducer section as required for buoyancy.

2. **Concrete Bottom**: Lower manhole into wet concrete until it rests at the proper elevation, with a minimum of 4 inches of fiberglass manhole inserted into the wet concrete below flow line, then move manhole to plumb. The concrete shall extend a minimum of one foot from the outside wall of the manhole and a minimum of 6 inches above incoming lines. On the inside concrete shall form the bench and invert area and rise a minimum of 4 inches above incoming lines. If required by Engineer concrete may be used around reducer section for buoyancy control.

BACKFILL:

1. **Backfill Material**: Unless shown otherwise on drawings and approved by the Engineer, sand, crushed stone, or crushed gravel shall be used for backfill around the manhole for a minimum distance of one foot from the outside surface and extending from the bottom of the excavation to the top of the reducer section. Suitable material chosen from the excavation may be used for the remainder of the backfill. The material chosen shall be free of large lumps or clods, which will not readily break down under compaction. This material will be subject to approval by Engineer.

2. **Backfill Procedure**: Backfill shall be placed in layers of not more than 12 loose measure inches and mechanically tamped to 95% Modified Proctor Density, unless otherwise approved by Engineer. Backfill shall be placed in such a manner as to prevent any wedging action against the fiberglass manhole structure.

K. MARKING and IDENTIFICATION: Each manhole shall be marked on the inside and outside with the following information:

Manufacturer's name or trademark
Manufacturer's factory location
Manufacturer's serial number
Total length

4. MANHOLE RINGS AND COVERS

A. Manhole rings and covers furnished for this project shall be pattern No. 300-24 as produced by Western Iron Works, Inc., 21 E. 6th St., San Angelo, Texas 76903-5493 or Bass and Hays Foundry, Inc., 238 South Bagdad Rd., Grand Prairie, Texas 75050, or approved equal.

B. WATER TIGHT MANHOLE COVERS

(1) Water tight manhole rings and covers furnished for this project shall be number R-1755-C as manufactured by Neenah Foundry Company, P.O. Box 729, Neenah, Wisconsin 54957, or approved equal.

(2) When watertight replacement sanitary sewer manhole rings and covers are called for on the plans and in the bid proposal they shall be Neenah Foundry Co. No. R-1755-C or approved equal.

No separate payment will be made for adjusting to grade of the replacement watertight manhole rings and covers. The contractor shall schedule this work to coincide with other manhole and water valve adjustments and any costs that might be involved shall be included in the price bid for replacement water tight manhole rings and covers.

(3) Manhole vents shall be used in conjunction with watertight rings and covers spaced every third manhole or as indicated on the plans. Vents shall be constructed as indicated on City design and construction standards.

C. Pressure type manhole rings and covers may be required for certain storm sewer applications. When pressure type manhole rings and covers are called for on the plans and/or bid schedule they shall be Western Iron Works Pattern #380-24P or approved equal. The manhole cover shall be sealed with an “O” ring gasket in a ring groove and shall be secured to the ring by six (6) five-eighths inch (5/8”) stainless steel bolts. The ring shall have six (6) one and one quarter inch (1-1/4”) bolt holes in the flanges for securing the ring to the concrete slab top on the manhole.

D. All manhole covers except grate type shall have two blind pick holes or pick bar cast into them. The blind pick holes or pick bars shall be placed on opposite sides of the cover.

E. All manhole covers except grate type shall have cast into their tops in letters 2 inches high minimum one of the following:

CITY OF MIDLAND
SANITARY SEWER
OR
CITY OF MIDLAND
STORM DRAIN

which ever is applicable.

2.08 GRANULAR MATERIALS

A. GRANULAR MATERIAL GRADATION CLASSIFICATIONS:

Granular materials furnished for foundation, bedding, encasement, backfill, or other purposes as may be specified, shall consist of any natural or synthetic mineral aggregate such as sharp grained sand, crushed gravel, crushed rock, crushed stone, or slag, and shall conform to the following specifications and/or gradation.

Note all materials used for these purposes shall be crushed and shall have at least two broken faces. Pea gravel will NOT be allowed.

	Foundation	Bedding	Encasement	Backfill
ASTM C33 Grade #57	x			
ASTM C33 Grade #67	x			
ASTM C33 Grade #8		x	x	
THD 1982 Item 302 Type D Grade 4		x	x	
THD 1982 Item 302 Type D Grade 5			x	
Crusher fines**			*x	x

*100 percent of crusher fines that are to be used within 12 inches of the top of pipe must pass the ¾" sieve.

** Approximate Gradation for Crusher Fines.

Sieve Size	% Passing
2 inch	100
# 4	35 - 100
# 10	20 - 100
# 40	5 - 35
#200	4 - 10

Crushed stone material proposed as an alternate for use on this project and not meeting the above specifications must be approved in writing at least 48 hours prior to the time scheduled for opening bids.

B. GRANULAR MATERIAL USE DESIGNATIONS:

Granular materials provided for Foundation, Bedding, Encasement, or Backfill use as required by the contract, either as part of the pipe item work unit or as a separate contract item, shall be classified as to use in accordance with the following:

MATERIAL USE DESIGNATION	ZONE DESIGNATION
Granular Foundation	Placed below the bottom of pipe grade as replacement for unsuitable or unstable soils, to achieve better foundation support.
Granular Bedding	Placed below the midpoint of the pipe prior to pipe installation, to facilitate proper shaping and achieve uniform pipe support. Also for Class B bedding where specified.
Granular Encasement	Placed below an elevation one half foot (6") above the top of pipe, after pipe installation, for protection of the pipe and to assure proper filling of voids and thorough consolidation of backfill.

In each case above, unless otherwise indicated, the lower limits of any particular zone shall be the top surface of the next lower course as constructed. The upper limits of each zone are established to define variable needs for material gradation and compaction or void content, taking into consideration the sequence of construction and other conditions. The material use and zone designations described above shall only serve to fulfill the objectives and shall not be construed to restrict the use of any particular material in other zones where the gradation requirements are met.

PART 3 – EXECUTION

3.01 LOCATION OF WORK

A. The work will be located as shown on the plans.

B. It may be necessary for the Engineer to shift lines as reasonable amount to avoid an obstruction to the construction or to reduce right of way difficulties. The Contractor will not be allowed any additional compensation due to shift of lines. Additional compensation will be allowed only for lengthening of lines.

3.02 PROTECTION OF SURFACE STRUCTURES

A. All surface structures and features located outside the permissible excavation limits for underground installations, together with those within the construction areas which are indicated in the Plans as being saved, shall be properly protected against damage and shall not be disturbed or removed without approval by the Engineer.

B. Obstructions such as street signs, guard posts, mail boxes and other items of prefabricated construction may be temporarily removed during construction provided that essential service is maintained in a relocated setting as

approved by the Engineer and that non-essential items are properly stored for the duration of construction. Upon completion of the underground work, all such items shall be replaced in their proper setting. This removal, relocation and replacement shall be at the sole expense of the Contractor.

In the event of damage to any surface structures or improvements, either privately or publicly owned, in the absence of construction necessity, the Contractor will be required to replace or repair the damaged property to the satisfaction of the Engineer and without cost to the Owner.

3.03 INTERFERENCE OF UNDERGROUND STRUCTURES

A. When any underground structure interferes with the planned placement of the pipeline or appurtenances to such an extent that alterations in the work are necessary to eliminate the conflict or avoid endangering effects on either the existing or proposed facilities, the Contractor shall immediately notify the Engineer and the Owner of the affected structure. When any existing facilities are endangered by the Contractor's operations, he shall cease his operations at the site and take such precautions as may be necessary to protect the in place structures until a decision is made as to how the conflict will be resolved.

B. Without specific authorization from the Engineer, no essential utility service shall be disrupted, nor shall any change be made in either the existing structures or the planned installations to overcome the interference. Alterations in existing facilities will be allowed only to the extent that service will not be curtailed unavoidably and then only when the encroachment or relocation will satisfy all applicable regulations and conditions.

C. Wherever alterations are required as a result of unforeseen underground interference not due to any fault or negligence of the Contractor, the Engineer will issue a written order covering any additional or extra work involved and specifying the revised basis of payment, if any. Any alterations made strictly for the convenience of the Contractor shall be subject to prior approval and shall be at the Contractor's expense.

D. No extra compensation will be allowed for delays caused by the interference of underground structures.

3.04 SEPARATION BETWEEN SANITARY SEWERS AND WATER MAINS

A. Sanitary sewers and service lines shall be installed so that the separation between the sewer and water mains is not less than 9 feet in all directions. The 9 feet shall be measured between the nearest outside edges of the pipe.

B. When the required 9 foot minimum separation cannot be maintained and a sanitary sewer must be constructed parallel to a water main, the sanitary sewer shall be constructed of ductile iron or PVC pipe meeting AWWA specification or having NSF approval for potable water pipe, with a pressure rating of 100 psi for both the pipe and the joint. The sanitary sewer line shall

be installed in a separate trench and may be placed no closer than 2 feet vertically and 4 feet horizontally from the water main, with the separation being measured from the nearest outside walls of the pipes. The sanitary sewer shall be constructed lower than the water main.

C. When a sanitary sewer must cross a water main and the 9 feet required separation cannot be maintained, the sanitary sewer may be constructed with a minimum clear separation between the outside diameters of the two pipes of 6 inches if that part of the sanitary sewer within 9 feet of the water main is constructed of ductile iron pipe or PVC pipe meeting AWWA specifications, having a 150 psi pressure rating and equipped with pressure type joints. One length of the sewer pipe must be centered on the water main and where possible, the sanitary sewer should pass under the water line.

D. When the 9 foot required separation cannot be maintained and a sanitary sewer force main must be constructed parallel to a water main, the sanitary sewer force main shall be constructed of ductile iron or PVC pipe meeting AWWA specifications and having a pressure rating of 150 psi and equipped with pressure type joints. The force main must be constructed with a minimum vertical separation of 2 feet and a minimum horizontal separation of 4 feet measured between the outside diameters of the pipes. The force main must be constructed lower than water main.

Table I showing separation of water and sewer lines and construction materials allowed:

TABLE 1
SEPARATION OF WATER AND SEWER LINES

Condition	Location	Material		Separation (Min.)		Comments
		Water	Sewer	Vert.	Horiz.	
NEW WATER AND NEW SEWER SYSTEM						
New Water & New Sewer Gravity Sanitary Sewer Parallel to Water Main	Water above Sewer	Std.	CI DI PVC 150 PSI	2’	4’	Separate Trenches
Gravity Sanitary Sewer Crossing Water Main	Water above Sewer or Sewer above Water	Std	CI DI PVC. 150 PSI	6”	NA	Center one joint of sewer pipe on water main
Gravity Sewer Crossing Water Main	Water above Sewer	Std	ABS, Clay Conc. composite	2’	NA	Cement stabilize sand initial backfill zone each side of crossing. Center of sewer for 9 ft one joint of sewer pipe on water Main
NEW WATER AND EXISTING SANITARY SEWER						
New Water Parallel Existing Sewer	Water above Sewer	Std.	Clay, Conc. ABS CI DI PVC	2’	4’	If sewer shows no sign of leakage, then leave sewer alone. If Sewer shows signs of leakage, then repair or replace.
New Water Crossing Existing Sewer	Water above Sewer	Std	Clay, ABS Conc. composite	2”	NA	If sewer shows no sign of leakage, then leave sewer alone if sewer shows signs of leakage then repair or replace.
New Water Crossing Existing Sewer	Sewer above Water	Std	Clay, ABS Conc. composite	2’	NA	Replace existing sewer with one joint CI,DI,PVC-150 Centering over waterline
New Water Parallel to Existing Sewer	Sewer above Water	Std	Clay, ABS Conc. composite	2’	4’	Replace existing sewer with CI, DI, PVC – 150 PSI or Cement Stabilized sand back- fill initial Backfill none of sewer where parallel closer than 9 ft., or Encase the water in 150 PSI Pipe two nominal sizes larger.

EXISTING WATER AND NEW SANITARY SEWER						
New Sewer parallel Existing Water	Water above Sewer Or Sewer above Water	Std	CI DI PVC 150 PSI	2'	4'	Separate trenches
New Sewer crossing Existing Water	Water above Sewer or Sewer above water	Std	CI DI PVC 150 PSI	6"	NA	Center one joint of sewer pipe on water main.
New Sewer crossing Existing Water	Water Above Sewer	Std	Clay, ABS Conc. composite	2'	NA	Cement Stabilize sand initial backfill zone of sewer for 9 ft each side of crossing. Center one joint of sewer pipe on water main.

3.05 EXCAVATION

A. Excavation of every description and of whatever materials encountered shall be made to the alignment and depth shown on the plans or as directed by the Engineer. Excavation shall be made by open cut. Sides of trenches shall be kept as nearly vertical as possible and the trench shall be so braced, sheeted and drained that workmen may work safely and efficiently therein. The trenches shall be sufficiently straight between designated angle points to permit the pipe to be laid true to line in the approximate center of the trench.

B. The trench width may vary with and depend upon the depth of trench, the diameter of pipe to be laid and the nature of the material to be excavated; but in any case shall be of ample width to permit the pipe to be laid and jointed properly and the backfill to be placed and compacted properly. The minimum width of unsheeted trench shall be 18 inches. The maximum clear width of trench at the top of the pipe shall be not more than two (2) feet greater than the outside diameter of the pipe for pipes up to 33" diameter except by consent of the Engineer. Whenever, for any reason, the maximum trench width is exceeded, the Contractor shall provide, at his own expense, pipe of higher class and/or bedding adequate to sustain the increased soil load as calculated by the Engineer.

C. Trenches shall be undercut to provide for the class bedding specified and/or shown on the plans. Bell holes shall be excavated to insure the pipe resting for its entire length upon the bedding material. Where trenches are under-cut beyond the depth required for bedding the trench shall be brought to grade by using crushed aggregate as specified for foundation herein. The use of loose native soil will NOT be permitted for this purpose.

D. No pipe shall be laid in water. Where the ground water table is at or above trench bottom, the Contractor shall de-water the trench to permit the pipe to be laid on a solid foundation.

   Costs for de-watering by whatever method selected shall be considered incidental to the price bid per foot of pipe.

   The Contractor shall discharge pumps to the natural drainage channels, or if permitted, to other sewer or drains.

Where sewer pipelines are located in or across streambeds or drainage ditches, the Contractor shall divert the stream flow and de-water each section as the work progresses.

E. Temporary support, adequate protection and maintenance of all underground and surface utility structures, drains, sewers, and other obstructions encountered in the progress of the work shall be furnished by the Contractor at his own expense under the direction of the Engineer.

F. Whenever wet, soft or unstable soil, incapable of properly supporting the pipe, manholes or other structure is encountered in the trench, a further depth and/or width shall be excavated and refilled to trench bottom grade with gravel or other approved suitable material thoroughly compacted to assure a firm foundation for the pipe.

G. Rock, boulders and large stones shall be removed to provide a clearance of at least six (6) inches below the outside barrel of the pipes, valves, or fittings and to a clear width of six (6) inches on each side of all pipe and appurtenances for pipe 15 inches in diameter or less, and a clear width of nine (9) inches on each side of all pipe and appurtenances for pipe larger than 15 inches in diameter. Adequate clearance for properly joining pipe laid in rock trenches shall be provided at bell holes. The space between the rock at the bottom of the trench and the bottom of the pipe barrel shall be filled with compacted bedding material.

H. The Engineer shall be notified of any need for blasting to remove materials which cannot be broken up mechanically, and there shall be no blasting operations conducted until the Engineer's approval has been secured. Blasting operations will be allowed only when proper precautions are taken to protect life and property, and then shall be restricted as the Engineer directs. The Contractor shall assume full responsibility for any damage caused by blasting, regardless of the requirements for notification and approval. The Contractor shall secure any required permits for blasting and shall conduct blasting operations in conformance with all applicable State and local laws, regulations and ordinances.

I. In the event the Contractor desires to employ tunneling in locations other than as shown on the Plans in order to avoid replacement of sidewalks, etc., he shall do so only upon receipt of specific permission from the Engineer. Tunneling of this nature shall be considered incidental.

J. Excavated materials will be classified for reuse as being either suitable or unsuitable for backfill or other specified use.

3.06 SPECIAL SAFETY PROVISIONS

1. TRENCH SAFETY SYSTEMS

A. DESCRIPTION

This item shall govern for the Trench Safety Systems required for the construction of all trench excavation to be utilized in the project and including all additional excavation and backfill necessitated by the safety system. A trench shall be defined as a narrow excavation (in relation to its length) made below the surface of the ground. In general, the depth is greater than the width, but the width of a trench (measured at the bottom) is not greater than 15 feet. The depth is five feet or more. Trench Safety Systems include but are not limited to sloping, sheeting, trench boxes or trench shields, sheet piling, cribbing, bracing, shoring, de-watering or diversion of water to provide adequate drainage.

B. CONSTRUCTION METHODS

Trench safety systems shall be accomplished in accordance with the detailed specifications set out in the provisions of Excavation, Trench, and Shoring, Federal Occupational Safety and Health Administration (OSHA) Standards, 29CFR, Part 1926, Subpart P, as amended, including Proposed Rules published in the Federal Register (Vol. 52, No. 72) on Tuesday, October 31, 1989. The sections that are incorporated into these specifications by reference include Sections 1926-650 through 1926-652. Legislation that has been enacted by the Texas Legislature, being Tex. Rev. Civ. Stat. Ann. Arts. 1015q, 2368a.6 (Vernon Supp. 1988) with regard to Trench Safety Systems, is hereby incorporated, by reference into these specifications.

A reproduction of the OSHA Publication 2226 is attached for the convenience of the Contractor. The City assumes no responsibility for the accuracy of the reproduction or that it reflects current law. The Contractor is responsible for obtaining a copy of this section of the Federal Register for his use.

If the contractor elects to use a trench protective system that, in the Proposed Rules, requires “Design by a qualified person or a qualified engineer,” [For example see 1926.652 (b) (3) and 1926.652 (c) (4)], a “qualified person or qualified engineer” shall be a Professional Engineer registered in the State of Texas. The Contractor is responsible for obtaining boring and soil analysis as required for the planned design. The trench excavation is to be designed in conformance with OSHA standards and regulations.

C. TRENCH SAFETY PROGRAM

The Contractor shall submit a safety program specifically for the construction of trench excavation. The trench safety program shall be in accordance with OSHA standards governing the presence and activities of individuals working in and around trench excavation.

D. INSPECTION

The Contractor shall make daily inspections of the Trench Safety Systems to ensure that the systems meet OSHA requirements. Daily inspection is to be made by a "competent person" provided by the Contractor. If evidence of possible cave-ins, or slides, is apparent, all work in the trench shall cease until the necessary precautions have been taken by the Contractor to safeguard personnel entering the trench. It is the sole duty, responsibility and prerogative of the Contractor, not the owner or the Engineer, to determine the specific applicability of the designed trench safety systems to each field condition encountered on the project. The Contractor shall maintain a permanent record of daily inspections.

2. SAFETY RESTRICTIONS - work near high voltage lines

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

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

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

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

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

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

3.07 PIPE LAYING

A. All gravity pipe shall be laid using approved grade boards, furnished and set by the Contractor at no additional cost to the Owner, according to the grade stakes established by the Engineer. The maximum spacing of grade boards shall be fifty (50) feet. No sewer shall be laid unless there is a minimum of three grade boards set to check the proper grade and alignment ahead. The Contractor shall provide and use a suitable grade rod to insure the proper grade of the pipe.

B. The Contractor may use the laser beam method of setting a line and grade for the sewer by using the laser beam coaxially through the center of the sewer being laid. The laser beam projector is to be rigidly mounted to its support platforms, with a two-point suspension, or equivalent, assuring that all ground and equipment vibrations are kept to an absolute minimum. The Contractor shall furnish all equipment including equipment necessary to control atmospheric conditions in the pipe to keep line and grade to acceptable standards of accuracy. Competent experienced people who have been properly trained to operate the equipment used must operate the laser beam system.

C. The Contractor shall stake check pegs at all manholes throughout the job. Check pegs midway between manholes and any other checkpoints deemed necessary to assure accuracy of the equipment shall be provided by the contractor.

D. Each piece of pipe and special fitting shall be carefully inspected before it is placed and no defective pipe shall be laid in the trench. Pipe laying shall proceed upgrade, starting at the lower end of the grade and with the bells uphill. No pipe shall be laid except in the presence of an inspector representing the Engineer. Any pipe laid except in the presence of an inspector representing the Engineer shall be subject, at the contractor's expense, to a television camera inspection and survey by the city. Trench bottoms found to be unsuitable for foundations after pipe laying operations have started shall be corrected and brought to exact line and grade with approved compacted granular material as specified for foundation in Item 2.07 A. of these specifications.

E. Pipe laying shall proceed up-grade with spigot or tongue ends pointing in the direction of flow. The spigot shall be centered in the bell, and pipe shoved into position, and brought into true alignment. It shall be secured there with bedding material carefully tamped under and on each side of it, excepting at bell holes. Care shall be taken to prevent dirt from entering the joint space.

F. Any defective or damaged pipe discovered after the line is laid or any gravity pipe, which has had its grade or joint, disturbed after laying shall be removed and replaced or relayed. The section of line in which such damaged or displaced section is discovered shall be retested after corrections are made.

G. Where excavation for buildings or other portions of the work have been carried below the line and grades of the pipe, thorough tamping of approved crushed stone backfill and the use of adequate bracing and blocking under the pipe will be required to insure against settling and shearing of the pipe. In areas where noted on plans, Portland cement stabilized material or concrete shall be used for backfill to provide adequate bracing for pipe and protection of structures.

H. All manhole connections for PVC or other Polymer based pipe shall be made using "A Lok Gaskets" or "Kor-N-Seal" boots or other approved water stop devices. Only Portland cement grout that expands upon curing or approved non-shrink grout will be incorporated into any manhole connection.

I. Connections to manholes for other types of pipe shall be in accord with the pipe manufacturers specifications and other applicable requirements of these specifications. The resulting joint shall meet the leakage test requirements of these specifications.

J. The exposed end of all pipes shall be fully protected with a stopper or bulkhead at the end of each day's work to prevent earth, debris, small animals, or other substances from entering the pipe. The interior of the sewer shall be carefully freed from all dirt, jointing compound, or superfluous material of every description as the work progresses.

3.08 CONNECTION AND ASSEMBLY OF JOINTS

1. JOINING PVC OR OTHER POLYMER BASED PIPE

A. The type of joint and the material to be used shall be as shown on the plans or specified herein. Factory cast compression joints shall be free of dirt and lubricated before inserting the barrel into the bell. After the spigot is centered in the bell, the pipe shall be shoved home solidly by using a wood block and bar. The Contractor shall keep the ends of the pipe closed to prevent dirt and other material from entering the pipe during placement. All joints must be water tight, and any leaks or defects discovered must be repaired immediately. Any pipe, which has been disturbed after being laid, must be taken up, the joint cleaned and properly relayed as directed by the Engineer.

Lubricant used shall be as recommended by the pipe manufacturer.

B. Field-cut pipe must be beveled for insertion into the gasketed bell or coupling. Bevels can be made with a hand or power tool. Bevels shall be made to pipe manufacturer's specifications. If pipe manufacturers specifications are not available the bevel may be made at 15 degrees to the longitudinal axis of the pipe through one half (l/2) the wall thickness.

C. After pipe has been cut and beveled, a new full insertion mark located as recommended by the pipe manufacture shall be made using a felt tip pen. The contractor may determine the location of the insertion mark by measuring the mark location on a factory marked joint of pipe if manufacturer's specifications are not available.

2. JOINTING CORRUGATED STEEL PIPE

A. Gaskets for corrugated steel pipe shall be "O" Ring or sleeve types. Sleeve gasket shall be carefully placed on one joint of pipe. When the pipe is aligned and brought end to end the gasket shall be carefully centered over the joint between the ends of the pipe. "O" ring gasket shall be installed in accordance with the manufacturer's recommendation.

B. When "O" ring gaskets are furnished a flat gasket shall be furnished and placed between the overlapping portions of the band. The gasket shall extend the full width of the band and shall be of sufficient depth to assure a watertight joint.

C. The coupling band shall be carefully centered over the joints and tightened to the pipe manufacturer specifications. Care shall be taken during the tightening process to assure a snug uniform fit for the entire circumference of the pipe.

3. PROTECTING AND COVERING JOINTS

A. The contractor shall keep the ends of the pipe closed during the time of construction to prevent the entry of dirt, debris, small animals and other foreign objects.

B. Joints shall not be covered until approved by Engineer or his representative. Connections, which are for future use, shall be properly capped.

3.09 CONNECTIONS TO EXISTING STRUCTURES

A. Where shown on the plans, the contractor shall connect the new sewer to existing manholes. If no stub out is present in the existing manhole for such connection, the contractor shall construct such connection by making a hole in the side of the existing manhole using a coring machine or other approved method and installing a “KOR N Seal” boot as manufactured by N.P.C. Systems, Inc. or other approved water tight manhole connector.

The contractor shall use caution in constructing the connection to the existing manhole. Damage to the manhole that, in the opinion of the Engineer, would impair the use and/or function of the manhole shall be just cause to require the contractor to reconstruct the manhole at contractor’s expense. Such damage shall include but not be limited to cracking of the manhole riser section, spalling around the connection significantly reducing manhole wall thickness or excessive oversize in the opening for the new connection requiring any filler other than the manhole connector and/or non-shrink grout specified.

The contractor shall make such changes in the invert of the manhole as may be necessary to provide a smooth flow of the water through the manhole. Any connection to existing structures required in the Plans shall be accomplished by the Contractor and shall be incidental item with no direct compensation being made unless listed as a pay item in the bid proposal.

B. If the work consists of the construction of a sewer that is to replace an existing sewer, all of the existing service lines shall be kept in operation and connected to the new line.

C. Connections shall be made to all existing sewer lines in the vicinity of the work by removing a section of the sewer for the existing line and inserting in the space a tee branch of proper size, or by the construction of a manhole, regulator chamber of other structure as shown on the Drawings.

D. Connections to building services shall be made in a neat and workman like manner. Clean out plugs shall be installed wherever feasible, by making the connections with a standard wye or tee-wye. When clean out plugs are installed they should be located as near the right of way line as practical.

3.10 BACKFILL OPERATIONS

1. GENERAL

A. All pipeline excavations shall be backfilled in a manner that will restore pre-existing conditions as the minimum requirement and fulfill all supplementary requirements indicated in the Plans and Specifications. The backfilling operations shall be started as soon as conditions will permit on each section of pipeline, so as to provide continuity in subsequent operations and restore normal public service as soon as practicable on a section-by-section basis. All operations shall be pursued diligently, with proper and adequate equipment, to assure acceptable results.

B. For this specification backfill is defined as any material placed in the trench above the bedding zone other than the pipe or conduit and appurtenance.

For flexible pipe the backfill between the bedding material and the crown of the pipe shall be crushed stone suitable for encasement as specified in article 2.07 of the specifications. When Portland cement stabilized backfill is used above the pipe zone; the crushed stone encasement shall extend to 1' above the crown of the pipe.

C. Depositing of the backfill shall be done so the shock of falling material will not injure the structure. Grading over and around all parts of the work shall be done as directed by the Engineer.

D. Whenever soil types which are determined by the Inspector to be undesirable for backfill are excavated from the trench, such material shall be hauled away and deposited at locations shown on the plans or as directed by the Engineer at no additional compensation.

E. Backfill materials placed in the pipe zone shall be carefully placed in relatively uniform depth layers spread over the full width and length of the trench section in a manner and/or sequence that will provide simultaneous support on both sides of the pipeline. Each layer shall be compacted effectively, by approved mechanical of hand methods, until there is no further visual evidence of increased consolidation. Above the pipe zone the backfill material shall be placed uniformly across and along the trench in depth suitable for the compaction method used and compacted to a minimum of the density specified for the material used and the trench location. Compaction of the in place layer shall be completed acceptably before placing material for a succeeding layer thereon.

The manner of placement, layer thickness, compaction equipment, and procedure effectiveness shall be subject to approval of the Engineer. Water jetting or flooding shall NOT be used to compact trench backfill.

F. Compaction of materials placed within the pipe bedding and encasement zones shall be accomplished with portable or hand equipment methods, so as to achieve thorough consolidation under and around the pipe and avoid damage to the pipe. Above the pipe zone, the use of heavy roller type compaction equipment shall be limited to safe pipe loading.

G. The maximum loose thickness of each backfill layer placed above the pipe zone shall be 12 inches, except that 16 inches will be permitted for Granular Materials placed above an elevation one foot above the top of pipe, and with the provision that, by authority of the Engineer and in consideration of the demonstrated capability of special type vibratory compactors, these maximums may be increased at his discretion. “Hydro tamps”, “vibra tamps” or other heavy compacting equipment shall not be used until the backfill has reached a depth of four (4) feet above the top of the pipe.

H. All surplus or waste materials remaining after completion of the backfilling operations shall be disposed of in an acceptable manner within 24 hours after completing the backfill work on each particular pipeline section. Disposal at any location within the project limits shall be as specified, or as approved by the Engineer; otherwise, disposal shall be accomplished outside the project limits at the Contractor’s discretion. The backfilling and surplus or waste disposal operations shall be a part of the work required under the pipeline installation items, not as work that may be delayed until final cleanup.

I. For the duration of the warranty period of the project, the Contractor shall assume full responsibility and expense for all backfill settlement and shall refill and restore the work as directed to maintain an acceptable surface condition. All additional materials required shall be furnished without additional cost to the Owner.

2. BACKFILL IN PUBLIC RIGHTS-OF-WAY AND OTHER AREAS WHERE SETTLEMENT IS CRITICAL

A. GENERAL REQUIREMENTS

(1). Backfill above the pipe zone in public rights-of-way and under paved parking lots, near structures or other utilities where settlement can cause damage shall be made using Portland cement stabilized backfill or crushed stone screenings (crusher fines).

The pipe zone is defined as that portion of the trench extending from the bottom of the trench to 12” above the crown of the pipe or conduit.

(2) Backfill around structures such as manholes, junction boxes, transformer boxes and valve boxes shall be made using Portland cement stabilized backfill material or crushed stone screening (crusher fines).

(3) The minimum depth of stabilized backfill or crusher fines shall be twelve (12”) inches.

When utilities are being constructed under existing paving, the stabilized backfill or crusher fines shall extend from top of the pipe zone to the top of the base course.
When utilities are being constructed under existing unpaved streets that are not scheduled for immediate pavement construction, the stabilized backfill or crusher fines shall extend from the top of the pipe zone to the existing roadway surface.

When utilities are being constructed in streets that are scheduled for immediate paving, the stabilized backfill or crusher fines shall extend from the top of the pipe zone to the bottom edge of the eight (8”) inches of subgrade, or, if the paving contractor has constructed a portion of the roadway prior to the construction of the utilities the backfill shall extend to the top of the course the contractor has finished, or the top of the base course, which ever is lower.

If the final course of asphaltic concrete has been placed, the street or alley surface shall not be cut for utility installation.

In streets where stabilized backfill is required only to the bottom of the subgrade course, the minimum depth of stabilized backfill may be reduced to six (6”) inches in which case the maximum depth of the “pipe zone” shall be limited to six (6”) inches above the top of the utility line or conduit.

B. BACKFILL MATERIALS

(1) Portland cement stabilized backfill shall consist of caliche base material, blow sand or native soil stabilized by the addition of Portland cement. Crushed stone or concrete aggregate shall NOT be used.

When Portland cement stabilized backfill is to be used, the contractor shall submit a mix design prepared by an approved commercial laboratory for approval before the trenching operation is begun. When native soil is to be used samples may be taken along the proposed route by boring or other approved means. Samples must be representative of the full trench depth.

The mix design shall be such that the minimum 7-day compressive strength is 150 psi when tested according to test method Tex 418-A.

The minimum cement content for Portland cement stabilized backfill shall be 1 sack per cubic yard.

Cement used in Portland cement stabilized backfill shall be Type I or Type II conforming to the requirements of ASTM Designation C150.

Caliche used for Portland cement stabilized backfill shall be crushed material conforming to Texas State Department of Highways and Transportation 1982 Standard Specifications for Construction of Highways, Streets and Bridges Item 248 Type F, Grade 2.

Blow sand used for Portland cement stabilized backfill shall be clean, free from organic matter, clay lumps, rock and other deleterious matter.

Native soil used for Portland cement stabilized backfill shall be clean, free of clods and organic matter, and free of rock in excess of 2”.

(2) Crushed stone screening (crusher fines) used for back fill shall be sharp grained particles of crushed stone conforming to the requirements of Article 2.07 of these specifications.

(3) Trencher excavated rock material shall be screened so that the largest diameter material is less than 2". The screened rock material used for backfill shall have sufficient moisture added so that the backfill will bind with the fines. The rock material backfill shall be tamped or compacted in two (2) foot lifts. A sheeps foot roller shall not be used unless there is two (2) feet or more compacted backfill above the pipe bedding.

C. BACKFILL CONSTRUCTION

(1) Portland cement stabilized caliche backfill or Portland cement stabilized native soil backfill may be constructed using either the "dry" method or the "wet" method.

(a) The dry method of stabilized backfill construction consists of dry mixing of the cement and caliche or soil to produce a homogenous mixture then adding and mixing sufficient water for proper compaction and hydration of the cement. The water content of the mixture will be approximately one to two percent above the optimum moisture for soil compaction. The mixing may be accomplished by using batch mixers or on the job site by "blade mixing" or other suitable method to produce the desired backfill material. The mixed material shall be placed in lifts of up to a maximum of 12 inches and compacted to ninety-five (95%) modified proctor densities by use of suitable compacting equipment.

(b) In the "wet" method of cement stabilized backfill construction, the materials shall be mixed in an approved concrete batching plant or mixer to the consistency of concrete and placed as concrete would be placed. The slump of the backfill material shall be such that all voids will be filled, approximately four (4") to six (6") inches. The backfill shall be consolidated by rodding or by the use of mechanical vibrators.

Portland cement stabilized blow sand backfill shall be mixed and placed by the "wet" method as described above.

Crushed stone screening (crusher fines) shall be wetted uniformly throughout with sufficient moisture to assure proper compaction before being placed in the trench. The moistened crushed stone screening (crusher fines) shall be placed in maximum lifts of twelve inches and consolidated using vibratory type compaction equipment except when it has been demonstrated that the compaction equipment employed will adequately compact deeper lifts in which case the maximum depth of a lift shall be limited by the capabilities of the equipment used.

Tests to determine the compacted density of the backfill shall be ordered by the Engineer if in his opinion the compaction is not adequate. Test showing a minimum compacted density of 90%-modified proctor will be deemed adequate.

3. BACKFILL OUTSIDE OF PUBLIC RIGHTS-OF-WAY WHERE SETTLEMENT IS NOT CRITICAL

A. In areas outside of public rights-of-way and in the absence of special work item requirements the backfilling shall be accomplished with the use of suitable materials selected from the excavated materials to the extent available and practical. Should the materials available from the trench section be unsuitable or insufficient, the required additional materials shall be furnished from outside sources at the Owners expense.

B. Suitable material shall be defined as a mineral soil reasonably free of foreign materials (rubbish, debris, etc.) frozen clumps, oversize stone, rock, concrete or bituminous chunks and other unsuitable materials, that may damage the pipe installation, prevent thorough compaction, or increase the risks of after settlement unnecessarily. Material selection shall be such as to make the best and fullest utilization of what is available, taking into consideration particular needs of different backfill zones. Material containing stone, rock, or chunks of any sort shall only be utilized where and to the extent there will be no detrimental effects.

C. The backfill material placed in this area shall be compacted by suitable means to a minimum density equal to the density of the undisturbed surrounding soil. City Engineer MUST approve water flooding as a means of compaction.

4. TRENCH BACKFILL BEHIND CURB AND GUTTER

A. When utilities are placed behind the curb in paved streets and other landscaped areas the backfill shall be the same as elsewhere in the right-of-way or other applicable location except that in grassed areas and in flower beds the top six (6") inches of backfill shall be good quality top soil. When utilities are placed behind the curb in grassed or landscaped areas where no sidewalk is to be constructed and the edge of the trench is a minimum of 2 feet from the back of curb or where sidewalk is to be constructed and the minimum distance from both the back of curb and the edge of the sidewalk to the edge of the trench is 2 feet the contractor may elect to use suitable native soil for backfill. The native soil backfill shall be compacted to 95% modified proctor density to within 6" of the top of curb height. The top 6" of backfill shall be good topsoil and shall be compacted to the density of the adjacent soil.

B. Sidewalks shall be repaired by removing and replacing the complete section or sections that have been damaged. Strip patching through sidewalks will not be permitted.

The replacement sidewalk shall be of the same design and section as the walk removed and shall be of equal or better workmanship.

C. When utilities are placed in paved areas behind curbs the pavement shall be repaired as specified for street pavement.

D. Grassed areas and flowerbeds shall be restored as nearly as possible to the original condition. Care shall be taken to avoid damage to sprinkler systems.

Mail boxes and other appurtenance in the construction area. Any damage to said items shall be repaired immediately.

E. All repairs made behind the curb shall be to the satisfaction of the property owner responsible for their maintenance and/or to the satisfaction to the City Engineer.

3.11 INLET STRUCTURES AND LEADS AND CLEANOUTS FOR STORM SEWERS

A. Corrugated Galvanized Steel Slotted Drains for Nuisance water inlets only.

(1) Slotted drains shall be the sizes and lengths as shown on the plans and constructed at the locations as shown on the plans or at locations to be established on the job site.

(2) Slotted drains shall not be installed under asphalt pavement but shall have a section of concrete gutter constructed around it as shown on the detail drawings.

Slotted drains shall be protected from the entrance of debris, concrete or HMAC by closing the slot with one or two layers of heavy duct tape or similar material. In addition, the slot for slotted drain shall have a 2-½ inch or ¾ inch board attached to use as a guide for placing and edging the concrete.

Unless otherwise approved or directed by the Engineer the removal of tape and planking from the slotted drain should be accomplished as part of the final clean up.

B. Curb inlets, grate inlets and combination inlets

(1) General

Curb inlets, grate inlets and combination inlets may be pre-cast or cast-in-place at the contractor's option unless specifically shown otherwise on the plans and bid proposal.

(2) Pre-cast inlet boxes

(a) Construction and finish for pre-cast inlet boxes shall conform to details shown on the plans and all applicable requirements for pre-cast manholes.

(b) Tops for curb inlets and combination inlets may be cast in place or pre-cast. Extra care will be required in setting pre-cast tops to assure curb and gutter match.

(c) Pipe connections, bedding, setting and backfill for pre-cast inlets shall be in accord with the applicable requirements for pre-cast manholes article 3.12 of these specifications.

(3) Cast in place inlets

(a) Cast in place inlets shall be constructed of class "C" reinforced concrete as specified in item 1-B "Concrete for Structure" in these specifications.

(b) Forms for cast in place inlets shall be straight, clean and in good condition. Forms shall be properly cleaned and oiled before concrete is placed.

(c) Construction joints may be placed in cast in place inlets at locations shown on the plans. When construction joints are used, extra care will be required to assure that the joints are watertight.

(d) Cast in place inlets may be cast without outside forms if the soil conditions are such that true vertical walls can be cut and will stand during construction without sloughing or otherwise incorporation foreign materials into the concrete.

(e) When inlets are cast without outside forms, a plastic sheet lining may be required to prevent excessive loss of moisture from the concrete and/or to prevent incorporation of foreign material into the concrete.

A. Inlet Leads

(1) Inlet leads shall be constructed of corrugated steel pipe, PVC pipe or other material as called for on the plans and in the bid proposal.

(2) Construction of inlet leads shall be in accord with the applicable requirements for the type of pipe used.

(3) Junctions where two or more inlet leads are joined shall be made at clean outs or manholes.

B. Cleanouts

(1) Clean outs shall be constructed in accord with the plans and detail drawings.

(2) Construction and connections shall be in accord with the applicable specifications for construction of corrugated steel pipe manholes.

3.12 SANITARY SEWER SERVICES AND PLUGGED STUBS

A. Sanitary Sewer Services:

(1) On new sewer main construction all sewer laterals shall be constructed as part of the initial installation. Sewer wye fittings for sewer laterals in new construction shall be molded or fabricated with all gasketed connections. Four (4”) inch laterals shall be installed at all single-family residences and duplex. Laterals installed for apartment complexes, commercial and industrial areas shall be a minimum of six (6”) inches. Depth of laterals will be determined by depth of sewer main and applicable building codes. Laterals shall be installed using tee wyes or wyes and bends so that they will be at 90 degrees to the sewer main. Laterals shall extend to 3’ minimum beyond the property line of the served lot or tract. The contractor shall install sewer laterals according to the typical sewer lateral detail and the most current revisions of the Plumbing Code.

(2) Taps into existing lines shall use a gasketed fitting in conjunction with a full circle repair sleeve coupling, except that taps into existing ductile iron sewer may be made using the Genco Model DF sewer pipe saddle (The General Engineering Co., Frederic, MD Drawing No. R-3220-D dated 12/29/82) or approved equal.

(3) Cemented mitered connections without socket reinforcement shall not be permitted. The contractor will be permitted to use fittings, which are prefabricated, using pipe sections, molded saddles and PVC solvent cement, provided the solvent cement used in fabrication has cured for at least 24 hours prior to the installation. All solvent cement fittings shall e manufactured in the shop under controlled conditions.

(4) All caps and plugs shall be braced, staked, anchored, wired on or otherwise secured to the pipe to prevent leakage under maximum anticipated thrust from internal abnormal operating conditions or test pressures from water or air.

(5) It shall be the duty of the Contractor to keep a record of sewer service wye locations with respect to the nearest downstream manhole, but the Engineer will record ties on the end of all sewer services at the property line. When installing sewer services the Contractor shall, before backfilling, contact the Engineer or his representatives, and assist him in making ties to the end of the service in the open trench. At least two ties shall be made for each service, and if backfilling proceeds before such ties are made, the Contractor shall dig up the end of all such services, with no additional compensation, for the purpose of making ties. During backfilling the Contractor shall furnish and place a vertical steel post or 2 inch by 2 inch wooden stake set flush with finished ground surface, and extending down to the end of the sewer service, a nail shall be placed in the top of the stake to allow location of the service by metal finder.

(6) The main sewer service connection shall consist of installing an in-line wye section in the main sewer line at designated locations. Saddle wye installations will be permitted only when specifically called for. Orientation of service connection fittings shall be as shown in the standard drawings unless otherwise directed by the Engineer.

(7) Where the depth of cover over the main sewer invert is greater than 8 feet (or such other maximum as may be indicated), the service connection shall be extended outward then upward by use of bends to prevent excess loading on the sewer main in accordance with the details shown in the drawings.

(8) The Contractor shall provide the necessary wyes, tees and bends to bring the service to the proper place at the property line.

(9) Wherever service line connections to the main sewer are permitted or required to be made by the open cutout method in the absence of a built-in tee or wye fitting, the connection shall be made by using an approved type coring machine or by other approved methods producing a uniform, smooth circular cut-out as required for proper fit. The cutout discs shall be retrieved and shall not be allowed to remain within the main sewer pipe. The saddle tee shall be securely fastened to the main sewer pipe by means of epoxy resin or other approved adhesive. The entire connection fitting shall be encased in concrete to a minimum thickness of six inches and as may be shown in the standard drawings.

(10)Wherever service line connections to the main sewer are required to be made by means of built-in branch tee or wye fittings, the Contractor shall, in the absence of such fitting, remove a section of the main sewer pipe and replace it with the required branch tee wye or wye section connected by means of an approved sleeve coupling.

(11)Connections of service lines to the main sewer are required to be made by means of built-in branch tee or wye fittings, the Contractor shall, in the absence of such fitting, remove a section of the main sewer pipe and replace it with the required branch tee wye or wye section connected by means of an approved sleeve coupling.

(12)The end of all service connections shall be plugged with PVC plug and sealed with plastic joint material.

(13)Crushed stone bedding and backfill material, concrete encasement and protection, etc., for service line installation shall be the same as for the sewer lines.

(14)No service connections or laterals shall be covered until they have been inspected and located by the Engineer.

B. INSTALLATION OF PLUGGED STUBS ON SANITARY SEWERS

Plugged pipe stubs for future connections to manholes and sewerage structures shall be installed where shown on the Drawings or directed by the Engineer. The pipe stubs shall be installed in accordance with the specifications and details shown on the Drawings for connecting the type of pipe used to manholes.

3.13 MANHOLES

1. General

The manholes shall be constructed at the locations shown on the plans or as directed by the Engineer and in accordance with the details shown on the plans and as specified herein. After the excavation has been completed, the subgrade for the manhole base shall be graded and leveled. A crushed stone foundation having a minimum thickness of 6 inches shall then be placed on the subgrade. The crushed stone foundation shall be leveled and consolidated before the section of the manhole is placed. Pre-cast base sections shall sit in place level and plumb and to the lines and grade as shown on the plans. Cast in place bases shall be placed around the existing sewer line in accord with the plans and detail sheet. When pre-cast manhole bases are used, riser construction may proceed when the base is set on line and grade. When cast in place manhole bases are used, riser construction may proceed when the base has set sufficiently to support the weight of the riser.

Manholes shall be of the type and material shown on the plans and called for in the bid proposal and shall conform to these specifications.

All lift holes shall be filled with approved non shrink grout and bituminous material before final acceptance. Use of bituminous material or other flowable material alone to plug lift holes will not be permitted. Voids in the invert around the sewer pipe on the

inside wall of the manhole shall be grouted with cement rich grout, to conform to the rest of the wash, in accordance with the standard manhole details.

The backfill around the manhole shall be done in accordance with the details shown on the plans and trench backfill specifications.

The Contractor shall take whatever precautions necessary to protect the manholes that are under construction. At the end of the day or at such time as the Contractor deems necessary, all manholes not completed shall be covered, sealed, plugged, etc. to prevent the inflow of storm water or other objectionable material, and to prevent animals and humans from getting into the manhole.

2. PRE-CAST CONCRETE

A. Pre-cast tub bottom sections of manholes shall be set on a crushed stone foundation or bedding according to the details shown on the plans. Care shall be exercised to assure true alignment and grade for the pipe openings.

The invert of the manhole shall be constructed of cement rich grout and shall be formed to true lines; grades and curvature to assure smooth flow through the manhole. The invert shall have a steel trowel finish.

Joints for pre-cast concrete manhole riser sections shall be made Watertight by use of bitumastic or rubber sealers or “O” ring gaskets. Both sides of the tongue and groove joint shall be painted with a bitumastic primer before assembly.

The bitumastic or rubber sealer shall be clean and pliable and shall deform under the pressure of joint closure to assure a complete water tight seal. Care shall be exercised to assure proper alignment of the joint. The walls of the completed manhole shall be straight and vertical.

B. Pre-cast eccentric cone sections and precast slab manhole tops with eccentrically located manway shall be set with the manway adjacent to the up stream side of the manhole. The joints between the cone or slab top and the manhole riser shall be sealed in the same manner as the joints between the riser section. Care shall be taken in placing the cone and or slab tops to assure the manhole ring and cover can be set to match the finished paving.

C. Pre-cast grade rings will be used, when required, to bring the manhole ring and cover up to the finished grade. Grade rings may be set using cement rich grout or bitumastic seal and such as Ram-Nek or approved equal. When cement rich grout is used, care shall be taken that the space between the cone or slab top and the first grade ring and between the grade rings are completely filled without voids.

When bitumastic sealer is used the joints shall be constructed in the same manner as the joints between the riser sections.

When pre-cast manholes with PVC or other approved polymer lining are called for on the plans and bid proposal and are furnished under this contract they shall be constructed as other pre-cast concrete manholes.

In addition the joints in the lining shall be sealed by hot air welding, use of epoxy coating, or other approved means.

3. CAST IN PLACE MANHOLE BASES

A. Cast in place manhole bases shall be used only where shown on the plans or as directed by the Engineer and shall be constructed in accord with the details shown on the plans.

B. Special care shall be taken in casting the surfaces that will mate with the first risersection to assure a smooth even fit and a watertight joint.

C. The first riser section to be used with cast in place manhole bases shall be castwithout tongue or groove. The joint between the riser section and the cast in place base shall be sealed with a bitumastic or rubber sealant in the same manner as the joints in the pre-cast riser sections.

D. Care shall be taken in forming the invert of the manhole around existing sewers to assure adequate opening for the insertion of a “go – no go” mandrel or other testing equipment and cleaning tools.

4. MANHOLE RING AND COVER

A. The tops of the manhole frame and cover (ring) shall be built to the grade shown on the plans. The cast iron frame shall be firmly embedded in mortar.

B. When pressure type manhole rings and cover are specified on storm sewer manholes they shall be bolted to the concrete slab top using the “L” bolts cast into the slab for this purpose. The joint between the ring and the concrete slab top shall be made watertight using a bitumastic or rubber seal and conforming to the requirements of these specifications.

5. CORRUGATED STEEL MANHOLES

A. Corrugated steel manholes shall be constructed in accord with the details shown on the plans and in accord with the applicable requirements for the construction of corrugated steel pipe sewers.

B. Care shall be taken during the placing of backfill around corrugated steel pipe manholes to maintain the horizontal and vertical alignment of the manhole.

C. Since full contact of the flat top slab with the cement stabilized backfill is critical the backfill shall be finished smooth and to the proper grade. A thin layer of cement rich grout shall be placed on the cement stabilized backfill immediately prior to placing the concrete slab top. The grout shall be sufficient t fill all voids between the backfill and the slab and of a consistency to be forced into the voids under the weight of the slab.

3.14 TESTING GRAVITY SEWER MAINS AND MANHOLES

A. Upon completion of the sewer construction including all wyes and service laterals and before any house drains or services are connected, all sewers shall be cleaned and lamped. All runs of sewer between manholes shall be straight and true. Leakage tests shall be made to determine the amount of ground water infiltration into the sewers. Infiltration tests shall be made when groundwater level is 18 inches or more above the top of the outside of the pipe. Measurement will be taken by means of a weir placed in the lines. The maximum allowable rate of leakage shall be 25 gallons per inch diameter per mile of pipe per 24 hours, for any section of pipe with a maximum total leakage of 200 gallons per mile per 24 hours for sanitary sewers with the exception that the maximum leakage for storm drains shall be 200 gallons per inch of diameter per mile per 24 hours with a total maximum leakage of 6,000 gallons per mile per 24 hours.

When the groundwater is not at sufficient height for infiltration testing the Contractor shall use exfiltration to test the sewer lines.

B. In lieu of the infiltration or exfiltration tests the Contractor may perform air tests on the sewers.

C. If the infiltration, exfiltration, or air tests fail to meet requirements specified herein, the Engineer reserves the right to request television work to be done to locate leaks. The Contractor shall furnish all materials and equipment necessary to accomplish all infiltration, exfiltration, air or television testing.

The Contractor shall receive no additional compensation for this testing or inspection work or for repairs of corrective work required to be done to the sewers. The exfiltration tests shall be used in areas where no ground water is present.

D. Test Procedure Hydrostatic (Exfiltration)

(1) The test section shall be bulk headed and the pipe subject to a hydrostatic pressure produced by a head of water at a depth of three (3) feet above the invert of the sewer at the upper manhole under test. In areas where ground water exists, this head of water shall be three feet above the existing water table.

(2) This head of water shall be maintained for a period of one hour during which it is presumed that full absorption of the concrete manhole body has taken place and thereafter for a further period of one (1) hour for the actual test of leakage. Fiber glass manholes are exempt from the one hour absorption requirement. During this one (1) hour test period, the measured maximum allowable rate of exfiltration for any section of sewer shall be the same as allowed for the infiltration test.

E. TEST PROCEDURE AIR

(1) Where the Contractor elects to air test, he shall perform these tests with equipment similar to Air-Loc equipment manufactured by Cherne Industrial, Inc. Hopkins, Minnesota.

(2) The air test shall be made when the sewer is clean. The line shall be plugged at each manhole with pneumatic balls. Low pressure air shall be introduced into the plugged line until the internal air pressure reaches 4.0 psig greater than the average

back pressure of any ground water pressure that may submerge the pipe. At least two (2) minutes shall be allowed for the air temperature to stabilize before readings are taken and the timing started.

(3) When testing pipes 14 inches and less in diameter between consecutive manholes, the portion being tested shall pass if it does not lose air at a rate to cause the pressure to drop from 4.0 to 3.0 psig (greater than the average back pressure of any groundwater that may submerge the pipe) in less time than listed as calculated from Table 1.

When testing pipes greater than 15 inches in diameter between consecutive manholes the portion being tested shall pass if it does not lose air at a rate to cause the pressure to drop from 3.5 psig 3.0 psig (greater than the average back pressure of any groundwater that may submerge the pipe) in less time than that shown in or calculated from Table II.

TABLE I
Specification Time Required for a 1.0 PSIG Pressure Drop for Size and Length of Pipe indicated for Q = 0.0015

Specification Time for Length (L) Shown (min: sec)											
1	2	3	4 (xL)	100 ft.	150 ft.	200 ft.	250 ft.	300 ft.	350 ft.	400 ft.	450 ft.
4	3:46	597	.380	3:46	3:46	3:46	3:46	3:46	3:46	3:46	3:46
6	5:40	398	.854	5:40	5:40	5:40	5:40	5:40	5:40	5:42	5:42
8	7:34	298	1.520	7:34	7:34	7:34	7:34:	7:36	8:52	10:08	11:24
10	9:26	239	2.374	9:26	9:26	9:26	9:53	11:52	13:51	15:49	17:48
12	11:20	199	3.418	11:20	11:20	11:24	14:15	17:05	19:56	22:47	25:38
15	14:10	159	5.342	14:10	14:10	17:48	22:15	26:42	31:09	35:36	40:04
18	17:00	133	7.692	17:00	19:13	25:38	32:03	38:27	44:52	51:16	57:41
21	19:50	114	10.470	19:50	26:10	34:54	43:37	52:21	61:00	69:48	78:31
24	22:40	99	13.674	22:47	34:11	45:34	56:58	68:22	79:46	91:10	102:33
27	25:30	88	17.306	28:51	43:16	57:41	72:07	86:32	100:57	115:22	129:48
30	28:20	80	21.366	35:37	53:25	71:13	89:02	106:50	124:38	142:26	160:15
33	31:10	72	25.852	43:05	64:38	86:10	107:43	129:16	150:43	172:21	193:53
36	34:00	66	30.768	51:17	75:55	102.34	128:12	153:50	179:29	205:07	230:46

1. Pipe Diameter (in.)
Minimum Time (min:sec)
Length for Minimum Time (ft.)
Time for Longer Length (sec)

NOTE: When using column 4 multiply the number in column 4 opposite the pipe diameter by the length of pipe of that diameter and sum the times for the various pipe size in the run being tested. Computations shall include lengths for service connection laterals.

Table II
Specification Time Required for 0.5 PSIG Pressure Drop for Size and Length of Pipe Indicated for Q + 0.0015

Specification Time for Length (L) Shown (min: sec)											
1	2	3	4 (xL)	100 ft.	150 ft.	200 ft.	250 ft.	300 ft.	350 ft.	400 ft.	450 ft.
4	1:53	597	.190	1:53	1:53	1:53	1:53	1:53	1:53	1:53	1:53
6	2:50	398	.427	2:50	2:50	2:50	2:50	2:50	2:50	2:51	3:12
8	3:47	298	.760	3:47	3:47	3:47	3:47	3:48	4:26	5:04	5:42
10	4:43	239	1.187	4:43	4:43	4:43	4:57	5:56	6:55	7;54	8:54
12	5:40	199	1.709	5:40	5:40	5:40	7:08	8:33	9:58	11:24	12:50
15	7:05	159	2.671	7:05	7:05	8:54	11:08	13:21	15:35	17:48	20:02
18	8:30	133	3.846	8:30	9:37	12:49	16:01	19:14	22:26	25:38	28:51
21	9:55	114	5.235	9:55	13:05	17:27	21:49	26:11	30:32	34:54	39:16
24	11:20	99	6.837	11:24	17:57	22:48	28:30	34:11	39:53	45:35	51:17
27	12:45	88	8.653	14:25	21:38	28:51	36:04	43:16	50:30	57:42	46:54

30 33 36	14:10 15:35 17:00	80 72 66	10.683 12.926 15:384	17:48 21:33 25:39	26:43 32:19 38:28	35:37 43:56 51:17	44:31 53:52 64:06	53:25 64:38 75:55	62:19 75:24 89:44	71:13 86:10 102:34	80:07 96:57 115:23

1 Pipe Diameter (in.)
2 Minimum Time (min:sec)
3 Length for Minimum Time (ft.)
4 Time for Longer Length (sec)

NOTE: When using column 4 multiply the number in column 4 opposite the pipe diameter by the length of pipe of that diameter and sum the times for the various pipe size in the run being tested. Computations shall include lengths for service connection laterals. All service plugs shall be secured in place to prevent displacement during testing operation.

F: DEFLECTION TEST

Deflection tests shall be performed on all flexible pipe, the tests shall be conducted after the backfill has been in place at least 30 days. No pipe shall exceed a deflection of 5 percent. The deflection tests shall be run using a Go-No-Go mandrel having a diameter equal to 95 percent of the inside diameter of the pipe. The tests shall be performed without mechanical pulling device, any pipe not meeting the deflection test shall be excavated and re-bedded at no cost to the owner.

The Contractor at no additional cost to the owner shall furnish the Go-No-GO Mandrel.

Upon completion of all tests, the Contractor shall provide personnel to remove each manhole cover in the presence of the Engineer's representative for inspection and depth measurement.

G. TESTING SANITARY SEWER MANHOLES

All sanitary sewer manholes shall be tested for water tightness by one of the following methods.

Manholes, except those in streets scheduled for immediate paving, shall be complete, having all adjusting rings and cover rings in place and shall be backfilled prior to testing.

Manholes in streets scheduled for immediate paving shall be complete as described above except those acceptance tests shall be made at the top of the cone section.

(1.) Vacuum Test

a. General

This item will govern the testing of all sanitary sewer manholes. All connections to manholes including drop connections shall be in place before testing.

b. Equipment

Equipment for vacuum testing manholes shall be:
MANHOLE VACUUM TESTER as manufactured by:

P.A. Glazier, Inc.
P.O. Box 1002
Worcester, MA. 01613

Or

THE CHERNE AIR-LOC MANHOLE TESTER as manufactured by:

Cherne Industries, Inc.
5700 Lincoln Dr.
Minneapolis, MN 55436-1695

Or approved equal.

c. Preparation for Testing

All connections to the manhole; except plugged stubs for future line extensions, shall be plugged using suitable pneumatic plugs. Line plugs shall be placed at a point outside of the manhole wall (approximately 8" to 10" into the sewer pipe). Drop connections shall be plugged at a point up stream from the drop.
All plugs, pipe connections and plugged stub outs shall be adequately braced to prevent them being drawn into the manhole when vacuum is applied.

d. Testing

The contractor shall set the test equipment in place and operate it in accord with the manufacturer instructions. A copy of these instructions shall be kept on the job site and shall be available to the inspector when tests are performed. When equipment is properly set up a vacuum of 10" of mercury (Hg) shall be drawn and the vacuum line valve closed. After the vacuum pump is shut off the hose shall be disconnected before the test is started.

Note: Vacuum must be at 10" Hg when test is started. The contractor may wish to draw up to 10.5" Hg vacuum and then bleed back to 10" Hg before starting the test. The test shall pass when the minimum time for the vacuum to drop from 10" Hg to 9" Hg is greater than the time shown in the following table:

TABLE 1: Minimum test times for various manhole diameters.

	DIAMETER		
Depth Feet	48"	60"	72"
8'	0:20	0:26	0:33
10'	0:25	0:33	0:41
12'	0:30	0:39	0:49
14'	0:35	0:46	0:57
16'	0:40	0:52	1:05
18'	0:45	0:59	1:13
20'	0:50	1:05	1:21
* ADD	0:05	0:06.5	0:08

Any manhole that fails the test shall be repaired and retested until it passes the test.

e. Contractors Optional Test

The contractor, at his option may wish to test manholes before they are backfilled to assure himself that the manhole is sound.
Manholes that fail the test prior to being backfilled may be repaired under vacuum by coating the area of the leak with a liquid quick setting grout allowing the grout to be drawn into the opening until the leak is stopped.

Manholes will not be accepted on the bases of this test.

f. Fiberglass Manholes

Fiberglass manholes may be tested in the same manner as concrete manholes except that all repairs to the fiberglass body of the manhole shall be made using materials furnished by the manufacturer. Repairs shall be made in accord with the manufacturer instructions.

g. No separate payment will be made for vacuum testing of manholes, but the cost shall be considered incidental to furnishing and construction of manholes as bid in the bid proposal.

2. HYDROSTATIC TESTING

a. General

This item shall govern the hydrostatic testing of manholes and may be used as an alternative to vacuum testing by the contractor.

All connections to manholes including drop connections shall be in place prior to testing manholes.

b. Testing

All connections to the manhole, except plugged stubs installed for future line extensions, shall be plugged upstream from the drop.

Plugs in pipe connections must be placed outside the manhole wall (approximately 8” to 10” into the pipe).

The manhole shall then be filled to the top of the cast iron ring (or top of the cone section for manholes in streets scheduled for immediate paving) and allowed to stand for a minimum of one hour to allow for absorption by the components of the manhole. The inspector may extend the absorption period if it appears that the manhole has not reached a stable state.

The manhole shall then be refilled to the top of the ring (or cone) and allowed to stand for up to 24 hours.

The manhole shall be checked at the end of 4 hours and will be deemed to have passed if no perceptible loss has occurred – if loss has occurred the manhole will be checked after the 24 hour period and will be considered to have passed if loss does not exceed the following schedule

Depth Ft.	Loss Inches
0 - 10’	.2
10 – 20’	.4
20 - 30’	.6

c. No separate payment will be made for Hydrostatic Testing of manholes but the cost shall be considered as incidental to furnishing and constructing manholes as bid in the bid proposal.

H. TELEVISING NEW SEWER LINES

It is the city’s intention to televise all new sanitary sewer lines for record purposes.

Immediately after the contractor completes all testing of sanitary sewer lines and manholes he shall leave all manholes accessible for televising and make allowances for the city’s camera crews working on the project site.

The contractor at his own expense before final acceptance must correct any defects discovered during the televising of sanitary sewers.

3.15 RESTORATION

A. Whenever any surface improvements such as pavement, curbing, pedestrian walks, fencing, or turf have been removed, damaged or otherwise disturbed by the Contractor’s operations, they shall be repaired or replaced to the Engineers satisfaction, to restore the improvement in kind and structure to the pre-existing condition. Each item of restoration work shall be done as soon as practicable after completion of installation and backfilling operations on each section of pipeline.

B. In absence of specific payment provisions, as separate Contract Items, the restoration work shall be compensated for as part of the work required under those Contract Items, which necessitated the destruction and replacement or repair, and there will be no separate payment therefor. If separate pay items are provided for restoration work, only that portion of the repair or reconstruction, which was necessitated by the contract, will be measured for payment. Any improvements removed or damaged unnecessarily shall be replaced or repaired at the Contractor’s expense.

C. Turf restoration shall be accomplished by sod replacement except where seeding is specifically allowed or required.

Caliche or gravel surfaced streets and driveway shall be restored to their original condition by salvaging and replacing the pre-existing caliche or gravel. If the Contractor does not salvage sufficient material during excavation operation, he will be required to furnish material to restore the surface to the depth of the original section. This caliche or gravel restoration shall be considered a part of excavation and backfill and no extra compensation will be made.

E. Bituminous and concrete surfaced streets and driveways will be restored to equal or better condition than existed prior to sewer construction. Measurement will be made of the actual quantities required to be replaced by the sewer construction and paid for at the price bid in the appropriate bid items in the proposal.

No measurement or payment will be made for work done outside the lines considered necessary for sewer construction. The Contractor will be required to replace damage outside these lines at his own expense.

F. Reconstruction of caliche base courses and concrete or bituminous surface courses shall be in substantial compliance with all applicable City of Midland Specifications pertaining to the item being restored.

3.16 CLEANUP

After completing each section of the sewer line, the Contractor shall remove all debris, construction materials, and equipment from the site of the work, grade and smooth over the surface on both sides of the line and leave the entire right-of-way in a clean, neat, and serviceable condition. No separate compensation shall be made for clean up.

3.17 PAYMENT

A. General

Payment in accordance with the following items, at the unit price bid for the work, shall constitute full and complete payment for the entire project including all incidental terms necessary for the complete and successful prosecution of the work in accordance with the intent of the plans and specifications.

Materials and work required to complete the project for which there is no bid item in the bid proposal shall be considered as incidental and the cost shall be included in the prices bid for the various items in the bid proposal.

Where payment is to be made on a unit price basis, it shall be made on the actual measured quantities as constructed in the work.

B. Sewer Pipe in Place

Unit prices bid shall cover furnishing and installation of pipe and jointing materials, including tests and all other necessary work and material to install the pipe complete in place at the depth specified. The unit of work shall be the lineal foot of the various types and sizes as shown in the proposal form. The pipe installation shall be measured

along the centerline of the sewer from center to center of manholes with no deduction in footage for manholes, wye branches, riser bases or other structure.

C. Foundation Corrections Materials

Payment for foundation correction materials shall be made at the unit price bid per cubic yard for material furnished and placed to pro vide adequate pipe base in unstable soil. The unit price shall include extra excavation below pipe grade, the material, placing and tamping.

Additional material required to backfill excess depth of excavation caused by neglect or error on the part of the Contractor or wet conditions, shall be furnished and placed at his own expense.

Removal of Street Surfacing

The Contractor shall receive no extra compensation for the removal of street surfacing including cutting of a straight edge.

E. Trench Safety Systems, Sheeting and Shoring

Measurement: Trench Safety Systems shall be measured by the linear foot of “Trench Safety Systems”: Payment for work prescribed under this item shall be full compensation for the Trench Safety Systems including any Engineering and/or consulting fees and any additional excavation and backfill required, for furnishing, placing, maintaining and removing all shoring, sheeting, or bracing; for de-watering or diversion of water; for all jacking and jack removal; and for all other labor, materials, tools, equipment and incidentals necessary to complete the work.

F. Manholes

Payment will be made for the various types of manholes at the unit prices bid for the various types of manholes 0 to 6’ deep which price shall include excavation, furnishing and installing all materials pumping where necessary, and backfilling and all incidentals for the complete manhole in place. Measurement for manholes over 6 feet in depth shall be made of the depth of manhole in excess of six (6) feet. Manholes will be measured from the invert to the top of the casting as set.

Payment will be made for the manhole depth in excess of 6 feet at the vertical foot price bid in the bid proposal for extra depth of manhole over 6 feet for each type of manhole furnished.

G. Drop Connections to Manholes

Payment shall be made for drop connections to manhole for each drop connection made as counted in the field at the price bid in the proposal.

Said payment shall be complete compensation for furnishing all materials and fittings and making all connections to the manhole including 2’ of vertical depth as measured from the invert of the incoming line to the invert of the manhole.

H. Drop Section for Manholes

Drop sections shall be paid for on a vertical footage basis as measured from the invert of the incoming line to the invert of the manhole less 2 feet and shall be paid for at the price bid per vertical foot for the various size drop connections in the bid proposal.

The price bid per vertical foot includes all fittings, granular material, if used and concrete and shall be full compensation for the complete in service drop connection.

I. Service Lines

Service lines will be measured from centerline of the sewer main to the plug end and paid for at the unit price bid per linear foot of each type of pipe as specified and as shown on the typical details.

J. Barricading and Traffic Control

The lump sum price bid in the bid proposal shall be full compensation for furnishing flag persons when required and all barricades, signs and other barricading and traffic control devices and for furnishing barricading plans and erecting and maintaining all such devices and signs as required for the duration of the period.

Updated
08/07

MIDLAND
Engineering Services

ADDENDUM #01

Project Number P20-03

TO ALL BIDDERS ON THE SUBJECT BID: W. Wadley Avenue Extension Project

ADDENDUM #01

DATE: November 18, 2022

1. Q/A and Clarification
2. Attachments
    a. Wadley – Final Notes for Construction
    b. 6.0 Special Provisions (Updated 11-18-22)
    c. 7.0 Proposal Combined (Updated 11-18-22)
    d. 2022.11.18 Wadley Updated Cover Sheet - Approved
3. Non-Mandatory Pre-Bid Meeting Agenda
4. Non-Mandatory Pre-Bid Meeting Attendance

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

All other terms and conditions shall remain the same.

Jones Bros. Dirt & Paving Contractors, Inc.
Company Name

Bidder Authorized Signature

November 30, 2022
Date

Kenneth Ford
Please Print Above Name

432-332-0721
Phone

PACKET
5.260
January 10, 2023

W. Wadley Avenue Extension Project
Project Number P20-03

Clarifications

During the Pre-Bid Meeting, the following questions were raised by one or more bidders. Below is a list of the questions along with the answers and clarifications.

Clarification: All addendum acknowledgement forms must be included with the bid for the bid to be considered complete. Bidders have sole responsibility for making sure they have and acknowledge all addendums provided for this project bid.

Clarification: Contractor must be willing to sign contract as is.

Clarification: Check that all insurance forms are in order when submitting bids.

Clarification: Check that all conflict of interest forms are completed if applicable.

Clarification: Contractor must fill out all bid items in the Proposal for the bid to be considered complete.

Clarification: Contractor is responsible for all construction staking.

Clarification: Contractor is responsible for all traffic control during this project.

Clarification: Contractor is responsible for notifying all adjacent properties of any planned service interruptions no less than two (2) business days in advance of any such interruptions. Service interruptions are to be kept as short as is reasonably possible. This requirement does not apply in emergency situations.

Clarification: Contractor is responsible for maintaining access to all adjacent properties at all times, barring those times when actual construction activity necessary to complete the work is taking place in front of driveway approaches or similar points of access. When such work is not occurring then access must be restored by means of traffic rated steel plates or other equivalent means until such time as the work is completed.

Clarification: It is recommended that Bidders use the USPS mailing address rather than the physical City Hall address for bid submittals that are mailed in as the physical address has experienced issues on occasion in the past. The USPS mailing address is unchanged from what is listed in the original bid packet and the pre-bid teleconference meeting agenda.

Clarification: An updated copy of the cover sheet has been included with this addendum. The changes made reflect the change in City leadership and the addition of the City of Midland project number.

Clarification: The Special Provisions section of the Bid Packet has been revised.

The original language regarding the requirement for a water and wastewater license has been revised to the following:

Bidders must provide documentation to the City of Midland within one (1) calendar week of being notified that they are the lowest responsible bidder proving that they possess active licenses that are equivalent to or a higher class than a Water Operator D license and also equivalent to or a higher class than either a Wastewater D license or a Class 1 Collections license, and the Contractor must maintain both of these active licenses for the entirety of the project. Any bidder that fails to provide this required documentation for both licenses before the end of the one (1) calendar week deadline will be rejected as a non-responsive bid, and the bidder with the next lowest responsible bid will be notified that they are now the lowest responsible bidder. If a Contractor allows either or both of the required licenses to lapse at any time during the course of the project then all work under this project will be halted and the City of Midland will have sole discretion to either allow the Contractor to renew both of their active licenses before resuming work or to end the project immediately.

Questions and Answers

1. Will CAD files will be available?
    A. The Engineer will provide the awarded contractor with 2-D and 3-D digital files.
2. The 6" concrete median is listed in the proposal is paid out as a lump sum. How many boulders/stones are we going to need? Also, how much concrete are we going to broom finish?
    A. No additional sheet or drawing updates will be provided regarding the median. For the sake of this bid, contractors shall estimate that the median consists of the following components:
        i. 4,136 SY of broom finish concrete
        ii. 1,678 SY of stamped and colored concrete
        iii. 224 inlaid boulders (1'-2')
3. I saw the note that says the contractor will layout the borders for the median for City approval. I need to be able to estimate quantities for stamped concrete, regular concrete, and stones. Could they add the median borders to the plans so we can do that? Also, how many stones go at each location, spacing, etc.
    A. No additional sheet or drawing updates will be provided regarding the median. For the sake of this bid, contractors shall estimate that the median consists of the following components:
        i. 4,136 SY of broom finish concrete
        ii. 1,678 SY of stamped and colored concrete
        iii. 224 inlaid boulders (1'-2')
4. Why does the project stop just short of HWY 158?
    A. The project limits stop approximately 500' shy of HWY 158 because the City is trying to coordinate with TxDOT to let the remaining portion in a separate project.
5. Do we know the size of the waterline?
    A. Please see the additional construction notes from the design engineer for information on the waterline adjustments.
6. There is quite a bit of excavation work on this job, can we go out and shoot the surface? Also, does the City need any of the excavated dirt anywhere?
    A. Yes, you can go shoot your own survey as needed. We do have a model of the draw. Excess dirt from excavation can be disposed of – the City doesn't need it.
7. Can we show proof of a water license after the apparent low bidder is announced at the bid opening?
    A. Bidders must provide documentation to the City of Midland within one (1) calendar week of being notified that they are the lowest responsible bidder proving that they possess active licenses that are equivalent to or a higher class than a Water Operator D license and also equivalent to or a higher class than either a Wastewater D license or a Class 1 Collections license, and the Contractor must maintain both of these active licenses for the entirety of the project. Any bidder that fails to provide this

required documentation for both licenses before the end of the one (1) calendar week deadline will be rejected as a non-responsive bid, and the bidder with the next lowest responsible bid will be notified that they are now the lowest responsible bidder. If a Contractor allows either or both of the required licenses to lapse at any time during the course of the project then all work under this project will be halted and the City of Midland will have sole discretion to either allow the Contractor to renew both of their active licenses before resuming work or to end the project immediately.

8. What coordination will be required with the structures at HWY 158? Just hit the grade or tie-in?
    A. The City expects TxDOT to tie into the existing grade with this project. It's not tying in directly.
9. Will coordination with the apartment be required? Is the driveway on the west side of the complex their only access?
    A. The driveway on the west side of the complex is the apartment's only access. The limits of the construction can be seen on sheet INTS-01 of the approved plan set. As a courtesy, the contractor should notify the apartment complex of planned construction, but the construction does not appear to interfere with the apartment complex's traffic.
10. Will you please clarify if the curb inlet lids being used are to be TXDOT or COM.
    A. City of Midland curb inlet lids are preferred. If there are issues getting those, TxDOT lids will suffice.
11. Sheet Storm-03 Storm Drain "C" Approx Sta 253+50. Will there be a conflict with UE?
    A. The City has contacted Oncor to relocate this utility. Please see the additional construction notes from the design engineer for information on the known utility conflicts.
12. End of culverts (proposed by others). Will 3/4" plywood suffice for cap?
    A. CULV-04 and CULV-05 (sheets 45 and 46), the 48" RCP culverts underneath the road and extending past the ROW are now proposed to be included as part of this bid. These items are grayed back on the sheets and noted as "previously constructed by others" but will now be included as part of this bid. The impact to bid quantities is indicated below:
        i. Base Bid: Storm Drain Item #4 - 48" RCP increase by 510 LF to a total of 938 LF
        ii. Base Bid: Storm Drain Item #11 – Quantity remains the same as this work was always planned for. Note that the unit has been updated to be CUBIC YARD rather than square yard.
13. Please confirm the use of 7:1 SET's, 7:1 is non-typical.
    A. 7:1 SET's are specified in the plan set but should be treated as cast in place rip-rap (Storm Drain Item 11 and detailed in Pay Note SD4).
14. Is there an Engineering Estimate?

A. This information will not be given out during the bidding process.

15. Could contractors provide the Water license within 1 calendar week after being notified that they are low bidder?

    A. Bidders must provide documentation to the City of Midland within one (1) calendar week of being notified that they are the lowest responsible bidder proving that they possess active licenses that are equivalent to or a higher class than a Water Operator D license and also equivalent to or a higher class than either a Wastewater D license or a Class 1 Collections license, and the Contractor must maintain both of these active licenses for the entirety of the project. Any bidder that fails to provide this required documentation for both licenses before the end of the one (1) calendar week deadline will be rejected as a non-responsive bid, and the bidder with the next lowest responsible bid will be notified that they are now the lowest responsible bidder. If a Contractor allows either or both of the required licenses to lapse at any time during the course of the project then all work under this project will be halted and the City of Midland will have sole discretion to either allow the Contractor to renew both of their active licenses before resuming work or to end the project immediately.

SPECIAL PROVISIONS

ATTENTION: All Bidders are directed to pay special attention to the NOTICE TO BIDDERS section of the bid packet. Bidders have sole responsibility for complying with the current bid process requirements. Bidders also have sole responsibility for verifying that any bid submitted is completed correctly and includes all of the required documentation, including addendums.

1. SCOPE OF WORK:

Included in this Project will be **Wadley Avenue Extension** to be performed as outlined in the Plans and Specifications, which are necessary to satisfactorily complete the work.

The project will include the installation of proposed paving, drainage, and storm drain infrastructure and appurtenances including all necessary mobilization, saw-cutting, pavement removal, milling, excavation, backfill, compaction, form work, pavement placement, inlay and joint sealing. This includes but is not limited to placement of erosion control measures, traffic control, stabilization, utility cover adjustments, coordination with City of Midland staff and organizations such as TxDOT, OSHA, franchise utilities, etc. as needed, One Call (Texas 811) notifications for pending work, notifications to adjacent property owners as directed by City of Midland staff, and all other work to be performed as outlined in the Construction Drawings and Specifications, to satisfactorily complete the work.

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

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

2. ORDER OF PRECEDENCE:

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

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

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

In the Proposal the long-hand dollar amount written in the Description column for each bid item will take precedence over the numerical dollar amount listed in the Unit Price column if there is a discrepancy between the two.

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

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

3. EXAMINATION OF SITE:

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

4. PAYMENT:

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

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

5. SAFETY REQUIREMENTS:

It is the responsibility of the Contractor to follow and comply at all times with Occupational Safety and Health Administration (OSHA) and all other applicable safety regulations and requirements throughout the course of the project's work. The City of Midland reserves the right to require additional safety measures on the project site at any time if they are needed in the opinion of the Engineer for the safety of the work crews or public.

6. SAFETY RESTRICTIONS – WORK NEAR HIGH VOLTAGE LINES:

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

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

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

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

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

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

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

7. TRAFFIC CONTROL:

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

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

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

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

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

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

8. DETOURS:

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

9. PROPERTY AND RIGHT-OF-WAY ACCESS:

Access to adjacent properties must be maintained at all times unless otherwise directed by the Engineer. If the contractor will not be working in an area for a period of one week or more, special care is to be taken to address any unsafe conditions such as excavated areas or obstructions outside the worked area that could be tripping hazards, etc. Contractor must notify affected properties no less than two (2) business days prior to any planned access interruptions.

Contractor must coordinate with the City of Midland regarding any planned access interruptions for public Right-of-Way, or to restore any public infrastructure damaged during construction activities.

10. PROPERTY AND RIGHT-OF-WAY SERVICE:

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

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

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

11. CONSTRUCTION SCHEDULE:

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

12. CONSTRUCTION STAKING:

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

13. SURVEY:

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

14. CONSTRUCTION MATERIALS:

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

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

> Qualifications of Material Sources – Contractor is only to use pavement mixtures that have a proven record of acceptance by the City of Midland, or another Texas municipality, or have a proven record of meeting similar standards for state highway projects.

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

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

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

15. EROSION CONTROL:

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

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

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

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

16. WASTE MATERIAL:

Excess material from excavation and other construction or demolition activity will become the property of the Contractor. Excess excavation will be disposed of at locations secured by the Contractor and if necessary, approved by the Engineer. No material is to be placed on private property or City property without the approval of the Engineer and the property owner. Removal of excess material, excavation, and waste material are ancillary to the project and not paid as a separate item, unless otherwise noted in the Proposal or Pay Notes.

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

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

17. TESTING:

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

Required testing includes:

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

A. Every 50 cubic yards of concrete placed for concrete pavement between street intersections.

B. Every 50 cubic yards of concrete placed for concrete pavement at a street intersection.

C. Every 2 sets of fillets and valley gutters at street approaches. (1 set = 2 fillets and 1 valley gutter)

D. Every 4 alley approaches or driveway approaches.

E. There will be no testing for curb, ramps, and sidewalks.

Concrete Pavement For Trench Repair – A Slump Test is required only if directed by the Engineer for pavement patches that are equal to or greater than 50 cubic yards (roughly equal to an 8' wide by 340' long by 6" thick pavement section). The slump test is to be performed once for every cylinder set (3 cylinders) taken, and no less than 1 cylinder set per day is to be taken for testing when concrete is placed. Test results are to be given to the engineer upon completion of each test. There will be no testing for curb, ramps, and sidewalks.

Asphalt Hot-Mix Pavement – A Nuclear Gauge Density Test is required for either each day that asphalt hot-mix is placed or for every 250 linear feet of asphalt hot-mix pass, whichever results in more frequent testing. The laboratory density limits will be a minimum limit of 96%, a maximum limit of 98%, and an optimum limit of 97%. The acceptable field density range for construction of this project is 93% - 98% with a target density of 95%. Test results are to be given to the Engineer upon completion of each test.

Asphalt Hot-Mix Pavement For Trench Repair – A Nuclear Gauge Density Test is required only if directed by the Engineer for pavement patches that are equal to or greater than 620 square yards (roughly equal to an 8' wide by 700' long pavement section). The laboratory density limits will be a minimum limit of 96%, a maximum limit of 98%, and an optimum limit of 97%. The acceptable field density limit will be a minimum limit of 93%, a maximum limit of 98%, and an optimum limit of 95%. Test results are to be given to the Engineer upon completion of each test.

Water Pipes & Fittings – Perform Pressure Testing and Bacterial Testing (Bac T)/Chlorination testing for all water mains and fire hydrants.

- Pressure Test – Perform test as described in the City of Midland Water Line Specifications, PART 10, Hydrostatic Tests, with the sole difference being that a continuous pressure of 180 pounds per square inch (psi) must be maintained over a continuous period of not less than four (4) hours rather than eight (8) hours. The acceptable field pressure limit will be a minimum 180 psi and a maximum 185 psi. A 2-3 psi drop in the measured pipe pressure during the first two (2) hour period will be acceptable to account for the compression of air within the pipe so long as the minimum and maximum allowed field pressure limits are not exceeded. There can be no variation in the measured pipe pressure during the last two (2) hours of the pressure test.

- Bac T/Chlorination Testing – Perform disinfection and test as described in the City of Midland Water Line Specifications, Part 9, Disinfection Of Pipe Lines.

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

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

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

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

18. COMPLIANCE:

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

19. PERSONNEL:

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

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

20. INTENT OF THE PROPOSAL:

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

21. CONTRACT DEADLINE:

The deadline for substantial completion of this project is __240___ calendar days total starting from the Notice to Proceed date.

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

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

22. WARRANTY PERIOD:

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

23. BID PACKET COMPLETION ITEMS OF NOTE:

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

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

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

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

Bidders must provide documentation to the City of Midland within one (1) calendar week of being notified that they are the lowest responsible bidder proving that they possess active licenses that are equivalent to or a higher class than a Water Operator D license and also equivalent to or a higher class than either a Wastewater D license or a Class 1 Collections license, and the Contractor must maintain both of these active licenses for the entirety of the project. Any bidder that fails to provide this required documentation for both licenses before the end of the one (1) calendar week deadline will be rejected as a non-responsive bid, and the bidder with the next lowest responsible bid will be notified that they are now the lowest responsible bidder. If a Contractor allows either or both of the required licenses to lapse at any time during the course of the project then all work under this project will be halted and the City of Midland will have sole discretion to either allow the Contractor to renew both of their active licenses before resuming work or to end the project immediately.

PROPOSAL

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

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

Project Name: Wadley Avenue Extension

Base Bid: Miscellaneous Items				
Item No.	Quantity	Description	Unit Price	Total Amount
1)	1 LS	Mobilization, furnished, installed, complete and in place, for the sum of: _____dollars and _____cents per month. (Pay Note M1)	$_____	$_____
2)	1 LS	Erosion/Sediment Control, furnished, installed, complete and in place, for the sum of: _____dollars and _____cents per month. (Pay Note M2)	$_____	$_____
3)	1 LS	Traffic Control, furnished, installed, complete and in place, for the sum of: _____dollars and _____cents per month. (Pay Note M3)	$_____	$_____
4)	1 LS	Job Site Safety, furnished, installed, complete and in place, for the sum of: _____dollars and _____cents per month. (Pay Note M4)	$_____	$_____
Total Miscellaneous Items 1-4		$_____		

Base Bid: Demolition Items				
Item No.	Quantity	Description	Unit Price	Total Amount
1)	55 STA	Preparation of Right-of-Way, complete and in place, for the sum of: _____dollars and _____cents per acre. (Pay Note D1)	$_____	$_____
2)	18,781 CY	Unclassified Roadway Excavation, complete and in place, for the sum of: _____dollars and _____cents per square yard. (Pay Note D2)	$_____	$_____
3)	33,843 CY	Unclassified Channel Excavation, complete and in place, for the sum of: _____dollars and _____cents per cubic yard. (Pay Note D2)	$_____	$_____
4)	1,896 SY	Removal & Dispose of Existing Unclassified Pavement, complete and in place, for the sum of: _____dollars and _____cents per square yard. (Pay Note D3)	$_____	$_____
5)	80 SY	Removal & Dispose of Existing Unclassified Concrete Pavement, complete and in place, for the sum of: _____dollars and _____cents per square yard. (Pay Note D4)	$_____	$_____
6)	358 LF	Removal & Dispose of Existing Concrete Curb & Gutter, complete and in place, for the sum of: _____dollars and _____cents per linear foot. (Pay Note D5)	$_____	$_____
7)	2,661 LF	Removal & Disposal of Existing Fence, complete and in place, for the sum of: _____dollars and _____cents per linear foot. (Pay Note D6)	$_____	$_____
Total Demolition Items 1-7		$_____		

Base Bid: Storm Drain Items				
Item No.	Quantity	Description	Unit Price	Total Amount
1)	160 CY	Unclassified Channel Embankment (Density Controlled), furnished, installed, complete and in place, for the sum of: _____dollars and _____cents per cubic yard. (Pay Note SD1)	$_____	$_____
2)	1,103 LF	24" Reinforced Concrete Pipe (RCP), Storm Drain, furnished, installed, complete and in place, for the sum of: _____dollars and _____cents per linear foot. (Pay Note SD2)	$_____	$_____
3)	875 LF	36" Reinforced Concrete Pipe (RCP), Storm Drain, furnished, installed, complete and in place, for the sum of: _____dollars and _____cents per linear foot. (Pay Note SD2)	$_____	$_____
4)	938 LF	48" Reinforced Concrete Pipe (RCP), Storm Drain, furnished, installed, complete and in place, for the sum of: _____dollars and _____cents per linear foot. (Pay Note SD2)	$_____	$_____
5)	63 LF	24" ASTM F2619, HDPE, Storm Drain Force Main, furnished, installed, complete and in place, for the sum of: _____dollars and _____cents per linear foot. (Pay Note SD2)	$_____	$_____
6)	34 LF	36" ASTM F2619, HDPE, Storm Drain Force Main, furnished, installed, complete and in place, for the sum of: _____dollars and _____cents per linear foot. (Pay Note SD2)	$_____	$_____

Base Bid: Storm Drain Items				
Item No.	Quantity	Description	Unit Price	Total Amount
7)	5 EA	5' Reinforced Concrete Curb Inlet (Left), furnished, installed, complete and in place, for the sum of: _____dollars and _____cents per each. (Pay Note SD3)	$_____	$_____
8)	1 EA	5' Reinforced Concrete Curb Inlet (Right), furnished, installed, complete and in place, for the sum of: _____dollars and _____cents per each. (Pay Note SD3)	$_____	$_____
9)	2 EA	5' Reinforced Concrete Curb Inlet (Both), furnished, installed, complete and in place, for the sum of: _____dollars and _____cents per each. (Pay Note SD3)	$_____	$_____
10)	2 EA	20' Reinforced Concrete Curb Inlet, furnished, installed, complete and in place, for the sum of: _____dollars and _____cents per each. (Pay Note SD3)	$_____	$_____
11)	64 CY	6" Concrete Rip-Rap, furnished, installed, complete and in place, for the sum of: _____dollars and _____cents per cubic yard. (Pay Note SD4)	$_____	$_____
12)	1 EA	12" Waterline Lowering, furnished, installed, complete and in place, for the sum of: _____dollars and _____cents per square yard. (Pay Note SD5)	$_____	$_____
Total Miscellaneous Items 1-12		$_____		

Base Bid: Structural Items				
Item No.	Quantity	Description	Unit Price	Total Amount
1)	3,587 LF	Wire Fence, furnished, installed, complete and in place, for the sum of: _____dollars and _____cents per linear foot. (Pay Note ST1)	$_____	$_____
2)	1 EA	Panel Gate, furnished, installed, complete and in place, for the sum of: _____dollars and _____cents per linear foot. (Pay Note ST1)	$_____	$_____
Total Structural Items 1-2		$_____		

Base Bid: Paving Items				
Item No.	Quantity	Description	Unit Price	Total Amount
1)	44,375 SY	Subgrade Preparation (Depth ≤ 8”), furnished, installed, complete and in place, for the sum of: _____dollars and _____cents per square yard. (Pay Note P1)	$_____	$_____
2)	12,501 CY	Unclassified Embankment (Density Controlled), furnished, installed, complete and in place, for the sum of: _____dollars and _____cents per cubic yard. (Pay Note P2)	$_____	$_____
3)	4,331 TON	2” Type D HMAC Asphalt Pavement Surface Course (PG70-22, 110 LBS / SY @ 1” Thick), furnished, installed, complete and in place, for the sum of: _____dollars and _____cents per ton. (Pay Note P3)	$_____	$_____
4)	6,494 TON	3” Type C HMAC Asphalt Pavement Surface Course (PG64-22, 110 LBS / SY @ 1” Thick), furnished, installed, complete and in place, for the sum of: _____dollars and _____cents per ton. (Pay Note P4)	$_____	$_____
5)	44,375 SY	12” Flexible Base (Type A, Grade 4), furnished, installed, complete and in place, for the sum of: _____dollars and _____cents per square yard. (Pay Note P5)	$_____	$_____
6)	13,314 GAL	Bituminous Prime Coat (MC-30, 0.20 Gal / SY), furnished, installed, complete and in place, for the sum of: _____dollars and _____cents per gallon. (Pay Note P6)	$_____	$_____
7)	3,766 GAL	Tack Coat (MC-30, 0.10 Gal / SY), furnished, installed, complete and in place, for the sum of: _____dollars and _____cents per gallon. (Pay Note P7)	$_____	$_____

Base Bid: Paving Items				
Item No.	Quantity	Description	Unit Price	Total Amount
8)	1 LS	6" Concrete Median, furnished, installed, complete and in place, for the sum of: _____dollars and _____cents per square yard. (Pay Note P8)	$_____	$_____
9)	89 SY	6" Concrete Valley Gutter, furnished, installed, complete and in place, for the sum of: _____dollars and _____cents per square yard. (Pay Note P9)	$_____	$_____
10)	293 SY	6" Commercial Concrete Driveway Approach, furnished, installed, complete and in place, for the sum of: _____dollars and _____cents per square yard. (Pay Note P10)	$_____	$_____
11)	10,728 LF	Type A Concrete Curb & Gutter, furnished, installed, complete and in place, for the sum of: _____dollars and _____cents per linear foot. (Pay Note P11)	$_____	$_____
12)	8,325 LF	Type C Concrete Curb & Gutter, furnished, installed, complete and in place, for the sum of: _____dollars and _____cents per linear foot. (Pay Note P11)	$_____	$_____
13)	80 LF	Sawtooth Curb & Gutter, furnished, installed, complete and in place, for the sum of: _____dollars and _____cents per linear foot. (Pay Note P11)	$_____	$_____
14)	7,806 SY	Microsurfacing, furnished, installed, complete and in place, for the sum of: _____dollars and _____cents per each. (Pay Note P12)	$_____	$_____

Base Bid: Paving Items				
Item No.	Quantity	Description	Unit Price	Total Amount
15)	1 EA	Fire Hydrant Relocation, furnished, installed, complete and in place, for the sum of: _____dollars and _____cents per each. (Pay Note P13)	$_____	$_____
16)	4 EA	Manhole Ring & Cover Adjustment, furnished, installed, complete and in place, for the sum of: _____dollars and _____cents per each. (Pay Note P14)	$_____	$_____
Total Paving Items 1-16		$_____		

Base Bid: Traffic Items				
Item No.	Quantity	Description	Unit Price	Total Amount
1)	12,608 LF	Retroreflectorized Pavement Markings, TxDOT Item 666 (4" White, Solid), furnished, installed, complete and in place, for the sum of: _____dollars and _____cents per linear foot. (Pay Note T1)	$_____	$_____
2)	3,212 LF	Retroreflectorized Pavement Markings, TxDOT Item 666 (4" White, Broken), furnished, installed, complete and in place, for the sum of: _____dollars and _____cents per linear foot. (Pay Note T1)	$_____	$_____
3)	1,212 LF	Retroreflectorized Pavement Markings, TxDOT Item 666 (8" White, Solid), furnished, installed, complete and in place, for the sum of: _____dollars and _____cents per linear foot. (Pay Note T1)		
4)	25 LF	Retroreflectorized Pavement Markings, TxDOT Item 666 (24" White, Solid), furnished, installed, complete and in place, for the sum of: _____dollars and _____cents per linear foot. (Pay Note T1)		
5)	100 LF	Retroreflectorized Pavement Markings, TxDOT Item 666 (4" White, Dot), furnished, installed, complete and in place, for the sum of: _____dollars and _____cents per linear foot. (Pay Note T1)		
6)	4,365 LF	Retroreflectorized Pavement Markings, TxDOT Item 666 (4" Yellow, Solid), furnished, installed, complete and in place, for the sum of: _____dollars and _____cents per linear foot. (Pay Note T1)	$_____	$_____

Base Bid: Traffic Items				
Item No.	Quantity	Description	Unit Price	Total Amount
7)	1,155 LF	Retroreflectorized Pavement Markings, TxDOT Item 666 (4" Yellow, Broken), furnished, installed, complete and in place, for the sum of: _____dollars and _____cents per linear foot. (Pay Note T1)	$_____	$_____
8)	3 EA	Prefabricated Pavement Markings, (White, Arrow Symbol), furnished, installed, complete and in place, for the sum of: _____dollars and _____cents per each. (Pay Note T2)	$_____	$_____
9)	3 EA	Prefabricated Pavement Markings, (White, Bike Lane Symbol), furnished, installed, complete and in place, for the sum of: _____dollars and _____cents per each. (Pay Note T2)	$_____	$_____
10)	3 EA	Prefabricated Pavement Markings, (White, Pavement Letter), furnished, installed, complete and in place, for the sum of: _____dollars and _____cents per each. (Pay Note T2)	$_____	$_____
11)	4 EA	Prefabricated Pavement Markings, (Yellow, Median Nose), furnished, installed, complete and in place, for the sum of: _____dollars and _____cents per each. (Pay Note T2)	$_____	$_____
12)	9 EA	Small Sign Assembly, furnished, installed, complete and in place, for the sum of: _____dollars and _____cents per each. (Pay Note T3)	$_____	$_____

Base Bid: Traffic Items				
Item No.	Quantity	Description	Unit Price	Total Amount
13)	162 EA	Retroreflective Raised Pavement Marker TY I-C, furnished, installed, complete and in place, for the sum of: _____dollars and _____cents per each. (Pay Note T4)	$_____	$_____
14)	59 EA	Retroreflective Raised Pavement Marker TY II-A-A, furnished, installed, complete and in place, for the sum of: _____dollars and _____cents per each. (Pay Note T4)	$_____	$_____
Total Traffic Items 1-14		$_____		

Bid Price For:	
1. Miscellaneous Items	$_____
2. Demolition Items	$_____
3. Storm Drain Items	$_____
4. Paving Items	$_____
5. Traffic Items	$_____
Total Price	$_____

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

_____dollars

and _____ cents total.

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

Bidder agrees to substantially complete all work within _240_ calendar days after receipt of notice to proceed.

PUBLIC INFORMATION

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

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

_____dollars

and _____ cents total. ($_____)

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

_____

Name of Contractor

_____

Submitted By Print Name and Title

_____

Mailing Address

_____

City State Zip

W. Wadley Avenue Extension
Pre-Bid Meeting Agenda
Project No. P20-03
November 16, 2022

Discussion Items

1. Sign-In Sheet

2. Personnel Overview

   - Jose Ortiz – Director Engineering Services
   - Gabe McClelland – Senior Engineering Manager
   - Josh Ferguson – Assistant City Engineer
   - Bobby Wojciechowski – Capital Improvement Project Manager
   - Carl Craigo – Utilities Director
   - Rex Swearinger – Water & Wastewater Operations Superintendent, utility coordination
   - Taha Sakrani – Senior Traffic Engineer
   - Troy Clabaugh – Traffic Operations Superintendent
   - Jesse Trejo – Construction Manager, construction management & inspections
   - Madison Brasuell – Project Manager
   - Andy Navarro – Franchise Utility Coordinator
   - Michael Williams – Stormwater Manager
   - Natalie Burgard – Administrative Assistant, document processing & payments
   - Erika Martinez – Purchasing Manager, conduct bid process & bid opening

3. Project Overview and Scope
   - The project will include the installation of proposed paving, drainage, and storm drain infrastructure and appurtenances including all necessary mobilization, saw-cutting, pavement removal, milling, excavation, backfill, compaction, form work, pavement placement, inlay and joint sealing. This includes but is not limited to placement of erosion control measures, traffic control, stabilization, utility cover adjustments, coordination with City of Midland staff and organizations such as TxDOT, OSHA, franchise utilities, etc. as needed, One Call (Texas 811) notifications for pending work, notifications to adjacent property owners as directed by City of Midland staff, and all other work to be performed as outlined in the Construction Drawings and Specifications, to satisfactorily complete the work.
4. Bid Process
   - Pre-Bid meeting attendance is non-mandatory to bid on this project.
   - ATTENTION: All questions submitted before or after the Non-Mandatory Pre-Bid Meeting must be submitted via email to the following email address:

     bwojciechowski@midlandtexas.gov

   - Purpose of bids is to establish unit prices.
   - Quantities listed in the Proposal are not indicative of or guarantees of the actual project.

- Addendum distributed by email the Friday afternoon following the Pre-Bid Meeting.
  - The deadline to ask or send questions for the addendum is this Friday, November 18th, 2022 at Noon.
  - Questions asked after the Noon deadline will be directed to the information already provided in the bid documents or included in the Addendum.
- ATTENTION: Bidders are to submit bids either by mail or in person. If bidders choose to mail their bid packets in, then they are to mail the bid packet to one of the addresses listed below:

  USPS Mailing Address:
  City of Midland, Texas
  Attn: City Secretary's Office
  P.O. Box 1152
  Midland, TX 79702

  – OR –

  Physical Address for mail carriers other than USPS:
  City of Midland, Texas
  Attn: City Secretary's Office
  300 North Loraine St., Suite 330
  Midland, TX 79701

  If bid packets are delivered in person then bidders must drop the bid packets off at the first-floor front desk of City Hall before the bid opening deadline.

- **Bid Opening is Wednesday, November 30, 2022 at 2:00 PM** in the City of Midland Basement Conference Room located on the 1st Floor of Midland's City Hall.
  - The Bid Opening will be open to the public, and bidders are free to attend in person.
  - No late bids will be accepted.
  - Bidders must be willing to sign the contract as is.
  - Bidders must complete the conflict of interest forms if applicable.
  - Bidders must fill out all bid items in the Proposal. If bid items are left blank then the bid will be considered non-responsive.
  - Bidders have sole responsibility for making sure they have and acknowledge all addendums provided. If all acknowledgement forms are not included with the bid packet submittal then the bid will be considered non-responsive.

5. Notice to Proceed
   - Date of Notice to Proceed to be determined at the Pre-Construction Meeting.
   - Pre-Construction Meeting date will be set after the program bid is awarded.
6. Payment
   - Payment will be as described in the Bid Packet's Special Provisions, 4. Payment.
   - Payment to be made for material delivered only for bid items specifically indicated in Special Provisions, 4. Payment. All other payments to be made after 100% work completion, with no other material delivery payments, partial payments, or payments for mobilization.
   - Work is considered 100% complete when the project Work Order is completed and signed by both the City Inspector and the Contractor.
     - When a project has items paid upon material delivery, there are to be two Work Orders. The first Work Order will include all items to be paid upon material delivery, and the second will include all other items applicable to the project in question.

- Work Orders and invoices are to be itemized and match the bid items listed in the bid packet Proposal.
- Recommended that invoices state “Invoice Due Upon Receipt”, or have a due date that is two (2) weeks after the date the invoice is submitted.

7. Address Project Specifics
   - City Inspector must be notified of all work occurring and be able to perform inspections on any construction or installation that occurs.
   - Typically work times are Monday – Friday from 8:00 AM – 5:00 PM. No work earlier than 7:00 AM or later than 8:00 PM without City permission unless for emergency conditions.
   - Work is not to occur on Sundays or legal holidays unless required for emergency situations.
   - Work is not to occur on Saturdays unless requested by Contractor in writing at least 48-hours in advance and approved by the City Engineer.
   - Contractor will be responsible for coordinating with landowners in regard to fence removals, property access, etc.
   - This project will require coordination with existing culvert crossings at Hwy 158 that have been completed by others.
   - The requirement for the Water License is included for this bid. Please make sure you submit proof of an active license in the bid packet.
   - The pay notes for project mobilization, job site safety, etc. are different from others in the past. This will be bid as a lump sum and paid on a prorated basis. Please prepare the bids accordingly.

8. Address Pre-Bid Question
   - An addendum will be issued on Friday, November 18, 2022 after the noon deadline.
9. Any Additional Questions

Please direct all questions or comments following the Pre-Bid Meeting to Bobby Wojciechowski with the City of Midland.

Engineering Services

Bobby Wojciechowski
Phone: (432) 685-7519
Email: bwojciechowski@midlandtexas.gov

Madison Brasuell
Phone: (432) 685-7289
Email: mbrasuell@midlandtexas.gov

Pre-Bid Meeting Attendance
P20-03
W. Wadley Avenue Extension
Date: 11.16.2022 - 2:00 PM

☑	Name *(Please Print)*	Company Name *(Please Print)*	Phone Number	Fax Number	Email
✓	Madison Brasuell	City of Midland	(432) 685-7289	-	mbrasuell@midlandtexas.gov
	Bobby Wojciechowski	City of Midland	(432) 685-7519	-	bwojciechowski@midlandtexas.gov
	Erika Martinez	" "	(432)685-7980		emanz@midlandtexas.gov
	JOHN McDONALD	Permian Paving	432 425 1214		Permian Paving Inc@1Cloud.com
	[illegible]	Reece Albert inc			georgew@reecealbertinc.com
	Kyle Gould	Reece Albert	325-653-1241		KYLEG@REECEALBERTINC.COM
	Jesse Ramirez	Reece Albert.cn	432-570-0481		jesser@reecealbertinc.com
	Kenneth Ford	Jones Bros	332-0721		k.ford@jonesdp.com
	Josh Ferguson	City of Midland	(432)685-7290		jferguson@midlandtexas.gov
	Robin Boler	Boler	4326940660		robin@boler.net
	Greg Boler	Boler	432694-0660		greg@boler.net
	Bobby Wojciechowski	CM	432 685 7519		bwojciechowski@midlandtexas.gov

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October 26. 2022

Bobby Wojciechowski
CIP Manager
City of Midland

Re: Wadley Avenue – Final Plans
Notes for Construction

Due to the dynamic state of construction in the project area, the following notes have been provided to assist the City in understanding some decisions made in the development of these plans and take appropriate action during the construction phase.

Drainage

Pilot Channel/Cross Culverts

The Pilot Channel is designed to be 2' above the Ultimate Jal Draw flowline and is intended to provide some minimum level of conveyance that accommodates the culvert and storm drain flows and daylights to the east, to the already excavated area of the Jal Draw.

Some overexcavation has occurred within the between the pilot channel and the Ultimate Jal Draw and the City should be mindful to instruct contractors that embankment is necessary to establish the 'hinge point' as shown in the typical sections, but embankment is not required on the Jal Draw side of the pilot channel flowline.

Minor adjustments to the concrete outfalls for cross culverts may be required in the field based on the dynamic status of the Jal Draw excavation.

Utilities

Sewer Manhole Adjustments

Based on our inlay of the Sanitary Sewer CAD files we received from Maverick Engineering, we see one sanitary sewer manhole that will need to be adjusted to finished grade within the roadbed (Station 215+60). We've added three additional sewer manhole adjustments to our OPCC to allow the City greater flexibility to make these adjustments outside of the ROW near the pilot channel if deemed necessary.

Waterline Adjustments

Based on our inlay of our SUE Level B, there is a 12" waterline that is likely in conflict with the cross-culvert referenced on Sheet STORM-04. A pay item has been added to account for this waterline relocation, and at this time, it's unknown if it will be shifted horizontally, vertically, or both to avoid the conflict, so all relevant City of Midland standard details have been included in the plans.

Fire Hydrant Relocation

The plans call for a single fire hydrant relocation, the remaining hydrants appeared to be a sufficient distance behind back of curb such that a relocation is not necessary at this time.

Franchise Utilities

The eastern half of the project contains some franchise utilities in the City ROW. The major conflicts are with overhead utility poles that appear to have both electric and communications lines. There is also a potential conflict for underground electric and the parallel storm drain around station 253+00. We recommend coordination with these franchise utilities about conflicts and relocation as soon as possible.

Earthwork

Roadway vs. Pilot Channel vs. Culvert 'holes'

There are three major contributing factors to earthwork for this project. Knowing that there is earthwork underway while this project is not yet constructed, please see the contributing source of earthwork, what the quantity represents, and where it's summarized in the Quantity Summary Table.

- Roadway Excavation – Earthwork needed for the installation of the proposed typical section. Summarized in the Roadway Quantity Summary Table
- Channel Excavation (Pilot Channel) – Earthwork needed for the shaping of the Pilot Channel. Summarized in the Drainage Quantity Summary Table for 6 Pilot Channel Sheets
  Channel Excavation (Culvert 'holes') – Earthwork needed to excavate and construct the proposed upstream headwalls for cross-culverts. Summarized in the Drainage Quantity Summary Table for 5 Culvert Layout Sheets.

Project Limits

Timing of this project vs. TxDOT project

The tie in at the western limit of the project may not be installed prior to this project going to construction. City may need to request minor overruns on roadway quantities to complete pavement to a logical limit. Be aware that there is a proposed culvert required by the TxDOT project that will cross Wadley Avenue in this vicinity and if it's not installed prior to construction, some of the improvements installed with this project will need to be removed and replaced to accommodate that culvert.

Grasslands plans

Grasslands has a proposed road that currently dead ends in a stub just south of our driveway at Station 251+00. If the City and Developer agree, this driveway could be modified to be more like the street return proposed at Thistle Drive.

Pay Items

Pay Notes

SWPPP

Specific erosion and sediment control BMPs are itemized, noted, and detailed in the plans including location and quantity for the contractor's benefit. Payment for SWPPP will be based on a Lump Sum for the installation, maintenance, and removal of all temporary BMPs.

Microsurface

The referenced TxDOT specification calls for measurement by the ton, but City of Midland has historically bid their Microsurface maintenance projects by the square yard, so for this project, Microsurface will be measured and paid by the square yard.

TxDOT Items

Included in the deliverables is a list of TxDOT specifications specifically referenced in the quantity summary tables and corresponding general notes from the Odessa District.

Basis of Measurement

HMAC Type C and Type D

Estimated at 115 lb/sy/in

Prime Coat

Estimated at 0.3 gal/sy

Tack Coat

Estimated at 0.1 gal/sy

Concrete Median

Estimated at ~$150/SY

CITY OF MIDLAND

CONSTRUCTION PLANS FOR

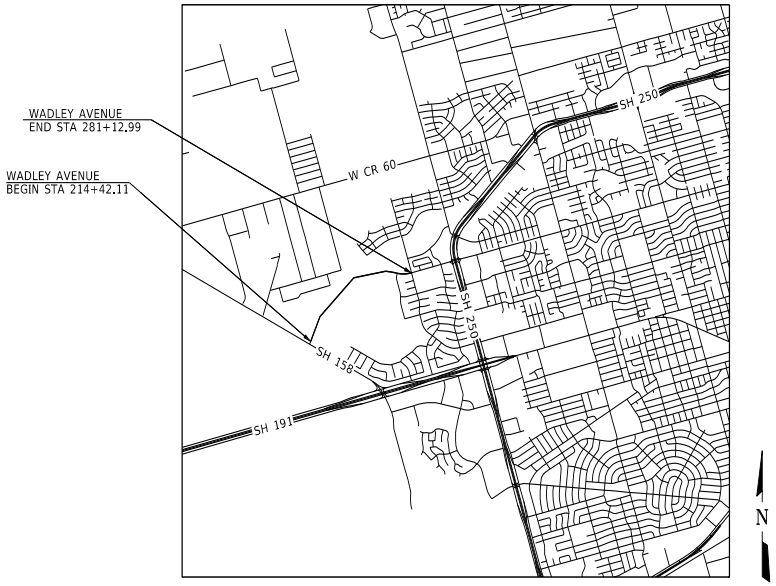
WADLEY AVENUE EXTENSION

DESIGN SPEED = 40 MPH
PROJECT NO. 20418
FUNCTIONAL CLASSIFICATION: MINOR ARTERIAL

NOVEMBER 2022

CITY COUNCIL

LORI BLONG	· MAYOR
SCOTT DUFFORD	· DISTRICT 1
JOHN NORMAN	· DISTRICT 2
JACK LADD	· DISTRICT 3
AMY STRETCHER BURKES	· DISTRICT 4
DAN CORRALES	· AT-LARGE
ROBIN POOLE	· AT-LARGE



CITY OF MIDLAND
N.T.S.

CITY MANAGER

ROBERT PATRICK

ENGINEERING SERVICES DIRECTOR

JOSE ORTIZ

APPROVED
10/31/2022
ENGINEERING

AUTHORIZATION TO CONSTRUCT CITY INFRASTRUCTURE

The issuance or granting of this APPROVAL shall not be construed to be an authorization for any violation of any of the provisions of the City Code, of any City Ordinance, of the City Standard Details & Specifications, or of any other ordinance or adopted policy of the City of Midland jurisdiction. APPROVALS presuming to give authority to violate or cancel the provisions of of the City Code, of any City Ordinance, of the City Standard Details & Specifications, or of any other ordinance or adopted policy of the City of Midland jurisdiction shall be void. The issuance of this APPROVAL based on the construction drawings and other data submitted to the Engineering Services Department shall not prevent the Director of Engineering Services Department from requiring the correction of errors in the construction drawings and other data. The Director of Engineering Services Department is authorized to deny acceptance or use of infrastructure where such infrastructure is in violation of the City Code, of any City Ordinance, of the City Standard Details & Specifications, or of any other ordinance or adopted policy of the City of Midland jurisdiction.

STATE OF TEXAS
KEVIN MORRIS
105091
LICENSED
PROFESSIONAL ENGINEER

11/18/2022
FREESE AND NICHOLS, INC.
TEXAS REGISTERED ENGINEERING FIRM F-2144
FREESE AND NICHOLS

CITY PROJECT NUMBER P20-03

MDV20418

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October 26. 2022

Bobby Wojciechowski
CIP Manager
City of Midland

Re: Wadley Avenue – Final Plans
Notes for Construction

Due to the dynamic state of construction in the project area, the following notes have been provided to assist the City in understanding some decisions made in the development of these plans and take appropriate action during the construction phase.

Drainage

Pilot Channel/Cross Culverts

The Pilot Channel is designed to be 2' above the Ultimate Jal Draw flowline and is intended to provide some minimum level of conveyance that accommodates the culvert and storm drain flows and daylights to the east, to the already excavated area of the Jal Draw.

Some overexcavation has occurred within the between the pilot channel and the Ultimate Jal Draw and the City should be mindful to instruct contractors that embankment is necessary to establish the 'hinge point' as shown in the typical sections, but embankment is not required on the Jal Draw side of the pilot channel flowline.

Minor adjustments to the concrete outfalls for cross culverts may be required in the field based on the dynamic status of the Jal Draw excavation.

Utilities

Sewer Manhole Adjustments

Based on our inlay of the Sanitary Sewer CAD files we received from Maverick Engineering, we see one sanitary sewer manhole that will need to be adjusted to finished grade within the roadbed (Station 215+60). We've added three additional sewer manhole adjustments to our OPCC to allow the City greater flexibility to make these adjustments outside of the ROW near the pilot channel if deemed necessary.

Waterline Adjustments

Based on our inlay of our SUE Level B, there is a 12" waterline that is likely in conflict with the cross-culvert referenced on Sheet STORM-04. A pay item has been added to account for this waterline relocation, and at this time, it's unknown if it will be shifted horizontally, vertically, or both to avoid the conflict, so all relevant City of Midland standard details have been included in the plans.

Fire Hydrant Relocation

The plans call for a single fire hydrant relocation, the remaining hydrants appeared to be a sufficient distance behind back of curb such that a relocation is not necessary at this time.

Franchise Utilities

The eastern half of the project contains some franchise utilities in the City ROW. The major conflicts are with overhead utility poles that appear to have both electric and communications lines. There is also a potential conflict for underground electric and the parallel storm drain around station 253+00. We recommend coordination with these franchise utilities about conflicts and relocation as soon as possible.

Earthwork

Roadway vs. Pilot Channel vs. Culvert 'holes'

There are three major contributing factors to earthwork for this project. Knowing that there is earthwork underway while this project is not yet constructed, please see the contributing source of earthwork, what the quantity represents, and where it's summarized in the Quantity Summary Table.

- Roadway Excavation – Earthwork needed for the installation of the proposed typical section. Summarized in the Roadway Quantity Summary Table
- Channel Excavation (Pilot Channel) – Earthwork needed for the shaping of the Pilot Channel. Summarized in the Drainage Quantity Summary Table for 6 Pilot Channel Sheets
  Channel Excavation (Culvert 'holes') – Earthwork needed to excavate and construct the proposed upstream headwalls for cross-culverts. Summarized in the Drainage Quantity Summary Table for 5 Culvert Layout Sheets.

Project Limits

Timing of this project vs. TxDOT project

The tie in at the western limit of the project may not be installed prior to this project going to construction. City may need to request minor overruns on roadway quantities to complete pavement to a logical limit. Be aware that there is a proposed culvert required by the TxDOT project that will cross Wadley Avenue in this vicinity and if it's not installed prior to construction, some of the improvements installed with this project will need to be removed and replaced to accommodate that culvert.

Grasslands plans

Grasslands has a proposed road that currently dead ends in a stub just south of our driveway at Station 251+00. If the City and Developer agree, this driveway could be modified to be more like the street return proposed at Thistle Drive.

Pay Items

Pay Notes

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Tack Coat

Estimated at 0.1 gal/sy

Concrete Median

Estimated at ~$150/SY

SPECIAL PROVISIONS

ATTENTION: All Bidders are directed to pay special attention to the NOTICE TO BIDDERS section of the bid packet. Bidders have sole responsibility for complying with the current bid process requirements. Bidders also have sole responsibility for verifying that any bid submitted is completed correctly and includes all of the required documentation, including addendums.

1. SCOPE OF WORK:

Included in this Project will be **Wadley Avenue Extension** to be performed as outlined in the Plans and Specifications, which are necessary to satisfactorily complete the work.

The project will include the installation of proposed paving, drainage, and storm drain infrastructure and appurtenances including all necessary mobilization, saw-cutting, pavement removal, milling, excavation, backfill, compaction, form work, pavement placement, inlay and joint sealing. This includes but is not limited to placement of erosion control measures, traffic control, stabilization, utility cover adjustments, coordination with City of Midland staff and organizations such as TxDOT, OSHA, franchise utilities, etc. as needed, One Call (Texas 811) notifications for pending work, notifications to adjacent property owners as directed by City of Midland staff, and all other work to be performed as outlined in the Construction Drawings and Specifications, to satisfactorily complete the work.

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

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

2. ORDER OF PRECEDENCE:

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

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

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

In the Proposal the long-hand dollar amount written in the Description column for each bid item will take precedence over the numerical dollar amount listed in the Unit Price column if there is a discrepancy between the two.

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

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

3. EXAMINATION OF SITE:

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

4. PAYMENT:

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

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

5. SAFETY REQUIREMENTS:

It is the responsibility of the Contractor to follow and comply at all times with Occupational Safety and Health Administration (OSHA) and all other applicable safety regulations and requirements throughout the course of the project's work. The City of Midland reserves the right to require additional safety measures on the project site at any time if they are needed in the opinion of the Engineer for the safety of the work crews or public.

6. SAFETY RESTRICTIONS – WORK NEAR HIGH VOLTAGE LINES:

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

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

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

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

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

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

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

7. TRAFFIC CONTROL:

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

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

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

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

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

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

8. DETOURS:

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

9. PROPERTY AND RIGHT-OF-WAY ACCESS:

Access to adjacent properties must be maintained at all times unless otherwise directed by the Engineer. If the contractor will not be working in an area for a period of one week or more, special care is to be taken to address any unsafe conditions such as excavated areas or obstructions outside the worked area that could be tripping hazards, etc. Contractor must notify affected properties no less than two (2) business days prior to any planned access interruptions.

Contractor must coordinate with the City of Midland regarding any planned access interruptions for public Right-of-Way, or to restore any public infrastructure damaged during construction activities.

10. PROPERTY AND RIGHT-OF-WAY SERVICE:

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

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

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

11. CONSTRUCTION SCHEDULE:

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

12. CONSTRUCTION STAKING:

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

13. SURVEY:

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

14. CONSTRUCTION MATERIALS:

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

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

> Qualifications of Material Sources – Contractor is only to use pavement mixtures that have a proven record of acceptance by the City of Midland, or another Texas municipality, or have a proven record of meeting similar standards for state highway projects.

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

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

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

15. EROSION CONTROL:

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

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

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

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

16. WASTE MATERIAL:

Excess material from excavation and other construction or demolition activity will become the property of the Contractor. Excess excavation will be disposed of at locations secured by the Contractor and if necessary, approved by the Engineer. No material is to be placed on private property or City property without the approval of the Engineer and the property owner. Removal of excess material, excavation, and waste material are ancillary to the project and not paid as a separate item, unless otherwise noted in the Proposal or Pay Notes.

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

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

17. TESTING:

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

Required testing includes:

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

A. Every 50 cubic yards of concrete placed for concrete pavement between street intersections.

B. Every 50 cubic yards of concrete placed for concrete pavement at a street intersection.

C. Every 2 sets of fillets and valley gutters at street approaches. (1 set = 2 fillets and 1 valley gutter)

D. Every 4 alley approaches or driveway approaches.

E. There will be no testing for curb, ramps, and sidewalks.

Concrete Pavement For Trench Repair – A Slump Test is required only if directed by the Engineer for pavement patches that are equal to or greater than 50 cubic yards (roughly equal to an 8' wide by 340' long by 6" thick pavement section). The slump test is to be performed once for every cylinder set (3 cylinders) taken, and no less than 1 cylinder set per day is to be taken for testing when concrete is placed. Test results are to be given to the engineer upon completion of each test. There will be no testing for curb, ramps, and sidewalks.

Asphalt Hot-Mix Pavement – A Nuclear Gauge Density Test is required for either each day that asphalt hot-mix is placed or for every 250 linear feet of asphalt hot-mix pass, whichever results in more frequent testing. The laboratory density limits will be a minimum limit of 96%, a maximum limit of 98%, and an optimum limit of 97%. The acceptable field density range for construction of this project is 93% - 98% with a target density of 95%. Test results are to be given to the Engineer upon completion of each test.

Asphalt Hot-Mix Pavement For Trench Repair – A Nuclear Gauge Density Test is required only if directed by the Engineer for pavement patches that are equal to or greater than 620 square yards (roughly equal to an 8' wide by 700' long pavement section). The laboratory density limits will be a minimum limit of 96%, a maximum limit of 98%, and an optimum limit of 97%. The acceptable field density limit will be a minimum limit of 93%, a maximum limit of 98%, and an optimum limit of 95%. Test results are to be given to the Engineer upon completion of each test.

Water Pipes & Fittings – Perform Pressure Testing and Bacterial Testing (Bac T)/Chlorination testing for all water mains and fire hydrants.

- Pressure Test – Perform test as described in the City of Midland Water Line Specifications, PART 10, Hydrostatic Tests, with the sole difference being that a continuous pressure of 180 pounds per square inch (psi) must be maintained over a continuous period of not less than four (4) hours rather than eight (8) hours. The acceptable field pressure limit will be a minimum 180 psi and a maximum 185 psi. A 2-3 psi drop in the measured pipe pressure during the first two (2) hour period will be acceptable to account for the compression of air within the pipe so long as the minimum and maximum allowed field pressure limits are not exceeded. There can be no variation in the measured pipe pressure during the last two (2) hours of the pressure test.

- Bac T/Chlorination Testing – Perform disinfection and test as described in the City of Midland Water Line Specifications, Part 9, Disinfection Of Pipe Lines.

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

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

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

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

18. COMPLIANCE:

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

19. PERSONNEL:

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

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

20. INTENT OF THE PROPOSAL:

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

21. CONTRACT DEADLINE:

The deadline for substantial completion of this project is __240___ calendar days total starting from the Notice to Proceed date.

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

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

22. WARRANTY PERIOD:

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

23. BID PACKET COMPLETION ITEMS OF NOTE:

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

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

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

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

Bidders must provide documentation to the City of Midland within one (1) calendar week of being notified that they are the lowest responsible bidder proving that they possess active licenses that are equivalent to or a higher class than a Water Operator D license and also equivalent to or a higher class than either a Wastewater D license or a Class 1 Collections license, and the Contractor must maintain both of these active licenses for the entirety of the project. Any bidder that fails to provide this required documentation for both licenses before the end of the one (1) calendar week deadline will be rejected as a non-responsive bid, and the bidder with the next lowest responsible bid will be notified that they are now the lowest responsible bidder. If a Contractor allows either or both of the required licenses to lapse at any time during the course of the project then all work under this project will be halted and the City of Midland will have sole discretion to either allow the Contractor to renew both of their active licenses before resuming work or to end the project immediately.

PROPOSAL

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

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

Project Name: Wadley Avenue Extension

Base Bid: Miscellaneous Items				
Item No.	Quantity	Description	Unit Price	Total Amount
1)	1 LS	Mobilization, furnished, installed, complete and in place, for the sum of: _____dollars and _____cents per month. (Pay Note M1)	$_____	$_____
2)	1 LS	Erosion/Sediment Control, furnished, installed, complete and in place, for the sum of: _____dollars and _____cents per month. (Pay Note M2)	$_____	$_____
3)	1 LS	Traffic Control, furnished, installed, complete and in place, for the sum of: _____dollars and _____cents per month. (Pay Note M3)	$_____	$_____
4)	1 LS	Job Site Safety, furnished, installed, complete and in place, for the sum of: _____dollars and _____cents per month. (Pay Note M4)	$_____	$_____
Total Miscellaneous Items 1-4		$_____		

Base Bid: Demolition Items				
Item No.	Quantity	Description	Unit Price	Total Amount
1)	55 STA	Preparation of Right-of-Way, complete and in place, for the sum of: _____dollars and _____cents per acre. (Pay Note D1)	$_____	$_____
2)	18,781 CY	Unclassified Roadway Excavation, complete and in place, for the sum of: _____dollars and _____cents per square yard. (Pay Note D2)	$_____	$_____
3)	33,843 CY	Unclassified Channel Excavation, complete and in place, for the sum of: _____dollars and _____cents per cubic yard. (Pay Note D2)	$_____	$_____
4)	1,896 SY	Removal & Dispose of Existing Unclassified Pavement, complete and in place, for the sum of: _____dollars and _____cents per square yard. (Pay Note D3)	$_____	$_____
5)	80 SY	Removal & Dispose of Existing Unclassified Concrete Pavement, complete and in place, for the sum of: _____dollars and _____cents per square yard. (Pay Note D4)	$_____	$_____
6)	358 LF	Removal & Dispose of Existing Concrete Curb & Gutter, complete and in place, for the sum of: _____dollars and _____cents per linear foot. (Pay Note D5)	$_____	$_____
7)	2,661 LF	Removal & Disposal of Existing Fence, complete and in place, for the sum of: _____dollars and _____cents per linear foot. (Pay Note D6)	$_____	$_____
Total Demolition Items 1-7		$_____		

Base Bid: Storm Drain Items				
Item No.	Quantity	Description	Unit Price	Total Amount
1)	160 CY	Unclassified Channel Embankment (Density Controlled), furnished, installed, complete and in place, for the sum of: _____dollars and _____cents per cubic yard. (Pay Note SD1)	$_____	$_____
2)	1,103 LF	24" Reinforced Concrete Pipe (RCP), Storm Drain, furnished, installed, complete and in place, for the sum of: _____dollars and _____cents per linear foot. (Pay Note SD2)	$_____	$_____
3)	875 LF	36" Reinforced Concrete Pipe (RCP), Storm Drain, furnished, installed, complete and in place, for the sum of: _____dollars and _____cents per linear foot. (Pay Note SD2)	$_____	$_____
4)	938 LF	48" Reinforced Concrete Pipe (RCP), Storm Drain, furnished, installed, complete and in place, for the sum of: _____dollars and _____cents per linear foot. (Pay Note SD2)	$_____	$_____
5)	63 LF	24" ASTM F2619, HDPE, Storm Drain Force Main, furnished, installed, complete and in place, for the sum of: _____dollars and _____cents per linear foot. (Pay Note SD2)	$_____	$_____
6)	34 LF	36" ASTM F2619, HDPE, Storm Drain Force Main, furnished, installed, complete and in place, for the sum of: _____dollars and _____cents per linear foot. (Pay Note SD2)	$_____	$_____

Base Bid: Storm Drain Items				
Item No.	Quantity	Description	Unit Price	Total Amount
7)	5 EA	5' Reinforced Concrete Curb Inlet (Left), furnished, installed, complete and in place, for the sum of: _____dollars and _____cents per each. (Pay Note SD3)	$_____	$_____
8)	1 EA	5' Reinforced Concrete Curb Inlet (Right), furnished, installed, complete and in place, for the sum of: _____dollars and _____cents per each. (Pay Note SD3)	$_____	$_____
9)	2 EA	5' Reinforced Concrete Curb Inlet (Both), furnished, installed, complete and in place, for the sum of: _____dollars and _____cents per each. (Pay Note SD3)	$_____	$_____
10)	2 EA	20' Reinforced Concrete Curb Inlet, furnished, installed, complete and in place, for the sum of: _____dollars and _____cents per each. (Pay Note SD3)	$_____	$_____
11)	64 CY	6" Concrete Rip-Rap, furnished, installed, complete and in place, for the sum of: _____dollars and _____cents per cubic yard. (Pay Note SD4)	$_____	$_____
12)	1 EA	12" Waterline Lowering, furnished, installed, complete and in place, for the sum of: _____dollars and _____cents per square yard. (Pay Note SD5)	$_____	$_____
Total Miscellaneous Items 1-12		$_____		

Base Bid: Structural Items				
Item No.	Quantity	Description	Unit Price	Total Amount
1)	3,587 LF	Wire Fence, furnished, installed, complete and in place, for the sum of: _____dollars and _____cents per linear foot. (Pay Note ST1)	$_____	$_____
2)	1 EA	Panel Gate, furnished, installed, complete and in place, for the sum of: _____dollars and _____cents per linear foot. (Pay Note ST1)	$_____	$_____
Total Structural Items 1-2		$_____		

Base Bid: Paving Items				
Item No.	Quantity	Description	Unit Price	Total Amount
1)	44,375 SY	Subgrade Preparation (Depth ≤ 8”), furnished, installed, complete and in place, for the sum of: _____dollars and _____cents per square yard. (Pay Note P1)	$_____	$_____
2)	12,501 CY	Unclassified Embankment (Density Controlled), furnished, installed, complete and in place, for the sum of: _____dollars and _____cents per cubic yard. (Pay Note P2)	$_____	$_____
3)	4,331 TON	2” Type D HMAC Asphalt Pavement Surface Course (PG70-22, 110 LBS / SY @ 1” Thick), furnished, installed, complete and in place, for the sum of: _____dollars and _____cents per ton. (Pay Note P3)	$_____	$_____
4)	6,494 TON	3” Type C HMAC Asphalt Pavement Surface Course (PG64-22, 110 LBS / SY @ 1” Thick), furnished, installed, complete and in place, for the sum of: _____dollars and _____cents per ton. (Pay Note P4)	$_____	$_____
5)	44,375 SY	12” Flexible Base (Type A, Grade 4), furnished, installed, complete and in place, for the sum of: _____dollars and _____cents per square yard. (Pay Note P5)	$_____	$_____
6)	13,314 GAL	Bituminous Prime Coat (MC-30, 0.20 Gal / SY), furnished, installed, complete and in place, for the sum of: _____dollars and _____cents per gallon. (Pay Note P6)	$_____	$_____
7)	3,766 GAL	Tack Coat (MC-30, 0.10 Gal / SY), furnished, installed, complete and in place, for the sum of: _____dollars and _____cents per gallon. (Pay Note P7)	$_____	$_____

Base Bid: Paving Items				
Item No.	Quantity	Description	Unit Price	Total Amount
8)	1 LS	6" Concrete Median, furnished, installed, complete and in place, for the sum of: _____dollars and _____cents per square yard. (Pay Note P8)	$_____	$_____
9)	89 SY	6" Concrete Valley Gutter, furnished, installed, complete and in place, for the sum of: _____dollars and _____cents per square yard. (Pay Note P9)	$_____	$_____
10)	293 SY	6" Commercial Concrete Driveway Approach, furnished, installed, complete and in place, for the sum of: _____dollars and _____cents per square yard. (Pay Note P10)	$_____	$_____
11)	10,728 LF	Type A Concrete Curb & Gutter, furnished, installed, complete and in place, for the sum of: _____dollars and _____cents per linear foot. (Pay Note P11)	$_____	$_____
12)	8,325 LF	Type C Concrete Curb & Gutter, furnished, installed, complete and in place, for the sum of: _____dollars and _____cents per linear foot. (Pay Note P11)	$_____	$_____
13)	80 LF	Sawtooth Curb & Gutter, furnished, installed, complete and in place, for the sum of: _____dollars and _____cents per linear foot. (Pay Note P11)	$_____	$_____
14)	7,806 SY	Microsurfacing, furnished, installed, complete and in place, for the sum of: _____dollars and _____cents per each. (Pay Note P12)	$_____	$_____

Base Bid: Paving Items				
Item No.	Quantity	Description	Unit Price	Total Amount
15)	1 EA	Fire Hydrant Relocation, furnished, installed, complete and in place, for the sum of: _____dollars and _____cents per each. (Pay Note P13)	$_____	$_____
16)	4 EA	Manhole Ring & Cover Adjustment, furnished, installed, complete and in place, for the sum of: _____dollars and _____cents per each. (Pay Note P14)	$_____	$_____
Total Paving Items 1-16		$_____		

Base Bid: Traffic Items				
Item No.	Quantity	Description	Unit Price	Total Amount
1)	12,608 LF	Retroreflectorized Pavement Markings, TxDOT Item 666 (4" White, Solid), furnished, installed, complete and in place, for the sum of: _____dollars and _____cents per linear foot. (Pay Note T1)	$_____	$_____
2)	3,212 LF	Retroreflectorized Pavement Markings, TxDOT Item 666 (4" White, Broken), furnished, installed, complete and in place, for the sum of: _____dollars and _____cents per linear foot. (Pay Note T1)	$_____	$_____
3)	1,212 LF	Retroreflectorized Pavement Markings, TxDOT Item 666 (8" White, Solid), furnished, installed, complete and in place, for the sum of: _____dollars and _____cents per linear foot. (Pay Note T1)		
4)	25 LF	Retroreflectorized Pavement Markings, TxDOT Item 666 (24" White, Solid), furnished, installed, complete and in place, for the sum of: _____dollars and _____cents per linear foot. (Pay Note T1)		
5)	100 LF	Retroreflectorized Pavement Markings, TxDOT Item 666 (4" White, Dot), furnished, installed, complete and in place, for the sum of: _____dollars and _____cents per linear foot. (Pay Note T1)		
6)	4,365 LF	Retroreflectorized Pavement Markings, TxDOT Item 666 (4" Yellow, Solid), furnished, installed, complete and in place, for the sum of: _____dollars and _____cents per linear foot. (Pay Note T1)	$_____	$_____

Base Bid: Traffic Items				
Item No.	Quantity	Description	Unit Price	Total Amount
7)	1,155 LF	Retroreflectorized Pavement Markings, TxDOT Item 666 (4" Yellow, Broken), furnished, installed, complete and in place, for the sum of: _____dollars and _____cents per linear foot. (Pay Note T1)	$_____	$_____
8)	3 EA	Prefabricated Pavement Markings, (White, Arrow Symbol), furnished, installed, complete and in place, for the sum of: _____dollars and _____cents per each. (Pay Note T2)	$_____	$_____
9)	3 EA	Prefabricated Pavement Markings, (White, Bike Lane Symbol), furnished, installed, complete and in place, for the sum of: _____dollars and _____cents per each. (Pay Note T2)	$_____	$_____
10)	3 EA	Prefabricated Pavement Markings, (White, Pavement Letter), furnished, installed, complete and in place, for the sum of: _____dollars and _____cents per each. (Pay Note T2)	$_____	$_____
11)	4 EA	Prefabricated Pavement Markings, (Yellow, Median Nose), furnished, installed, complete and in place, for the sum of: _____dollars and _____cents per each. (Pay Note T2)	$_____	$_____
12)	9 EA	Small Sign Assembly, furnished, installed, complete and in place, for the sum of: _____dollars and _____cents per each. (Pay Note T3)	$_____	$_____

Base Bid: Traffic Items				
Item No.	Quantity	Description	Unit Price	Total Amount
13)	162 EA	Retroreflective Raised Pavement Marker TY I-C, furnished, installed, complete and in place, for the sum of: _____dollars and _____cents per each. (Pay Note T4)	$_____	$_____
14)	59 EA	Retroreflective Raised Pavement Marker TY II-A-A, furnished, installed, complete and in place, for the sum of: _____dollars and _____cents per each. (Pay Note T4)	$_____	$_____
Total Traffic Items 1-14		$_____		

Bid Price For:	
1. Miscellaneous Items	$_____
2. Demolition Items	$_____
3. Storm Drain Items	$_____
4. Paving Items	$_____
5. Traffic Items	$_____
Total Price	$_____

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

_____dollars

and _____ cents total.

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

Bidder agrees to substantially complete all work within _240_ calendar days after receipt of notice to proceed.

PUBLIC INFORMATION

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

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

_____dollars

and _____ cents total. ($_____)

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

_____

Name of Contractor

_____

Submitted By Print Name and Title

_____

Mailing Address

_____

City State Zip

CITY OF MIDLAND

CONSTRUCTION PLANS FOR

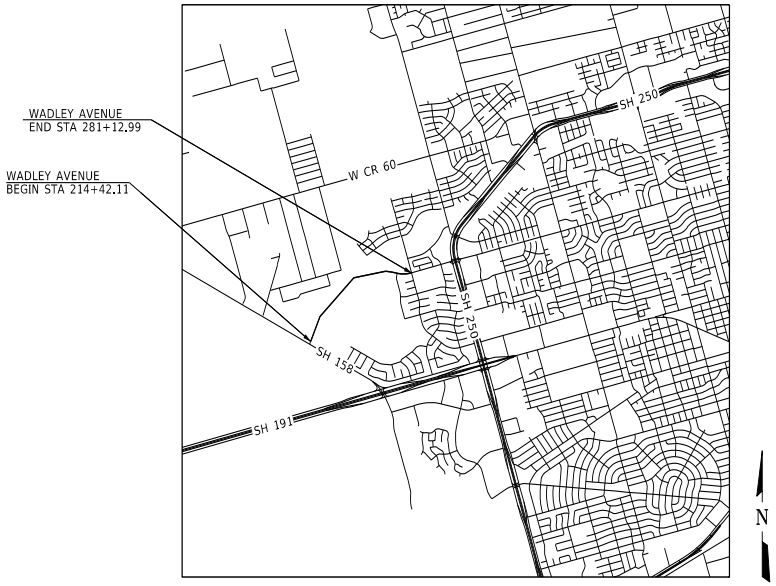
WADLEY AVENUE EXTENSION

DESIGN SPEED = 40 MPH
PROJECT NO. 20418
FUNCTIONAL CLASSIFICATION: MINOR ARTERIAL

NOVEMBER 2022

CITY COUNCIL

LORI BLONG	· MAYOR
SCOTT DUFFORD	· DISTRICT 1
JOHN NORMAN	· DISTRICT 2
JACK LADD	· DISTRICT 3
AMY STRETCHER BURKES	· DISTRICT 4
DAN CORRALES	· AT-LARGE
ROBIN POOLE	· AT-LARGE



CITY OF MIDLAND
N.T.S.

CITY MANAGER

ROBERT PATRICK

ENGINEERING SERVICES DIRECTOR

JOSE ORTIZ

APPROVED
10/31/2022
ENGINEERING

AUTHORIZATION TO CONSTRUCT CITY INFRASTRUCTURE

The issuance or granting of this APPROVAL shall not be construed to be an authorization for any violation of any of the provisions of the City Code, of any City Ordinance, of the City Standard Details & Specifications, or of any other ordinance or adopted policy of the City of Midland jurisdiction. APPROVALS presuming to give authority to violate or cancel the provisions of of the City Code, of any City Ordinance, of the City Standard Details & Specifications, or of any other ordinance or adopted policy of the City of Midland jurisdiction shall be void. The issuance of this APPROVAL based on the construction drawings and other data submitted to the Engineering Services Department shall not prevent the City Engineer or Engineering Services Department from requiring the correction of errors in the construction drawings and other data. The Director of Engineering Services Department is authorized to deny acceptance or use of infrastructure where such infrastructure is in violation of the City Code, of any City Ordinance, of the City Standard Details & Specifications, or of any other ordinance or adopted policy of the City of Midland jurisdiction.

STATE OF TEXAS
KEVIN MORRIS
105091
LICENSED
PROFESSIONAL ENGINEER

11/18/2022
FREESE AND NICHOLS, INC.
TEXAS REGISTERED ENGINEERING FIRM F-2144
FREESE AND NICHOLS

CITY PROJECT NUMBER P20-03

MDV20418

MIDLAND
Engineering Services

ADDENDUM #02

Project Number P20-03

TO ALL BIDDERS ON THE SUBJECT BID: W. Wadley Avenue Extension Project

ADDENDUM #02

DATE: November 23, 2022

1. Q/A and Clarification
2. Attachments
    a. 7.0 Proposal Combined (Updated 11-22-22)

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

All other terms and conditions shall remain the same.

Jones Bros. Dirt & Paving Contractors, Inc.
Company Name

Bidder Authorized Signature

November 30, 2022
Date

Kenneth Ford Kenneth Ford
Please Print Above Name

432-332-0721
Phone

W. Wadley Avenue Extension Project
Project Number P20-03

Clarifications

During the Pre-Bid Meeting, the following questions were raised by one or more bidders. Below is a list of the questions along with the answers and clarifications.

Clarification: All information provided in Addendum 01 for this project remains in effect unless specifically addressed in this Addendum 02.

Clarification: The Proposal section of the Bid Packet has been revised.

The bottom of the "Base Bid: Storm Drain Items" table has been updated from "Miscellaneous Items 1-12" to "Storm Drain Items 1-12".

The "Bid Price For:" Table has been updated to include the structural items section.

PROPOSAL

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

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

Project Name: Wadley Avenue Extension

Base Bid: Miscellaneous Items				
Item No.	Quantity	Description	Unit Price	Total Amount
1)	1 LS	Mobilization, furnished, installed, complete and in place, for the sum of: _____dollars and _____cents per month. (Pay Note M1)	$_____	$_____
2)	1 LS	Erosion/Sediment Control, furnished, installed, complete and in place, for the sum of: _____dollars and _____cents per month. (Pay Note M2)	$_____	$_____
3)	1 LS	Traffic Control, furnished, installed, complete and in place, for the sum of: _____dollars and _____cents per month. (Pay Note M3)	$_____	$_____
4)	1 LS	Job Site Safety, furnished, installed, complete and in place, for the sum of: _____dollars and _____cents per month. (Pay Note M4)	$_____	$_____
Total Miscellaneous Items 1-4		$_____		

Base Bid: Demolition Items				
Item No.	Quantity	Description	Unit Price	Total Amount
1)	55 STA	Preparation of Right-of-Way, complete and in place, for the sum of: _____dollars and _____cents per acre. (Pay Note D1)	$_____	$_____
2)	18,781 CY	Unclassified Roadway Excavation, complete and in place, for the sum of: _____dollars and _____cents per square yard. (Pay Note D2)	$_____	$_____
3)	33,843 CY	Unclassified Channel Excavation, complete and in place, for the sum of: _____dollars and _____cents per cubic yard. (Pay Note D2)	$_____	$_____
4)	1,896 SY	Removal & Dispose of Existing Unclassified Pavement, complete and in place, for the sum of: _____dollars and _____cents per square yard. (Pay Note D3)	$_____	$_____
5)	80 SY	Removal & Dispose of Existing Unclassified Concrete Pavement, complete and in place, for the sum of: _____dollars and _____cents per square yard. (Pay Note D4)	$_____	$_____
6)	358 LF	Removal & Dispose of Existing Concrete Curb & Gutter, complete and in place, for the sum of: _____dollars and _____cents per linear foot. (Pay Note D5)	$_____	$_____
7)	2,661 LF	Removal & Disposal of Existing Fence, complete and in place, for the sum of: _____dollars and _____cents per linear foot. (Pay Note D6)	$_____	$_____
Total Demolition Items 1-7		$_____		

Base Bid: Storm Drain Items				
Item No.	Quantity	Description	Unit Price	Total Amount
1)	160 CY	Unclassified Channel Embankment (Density Controlled), furnished, installed, complete and in place, for the sum of: _____dollars and _____cents per cubic yard. (Pay Note SD1)	$_____	$_____
2)	1,103 LF	24" Reinforced Concrete Pipe (RCP), Storm Drain, furnished, installed, complete and in place, for the sum of: _____dollars and _____cents per linear foot. (Pay Note SD2)	$_____	$_____
3)	875 LF	36" Reinforced Concrete Pipe (RCP), Storm Drain, furnished, installed, complete and in place, for the sum of: _____dollars and _____cents per linear foot. (Pay Note SD2)	$_____	$_____
4)	938 LF	48" Reinforced Concrete Pipe (RCP), Storm Drain, furnished, installed, complete and in place, for the sum of: _____dollars and _____cents per linear foot. (Pay Note SD2)	$_____	$_____
5)	63 LF	24" ASTM F2619, HDPE, Storm Drain Force Main, furnished, installed, complete and in place, for the sum of: _____dollars and _____cents per linear foot. (Pay Note SD2)	$_____	$_____
6)	34 LF	36" ASTM F2619, HDPE, Storm Drain Force Main, furnished, installed, complete and in place, for the sum of: _____dollars and _____cents per linear foot. (Pay Note SD2)	$_____	$_____

Base Bid: Storm Drain Items				
Item No.	Quantity	Description	Unit Price	Total Amount
7)	5 EA	5' Reinforced Concrete Curb Inlet (Left), furnished, installed, complete and in place, for the sum of: _____dollars and _____cents per each. (Pay Note SD3)	$_____	$_____
8)	1 EA	5' Reinforced Concrete Curb Inlet (Right), furnished, installed, complete and in place, for the sum of: _____dollars and _____cents per each. (Pay Note SD3)	$_____	$_____
9)	2 EA	5' Reinforced Concrete Curb Inlet (Both), furnished, installed, complete and in place, for the sum of: _____dollars and _____cents per each. (Pay Note SD3)	$_____	$_____
10)	2 EA	20' Reinforced Concrete Curb Inlet, furnished, installed, complete and in place, for the sum of: _____dollars and _____cents per each. (Pay Note SD3)	$_____	$_____
11)	64 CY	6" Concrete Rip-Rap, furnished, installed, complete and in place, for the sum of: _____dollars and _____cents per cubic yard. (Pay Note SD4)	$_____	$_____
12)	1 EA	12" Waterline Lowering, furnished, installed, complete and in place, for the sum of: _____dollars and _____cents per square yard. (Pay Note SD5)	$_____	$_____
Total Storm Drain Items 1-12		$_____		

Base Bid: Structural Items				
Item No.	Quantity	Description	Unit Price	Total Amount
1)	3,587 LF	Wire Fence, furnished, installed, complete and in place, for the sum of: _____dollars and _____cents per linear foot. (Pay Note ST1)	$_____	$_____
2)	1 EA	Panel Gate, furnished, installed, complete and in place, for the sum of: _____dollars and _____cents per linear foot. (Pay Note ST1)	$_____	$_____
Total Structural Items 1-2		$_____		

Base Bid: Paving Items				
Item No.	Quantity	Description	Unit Price	Total Amount
1)	44,375 SY	Subgrade Preparation (Depth ≤ 8”), furnished, installed, complete and in place, for the sum of: _____dollars and _____cents per square yard. (Pay Note P1)	$_____	$_____
2)	12,501 CY	Unclassified Embankment (Density Controlled), furnished, installed, complete and in place, for the sum of: _____dollars and _____cents per cubic yard. (Pay Note P2)	$_____	$_____
3)	4,331 TON	2” Type D HMAC Asphalt Pavement Surface Course (PG70-22, 110 LBS / SY @ 1” Thick), furnished, installed, complete and in place, for the sum of: _____dollars and _____cents per ton. (Pay Note P3)	$_____	$_____
4)	6,494 TON	3” Type C HMAC Asphalt Pavement Surface Course (PG64-22, 110 LBS / SY @ 1” Thick), furnished, installed, complete and in place, for the sum of: _____dollars and _____cents per ton. (Pay Note P4)	$_____	$_____
5)	44,375 SY	12” Flexible Base (Type A, Grade 4), furnished, installed, complete and in place, for the sum of: _____dollars and _____cents per square yard. (Pay Note P5)	$_____	$_____
6)	13,314 GAL	Bituminous Prime Coat (MC-30, 0.20 Gal / SY), furnished, installed, complete and in place, for the sum of: _____dollars and _____cents per gallon. (Pay Note P6)	$_____	$_____
7)	3,766 GAL	Tack Coat (MC-30, 0.10 Gal / SY), furnished, installed, complete and in place, for the sum of: _____dollars and _____cents per gallon. (Pay Note P7)	$_____	$_____

Base Bid: Paving Items				
Item No.	Quantity	Description	Unit Price	Total Amount
8)	1 LS	6" Concrete Median, furnished, installed, complete and in place, for the sum of: _____dollars and _____cents per square yard. (Pay Note P8)	$_____	$_____
9)	89 SY	6" Concrete Valley Gutter, furnished, installed, complete and in place, for the sum of: _____dollars and _____cents per square yard. (Pay Note P9)	$_____	$_____
10)	293 SY	6" Commercial Concrete Driveway Approach, furnished, installed, complete and in place, for the sum of: _____dollars and _____cents per square yard. (Pay Note P10)	$_____	$_____
11)	10,728 LF	Type A Concrete Curb & Gutter, furnished, installed, complete and in place, for the sum of: _____dollars and _____cents per linear foot. (Pay Note P11)	$_____	$_____
12)	8,325 LF	Type C Concrete Curb & Gutter, furnished, installed, complete and in place, for the sum of: _____dollars and _____cents per linear foot. (Pay Note P11)	$_____	$_____
13)	80 LF	Sawtooth Curb & Gutter, furnished, installed, complete and in place, for the sum of: _____dollars and _____cents per linear foot. (Pay Note P11)	$_____	$_____
14)	7,806 SY	Microsurfacing, furnished, installed, complete and in place, for the sum of: _____dollars and _____cents per each. (Pay Note P12)	$_____	$_____

Base Bid: Paving Items				
Item No.	Quantity	Description	Unit Price	Total Amount
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16)	4 EA	Manhole Ring & Cover Adjustment, furnished, installed, complete and in place, for the sum of: _____dollars and _____cents per each. (Pay Note P14)	$_____	$_____
Total Paving Items 1-16		$_____		

Base Bid: Traffic Items				
Item No.	Quantity	Description	Unit Price	Total Amount
1)	12,608 LF	Retroreflectorized Pavement Markings, TxDOT Item 666 (4" White, Solid), furnished, installed, complete and in place, for the sum of: _____dollars and _____cents per linear foot. (Pay Note T1)	$_____	$_____
2)	3,212 LF	Retroreflectorized Pavement Markings, TxDOT Item 666 (4" White, Broken), furnished, installed, complete and in place, for the sum of: _____dollars and _____cents per linear foot. (Pay Note T1)	$_____	$_____
3)	1,212 LF	Retroreflectorized Pavement Markings, TxDOT Item 666 (8" White, Solid), furnished, installed, complete and in place, for the sum of: _____dollars and _____cents per linear foot. (Pay Note T1)		
4)	25 LF	Retroreflectorized Pavement Markings, TxDOT Item 666 (24" White, Solid), furnished, installed, complete and in place, for the sum of: _____dollars and _____cents per linear foot. (Pay Note T1)		
5)	100 LF	Retroreflectorized Pavement Markings, TxDOT Item 666 (4" White, Dot), furnished, installed, complete and in place, for the sum of: _____dollars and _____cents per linear foot. (Pay Note T1)		
6)	4,365 LF	Retroreflectorized Pavement Markings, TxDOT Item 666 (4" Yellow, Solid), furnished, installed, complete and in place, for the sum of: _____dollars and _____cents per linear foot. (Pay Note T1)	$_____	$_____

Base Bid: Traffic Items				
Item No.	Quantity	Description	Unit Price	Total Amount
7)	1,155 LF	Retroreflectorized Pavement Markings, TxDOT Item 666 (4" Yellow, Broken), furnished, installed, complete and in place, for the sum of: _____dollars and _____cents per linear foot. (Pay Note T1)	$_____	$_____
8)	3 EA	Prefabricated Pavement Markings, (White, Arrow Symbol), furnished, installed, complete and in place, for the sum of: _____dollars and _____cents per each. (Pay Note T2)	$_____	$_____
9)	3 EA	Prefabricated Pavement Markings, (White, Bike Lane Symbol), furnished, installed, complete and in place, for the sum of: _____dollars and _____cents per each. (Pay Note T2)	$_____	$_____
10)	3 EA	Prefabricated Pavement Markings, (White, Pavement Letter), furnished, installed, complete and in place, for the sum of: _____dollars and _____cents per each. (Pay Note T2)	$_____	$_____
11)	4 EA	Prefabricated Pavement Markings, (Yellow, Median Nose), furnished, installed, complete and in place, for the sum of: _____dollars and _____cents per each. (Pay Note T2)	$_____	$_____
12)	9 EA	Small Sign Assembly, furnished, installed, complete and in place, for the sum of: _____dollars and _____cents per each. (Pay Note T3)	$_____	$_____

Base Bid: Traffic Items				
Item No.	Quantity	Description	Unit Price	Total Amount
13)	162 EA	Retroreflective Raised Pavement Marker TY I-C, furnished, installed, complete and in place, for the sum of: _____dollars and _____cents per each. (Pay Note T4)	$_____	$_____
14)	59 EA	Retroreflective Raised Pavement Marker TY II-A-A, furnished, installed, complete and in place, for the sum of: _____dollars and _____cents per each. (Pay Note T4)	$_____	$_____
Total Traffic Items 1-14		$_____		

Bid Price For:	
1. Miscellaneous Items	$_____
2. Demolition Items	$_____
3. Storm Drain Items	$_____
4. Structural Items	$_____
5. Paving Items	$_____
6. Traffic Items	$_____
Total Price	$_____

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

_____dollars

and _____ cents total.

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

Bidder agrees to substantially complete all work within _240_ calendar days after receipt of notice to proceed.

PUBLIC INFORMATION

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

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

_____dollars

and _____ cents total. ($_____)

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

_____

Name of Contractor

_____

Submitted By Print Name and Title

_____

Mailing Address

_____

City State Zip

W. Wadley Avenue Extension
Pre-Bid Meeting Agenda
Project No. P20-03
November 16, 2022

Discussion Items

1. Sign-In Sheet

2. Personnel Overview

   - Jose Ortiz – Director Engineering Services
   - Gabe McClelland – Senior Engineering Manager
   - Josh Ferguson – Assistant City Engineer
   - Bobby Wojciechowski – Capital Improvement Project Manager
   - Carl Craigo – Utilities Director
   - Rex Swearinger – Water & Wastewater Operations Superintendent, utility coordination
   - Taha Sakrani – Senior Traffic Engineer
   - Troy Clabaugh – Traffic Operations Superintendent
   - Jesse Trejo – Construction Manager, construction management & inspections
   - Madison Brasuell – Project Manager
   - Andy Navarro – Franchise Utility Coordinator
   - Michael Williams – Stormwater Manager
   - Natalie Burgard – Administrative Assistant, document processing & payments
   - Erika Martinez – Purchasing Manager, conduct bid process & bid opening

3. Project Overview and Scope
   - The project will include the installation of proposed paving, drainage, and storm drain infrastructure and appurtenances including all necessary mobilization, saw-cutting, pavement removal, milling, excavation, backfill, compaction, form work, pavement placement, inlay and joint sealing. This includes but is not limited to placement of erosion control measures, traffic control, stabilization, utility cover adjustments, coordination with City of Midland staff and organizations such as TxDOT, OSHA, franchise utilities, etc. as needed, One Call (Texas 811) notifications for pending work, notifications to adjacent property owners as directed by City of Midland staff, and all other work to be performed as outlined in the Construction Drawings and Specifications, to satisfactorily complete the work.
4. Bid Process
   - Pre-Bid meeting attendance is non-mandatory to bid on this project.
   - ATTENTION: All questions submitted before or after the Non-Mandatory Pre-Bid Meeting must be submitted via email to the following email address:

     bwojciechowski@midlandtexas.gov

   - Purpose of bids is to establish unit prices.
   - Quantities listed in the Proposal are not indicative of or guarantees of the actual project.

- Addendum distributed by email the Friday afternoon following the Pre-Bid Meeting.
  - The deadline to ask or send questions for the addendum is this Friday, November 18th, 2022 at Noon.
  - Questions asked after the Noon deadline will be directed to the information already provided in the bid documents or included in the Addendum.
- ATTENTION: Bidders are to submit bids either by mail or in person. If bidders choose to mail their bid packets in, then they are to mail the bid packet to one of the addresses listed below:

  USPS Mailing Address:
  City of Midland, Texas
  Attn: City Secretary's Office
  P.O. Box 1152
  Midland, TX 79702

  – OR –

  Physical Address for mail carriers other than USPS:
  City of Midland, Texas
  Attn: City Secretary's Office
  300 North Loraine St., Suite 330
  Midland, TX 79701

  If bid packets are delivered in person then bidders must drop the bid packets off at the first-floor front desk of City Hall before the bid opening deadline.

- **Bid Opening is Wednesday, November 30, 2022 at 2:00 PM** in the City of Midland Basement Conference Room located on the 1st Floor of Midland's City Hall.
  - The Bid Opening will be open to the public, and bidders are free to attend in person.
  - No late bids will be accepted.
  - Bidders must be willing to sign the contract as is.
  - Bidders must complete the conflict of interest forms if applicable.
  - Bidders must fill out all bid items in the Proposal. If bid items are left blank then the bid will be considered non-responsive.
  - Bidders have sole responsibility for making sure they have and acknowledge all addendums provided. If all acknowledgement forms are not included with the bid packet submittal then the bid will be considered non-responsive.

5. Notice to Proceed
   - Date of Notice to Proceed to be determined at the Pre-Construction Meeting.
   - Pre-Construction Meeting date will be set after the program bid is awarded.
6. Payment
   - Payment will be as described in the Bid Packet's Special Provisions, 4. Payment.
   - Payment to be made for material delivered only for bid items specifically indicated in Special Provisions, 4. Payment. All other payments to be made after 100% work completion, with no other material delivery payments, partial payments, or payments for mobilization.
   - Work is considered 100% complete when the project Work Order is completed and signed by both the City Inspector and the Contractor.
     - When a project has items paid upon material delivery, there are to be two Work Orders. The first Work Order will include all items to be paid upon material delivery, and the second will include all other items applicable to the project in question.

- Work Orders and invoices are to be itemized and match the bid items listed in the bid packet Proposal.
- Recommended that invoices state “Invoice Due Upon Receipt”, or have a due date that is two (2) weeks after the date the invoice is submitted.

7. Address Project Specifics
   - City Inspector must be notified of all work occurring and be able to perform inspections on any construction or installation that occurs.
   - Typically work times are Monday – Friday from 8:00 AM – 5:00 PM. No work earlier than 7:00 AM or later than 8:00 PM without City permission unless for emergency conditions.
   - Work is not to occur on Sundays or legal holidays unless required for emergency situations.
   - Work is not to occur on Saturdays unless requested by Contractor in writing at least 48-hours in advance and approved by the City Engineer.
   - Contractor will be responsible for coordinating with landowners in regard to fence removals, property access, etc.
   - This project will require coordination with existing culvert crossings at Hwy 158 that have been completed by others.
   - The requirement for the Water License is included for this bid. Please make sure you submit proof of an active license in the bid packet.
   - The pay notes for project mobilization, job site safety, etc. are different from others in the past. This will be bid as a lump sum and paid on a prorated basis. Please prepare the bids accordingly.

8. Address Pre-Bid Question
   - An addendum will be issued on Friday, November 18, 2022 after the noon deadline.
9. Any Additional Questions

Please direct all questions or comments following the Pre-Bid Meeting to Bobby Wojciechowski with the City of Midland.

Engineering Services

Bobby Wojciechowski
Phone: (432) 685-7519
Email: bwojciechowski@midlandtexas.gov

Madison Brasuell
Phone: (432) 685-7289
Email: mbrasuell@midlandtexas.gov

Pre-Bid Meeting Attendance
P20-03
W. Wadley Avenue Extension
Date: 11.16.2022 - 2:00 PM

☑	Name *(Please Print)*	Company Name *(Please Print)*	Phone Number	Fax Number	Email
✓	Madison Brasuell	City of Midland	(432) 685-7289	-	mbrasuell@midlandtexas.gov
	Bobby Wojciechowski	City of Midland	(432) 685-7519	-	bwojciechowski@midlandtexas.gov
	Erika Martinez	" "	(432)685-7980		emanz@midlandtexas.gov
	JOHN McDONALD	Permian Paving	432 425 1214		Permian Paving Inc@1Cloud.com
	[illegible]	Reece Albert inc			georgew@reecealbertinc.com
	Kyle Gould	Reece Albert	325-653-1241		KYLEG@REECEALBERTINC.COM
	Jesse Ramirez	Reece Albert.cn	432-570-0481		jesser@reecealbertinc.com
	Kenneth Ford	Jones Bros	332-0721		k.ford@jonesdp.com
	Josh Ferguson	City of Midland	(432)685-7290		jferguson@midlandtexas.gov
	Robin Boler	Boler	4326940660		robin@boler.net
	Greg Boler	Boler	432694-0660		greg@boler.net
	Bobby Wojciechowski	CoM	432 685 7519		bwojciechowski@midlandtexas.gov

City Council Meeting

Item Number: 6

Meeting Date: January 10, 2023

To: City Council / City Manager

From: Erika Martinez, Manager, Purchasing

Subject: RESOLUTION AUTHORIZING THE PURCHASE OF AMMUNITION OF ASSORTED TYPES AND IN ASSORTED QUANTITIES FOR THE MIDLAND POLICE DEPARTMENT FROM THE RESPECTIVE LOW BIDDERS, GT DISTRIBUTORS, INC., AND BLACK HILLS AMMUNITION, AT A TOTAL COST OF $269,550.60 (DISTRICT: NONE) (GENERAL SERVICES)

Purpose:

Resolution approving the purchase of ammunition for a total cost of $269,550.60 for the Police Department.

Recommended City Council Action:

Approve

Fiscal Impact:

Funding is available in the FY23 General Fund operating budget.

Discussion:

The City Manager approved specifications and authorized advertisement for bids for ammunition. Bid requests were sent to forty-eight (48) vendors. We received bids from six (6) companies. Staff recommends awarding items 1 and 2 to GT Distributors Inc. and item 3 to Black Hills Ammunition. Please see the attached memo from Aaron Trevino, Midland Police Department Range Master, for additional information. Therefore, please consider approval of a resolution awarding the purchase of ammunition for the Police Department as follows:

Items	Vendor	Total Cost

1, 2	GT Distributors, Inc. of Austin, Texas	$69,595.60
3	Black Hills Ammunition of Rapid City, South Dakota	$199,955.00
	Total Cost for all Ammunition	**$269,550.60**

Tina Jaug

City Manager's Office

RESOLUTION NO.

RESOLUTION AUTHORIZING THE PURCHASE OF AMMUNITION OF ASSORTED TYPES AND IN ASSORTED QUANTITIES FOR THE MIDLAND POLICE DEPARTMENT FROM THE RESPECTIVE LOW BIDDERS, GT DISTRIBUTORS, INC., AND BLACK HILLS AMMUNITION, AT A TOTAL COST OF $269,550.60

WHEREAS, the City approved specifications and authorized advertisement for bids for ammunition of assorted types and in assorted quantities for the Midland Police Department; and

WHEREAS, Bid No. 23000580R was opened on November 30, 2022, with the lowest and most advantageous bids being submitted by GT Distributors, Inc., and Black Hills Ammunition, as shown on the bid tabulation attached hereto as Exhibit A and incorporated herein for all purposes; and

WHEREAS, the City Council finds it to be in the public interest to purchase the above-referenced ammunition from GT Distributors, Inc., and Black Hills Ammunition;

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

SECTION ONE. That the City Manager is hereby authorized and directed to purchase of the above-referenced ammunition from the respective low bidders, GT Distributors, Inc., and Black Hills Ammunition, for a total cost of $269,550.60.

SECTION TWO. That the City Comptroller is hereby authorized and directed to pay GT Distributors, Inc., and Black Hills Ammunition for the above-referenced ammunition from funds available in the FY 2023 General Fund Operating Budget upon receipt of proper invoices or statements approved by the City Manager.

On motion of Council member _____, seconded by Council member _____, the above and foregoing resolution was adopted by the City Council of the City of Midland at a regular meeting on the _____ day of _____, A.D., 2023, by the following vote:

Council members voting "AYE":

Council members voting "NAY":

_____
Lori Merritt Blong, Mayor

ATTEST:

_____
Amy M. Turner, City Secretary

RECOMMENDED AND APPROVED:

_____
Robert Patrick, City Manager

APPROVED AS TO CONTENT
AND COMPLETENESS:

_____
Regina Stephenson, General Services Director

APPROVED AS TO FORM ONLY:

_____
John Ohnemiller, City Attorney

City of Midland - Bid Tabulation

BID # 23000580R FY 2023 Ammunition Opened: Wednesday, November 30, 2022			GT Distributors Inc. 1124 New Meinster Ln, Ste 100 Pflugerville TX 78660 txbids@gtdist.com		Black Hills Ammunition 1699 Sedivy Ln Rapid City, SD 57703 matt@black-hills.com		Deese Firearms LLC 4103 Kramer Ln Ste 103 Texarkana TX 75501 dallas@deesefirearms.com		Precision Delta Corporation 205 W Floyce/ Po Box 128 Ruleville MS 38771 ginger@precisiondelta.com		Proforce Marketing Inc 2625 Stearman Rd. Ste A Prescott, AZ 86301 sales@proforceonline.com		Red Wolf Munitions LLC 1500 Marina Bay Dr. Bldg. 106 Clear Lake Shores TX. 77565 kyle@redwoldmunitions.com	
ITEM	QTY	DESCRIPTION	Cost Ea.	TOTAL COST	Cost Ea.	TOTAL COST	Cost Ea.	TOTAL COST	Cost Ea.	TOTAL COST	Cost Ea.	TOTAL COST	Cost Ea.	TOTAL COST
1	200,000	9mm 147 grain TMJ Practice Ammo	$313.78	$62,756.00	NO BID	$0.00	$0.32	$64,000.00	$0.27	$54,800.00	$260.00	$52,000.00	$0.30	$59,400.00
		Brand	Speer Lawnman						Winchester USA 9mml		per 1000 rd case		Winchester Lake City	
		Mfg No	53620						500 rds case				10 boxes of 50rds	
		Cases of 1,000 (20 boxes /Case)							10 boxes of 50rds					
2	10,000	9 mm 147 grain Gold Dot G2 JHP duty ammo	$683.96	$6,839.60	NO BID	$0.00	$1.19	$11,900.00	NO BID	NO BID	NO BID	NO BID	$0.82	$8,200.00
		Brand	Speer										10 boxes of 50rds	
		Mfg No	54226											
		Cases of 1,000 (20 boxes /Case)												
3	145,000	5.56 62 grain TSX training/duty	NO BID	NO BID	$689.50	$199,955.00	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	$0.41	$58,725.00
		Brand	Blackhills											
		Mfg No	D223N18-B											
		TOTAL PROPOSAL		$69,595.60		$199,955.00		$75,900.00		$54,800.00		$52,000.00		$126,325.00
		VENDOR TO PAY ALL SHIPPPING COST												

Bidding Summary:

48 **Bid requests were issued.**

6 **Bids listed above**

0 **NO BIDS were received.**

42 **Bidders did not respond.**

City of Midland

Police Department

Interoffice Memorandum

DATE: December 5, 2022

TO: LT. D. Crisp, D.C. G. McCright, and Chief S. Herman

FROM: Ofc. A. Trevino

SUBJECT: FY2023 Ammo Bid

I have reviewed the Bid Tabulation for FY2023 Ammo order and listed the selected vendors below.

Line Items 1 & 2 (9mm 147gr FMJ practice ammo, Speer Lawman, Mfg. No 53620 & 9mm 147gr Gold Dot G2 JHP duty ammo, Speer, Mfg. No 54226) go to GT Distributors. After conducting follow-up, the apparent low bidders cannot meet departmental product specifications.

Line Item 3 (5.56 62gr TSX training/duty, Black Hills Ammunition, Mfg. No D223N18-B) goes to Black Hills Ammunition as the apparent low bidder cannot meet product specifications and quoted for a substitute not suitable for Law Enforcement use.

No substitutions will be accepted.

***It should be noted that when bid was sent to vendors, we specified that substitutions would only be accepted for Line Item #1.**

We received three lower bids on Line Item #1 that were not selected. I will clarify why we did not select them here. Precision Delta and Red Wolf both bid on Winchester "white box" ammunition. The performance of this round is subpar in muzzle velocity and energy and we prefer to use a practice round that mirrors our duty round as closely as possible. The Winchester ammo is historically known to have inconsistent powder charges, bad crimps, and inconsistent quality control resulting in maintenance issues and higher cost on the back end because of parts wear, squibs, and

potential for injury due to over powdered charges. The third bid from Proforce was for Aguila ammo. This ammo does not meet performance specifications pertaining to muzzle velocity and energy to be consistent with our duty load. It also has hard primers, which can result in broken parts and lost training time.

To clarify why we did not select the low bid on Line Item #3, other than we had already stated no substitutions would be accepted, the vendor bid for a type of ammunition known as "green tip" which was created for military use to defeat armored targets. It is a liability to use in Law Enforcement applications because of the damage it does.

City of Midland - Bid Tabulation

BID # 23000580R FY 2023 Ammunition Opened: Wednesday, November 30, 2022			GT Distributors Inc. 1124 New Meinster Ln, Ste 100 Pflugerville TX 78660 txbids@gtdist.com		Black Hills Ammunition 1699 Sedivy Ln Rapid City, SD 57703 matt@black-hills.com		Deese Firearms LLC 4103 Kramer Ln Ste 103 Texarkana TX 75501 dallas@deesefirearms.com		Precision Delta Corporation 205 W Floyce/ Po Box 128 Ruleville MS 38771 ginger@precisiondelta.com		Proforce Marketing Inc 2625 Stearman Rd. Ste A Prescott, AZ 86301 sales@proforceonline.com		Red Wolf Munitions LLC 1500 Marina Bay Dr. Bldg. 106 Clear Lake Shores TX. 77565 kyle@redwoldmunitions.com	
ITEM	QTY	DESCRIPTION	Cost Ea.	TOTAL COST	Cost Ea.	TOTAL COST	Cost Ea.	TOTAL COST	Cost Ea.	TOTAL COST	Cost Ea.	TOTAL COST	Cost Ea.	TOTAL COST
1	200,000	9mm 147 grain TMJ Practice Ammo	$313.78	$62,756.00	NO BID	$0.00	$0.32	$64,000.00	$0.27	$54,800.00	$260.00	$52,000.00	$0.30	$59,400.00
		Brand	Speer Lawnman						Winchester USA 9mml		per 1000 rd case		Winchester Lake City	
		Mfg No	53620						500 rds case				10 boxes of 50rds	
		Cases of 1,000 (20 boxes /Case)							10 boxes of 50rds					
2	10,000	9 mm 147 grain Gold Dot G2 JHP duty ammo	$683.96	$6,839.60	NO BID	$0.00	$1.19	$11,900.00	NO BID	NO BID	NO BID	NO BID	$0.82	$8,200.00
		Brand	Speer										10 boxes of 50rds	
		Mfg No	54226											
		Cases of 1,000 (20 boxes /Case)												
3	145,000	5.56 62 grain TSX training/duty	NO BID	NO BID	$689.50	$199,955.00	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	$0.41	$58,725.00
		Brand	Blackhills											
		Mfg No	D223N18-B											
		TOTAL PROPOSAL		$69,595.60		$199,955.00		$75,900.00		$54,800.00		$52,000.00		$126,325.00
		VENDOR TO PAY ALL SHIPPPING COST												

Bidding Summary:

48 **Bid requests were issued.**

6 **Bids listed above**

0 **NO BIDS were received.**

42 **Bidders did not respond.**

City Council Meeting

Item Number: 7

Meeting Date: January 10, 2023

To: City Council / City Manager

From: Erika Martinez, Manager, Purchasing

Subject: **RESOLUTION AUTHORIZING THE EXECUTION OF A PROFESSIONAL SERVICES AGREEMENT WITH ENPROTEC / HIBBS & TODD, INC., FOR THE WATER PURIFICATION PLANT SOLIDS HANDLING IMPROVEMENTS PROJECT FOR THE UTILITIES DEPARTMENT FOR AN AMOUNT OF $577,000.00; APPROVING $57,700.00 FOR CONTINGENCIES; AND TRANSFERRING AND APPROPRIATING FUNDS (DISTRICT: NONE) (GENERAL SERVICES)**

Purpose:

Resolution authorizing the execution of a Professional Services Agreement with Enprotec/Hibbs & Todd, Inc., for the Water Purification Plant (WPP) Solids Handling Improvements Project as directed by City Staff for a cost of $577,000.00, plus $57,700.00 in contingencies for a total cost of $634,700.00; and transferring and appropriating funds; and authorizing payment.

Recommended City Council Action:

Approve

Fiscal Impact:

$634,700.00 is available in the Utilities unappropriated fund balance and is hereby appropriated and will be transferred to a project.

Discussion:

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

Therefore, please consider a resolution authorizing the execution of a professional services agreement with Enprotec/Hibbs & Todd, Inc. of Abilene, Texas for the Water Purification Plant (WPP) Solids Handling Improvements Project as directed by City Staff for a cost of $577,000.00, plus $57,700.00 in contingencies for a total cost of $634,700.00; and transferring and appropriating funds; and authorizing payment.

Tina Daugherty

City Manager's Office

INTEROFFICE MEMORANDUM

TO: Erika Munoz Martinez, Purchasing Manager

FROM: Carl Craigo, PE, Utilities Director

SUBJECT: Consider a Resolution approving a contract with eHT engineering for the design, bid, and construction phase of a solids handling facility at the water purification plant and appropriate funds.

DATE: January 10, 2023

In preparation for the future need for space at the water purification plant for additional Clearwell water storage needs; Utilities evaluated that providing solids handling at the plant would allow for sludge to be processed and taken to the landfill. Currently, liquefied sludge is sent to 3 large drying beds where the liquid evaporates and the dried sludge is scraped up and taken to the landfill. This project will design and install drying presses that remove the water from the liquefied sludge, recycle the water back through the plant, and expels the dried sludge into roll-offs that will be taken to the landfill.

eHT is an approved on-call engineer (Resolution 2021-091). The scope of services is on a task fee bases with an amount of $577,000 with a 10% contingency for a not to exceed amount of $634,700. This will be paid for with Utilities unappropriated funds.

RESOLUTION NO. _____

RESOLUTION AUTHORIZING THE EXECUTION OF A PROFESSIONAL SERVICES AGREEMENT WITH ENPROTEC / HIBBS & TODD, INC., FOR THE WATER PURIFICATION PLANT SOLIDS HANDLING IMPROVEMENTS PROJECT FOR THE UTILITIES DEPARTMENT FOR AN AMOUNT OF $577,000.00; APPROVING $57,700.00 FOR CONTINGENCIES; AND TRANSFERRING AND APPROPRIATING FUNDS

WHEREAS, the City Council approved Resolution No. 2020-091 selecting six engineering firms to provide professional services for engineering services for the Utilities Department; and

WHEREAS, the Utilities Department has selected Enprotec / Hibbs & Todd, Inc. ("Enprotec"), for the Water Purification Plant Solids Handling Improvements Project; and

WHEREAS, Enprotec has agreed to perform said professional services at a cost of $577,000.00; and

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

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

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

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

WHEREAS, the City Council finds it to be in the public interest to approve $57,700.00 for contingencies;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE

CITY OF MIDLAND, TEXAS:

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

SECTION TWO. That the sum of $57,700.00 for contingencies is hereby approved for said agreement.

SECTION THREE. That $634,700.00 is available in the Utilities unappropriated fund balance and is hereby appropriated and will be transferred to a project.

SECTION FOUR. That the City Comptroller is hereby authorized and directed to pay Enprotec from funds available in a project for said purposes upon receipt of proper invoices or statements approved by the City Manager.

On motion of Council member _____, seconded by Council member _____, the above and foregoing resolution was adopted by the City Council of the City of Midland at a regular meeting on the _____ day of _____, A.D., 2023, by the following vote:

Council members voting "AYE":

Council members voting "NAY":

_____
Lori Merritt Blong, Mayor

ATTEST:

_____
Amy M. Turner, City Secretary

RECOMMENDED AND APPROVED:

_____
Robert Patrick, City Manager

APPROVED AS TO CONTENT
AND COMPLETENESS:

_____
Regina Stephenson, General Services Director

APPROVED ONLY AS TO FORM:

_____
John Ohnemiller, City Attorney

PROFESSIONAL SERVICES AGREEMENT
23001904

THIS AGREEMENT is made and effective the 11 day of January 2023, by and between the CITY OF MIDLAND, TEXAS ("*CITY*"), a home-rule municipal corporation, and Enprotec/Hibbs & Todd, Inc. ("*COMPANY*"). CITY and COMPANY are at times individually referred to as a "*Party*" and collectively referred to as the "*Parties*."

ARTICLE I. PURPOSE

The purpose of this Agreement is to state the terms and conditions under which COMPANY shall perform for Water Purification Plant (WPP) Solids Handling Improvements Project as directed by City Staff services (the "*Services*") for CITY. The Services are more specifically set forth in **Exhibits A and B**, which is attached hereto and incorporated herein for all purposes.

ARTICLE II. SERVICES TO BE PERFORMED

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

ARTICLE III. FINANCIAL CONSIDERATIONS

CITY agrees to pay COMPANY an amount not to exceed $577,000.00 for the performance of the Services. CITY agrees to pay COMPANY according to the schedule set forth in **Exhibit A** upon presentation of a monthly invoice. The monthly invoice shall set forth all service fees for the month and those expenses described in **Exhibit A** that COMPANY incurs during the previous month for which COMPANY receives advanced written approval from the City Manager. All additional and/or reimbursable expenses must be approved by the City Manager prior to incurring such expenses.

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

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

ARTICLE IV. TERM

The term of this Agreement shall be from January 11, 2023 until January 10, 2024, unless the Services are completed sooner or the Agreement is terminated as provided below. Should either party desire for the agreement to not be renewed, written notification shall be provided to the other party a minimum of 30-days prior to the renewal date of the Contract.

ARTICLE V. TERMINATION AT WILL

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

ARTICLE VI. ASSIGNMENT

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

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

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

ARTICLE VIII. INDEPENDENT CONTRACTOR

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

ARTICLE IX. INSURANCE

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

Commercial General Liability (including Contractual liability):

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

The Commercial General Liability policy shall be on a per project aggregate, including

completed operations, and shall be on a claims-occurred basis. This policy shall name CITY as an additional insured and waive subrogation in favor of CITY.

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

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

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

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

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

By executing this Agreement, COMPANY certifies that the certificate of insurance provided pursuant to this Article complies with the requirements of Chapter 1811 of the Texas Insurance Code. COMPANY shall not use an unapproved certificate of insurance or insert inappropriate language on a certificate. Compliance with state law and this Agreement is the sole and exclusive responsibility of COMPANY.

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

ARTICLE X. ATTORNEY FEES

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

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

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

SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

ARTICLE XI. GOVERNMENTAL IMMUNITY

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

ARTICLE XII. NO THIRD-PARTY BENEFICIARY

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

ARTICLE XIII. RELEASE

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

ARTICLE XIV. GENERAL PROVISIONS

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

B. Governing Law and Venue. The laws of the State of Texas shall govern, construe and enforce all rights and duties of the Parties, including, but not limited to, tort claims and any contractual claims or disputes arising from or relating in any way to the subject matter of this Agreement, without regard to conflict of laws and rules that would direct application of the laws of another jurisdiction. All performance and payment made pursuant to this Agreement shall be

deemed to have occurred in Midland County, Texas. The obligations and undertakings of the Parties shall be deemed to have occurred in Midland County, Texas. Exclusive venue for any claim, suit, or other action arising from or connected in any way to this Agreement shall be in Midland County, Texas.

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

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

If to COMPANY: Enprotec/Hibbs & Todd, Inc.
Sage Diller, PE
402 Cedar
Abilene, Texas 79601

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

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

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

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

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

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

of this Agreement, to which the Parties have agreed to be bound.

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

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

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

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

L. Anti-Boycott Statutes. To the extent that Tex. Gov't Code §§ 2271.002 and 2274.002

apply to this Agreement, COMPANY hereby verifies that:

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

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

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

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

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

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

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

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

[Signature Page(s) Follows]

EXECUTED IN DUPLICATE the day and year first above mentioned.

THE CITY OF MIDLAND, TEXAS

_____
Robert Patrick, City Manager

ATTEST:

_____
Amy M. Turner, City Secretary

APPROVED AS TO FORM ONLY:

_____
John Ohnemiller, City Attorney

COMPANY:

By: _____

Name:_____

Title: _____

STATE OF _____§
§
COUNTY OF _____§

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

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

_____
Notary Public, State of Texas

EXHIBIT "A"
PSA for General Services #22001936
TASK ORDER NO. 03

This Task Order pertains to an Agreement by and between City of Midland, Texas, ("CITY"), and Enprotec / Hibbs & Todd, Inc. ("COMPANY"), dated February 9, 2022 ("the Agreement"). COMPANY shall perform services on the project described below as provided herein and in the Agreement. This Task Order shall not be binding until it has been properly signed by both parties. Upon execution, this Task Order shall supplement the Agreement as it pertains to the project described below.

TASK ORDER NUMBER: 03
PROJET NAME: Water Purification Plant (WPP) Solids Handling Improvements

PART 1.0 **PROJECT DESCRIPTION:**
Company will provide professional services associated with the proposed improvements to the WPP Solids Handling Facilities. The existing centrifuge will be replaced with a volute press and appurtenances required for a complete and operable solids handling system.

PART 2.0 **SCOPE OF SERVICES TO BE PERFORMED BY COMPANY ON THE PROJECT:**
Company proposes the following basic Professional Services:

A. Design Phase Services
B. Bidding Phase Services
C. Construction Phase Services

Company proposes the following Additional Services:

A. O&M Development
B. Resident Project Representation
C. Construction Materials Testing
D. Surveying

Refer to Exhibit "B" for additional description of proposed services.

PART 3.0 **PERIODS OF SERVICE:**
December 1, 2022 – December 31, 2023

PART 4.0 **PAYMENTS TO COMPANY:**
Work to be performed on a lump sum basis in accordance with the breakdown provided below:

A. Design Phase Services - $240,000.00
B. Bidding Phase Services - $17,000.00
C. Construction Phase Services - $90,000.00
D. Surveying Services - $10,000.00
E. Construction Materials Testing Services - $10,000.00
F. O&M Development Services - $10,000.00
G. Resident Project Representation Services - $200,000.00
H. Total Compensation - $577,000.00

Additional Task Orders may be issued by the City during the performance of the tasks on an hourly and reimbursable basis in accordance with the Schedule of Charges attached to this Task Order.

PART 5.0 **OTHER:**

This Task Order is executed this _____ day of _____, 20___.

CITY OF MIDLAND, TEXAS "CITY"	ENPROTEC / HIBBS & TODD, INC. "COMPANY"
BY: _____	BY: _____
NAME: _____	NAME: Colden Rich, P.E.
TITLE: _____	TITLE: Associate Vice President
ADDRESS: P. O. Box 1152 Midland, TX 79702	ADDRESS: 402 Cedar St. Abilene, TX 79601

EXHIBIT "B"
PSA for General Services #22001936
TASK ORDER NO. 03

This Task Order pertains to an Agreement by and between City of Midland, Texas, ("CITY"), and Enprotec / Hibbs & Todd, Inc. ("COMPANY"), dated February 9, 2022 ("the Agreement"). COMPANY shall perform services on the project described below as provided herein and in the Agreement. This Task Order shall not be binding until it has been properly signed by both parties. Upon execution, this Task Order shall supplement the Agreement as it pertains to the project described below.

TASK ORDER NUMBER: 03
PROJET NAME: Water Purification Plant (WPP) Solids Handling Improvements

SCOPE OF SERVICES

The Engineer agrees to furnish the Owner with the following specific services:

BASIC ENGINEERING SERVICES

TASK 1 DESIGN PHASE

1.1 Prepare Preliminary Design Phase drawings for the Project.

a. Preliminary Design – Schematic Phase – 30% Design

1) Produce these deliverables:

- Process loads and flows.
- Process design parameters list.
- Major process equipment control table.
- Equipment tagging conventions.
- Preliminary process schematics.
- Preliminary major process P&IDs.

b. Preliminary Design - Spatial Design Phase – 30% Design

1) Spatial design shall proceed after submission of schematic phase deliverables to the Owner. Produce these deliverables:

- Equipment list.
- Site utility analysis.
- Preliminary Items
  - Process equipment information and data.
  - Site layout.
  - Process structure layouts including main piping and valves.
  - Site/Civil and Process sections of Basis of Design Memorandum.

- Sketch sections through major process facilities.

1.2 Prepare Preliminary Design Phase specifications for the Project.

1.3 Submit to the Owner an Opinion of Probable Construction Cost which indicates the cost of each category of work involved in construction of the Project. In providing opinions of cost, or schedules for the Project, the Engineer has no control over cost or price of labor and materials; unknown or latent conditions of existing equipment or structures that may affect operation and maintenance costs; competitive bidding procedures and market conditions; time or quality of performance by third parties; quality, type, management, or direction of operating personnel; and other economic and operational factors that may materially affect the ultimate Project cost or schedule. Therefore, the Engineer makes no warranty that the Owner's actual Project cost, financial aspects, economic feasibility, or schedules will not vary from the Engineer's opinions, analyses, projections, or estimates.

1.4 Project Management and Quality Assurance / Quality Control (QC) Review:

1.4.1 Conduct monthly project update meetings with the Owner, as necessary.

1.4.2 Provide project management activities to properly plan the work, sequence, manage, coordinate, schedule, and monitor the scope tasks and completion of the tasks.

1.4.3 Conduct internal team coordination meetings as required to accomplish the work.

1.4.4 Coordinate, prepare, and review monthly invoices for payment.

1.4.5 Maintain and update on a monthly basis, an action item log, a decision log, and project change log.

Engineer's services under the Preliminary Design Phase will be considered complete on the date when the revised preliminary design phase documents, Opinion of Probable Construction Cost, and any other preliminary design phase deliverables have been delivered to the Owner.

1.5 Prepare Final Design Phase drawings for the Project.

1.5.1 Prepare 60% design (Level 1) Drawings indicating the scope, extent, and character of the Work to be performed and furnished by Contractor.

a. Detailed Design – Construction Contract Documents Level 1 (60% Design)

1) Construction documents will be prepared for the purposes of procuring a qualified contractor to perform the work. The Level 1 deliverables are as follows:

- Secondary systems P&ID drawings.
- Chemical feed systems P&ID drawings.
- Site plan.

- Grading plan.
- General site arrangements and yard piping drawings.
- Major facility plans and sections showing equipment and piping.
- Process equipment specifications and data sheets.
- Valve list.
- Opinion of Probable Construction Cost update.
- Project schedule update.
- Project trend register update identifying changes to scope affecting cost or schedule.

1.6 Prepare 90% design (Level 2) Drawings indicating the scope, extent, and character of the Work to be performed and furnished by Contractor.

1.6.1 Detailed Design - Construction Documents Level 2

a. Level 2 design shall commence after Level 1 deliverables have been submitted to the Owner. Level 2 deliverables are as follows:

- Sections and details showing major process and sub-process equipment.
- Power and lighting plans.
- Underground utility drawings.
- Opinion of Probable Construction Cost update.
- Project schedule update.
- Project trend register update identifying changes to scope affecting cost or schedule.

1.7 Prepare 90% design (Level 2) Specifications indicating the scope, extent, and character of the Work to be performed and furnished by Contractor. If appropriate, Specifications shall conform to the 16-division format of the Construction Specifications Institute.

1.8 Prepare Final (100%) design (Level 2) Drawings indicating the scope, extent, and character of the Work to be performed and furnished by Contractor.

1.8.1 Detailed Design - Construction Documents Level 3

a. Level 3 design shall commence after Level 2 deliverables have been submitted to the Owner. Level 3 deliverables are as follows:

- Final review set of drawings.
- Final review set of specifications and construction contract documents.
- Opinion of Probable Construction Cost update.
- Constructability review.

- Project schedule update.
- Project trend register update identifying changes to scope affecting cost or schedule.

1.9 Prepare Final (100%) design (Level 3) Specifications indicating the scope, extent, and character of the Work to be performed and furnished by Contractor. If appropriate, Specifications shall conform to the 16-division format of the Construction Specifications Institute.

1.10 Equipment Preselection/Procurement Support

If the Owner selects treatment technologies that must be pre-purchased prior to completion of plant design, Engineer will assist in equipment procurement. Equipment will be bid, and a contract awarded by the Owner. Notice to Proceed to the equipment supplier will be given during the Level 3 design phase, and Engineer will perform submittal reviews to allow fabrication during that phase. The contract will be later assigned to the Construction Contractor for delivery, installation, start-up, and warranty.

1.10.1 Develop Equipment Procurement Solicitation Documents including equipment specifications, terms, and conditions. Review with Owner's operational and legal personnel in an Equipment Procurement Meeting.

1.10.2 Assist Owner with extending invitations to bid equipment procurement solicitation.

1.10.3 Receive inquiries from equipment manufacturers during bidding period and respond as required.

1.10.4 Review bids after receipt by Owner and develop a recommendation for award. Assist Owner in interpretation of procurement solicitation and in making contract award.

1.11 Project Management and QA/QC Control:

1.11.1 Conduct monthly project update meetings with the Owner, as necessary.

1.11.2 Provide project management activities to properly plan the work, sequence, manage, coordinate, schedule, and monitor the scope tasks and completion of the tasks.

1.11.3 Conduct internal team coordination meetings as required to accomplish the work.

1.11.4 Coordinate, prepare, and review monthly invoices for payment.

1.11.5 Maintain and update on a monthly basis, an action item log, a decision log, and project change log.

Engineer's services under the Final Design Phase will be considered complete on the date when the revised final design phase documents, Opinion of Probable Construction Cost, and any other final design phase deliverables have been delivered to the Owner.

TASK 2 BIDDING OR NEGOTIATING (CONTRACTOR PROCUREMENT) PHASE

2.1 After acceptance by Owner of the Bidding Documents and the most recent Opinion of Probable Construction Cost as determined in the Final Design Phase, Engineer shall:

2.1.1 Issue Addenda as appropriate to clarify, correct, or change the Bidding Documents.

2.1.2 Provide information or assistance needed by Owner in the course of any negotiations with prospective contractors.

2.1.3 Consult with Owner as to the acceptability of subcontractors, suppliers, and other individuals and entities proposed by prospective contractors for those portions of the Work as to which such acceptability is required by the Bidding Documents.

2.1.4 Attend the Bid opening, prepare Bid tabulation sheets, and assist Owner in evaluating Bids or proposals and in assembling and awarding contracts for the Work.

2.2 Project Management:

2.2.1 Conduct monthly project update meetings with the Owner, as necessary.

2.2.2 Provide project management activities to properly manage, coordinate, schedule, and monitor the scope tasks and completion of the tasks.

2.2.3 Conduct internal team coordination meetings as required to accomplish the work.

2.2.4 Coordinate, prepare, and review monthly invoices for payment.

2.2.5 Maintain and update on a monthly basis, an action item log, a decision log, and project change log.

The Bidding or Negotiating Phase will be considered complete upon commencement of the Construction Phase or upon cessation of negotiations with prospective contractors.

TASK 3 CONSTRUCTION PHASE

Upon successful completion of the Bidding and Negotiating Phase, Engineer shall:

3.1 *General Administration of Construction Contract.* Consult with Owner and act as Owner's representative as provided in the General Conditions of the Construction Documents. The extent and limitations of the duties, responsibilities, and authority of Engineer as assigned in the General Conditions shall not be modified, except as Engineer may otherwise agree in

writing. All of Owner's instructions to Contractor will be issued through Engineer, which shall have authority to act on behalf of Owner in dealings with Contractor to the extent provided in this Agreement and the General Conditions except as otherwise provided in writing.

3.1.1 *Selecting Independent Testing Laboratory*. Assist Owner in the selection of an independent testing laboratory to perform construction materials testing services.

3.1.2 *Pre-Construction Conference*. Participate in a Pre-Construction Conference prior to commencement of Work at the Site.

3.1.3 Schedules. Receive, review, and determine the acceptability of any and all schedules that Contractor is required to submit to Engineer, including the Progress Schedule, Schedule of Submittals, and Schedule of Values.

3.1.4 Baselines and Benchmarks. As appropriate, establish baselines and benchmarks for locating the Work which in Engineer's judgment are necessary to enable Contractor to proceed.

3.1.5 Disagreements between Owner and Contractor. Render formal written decisions on all duly submitted issues relating to the acceptability of Contractor's work or the interpretation of the requirements of the Contract Documents pertaining to the execution, performance, or progress of Contractor's Work; review each duly submitted Claim by Owner or Contractor, and in writing either deny such Claim in whole or in part, approve such Claim, or decline to resolve such Claim if Engineer in its discretion concludes that to do so would be inappropriate. In rendering such decisions, Engineer shall be fair and not show partiality to Owner or Contractor and shall not be liable in connection with any decision rendered in good faith in such capacity.

3.1.6 *Applications for Payment*. Based on Engineer's observations as an experienced and qualified design professional and on review of Applications for Payment and accompanying supporting documentation:

a. Determine the amounts that Engineer recommends Contractor be paid. Such recommendations of payment will be in writing and will constitute Engineer's representation to Owner, based on such observations and review, that, to the best of Engineer's knowledge, information and belief, Contractor's Work has progressed to the point indicated, the quality of such Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents, and to any other qualifications stated in the recommendation), and the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe Contractor's Work. In the case of unit price work, Engineer's recommendations of payment will include final determinations of quantities and classifications of Contractor's Work (subject to any subsequent adjustments allowed by the Contract Documents).

b. By recommending any payment, Engineer shall not thereby be deemed to have represented that observations made by Engineer to check the quality or quantity of Contractor's Work as it is performed and furnished have been exhaustive, extended to every aspect of Contractor's Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in this Agreement and the Contract Documents. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment including final payment will impose on Engineer responsibility to supervise, direct, or control Contractor's Work in progress or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident thereto, or Contractor's compliance with Laws and Regulations applicable to Contractor's furnishing and performing the Work. It will also not impose responsibility on Engineer to make any examination to ascertain how or for what purposes Contractor has used the moneys paid on account of the Contract Price, or to determine that title to any portion of the Work in progress, materials, or equipment has passed to Owner free and clear of any liens, claims, security interests, or encumbrances, or that there may not be other matters at issue between Owner and Contractor that might affect the amount that should be paid.

3.1.7 *Contractor's Completion Documents.* Receive, review, and transmit to Owner maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance required by the Contract Documents, certificates of inspection, tests and approvals, Shop Drawings, Samples and other data approved, and the annotated record documents which are to be assembled by Contractor in accordance with the Contract Documents to obtain final payment.

3.1.8 *Substantial Completion.* Promptly after notice from Contractor that Contractor considers the entire Work ready for its intended use, in company of Contractor and on behalf of Owner, conduct an inspection to determine if the Work is substantially complete. If after considering any objections of Owner, Engineer considers the Work substantially complete, Engineer shall deliver a certificate of Substantial Completion to Owner and Contractor.

3.1.9 *Final Notice of Acceptability of the Work.* Conduct a final inspection to determine if the completed Work of Contractor is acceptable so that Engineer may recommend, in writing, final payment to Contractor. Accompanying the recommendation for final payment, Engineer shall also provide a notice in written form that the Work is acceptable to the best of Engineer's knowledge, information, and belief and based on the extent of the services provided by Engineer under this Agreement.

3.2 *Visits to Site and Observation of Construction.* In connection with observations of Contractor's Work while it is in progress:

3.2.1 Make visits to the Site as necessary. Engineer shall also visit the Site at intervals appropriate to the various stages of construction, as Engineer deems necessary, to observe as an experienced and qualified design professional the progress and quality of Contractor's executed Work. Such visits and observations by Engineer

are not intended to be exhaustive or to extend to every aspect of Contractor's Work in progress or to involve detailed inspections of Contractor's Work in progress beyond the responsibilities specifically assigned to Engineer in this Agreement and the Contract Documents, but rather are to be limited to spot checking, selective sampling, and similar methods of general observation of the Work based on Engineer's exercise of professional judgment. Based on information obtained during such visits and observations, Engineer will determine in general if the Work is proceeding in accordance with the Contract Documents, and Engineer shall keep Owner informed of the progress of the Work.

3.2.2 The purpose of Engineer's visits to the Site will be to enable Engineer to better carry out the duties and responsibilities assigned to and undertaken by Engineer during the Construction Phase, and, in addition, by the exercise of Engineer's efforts as an experienced and qualified design professional, to provide for Owner a greater degree of confidence that the completed Work will conform in general to the Contract Documents and that Contractor has implemented and maintained the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents. Engineer shall not, during such visits or as a result of such observations of Contractor's Work in progress, supervise, direct, or have control over Contractor's Work, nor shall Engineer have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by Contractor, for security or safety on the Site, for safety precautions and programs incident to Contractor's Work, nor for any failure of Contractor to comply with Laws and Regulations applicable to Contractor's furnishing and performing the Work. Accordingly, Engineer neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform the Work in accordance with the Contract Documents.

3.2.3 *Inspections and Tests.* Require such special inspections or tests of Contractor's work as deemed reasonably necessary, and receive and review all certificates of inspections, tests, and approvals required by Laws and Regulations or the Contract Documents. Engineer's review of such certificates will be for the purpose of determining that the results certified indicate compliance with the Contract Documents and will not constitute an independent evaluation that the content or procedures of such inspections, tests, or approvals comply with the requirements of the Contract Documents. Engineer shall be entitled to rely on the results of such tests.

3.2.4 *Defective Work.* Engineer will have the authority to reject Contractor's Work while it is in progress if, on the basis of Engineer's observations, Engineer believes that such Work will not produce a completed Project that conforms generally to the Contract Documents or that it will threaten the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents. However, neither Engineer's authority to reject Work nor Engineer's decision to exercise or not exercise such authority shall give rise to a duty or responsibility of the Engineer to Contractors, Subcontractors, material and equipment suppliers, their agents or employees, or any other person(s) or entities performing any of the Work, including but not limited to any duty or responsibility for Contractors' or Subcontractors' safety precautions and programs incident to the Work.

3.2.5 *Clarifications and Interpretations; Field Orders.* Issue necessary clarifications and interpretations of the Contract Documents as appropriate to the orderly completion of Contractor's work. Such clarifications and interpretations will be consistent with the intent of and reasonably inferable from the Contract Documents. Engineer may issue Field Orders *authorizing* minor variations in the Work from the requirements of the Contract Documents.

3.2.6 *Change Orders and Work Change Directives.* Recommend Change Orders and Work Change Directives to Owner, as appropriate, and prepare Change Orders and Work Change Directives as required.

3.3 *Shop Drawings and Samples.* Review and approve or take other appropriate action in respect to Shop Drawings and Samples and other data which Contractor is required to submit, but only for conformance with the information given in the Contract Documents and compatibility with the design *concept* of the completed Project as a functioning whole as indicated by the Contract Documents. Such reviews and approvals or other action will not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions and programs incident thereto. Engineer shall meet any Contractor's submittal schedule that Engineer has accepted.

3.3.1 *Substitutes and "or-equal."* Evaluate and determine the acceptability of substitute or "or-equal" materials and *equipment* proposed by Contractor.

3.4 Project Management:

3.4.1 Conduct construction status meetings with the Owner, as necessary.

3.4.2 Provide project management activities to properly manage, coordinate, schedule, and monitor the scope tasks and completion of the tasks.

3.4.3 Conduct internal team coordination meetings as required to accomplish the work.

3.4.4 Coordinate, prepare, and review monthly invoices for payment.

3.4.5 Maintain and update on a monthly basis, an action item log, a decision log, and project change log.

Duration of Construction Phase. The Construction Phase will commence with the execution of the first construction Contract for the Project or any part thereof and will terminate upon written recommendation by Engineer for final payment to Contractors.

Limitation of Responsibilities. Engineer shall not be responsible for the acts or omissions of any Contractor, or of any subcontractors, suppliers, or other individuals or entities performing or furnishing any of the Work. Engineer shall not be responsible for the failure of any Contractor to perform or furnish the Work in accordance with the Contract Documents.

The following Special Services are agreed to between the Owner and Engineer as essential components for successful completion of the Project. These Special Services shall be provided by the Engineer as a part of the Basic Engineering Services set forth in this Exhibit A.

4.1 Preparing and furnishing to Owner Record Drawings shown appropriate record information based on Project annotated record documents received from Contractor.

4.2 Preparation of operations and maintenance manual for the WPP. Operations and maintenance manuals will be compiled from equipment vendor materials. Develop a Plan of Operations outlining the intent and procedures for plant operation to meet discharge permit parameters.

4.3 Resident Project Representative:

4.3.1 Engineer shall furnish a Resident Project Representative ("RPR"), assistants, and other field staff to assist Engineer in observing progress and quality of the Work. The RPR, assistants, and other field staff under this Subtask will provide part time representation during construction of the Work.

4.3.2 Through such additional observations of Contractor's work in progress and field checks of materials and equipment by the RPR and assistants, Engineer shall endeavor to provide further protection for Owner against defects and deficiencies in the Work. However, Engineer shall not, during such visits or as a result of such observations of Contractor's work in progress, supervise, direct, or have control over the Contractor's Work nor shall Engineer have authority over or responsibility for the means, methods, techniques, sequences, or procedures selected by Contractor, for safety precautions and programs incident to the Contractor's work in progress, for any failure of Contractor to comply with Laws and Regulations applicable to Contractor's performing and furnishing the Work, or responsibility of construction for Contractor's failure to furnish and perform the Work in accordance with the Contract Documents.

4.3.3 The duties and responsibilities of the RPR are limited to those of Engineer in the Agreement with the Owner and in the Contract Documents, and are further limited and described as follows:

a. *General:* RPR is Engineer's agent at the Site, will act as directed by and under the supervision of Engineer, and will confer with Engineer regarding RPR's dealings in matters pertaining to the Contractor's work in progress shall in general be with Engineer and Contractor, keeping Owner advised as necessary. RPR's dealings with subcontractors shall only be through or with the full knowledge and approval of Contractor. RPR shall generally communicate with Owner with the knowledge of and under the direction of Engineer.

b. *Schedules:* Review the progress schedule, schedule of Shop Drawing and Sample submittals, and schedule of values prepared by Contractor and

consult with Engineer concerning acceptability.

c. *Conferences and Meetings:* Attend meetings with Contractor, such as preconstruction conferences, progress meetings, job conferences and other project-related meetings, and prepare and circulate copies of minutes thereof.

d. *Liaison:*

1) Serve as Engineer's liaison with Contractor, working principally through Contractor's superintendent.

2) Assist Engineer in serving as Owner's liaison with Contractor when Contractor's operations affect Owner's on-site operations.

3) Assist in obtaining from Owner additional details or information, when required for proper execution of the Work.

e. *Interpretation of Contract Documents:* Report to Engineer when clarifications and interpretations of the Contract Documents are needed and transmit to Contractor clarifications and interpretations as issued by Engineer.

f. *Shop Drawings and Samples:*

1) Record date of receipt of Samples and approved Shop Drawings.

2) Receive samples which are furnished at the Site by Contractor and notify Engineer of availability of samples for examination.

3) Advise Engineer and Contractor of the commencement of any portion of the Work requiring a Shop Drawing or Sample submittal for which RPR believes that the submittal has not been reviewed by Engineer.

g. *Modifications:* Consider and evaluate Contractor's suggestions for modifications in Drawings or Specifications and report with RPR's recommendations to Engineer. Transmit to Contractor in writing decisions as issued by Engineer.

h. *Review of Work and Rejection of Defective Work:*

1) Conduct on-site observations of Contractor's work in progress to assist Engineer in determining if the Work is in general proceeding in accordance with the Contract Documents.

2) Report to Engineer whenever RPR believes that any part of Contractor's work in progress will not produce a completed Project that conforms generally to the Contract Documents or will prejudice the integrity of the design concept of the completed Project as a

functioning whole as indicated in the Contract Documents, or has been damaged, or does not meet the requirements of any inspection, test or approval required to be made; and advise Engineer of that part of work in progress that RPR believes should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection or approval.

i. *Inspections, Tests, and System Startups:*

1) Consult with Engineer in advance of scheduled major inspections, tests, and systems startups of important phases of the Work.

2) Verify that tests, equipment, and systems start-ups and operating and maintenance training are conducted in the presence of appropriate Owner's personnel, and that contractor maintains adequate records thereof.

3) Observe, record, and report to Engineer appropriate details relative to the test procedures and systems startups.

4) Accompany visiting inspectors representing public or other agencies having jurisdiction over the Project, record the results of these inspections, and report to Engineer.

j. *Records:*

1) Maintain at the Site orderly files for correspondence, reports of job conferences, reproductions of original Contract Documents including all Change Orders, Field Orders, Work Change Directives, addenda, additional Drawings issued subsequent to the execution of the Contract, Engineer's clarifications and interpretations of the Contract Documents, progress reports, Shop Drawing and Sample submittals received from and delivered to Contractor, and other Project related documents.

2) Prepare a daily report or keep a diary or log book, recording Contractor's hours on the Site, weather conditions, data relative to questions of Change Orders, Field Orders, Work Change Directives, or changed conditions, Site visitors, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to Engineer.

3) Record names, addresses and telephone numbers of all Contractors, subcontractors, and major suppliers of materials and equipment.

4) Maintain records for use in preparing Project documentation.

5) Upon completion of the Work, furnish original set of all RPR Project

documentation to Engineer.

k. *Reports:*

1) Furnish to Engineer periodic reports as required of progress of the Work and of Contractor's compliance with the progress schedule and schedule of Shop Drawing and Sample submittals.

2) Draft and recommend to Engineer, proposed Change Orders, Work Change Directives, and Field Orders. Obtain backup material from Contractor.

3) Furnish to Engineer and Owner copies of all inspection, test, and system startup reports.

4) Report immediately to Engineer the occurrence of any Site accidents, any Hazardous Environmental Conditions, emergencies, or acts of God endangering the Work, and property damaged by fire or other causes.

l. *Payment Requests:* Review Applications for Payment with Contractor for compliance with the established procedure for their submissions and forward with recommendations to Engineer, noting particularly the relationship of the payment requested to the schedule of values, Work completed, and materials and equipment delivered at the Site but not incorporated in the Work.

m. *Certificates, Operation and Maintenance Manuals:* During the course of the Work, verify that materials and equipment certificates, operation and maintenance manuals and other data required by the Specifications to be assembled and furnished by Contractor are applicable to the items actually installed and in accordance with the Contract Documents, and have these documents delivered to Engineer for review and forwarding to Owner prior to payment for that part of the Work.

n. *Completion:*

1) Before Engineer issues a Certificate of Substantial Completion, submit to Contractor a list of observed items requiring completion or correction.

2) Observe whether Contractor has arranged for inspections required by Laws and Regulations, including but not limited to those to be performed by public agencies having jurisdiction over the Work.

3) Participate in a final inspection in the company of Engineer, Owner, and Contractor and prepare a final list of items to be completed or corrected.

4) Observe whether all items on final list have been completed or corrected and make recommendations to Engineer concerning acceptance and issuance of the Notice of Acceptability of the Work.

4.3.4 Resident Project Representative shall not:

o. Authorize any deviation from the Contract Documents or substitution of materials or equipment (including "or-equal" items).

p. Exceed limitations of Engineer's authority as set forth in this Agreement or the Contract Documents.

q. Undertake any of the responsibilities of Contractor, subcontractors, suppliers, or Contractor's superintendent.

r. Advise on, issue directions relative to or assume control over any aspect of the means, methods, techniques, sequences or procedures of Contractor's work unless such advice or directions are specifically required by the Contract Documents.

s. Advise on, issue directions regarding, or assume control over safety precautions and programs in connection with the activities or operations of Owner or Contractor.

t. Participate in specialized field or laboratory tests or inspections conducted off-site by others except as specifically authorized by Engineer.

u. Accept Shop Drawing or Sample submittals from anyone other than Contractor.

v. Authorize Owner to occupy the Project in whole or in part.

w. Be responsible for the acts or omissions of Contractor or of any Subcontractor, any Supplier, or of any other individual or entity performing any of the work.

4.4 Construction Materials Testing:

4.4.1 Engineer shall furnish construction materials testing (CMT) services for the projects.

4.4.2 Testing shall be in conformance with the specifications, drawings, and any local authorities having jurisdiction.

4.5 Perform a topographic survey of the WPP Solids Handling Facilities and associated appurtenances for the purpose of design development.

Enprotec / Hibbs & Todd, Inc.
HOURLY CHARGES FOR PROFESSIONAL SERVICES (2022)

Charges include all salaries, salary expense, overhead, and profit.

Principal	$ 230.00 per hour
Senior Project Manager	190.00 per hour
Project Manager	170.00 per hour
Senior Engineer / Geologist	150.00 per hour
Project Engineer / Geologist	135.00 per hour
Staff Engineer I / Geologist I	120.00 per hour
Staff Engineer II / Geologist II	105.00 per hour
RPLS I	155.00 per hour
Operations Specialist / Regulatory Compliance Specialist	150.00 per hour
Contract Operator (Certified Class A/B Operator	120.00 per hour
Contract Operator (Certified Class C/D Water Operator)	100.00 per hour
Engineering / Field Technician I	135.00 per hour
Engineering / Field Technician II	110.00 per hour
Engineering / Field Technician III	85.00 per hour
Survey Tech I	85.00 per hour
Survey Tech II	65.00 per hour
CAD I	130.00 per hour
CAD II	100.00 per hour
CAD III	65.00 per hour
Administrative	70.00 per hour
Survey Party	225.00 per hour - 3 man
	200.00 per hour - 2 man
	175.00 per hour - 1 man

Expense Items

Consultants, Contractors & Supplies	Cost plus 10%
Travel (out of town only)	Current IRS rate per mile
Lodging and meals (out of town trips)	Actual cost

City Council Meeting

Item Number: 8

Meeting Date: January 10, 2023

To: City Council / City Manager

From: Erika Martinez, Manager, Purchasing

Subject: RESOLUTION APPROVING A CONTRACT WITH MUSCO CORPORATION DBA MUSCO SPORTS LIGHTING, LLC, THROUGH BUYBOARD, FOR THE PURCHASE AND INSTALLATION OF LED FIELD LIGHTING AT ASTOUND FOOTBALL STADIUM FOR A TOTAL COST OF $719,765.00; APPROVING $30,000.00 FOR PROJECT RELATED COSTS; AND APPROPRIATING FUNDS FOR SAID CONTRACT (DISTRICT 4) (GENERAL SERVICES)

Purpose:

Resolution authorizing the execution of a contract for the purchase and installation of LED Field lights at the Scharbauer Sports Complex Astound Football Stadium with MUSCO Corporation dba MUSCO Sports Lighting, LLC through Buyboard contract 677-22 for a cost of $719,765.00 plus $30,000.00 in project related for a total cost of $749,765.00; and transferring and appropriating funds; and authorizing payment.

Recommended City Council Action:

Approve

Fiscal Impact:

Funding of $749,765.00 is available in the Scharbauer Sports Complex operating budget and will be transferred and appropriated to a project in the Special Revenue Capital Projects Fund.

Discussion:

Staff recommends executing a contract for the purchase and installation of LED Field lights at the Scharbauer Sports Complex Astound Football Stadium with MUSCO Corporation dba MUSCO Sports Lighting, LLC through Buyboard contract 677-22. We are members of the Buyboard cooperative and Subchapter F, Section 271.102 of the Local Government Code

provides that a local government may participate in a cooperative purchasing program and that purchasing goods or services under Subchapter F satisfies any state law requiring the local government to seek competitive bids for those purchases. Please see the attached memo from Cristina Burns, Community Services Director, for more information.

Therefore, please consider a resolution authorizing the execution of a contract for the purchase and installation of LED Field lights at the Scharbauer Sports Complex Astound Football Stadium with MUSCO Corporation dba MUSCO Sports Lighting, LLC of Oskaloosa, IA through Buyboard contract 677-22 for a cost of $719,765.00 plus $30,000.00 in project related for a total cost of $749,765.00; and transferring and appropriating funds; and authorizing payment.

Tina Daugherty

City Manager's Office

Scharbauer Sports Complex Division
Interoffice Memorandum

Date: December 27, 2022

To: Morris Williams Jr., Deputy City Manager

From: Cristina Burns, Community Services Director

Subject: Purchase and Installation of LED Field Lighting at Astound Broadband Stadium at the Scharbauer Sports Complex

The Community Services Department recommends the BuyBoard purchase of LED field lights to be installed at the Scharbauer Sports Complex Astound Broadband Stadium. The lights at Momentum Bank Ballpark were recently upgraded to LED, and the quality of the light is vastly improved. In addition, the cost savings due to the LED technology can be estimated at $37, 752 over a ten year period.

Musco Lighting has submitted a BuyBoard quote of $692,982 for the lighting upgrade. An additional $26,783 is requested to include installation of the "show light" custom color entertainment lighting package.

The BuyBoard quote totals $719,765 and includes all engineering, materials, freight, crane, installation, 25 year warranty and technology. Staff requests an additional $30,000 to cover any work to be completed outside of the contract with Musco. Total funds requested for installation of LED lights at the Astound Broadband Stadium is $749,765.00.

$749,765.00 is available in the Scharbauer Sports Complex 2023 operating budget (079620 57002) and will be appropriated to a project in the Capital Projects Fund.

RESOLUTION NO. _____

RESOLUTION APPROVING A CONTRACT WITH MUSCO CORPORATION DBA MUSCO SPORTS LIGHTING, LLC, THROUGH BUYBOARD, FOR THE PURCHASE AND INSTALLATION OF LED FIELD LIGHTING AT ASTOUND FOOTBALL STADIUM FOR A TOTAL COST OF $719,765.00; APPROVING $30,000.00 FOR PROJECT RELATED COSTS; AND APPROPRIATING FUNDS FOR SAID CONTRACT

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

WHEREAS, Musco Corporation DBA Musco Sports Lighting, LLC, has submitted a total proposed cost to the City of $719,765.00 for the purchase and installation of LED field lighting at Astound Football Stadium through Buyboard; and

WHEREAS, the Council finds the price proposed by Musco Corporation through Buyboard for said field lighting to be fair and reasonable; and

WHEREAS, the City Council finds it to be in the public interest to approve a contract with Musco Corporation for the purchase and installation of LED field lighting at Astound Football Stadium through Buyboard; and

WHEREAS, the City Council finds it to be in the public interest to approve $30,000.00 for project related costs;

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

SECTION ONE. That the City Manager and City Secretary are hereby authorized and directed to execute and attest, respectively, on behalf of the City of Midland, a contract for the purchase and installation of LED field lighting at Astound Football Stadium, through Buyboard, for a total cost of $719,765.00. Said contract being attached hereto as Exhibit A and incorporated herein for all purposes.

SECTION TWO. That the sum of $30,000.00 for project related costs is hereby

approved.

SECTION THREE. That the sum of $749,765.00 is hereby appropriated from the Scharbauer Sports Complex operating budget and transferred to a project established by the City of Midland Finance Department in the Special Revenue Capital Projects Fund (080).

SECTION FOUR. That the City Comptroller is hereby authorized and directed to pay Musco Corporation in accordance with the provisions of the above-referenced contract from funds available in project established by the City of Midland Finance Department in the Special Revenue Capital Projects Fund (080) upon receipt of proper invoices or statements approved by the City Manager.

On motion of Council member _____, seconded by Council member _____, the above and foregoing resolution was adopted by the City Council of the City of Midland at a regular meeting on the _____ day of _____, A.D., 2023, by the following vote:

Council members voting "AYE":

Council members voting "NAY":

_____
Lori Merritt Blong, Mayor

ATTEST:

_____
Amy M. Turner, City Secretary

RECOMMENDED AND APPROVED:

_____
Robert Patrick, City Manager

APPROVED AS TO CONTENT
AND COMPLETENESS:

_____
Regina Stephenson, General Services Director

APPROVED AS TO FORM ONLY:

_____
John Ohnemiller, City Attorney

THE CITY OF MIDLAND

CONTRACT

23001918

THIS CONTRACT, effective the 11th day of January, 2023, by and between the City of Midland, hereinafter referred to as "CITY", and MUSCO Corporation dba MUSCO Sports Lighting, LLC, hereinafter referred to as "COMPANY", is made for the following considerations:

1. **Cost:** Total Proposal: $ 719,765.00 DOLLARS

2. **Scope of Work:** COMPANY shall perform all work described for the purchase and installation of equipment and field lighting products at Astound Football Stadium in the following documents, attached hereto and incorporated herein by reference for all legal purposes.

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

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

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

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

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

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

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

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

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

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

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

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

8.1. **COMPANY AGREES THAT IT WILL INDEMNIFY AND SAVE CITY HARMLESS FROM ALL CLAIMS GROWING OUT OF ANY DEMANDS OF SUBCONTRACTORS, LABORERS, WORKMEN, MECHANICS, MATERIALMEN, AND FURNISHERS OF MACHINERY AND PARTS THEREOF, EQUIPMENT, POWER TOOLS AND ALL SUPPLIES, INCURRED IN THE FURTHERANCE OF THE PERFORMANCE OF THIS CONTRACT. WHEN CITY SO DESIRES, COMPANY SHALL FURNISH SATISFACTORY EVIDENCE THAT ALL OBLIGATIONS OF THE NATURE HEREINABOVE DESIGNATED HAVE BEEN PAID, DISCHARGED OR WAIVED. COMPANY, ITS SURETIES AND INSURANCE CARRIERS SHALL DEFEND, INDEMNIFY AND SAVE HARMLESS CITY AND ALL OF ITS OFFICERS, AGENTS AND EMPLOYEES FROM ALL SUITS, ACTIONS, OR CLAIMS OF ANY CHARACTER WHATSOEVER, BROUGHT FOR OR ON ACCOUNT OF ANY INJURIES OR DAMAGES RECEIVED OR SUSTAINED BY ANY PERSON OR PERSONS OR PROPERTY, ARISING FROM ANY ACT OF COMPANY OR ANY SUBCONTRACTOR, THEIR AGENTS OR EMPLOYEES, IN THE EXECUTION AND SUPERVISION OF THIS CONTRACT, AND WILL BE REQUIRED TO PAY ANY JUDGMENT WITH COSTS WHICH MAY BE OBTAINED AGAINST CITY OR ANY OF ITS OFFICERS, AGENTS, OR EMPLOYEES INCLUDING ATTORNEY'S FEES. THE OBLIGATIONS CONTAINED IN THIS SECTION 8.1 SHALL SURVIVE THE TERMINATION OF THIS CONTRACT.**

9. **Start of Work:** COMPANY shall commence work no later than eight (8) weeks after receipt of the execution of this document or other written release to proceed and shall complete such work no later than 180 calendar days after release to proceed.

10. **Clean Up:** COMPANY shall promptly remove from CITY's premises all materials condemned by CITY's Representative on account of failure to conform to the contract, whether actually incorporated in the work or not, and COMPANY shall at its own expense promptly replace and remove materials

with other materials conforming to the requirements of the contract. COMPANY shall also bear the expense of restoring all work of other contractors damaged by any such removal or replacement. If COMPANY does not remove and replace any such condemned materials within a reasonable time after a written notice by CITY, CITY may remove and replace such at COMPANY's expense.

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

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

12.1. Defective work not remedied; or

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

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

12.4. Damages to another contractor or subcontractor.

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

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

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

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

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

16. **Payment; Retainage:** After all work is completed by COMPANY, including all Change Orders altering the original scope and amount of the contract are completed, and the CITY has inspected and approved that the work is completed and in compliance with the contract and all subsequent Change Orders, the CITY may thereafter issue payment to COMPANY in the amount of the contract and all Change Orders. The CITY shall be the final judge of when the work is completed by COMPANY. The CITY, in its sole discretion, shall determine if the work under the contract and under any Change Orders has been done to the CITY's requirements.

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

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

17.1. In the event COMPANY shall neglect, fail or refuse to complete the work within the time herein specified, or any proper extension thereof granted by the CITY, then COMPANY and COMPANY's surety, if any, shall be liable for and does hereby agree, as a part consideration for the awarding of this contract, to pay to the CITY $500.00, not as a penalty but as liquidated damages for such breach of contract as hereinafter set forth, for each and every day that COMPANY shall be in default after the time stipulated in the contract for completing the work. Further, the CITY shall have the right to cancel

this contract for such delay. In the event the CITY cancels this contract pursuant to the terms of this section, the CITY shall pay to COMPANY only those monies deemed appropriate by the CITY, in its sole discretion, to compensate COMPANY for any work actually performed, less any liquidated damages COMPANY owes the CITY.

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

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

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

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

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

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

17.5. **COMPANY AGREES THAT THE PAYMENT OF SUCH LIQUIDATED DAMAGES MAY BE RECOVERED BY THE CITY FROM RETAINAGE HELD BY THE CITY. NOTWITHSTANDING ANY OTHER PROVISION HEREOF, COMPANY HEREBY RELEASES, ACQUITS, RELINQUISHES AND FOREVER DISCHARGES CITY, CITY'S EMPLOYEES AND OFFICERS FROM ANY AND ALL DEMANDS, CLAIMS, DAMAGES, OR**

CAUSES OF ACTION OF ANY KIND WHATSOEVER ARISING FROM THE CITY WITHHOLDING PAYMENT FROM COMPANY AS LIQUIDATED DAMAGES FOR COMPANY'S FAILURE TO COMPLETE THE WORK WITHIN THE TIME SPECIFIED HEREIN, INCLUDING BUT NOT LIMITED TO BREACH OF CONTRACT, QUANTUM MERUIT, CLAIMS UNDER THE DUE PROCESS AND TAKINGS CLAUSES OF THE TEXAS AND UNITED STATES CONSTITUTIONS, TORT CLAIMS, OR CITY'S NEGLIGENCE.

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

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

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

COMPANY MIGHT OTHERWISE BE ENTITLED.

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

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

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

THERE IS NO WAIVER OF GOVERNMENTAL IMMUNITY.

21. **Insurance:**

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

Commercial General Liability (including Contractual liability):

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

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

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

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

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

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

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

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

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

23. **RELEASE: EXCEPT FOR PAYMENT DUE UNDER THIS CONTRACT, NOTWITHSTANDING ANY OTHER PROVISION CONTAINED HEREIN, COMPANY HEREBY RELEASES, ACQUITS, RELINQUISHES AND FOREVER DISCHARGES CITY AND**

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

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

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

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

26. **Notice of Alleged Breach; Statutory Prerequisites:** As a condition precedent to filing suit for

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

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

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

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

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

30. To the extent that Sections 2271.002 and 2274.002 of the Texas Government Code (collectively, the "Anti-Boycott Statutes") apply to this Contract, Company hereby verifies:

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

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

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

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

33. **Conflict of Terms.** If a conflict of terms or language exists between: (i) any of the provisions of this Contract and (ii) any of the provisions contained in any exhibit(s) attached to this Contract, precedence shall be given to the provisions of this Contract. For the avoidance of any doubt, the provisions contained in this Contract shall supersede any and all conflicting provisions contained in any exhibit(s) attached hereto. Company agrees that all iron or steel products produced through a manufacturing process and used

in the project that is the subject of this Contract shall be produced in the United States in accordance with Government Code § 2252.202, et seq., as amended.

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

EXECUTED IN DUPLICATE the day and year first above mentioned.

THE CITY OF MIDLAND, TEXAS

By: _____
Robert Patrick, City Manager

ATTEST

_____
Amy M. Turner, City Secretary

APPROVED ONLYAS TO FORM

_____
John Ohnemiller, City Attorney

COMPANY:

By: _____

Name:_____

Title: _____

STATE OF _____ §

§

COUNTY OF_____ §

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

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

_____

Notary Public, State of _____

Quote

Date: December 8,2022
Expiration date: January 8,2023
To: Joey Jolly

Project: Grande Communications Football Stadium Retrofit
Midland, TX
Musco Project Number: 218331

BuyBoard
Master Project: 218434, **Contract Number:** 677-22, **Expiration:** 09/30/2023
Commodity: Parks and Sports Field Lighting Products and Installation Services

All purchase orders should note the following:
BuyBoard purchase – Contract Number: 677-22

Quotation Price – Materials Delivered to Job Site and Installation

Football Stadium – 360' x 160' ..... ***$ 692,982***

- ***Adder for Custom Color Accent Lighting*** - ..... ***$ 26,783 ($719,765)***

Sales tax is not included.
Quote is confidential. Pricing and lead times are effective for 30 days only. Prices are subject to change if the order is not released within 60 days from the date of the purchase.

Light-Structure System™ retrofit with Total Light Control – TLC for LED™ technology

Guaranteed Lighting Performance

- Guaranteed light levels of 100fc and uniformity of 1.5:1
- BallTracker® technology – targeted light, optimizing visibility of the ball in play with no glare in the players typical line-of-sight

System Description

- Factory aimed and assembled luminaires, including BallTracker® luminaires
- *ADDER for* Factory aimed and assembled RGBW luminaires (color accent)
- Pole length factory assembled wire harnesses
- Factory wired and tested remote electrical component enclosures
- Mounting hardware for poletop luminaire assemblies and electrical components enclosures
- Disconnects
- UL listed assemblies

Show-Light® Entertainment Package with Control-Link® Control and Monitoring System

- Control and monitoring cabinet
- Communication cabinet
- Touchscreen for onsite control of theatrical effects
- 6 pre-programmed theatrical light shows applied to facility lighting design
- Remote on/off control
- Onsite dimming (high/med/low/blackout)
- Custom color accent lighting control
- Monitoring with 24/7 customer support

Operation and Warranty Services

- Product assurance and warranty program that covers materials and onsite labor, eliminating 100% of your maintenance costs for 25 years
- Support from Musco's Lighting Services Team – over 170 Team members dedicated to operating and maintaining your lighting system – plus a network of 1800+ contractors

2018, 2022 Musco Sports Lighting, LLC

Quote

Musco Scope

- Provide design and layout for lighting system
- Test and final aim equipment

Installation Services Provided

[See attached scope of work]

Responsibilities of Buyer

- Confirm pole or luminaire locations, supply voltage and phase required for lighting system prior to production
- Provide electrical design and materials for electrical distribution system
- Buyer is responsible for getting electrical power to the site, coordination with the utility, and any power company fees

Payment Terms

Musco's Credit Department will provide payment details.

Email or fax a copy of the Purchase Order to Musco Sports Lighting, LLC:

Musco Sports Lighting, LLC
Attn: Amanda Hudnut
Fax: 800-374-6402
Email: musco.contracts@musco.com

All purchase orders should note the following:
BuyBoard purchase – Contract Number: 677-22

Delivery Timing

8 – 10 weeks for delivery of materials to the job site from the time of order, submittal approval, and confirmation of order details including voltage, phase, and pole/luminaire locations.

Notes

Quote is based on following conditions:

- Shipment of entire project together to one location.
- 480 Volt, 3 phase electrical system requirement to be confirmed prior to production.
- Structural code and wind speed = 2015 IBC, 115 mi/h, Exposure C, Importance Factor 1.
- Due to the built-in custom light control per luminaire, pole or luminaire locations need to be confirmed prior to production. Changes to pole or luminaire locations after the product is sent to production could result in additional charges.

Thank you for considering Musco for your lighting needs. Please contact me with any questions or if you need additional details.

Mitchell Stockton
Senior Sales Representative
Musco Sports Lighting, LLC
100 1st Avenue West – PO Box 808
Oskaloosa, IA 52577, USA
Phone: 806-474-4743
E-mail: mitchell.stockton@musco.com

2018, 2022 Musco Sports Lighting, LLC

Grande Communications Football Stadium Retrofit
Midland, TX
Retrofit Scope of Work

Customer Responsibilities:

1. Complete access to the site for construction using standard 2-wheel drive rubber tire equipment.
2. Locate existing underground utilities not covered by your local utilities. (i.e. water lines, electrical lines, irrigation systems, and sprinkler heads). Musco or Subcontractor will not be responsible for repairs to unmarked utilities.
3. Locate and mark field reference points per Musco supplied layout. (i.e. home plate, center of FB field).
4. Ensure usability of existing underground wiring.
5. Pay any necessary power company fees and requirements.
6. Pay all permitting fees.
7. Provide any existing as-built documents or drawings.
8. Provide sealed Electrical Plans. (If required)

Musco Responsibilities:

1. Provide required fixtures, electrical enclosures, mounts, hardware, wire harnesses, and control cabinets.
2. Provide poletop luminaire assembly on (4) poles
3. Provide fixture layout and aiming diagram.
4. Provide Contract Management as required.
5. Assist our installing subcontractor and ensure our responsibilities are satisfied.

Subcontractor Responsibilities

General:

1. Obtain any required permitting.
2. Contact your local UDig for locating underground public utilities and confirm they have been clearly marked.
3. Contact the facility owner/manager to confirm the existing private underground utilities and irrigation systems have been located and are clearly marked to avoid damage from construction equipment. Notify owner and repair damage to marked utilities. Notify owner and Musco regarding damage which occurred to unmarked utilities.
4. Provide labor, equipment, and materials to off load equipment at jobsite per scheduled delivery.
5. Provide storage containers for material, (including electrical components enclosures), as needed.
6. Provide necessary waste disposal and daily cleanup.
7. Provide adequate security to protect Musco delivered products from theft, vandalism, or damage during the installation.
8. Keep all heavy equipment off playing fields when possible. Repair damage to grounds which exceeds that which would be expected. Indentations caused by heavy equipment traveling over dry ground would be an example of expected damage. Ruts and sod damage caused by equipment traveling over wet grounds would be an example of damage requiring repair.
9. Provide startup and aiming as required to provide complete and operating sports lighting system.
10. Installation to commence upon delivery and proceed without interruption until complete. Musco to be immediately notified of any breaks in schedule or delays.

Demolition:

1. Remove and dispose of the existing fixtures, and electrical enclosures. This will include the recycling of lamps, aluminum reflectors, ballast, and steel, as necessary.
2. Leave existing ground wires and power feed in place for connection to new lighting equipment.

2018, 2022 Musco Sports Lighting, LLC

Retrofit Musco Equipment to Existing Poles:

1. Provide labor, materials, and equipment to assemble and install Musco TLC for LED® equipment on existing poles and terminate grounding and power feed. Power feed may need to be reworked to adapt to the new Musco equipment.
2. Ensure grounding components meet minimum standards required by NEC and NFPA780.
3. For concrete poles provide new lightning down conductor(aluminum) and $^{5}/_{8}$ in copper ground rod. For poles 75 ft (22 m) or less use 1/0 AWG, poles over 75 ft (22 m) use 4/0 AWG conductor. Bond internal pole ground to new down conductor.
4. For steel poles provide new ground rod and pole bonding conductor per NFPA Annex A.1.6.
5. Down conductor shall be converted to copper wire for any underground runs and bonded to ground rod(s).
6. Ensure all Musco components are bonded to both equipment and lightning grounds. No upward sweeps allowed for lightning down conductor or bonding jumper(s). See installation instructions for further information.
7. Test ground resistance with 3-point megger and confirm 25 ohms or less for each pole. Install additional ground rods or create grounding grid until resistance of 25 ohms or less is achieved.

Electrical:

1. Provide materials, and equipment to reuse existing electrical service panels as required.
2. Provide materials, and equipment to reuse existing electrical wiring as permitted.
3. Provide as built drawings on completion of installation, **(if required).**

Show-Light® Entertainment Package

1. Provide labor, equipment, and materials to install (1) Musco Control and Monitoring cabinet, Communication cabinet and terminate all necessary wiring.
2. Provide a dedicated 120 V 20 A controls circuit or a step-down transformer for 120 V control circuit if not available.
3. Provide 24 AWG twisted wire pair cable. Recommended Belden 7937A or equal. Cable should be underground rated (working distance 1500 ft (457 m)).
4. Cable is terminated on surge protection device in both communication cabinet and Control and Monitoring cabinet. Drain wire is landed at surge device on Control and Monitoring cabinet. Communication cabinet requires earth ground.
5. Provide a separate 120 V circuit to the Show-Light communication cabinet.
6. Plug ethernet cable into port on the side of communication cabinet and bottom of touch screen (working distance 300 ft (91 m)).
7. Connect provided touch screen power supply. Requires 120 V outlet.
8. Check all zones to make sure they work in both auto and manual mode.
9. Commission Control-Link® by contacting Control-Link Central™ at 877-347-3319.

2018, 2022 Musco Sports Lighting, LLC

EXHIBIT C

Bonding Requirements

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

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

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

PAYMENT BOND

THE STATE OF TEXAS §

COUNTY OF MIDLAND § SURETY NO _____

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

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

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

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

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

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

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

APPROVED AS TO FORM:

_____

City Attorney

NOTE: Attach Power of Attorney

Form Revised August 2012

PERFORMANCE BOND

THE STATE OF TEXAS §

COUNTY OF MIDLAND §

SURETY NO _____

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

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

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

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

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

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

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

APPROVED AS TO FORM:

_____

City Attorney

NOTE: Attach Power of Attorney

"General Decision Number: TX20220261 08/05/2022

Superseded General Decision Number: TX20210261

State: Texas

Construction Type: Building

County: Midland County in Texas.

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

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	. Executive Order 14026 generally applies to the contract. . The contractor must pay all covered workers at least $15.00 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2022.
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	. Executive Order 13658 generally applies to the contract. . The contractor must pay all covered workers at least $11.25 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2022.

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at https://www.dol.gov/agencies/whd/government-contracts.

Modification Number	Publication Date
0	01/07/2022
1	02/25/2022

2 08/05/2022

BOIL0074-003 01/01/2021

	Rates	Fringes
BOILERMAKER	$ 29.47	24.10

ENGI0178-005 06/01/2020

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

* IRON0084-011 06/01/2022

	Rates	Fringes
IRONWORKER, ORNAMENTAL	$ 26.76	7.88

PLUM0404-001 09/01/2020

	Rates	Fringes
PLUMBER	$ 26.05	8.81

* SUTX2014-037 07/21/2014

	Rates	Fringes
BRICKLAYER	$ 20.00	0.00
CARPENTER	$ 13.82 **	0.00
CEMENT MASON/CONCRETE FINISHER	$ 13.76 **	0.00
ELECTRICIAN	$ 23.18	6.31
INSULATOR - MECHANICAL (Duct, Pipe & Mechanical System Insulation)	$ 19.77	7.13
IRONWORKER, REINFORCING	$ 12.27 **	0.00
IRONWORKER, STRUCTURAL	$ 22.16	5.26
LABORER: Common or General	$ 11.80 **	0.00
LABORER: Mason Tender - Brick	$ 11.38 **	0.00
LABORER: Mason Tender - Cement/Concrete	$ 10.58 **	0.00
LABORER: Pipelayer	$ 12.49 **	2.13
LABORER: Roof Tearoff	$ 11.28 **	0.00
OPERATOR:		

Backhoe/Excavator/Trackhoe.....$ 14.25 ** 0.00

OPERATOR: Bobcat/Skid Steer/Skid Loader.....$ 13.93 ** 0.00

OPERATOR: Bulldozer.....$ 18.29 1.31

OPERATOR: Drill.....$ 16.22 0.34

OPERATOR: Forklift.....$ 14.83 ** 0.00

OPERATOR: Grader/Blade.....$ 13.37 ** 0.00

OPERATOR: Loader.....$ 13.55 ** 0.94

OPERATOR: Mechanic.....$ 17.52 3.33

OPERATOR: Paver (Asphalt, Aggregate, and Concrete).....$ 16.03 0.00

OPERATOR: Roller.....$ 12.70 ** 0.00

PAINTER (Brush, Roller, and Spray).....$ 15.00 0.73

PIPEFITTER.....$ 25.80 8.55

ROOFER.....$ 14.75 ** 0.00

SHEET METAL WORKER (HVAC Duct Installation Only).....$ 22.73 7.52

SHEET METAL WORKER, Excludes HVAC Duct Installation.....$ 19.50 0.00

TILE FINISHER.....$ 11.22 ** 0.00

TILE SETTER.....$ 14.74 ** 0.00

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

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

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

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

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

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** Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 ($15.00) or 13658 ($11.25). Please see the Note at the top of the wage determination for more information.

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours

they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at https://www.dol.gov/agencies/whd/government-contracts.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of ""identifiers"" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the

wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

* an existing published wage determination
* a survey underlying a wage determination
* a Wage and Hour Division letter setting forth a position on a wage determination matter
* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour National Office because National Office has responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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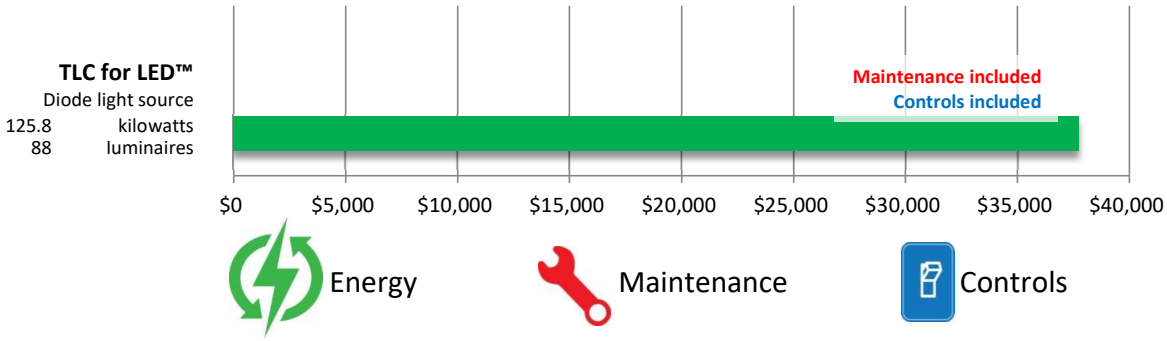
END OF GENERAL DECISIO"

10-Year Cost of Ownership Comparison

Grande Communications Stadium
Football
City of Midland
December 27, 2022



How is this possible? Musco's 40 years of developing systems, light control, and application expertise puts more available lumens per watt on the field. Our services team provides all on/off operation, monitoring, and maintenance.

For your budget . . . for the environment

Musco LED

10-Year Ownership Savings

($37,752)

CO2 reduction

-260 tons**

** Equivalent to taking **-55** cars off the road for one year

Assumptions	Football
Annual operating hours	300
Energy:	
Energy cost per kilowatt hour	$0.10
Demand charge per kilowatt hour	$0.00
Maintenance:	
Group relamp - cost per luminaire	$266
Spot maintenance over 10 years	$1,500
Controls:	
Labor - turning lights on & off	$0.00
Lights on extra time without controls	15%

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218331

City Council Meeting

Item Number: 9

Meeting Date: January 10, 2023

To: City Council / City Manager

From: Erika Martinez, Manager, Purchasing

Subject: RESOLUTION APPROVING A CONTRACT WITH HOHENBERGER, INC., D/B/A CSI: LUBBOCK, THROUGH BUYBOARD, FOR THE PURCHASE AND INSTALLATION OF ACCESS CONTROL AND CAMERA SYSTEMS AT THE ASTOUND STADIUM, BEAL PARK, AND THE ARMORY FOR A TOTAL COST OF $169,658.62; AND APPROPRIATING AND TRANSFERRING FUNDS (DISTRICT: ALL) (GENERAL SERVICES)

Purpose:

Resolution authorizing the execution of a contract for the purchase and installation of security access control and camera systems at Astound Stadium, Beal Park, and the Armory with Hohenberger, Inc. dba CSI: Lubbock, through Buyboard contract 655-21 for a cost of $169,658.62.

Recommended City Council Action:

Approve

Fiscal Impact:

Funding of $103,198.23 is available in the CISD Technology budget and will be transferred and appropriated to a project for said purposes. Funding of $66,460.39 is Park Donation Fund and will be transferred and appropriated to a project for said purposes.

Discussion:

Staff recommends authorizing the execution of a contract with Hohenberger, Inc. dba CSI: Lubbock, for the installation of security access control and camera systems at Astound Stadium, Beal Park, and the Armory through Buyboard. We are members of this cooperative and Subchapter F, Section 271.102 of the Local Government Code provides that a local government may participate in a cooperative purchasing program and that purchasing goods or services

under Subchapter F satisfies any state law requiring the local government to seek competitive bids for those purchases. Please refer to the memo from Jennifer Frescaz, Chief Information Officer, for additional information.

Therefore, please consider a resolution executing a contract with Hohenberger, Inc. dba CSI: Lubbock, through Buyboard contract 655-21 for the purchase and installation of security access control and camera systems at Astound Stadium, Beal Park, and the Armory for a total project cost of $169,658.62; and transferring and appropriating funds to a project in the Special Revenue Capital Projects Fund.

Tina Daw

City Manager's Office

DATE: December 27, 2022

TO: Erika Martinez, Purchasing Manager

FROM: Jennifer Frescaz, Chief Information Officer

SUBJECT: Consider a resolution awarding a contract to CSI via Buyboard Proposal No 655-21 for installing Security Access Control and Camera Systems at Astound Stadium, Beal Park, and Armory.

Consider a resolution approving an agreement with CSI to install Security Access Control and Camera Systems at Astound Stadium, Beal Park, and Armory via Buyboard Proposal No 655-21 for a one-time payment of $169,658.62.

The project combines efforts to bring greater access control and monitoring to the City of Midland buildings and parks and streamlined physical and network access permissions and security. The new Access Control and Camera Systems will help protect high-value equipment at the Astound Stadium, Beal Park, and Armory.

The pricing for the agreement is a one-time payment of $169,658.62. This cost includes the hardware, installation, programming, and one year of licensing and maintenance. The Astound Stadium and Armory projects ($103,198.23) are budgeted in the CISD Technology Fund, and the Beal Park project ($66,460.39) is budgeted in the Special Donations/Revenue account 077094-57002.

RESOLUTION NO. _____

RESOLUTION APPROVING A CONTRACT WITH HOHENBERGER, INC., D/B/A CSI: LUBBOCK, THROUGH BUYBOARD, FOR THE PURCHASE AND INSTALLATION OF ACCESS CONTROL AND CAMERA SYSTEMS AT THE ASTOUND STADIUM, BEAL PARK, AND THE ARMORY FOR A TOTAL COST OF $169,658.62; AND APPROPRIATING AND TRANSFERRING FUNDS

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

WHEREAS, Hohenberger, Inc., D/B/A CSI: Lubbock ("CSI: Lubbock"), has submitted a total proposed cost to the City of $169,658.62 for the purchase and installation of access control and camera systems for the Astound Stadium, Beal Park, and the Armory, through Buyboard; and

WHEREAS, the Council finds the price proposed by CSI: Lubbock through Buyboard for the purchase and installation of said access control and camera systems to be fair and reasonable; and

WHEREAS, the City Council finds it to be in the public interest to approve a contract with CSI: Lubbock for the purchase and installation of said access control and camera systems through Buyboard;

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

SECTION ONE. That the City Manager and City Secretary are hereby authorized and directed to execute and attest, respectively, on behalf of the City of Midland, a contract with CSI: Lubbock for the purchase and installation of access control and camera systems at the Astound Stadium, Beal Park, and the Armory, through Buyboard, for a total cost of $169,658.62. Said contract being in a form substantially similar to Exhibit A, which is attached hereto and incorporated herein for all purposes.

SECTION TWO. That funding of $103,198.23 is available in the CISD Technology budget and will be transferred and appropriated to a project for said purposes and $66,460.39 is available in the Park Donation Fund and will be transferred and appropriated to a project for said purposes.

SECTION THREE. That the City Comptroller is hereby authorized and directed to pay CSI: Lubbock in accordance with the provisions of the above-referenced contract from funds available in project for said purposes upon receipt of proper invoices or statements approved by the City Manager.

On motion of Council member _____, seconded by Council member _____, the above and foregoing resolution was adopted by the City Council of the City of Midland at a regular meeting on the _____ day of _____, A.D., 2023, by the following vote:

Council members voting "AYE":

Council members voting "NAY":

_____
Lori Merritt Blong, Mayor

ATTEST:

_____
Amy M. Turner, City Secretary

RECOMMENDED AND APPROVED:

_____
Robert Patrick, City Manager

APPROVED AS TO CONTENT
AND COMPLETENESS:

_____
Regina Stephenson, General Services Director

APPROVED AS TO FORM ONLY:

_____
John Ohnemiller, City Attorney

THE CITY OF MIDLAND

CONTRACT

Contract No. 23001968, 23001969, & 23001970

THIS CONTRACT, effective the 11th day of January 2023, by and between the City of Midland, hereinafter referred to as "CITY", and Hohenberger, Inc. dba CSI:Lubbock, hereinafter referred to as "COMPANY", is made for the following considerations:

1. **Cost:** Total Proposal: $ 169,658.62 DOLLARS

2. **Scope of Work:** COMPANY shall perform all work described for installation of security access control and camera systems at the Astound Stadium, Beal Park, and the Armory in the following documents, attached hereto and incorporated herein by reference for all legal purposes.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

9. **Start of Work:** COMPANY shall commence work no later than ten (10) days after receipt of the execution of this document or other written release to proceed and shall complete such work no later than 100 calendar days after release to proceed.

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

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

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

12.1. Defective work not remedied; or

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

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

12.4. Damages to another contractor or subcontractor.

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

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

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

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

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

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

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

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

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

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

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

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

THERE IS NO WAIVER OF GOVERNMENTAL IMMUNITY.

20. **Insurance:**

COMPANY shall at all times during the term of this Contract maintain and keep in full force and effect insurance in the following types and minimum amounts with companies authorized to do business in the State of Texas:

Commercial General Liability (including Contractual liability):	
-Personal Injury:	$1,000,000.00 per person
	$1,000,000.00 per occurrence
-Property Damage:	$500,000.00 per occurrence
Business Automobile Liability:	$250,000.00 combined single limit - Personal Injury and Property Damage
Workers' Compensation:	Statutory limits
Employers' Liability:	$500,000.00 per accident or occurrence

The Commercial General Liability shall be on a per project aggregate, including completed operations, and shall be on a claims-occurred basis. This insurance shall name CITY as an additional insured and waive subrogation in favor of CITY.

The Business Automobile Liability insurance provided by COMPANY shall cover any auto for bodily injury and property damage, including owned vehicles, hired and non-city vehicles, and employee non-ownership, and the amount of such policy shall be a minimum of $250,000.00 covering any vehicle used for the execution of the work that is the subject of this Contract. This insurance shall name CITY as an additional insured and waive subrogation in favor of CITY.

The Workers' Compensation coverage provided by COMPANY shall inure to the benefit of employees injured during the course and scope of their employment by COMPANY pursuant to this Contract. The Workers' Compensation shall waive all rights of subrogation in favor of CITY.

All insurance required pursuant to this Contract shall provide for a waiver of subrogation in favor of CITY. All insurance required pursuant to this Contract, except for Workers' Compensation Insurance, shall name CITY as an additional insured on a claims occurred basis. CITY shall be provided the notice by COMPANY's insurance provider not later than thirty (30) days prior to any reduction or termination of such coverage.

COMPANY shall contractually require all contractors, subcontractors, and sub-subcontractors that work on any portion of the work that is the subject of this Contract to obtain insurance coverage that meets or exceeds the policy requirements and minimum amounts specified herein. All contractors, subcontractors, and sub-subcontractors shall obtain insurance policies that provide blanket waivers of subrogation in favor of the City of Midland and policies that name the City of Midland as an additional insured on a claims occurred basis (except workers' compensation).

The parties agree that, prior to the execution of the Contract, COMPANY shall provide one or more certificates of insurance specifically stating that these requirements have been met and subject to the approval of CITY. CITY shall not be required to provide any insurance whatsoever pursuant to this Contract.

COMPANY certifies that the certificate of insurance provided as required herein complies with the requirements of Chapter 1811 of the Texas Insurance Code. COMPANY shall not use an unapproved certificate of insurance or insert inappropriate language on a certificate. Compliance with state law is the sole responsibility of COMPANY.

21. **Assignment**: COMPANY shall not, either directly or indirectly, assign all or any part of this Contract or any interest, right or privilege herein, without the prior written consent of CITY. The issue on whether or not to grant consent to an assignment is in the sole discretion of CITY.

22. **RELEASE: NOTWITHSTANDING ANY OTHER PROVISION CONTAINED HEREIN, COMPANY HEREBY RELEASES, ACQUITS, RELINQUISHES AND FOREVER DISCHARGES CITY AND CITY'S COUNCIL MEMBERS, EMPLOYEES, AND OFFICERS FROM ANY AND ALL DEMANDS, CLAIMS, DAMAGES OR CAUSES OF ACTION OF ANY KIND WHATSOEVER THAT COMPANY HAS OR MIGHT HAVE IN THE FUTURE, INCLUDING, BUT NOT LIMITED TO, BREACH OF CONTRACT, QUANTUM MERUIT, CLAIMS UNDER THE DUE PROCESS AND TAKINGS CLAUSES OF THE TEXAS AND UNITED STATES CONSTITUTIONS, TORT CLAIMS, OR CITY'S NEGLIGENCE. THE OBLIGATIONS CONTAINED IN THIS SECTION SHALL SURVIVE THE TERMINATION OF THIS CONTRACT**.

23. **Governing Law and Venue:** This contract shall be governed by the laws of the State of Texas. All performance and payment made pursuant to this contract shall be deemed to have occurred in Midland County, Texas. The obligations and undertakings of each of the parties to this Agreement shall be deemed to have occurred in Midland County, Texas. Exclusive venue for any claims, suits or any other action arising from or connected in any way to this contract or the performance of this contract shall be in Midland County, Texas.

24. **Independent Contractor:** COMPANY shall perform all work and services described herein as an independent contractor and not as an officer, agent, servant, or employee of CITY. COMPANY shall have exclusive control of, and the exclusive right to control the details of the services and work to be performed hereunder, and all persons performing the same. COMPANY shall be solely responsible for the acts and omissions of its officers, agents, employees, contractors and subcontractors and the doctrine

of respondeat superior shall not apply as between CITY and COMPANY, its officers, agents, employees, contractors and subcontractors. Nothing in this Contract shall be construed as creating a partnership or joint enterprise between CITY and COMPANY. No person performing any of the work and services described hereunder by COMPANY shall be considered an officer, agent, servant or employee of CITY. Further, it is specifically understood and agreed that nothing in this contract is intended or construed as creating a "Community of Pecuniary Interest" or an "Equal Right of Control" which would give rise to vicarious liability.

COMPANY shall be an independent contractor under this Contract and shall assume all of the rights, obligations and liabilities, applicable to it as such independent contractor hereunder. CITY does not have the power to direct the order in which the work is done. CITY shall not have the right to control the means, methods or details of COMPANY's work. COMPANY shall assume exclusive responsibility for the work. COMPANY is entirely free to do the work in its own way.

25. **Notice of Alleged Breach; Statutory Prerequisites:** As a condition precedent to filing suit for alleged damages incurred by an alleged breach of an express or implied provision of this Contract, COMPANY or its legal representative, shall give the City Manager, or any other reasonable official of CITY, notice in writing (consisting of one (1) original and seven (7) copies of notice attached to a copy of this Contract) of such damages, duly verified, within one hundred twenty (120) days after the same has been sustained. The discovery rule does not apply to the giving of this notice. The notice shall include when, where and how the damages occurred, the apparent extent thereof, the amount of damages sustained, the amount for which COMPANY shall settle, the physical and mailing addresses of COMPANY at the time and date the claim was presented and the physical and mailing addresses of COMPANY for the six (6) months immediately preceding the occurrence of such damages, and the names and addresses of the witnesses upon whom COMPANY relies to establish its claim; and a failure to provide such written notification within the time and manner provided herein shall exonerate, excuse and except CITY from any liability whatsoever. CITY is under no obligation to provide notice to COMPANY that COMPANY's notice is insufficient. CITY reserves the right to request additional information regarding the claim. Said additional information shall be supplied within thirty (30) days after receipt of notice.

The statutory prerequisites outlined herein constitute jurisdictional requirements pursuant to Section 271.154 of the Texas Local Government Code and Section 311.034 of the Texas Government Code. Notwithstanding any other provision to the contrary, COMPANY's failure to comply with the requirements of this Section shall perpetually bar COMPANY's claim for damages under Chapter 271 of the Texas Local Government Code, and Section 311.034 of the Texas Government Code, regardless if

CITY has actual or constructive notice or knowledge of said claim or alleged damages. COMPANY agrees that the requirements of this entire Contract are reasonable. The provisions and obligations of this Section shall survive the termination of this Contract.

26. **Consideration:** The terms of this Contract are supported by good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties named herein.

27. **Termination At Will:** CITY may terminate this Contract at will for no or any reason upon giving at least one hundred eighty (180) days written notice to COMPANY. The parties to this Contract understand and agree that it is in CITY's sole discretion to cancel the Contract during the term of the Contract without penalty to CITY. COMPANY has no expectation and has received no guarantees that this Contract will not be terminated before the end of the Contract term. The parties have bargained for the flexibility of terminating this Contract upon tender of the requisite notice at any time during the term of the Contract. All work and services under the Contract shall be suspended upon termination of the Contract becoming effective.

28. **Compliance:** COMPANY agrees that it shall comply with Texas Government Code Section 2252.908, *et seq.*, as amended. COMPANY agrees that it shall comply with Texas Local Government Code Section 176.006, *et seq.*, as amended.

29. To the extent that Sections 2271.002 and 2274.002 of the Texas Government Code (collectively, the "Anti-Boycott Statutes") apply to this Contract, Company hereby verifies:

- that Company does not boycott Israel and will not boycott Israel during the term of this Contract;
- that Company does not boycott energy companies and will not boycott energy companies during the term of this Contract; and
- that Company does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate during the term of this Contract against a firearm entity or firearm trade association.

To the extent that the Anti-Boycott Statutes do not apply to this Contract, such verification is not required, and Company shall be deemed to have not made such verification.

30. **Records Retention and Production of Information.** To the extent that this Contract constitutes a contract described by Section 552.371 of the Texas Government Code, COMPANY shall: (i) preserve all contracting information related to this Contract as provided by the records retention requirements applicable to CITY for the duration of this Contract; (ii) promptly provide to CITY any contracting information related to the Contract that is in the custody or possession of COMPANY on request of CITY;

and (iii) on completion of the Contract, either: (a) provide at no cost to CITY all contracting information related to the Contract that is in the custody or possession of COMPANY; or (b) preserve the contracting information related to the Contract as provided by the records retention requirements applicable to CITY.

31. **Public Information.** To the extent that this Contract is a contract described by Section 552.371 of the Texas Government Code, COMPANY agrees as follows in accordance with Section 552.372(b) of the Texas Government Code: The requirements of Subchapter J, Chapter 552, Government Code, may apply to this Contract, and COMPANY agrees that the contract can be terminated if COMPANY knowingly or intentionally fails to comply with a requirement of that subchapter.

32. **Conflict of Terms.** If a conflict of terms or language exists between: (i) any of the provisions of this Contract and (ii) any of the provisions contained in any exhibit(s) attached to this Contract, precedence shall be given to the provisions of this Contract. For the avoidance of any doubt, the provisions contained in this Contract shall supersede any and all conflicting provisions contained in any exhibit(s) attached hereto. Furthermore, the parties acknowledge and agree that any provision contained in an exhibit(s) attached to this Contract that imposes an additional express or implied obligation on CITY is hereby made void and of no force or effect. CITY's sole and exclusive obligations under this Contract are contained in the provisions of this Contract that precede the signature page(s), which evidences the parties' execution.

33. Company agrees that all iron or steel products produced through a manufacturing process and used in the project that is the subject of this Contract shall be produced in the United States in accordance with Government Code § 2252.202, et seq., as amended.

EXECUTED IN DUPLICATE the day and year first above mentioned.

THE CITY OF MIDLAND, TEXAS

By: _____
Robert Patrick, City Manager

ATTEST

_____
Amy M. Turner, City Secretary

APPROVED ONLY AS TO FORM

_____
John Ohnemiller, City Attorney

COMPANY:

By: _____

Name:_____

Title: _____

STATE OF _____ §
§
COUNTY OF_____ §

BEFORE ME, the undersigned authority, on this ____ day of _____, 2023 personally appeared, _____, an officer of Hohenberger, Inc. dba CSI:Lubbock, known to me to be the person and official whose name is subscribed to the forgoing instrument, and acknowledged to me that he executed the same as the act and deed of said corporation, for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the ____day of _____, 2023.

_____
Notary Public, State of _____

CSI
Lubbock TX 79423

Proprietary and Confidential

Estimate

Date	12/27/2022
Estimate #	CSIQ8034
Project	Astound Stadium AC, Cams

Customer Name:

City of Midland
601 N Loraine
Midland, TX 79701

Job Site Location:

801 N Loop 250 W
Midland, TX 79703

Item	Description	Qty	Rate	Total
	Buyboard Proposal No. 655-21 Astound Stadium West 2nd and 3rd Floor Cameras and Access Control Scope of Work: Access Control: - Licensing for (17) doors. - Installation of (1) 16 door controller enclosure. - Installation of (1) 4 door controller enclosure. - Installation of (2) 1502 two door network controller. - Installation of (8) MR52 two door expansion controller. - Installation of (17) composite cables for access control doors. - Installation of (17) card readers for access control doors. - Installation of (17) recessed strikes for access control doors. - Integration of (17) access control doors to Avigilon System. Cameras: - Licensing for (6) cameras. - Installation of (6) category 6 cables for cameras.			

Subtotal	
Sales Tax (8.25%)	
Total	

Security License# B20382
TX State Fire Marshal's Office #FPCR-2259126
HUB Certificate VID #1752949521400
New Mexico Contractor's License# 385465

CSI

Lubbock TX 79423

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Estimate

Date	12/27/2022
Estimate #	CSIQ8034
Project	Astound Stadium AC, Cams

Customer Name:

City of Midland
601 N Loraine
Midland, TX 79701

Job Site Location:

801 N Loop 250 W
Midland, TX 79703

Item	Description	Qty	Rate	Total
	- Installation of (4) directional indoor dome cameras. - Installation of (2) 180° indoor cameras. - Installation of (1) 24 port patch panel. - Installation of (1) low profile 4U rack. Note: Cabling for 3rd floor to be routed from 2nd to 3rd at mechanical room. ** Please see project exclusions listed at the end of this proposal.			

Subtotal	
Sales Tax (8.25%)	
Total	

CSI

Lubbock TX 79423

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Estimate

Date	12/27/2022
Estimate #	CSIQ8034
Project	Astound Stadium AC, Cams

Customer Name:

City of Midland
601 N Loraine
Midland, TX 79701

Job Site Location:

801 N Loop 250 W
Midland, TX 79703

Item	Description	Qty	Rate	Total
	Access Control			
AC-SW_LIC-16...	Avigilon Additional 16 Door Expansion Software Licenses for Avigilon Access Control	2.00	1,115.80	2,231.60
AC-LSP-16DR-...	Avigilon Sixteen Door Mercury Integrated Power System Enclosure	1.00	1,379.77	1,379.77
AC-LSP-4DR-M...	Avigilon Four Door Mercury Integrated Power System Enclosure	1.00	631.34	631.34
AC-MER-CONT...	Avigilon LP-1502 Intelligent Controller; Linux Based with 2 doors; 8 inputs and 4 outputs;	2.00	1,411.83	2,823.66
AC-MER-CON-...	Avigilon HID® Mercury™ MR52-S3B Controller Serial I/O Dual Card Reader Interface, 2-Reader Interface Module - (2 reader: mag, wiegand, 4 reader OSDP, 8 inputs, 6 relays) (Mercury MR52-S3B)	8.00	801.6125	6,412.90
947-75TBR	Honeywell Home 947-75TBR Recessed 3/4" Steel Door Magnetic Contact with Terminals, Brown	17.00	11.04588	187.78
32965002	Genesis 32965002 Plenum Composite Access Control Cable, Yellow, 500 ft. Reel	9.00	658.54556	5,926.91
HE-520030404	HES 5200 Complete - Electric Strike	17.00	180.58588	3,069.96
Labor - Securit...	Access Cable and Wiring Installation	34.00	105.00	3,570.00
Labor - Securit...	Access Control Hardware Installation	170.00	105.00	17,850.00
Labor - Securit...	Access Control Programming, Testing and Training	20.00	105.00	2,100.00
	Cameras			
7131800	General Cable GenSPEED 6 Cat6 plenum 1000' Blue 7131800	1.50	504.54667	756.82

Subtotal	
Sales Tax (8.25%)	
Total	

CSI

Lubbock TX 79423

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Estimate

Date	12/27/2022
Estimate #	CSIQ8034
Project	Astound Stadium AC, Cams

Customer Name:

City of Midland
601 N Loraine
Midland, TX 79701

Job Site Location:

801 N Loop 250 W
Midland, TX 79703

Item	Description	Qty	Rate	Total
CJ688TGBL	Panduit Mini-Com Module, Category 6, black	30.00	14.014	420.42
CPPL24WBLY	Panduit Mini-Com 24-Port Patch Panel With Labels, Supplied With Six Factory Installed CFFPL4 Type Front Removable Snap-In Faceplates	1.00	74.58	74.58
SRWF4U	Tripp Lite SRWF4U SmartRack 4U Low-Profile Vertical-Mount Switch-Depth Wall-Mount Rack Enclosure Cabinet	1.00	677.57	677.57
CBXQ1WH-A	Panduit Mini-Com 1-Port Surface Mount Box With Quick Release Cover and Adhesive, White	6.00	6.16	36.96
566-110-003	Quiktron Cat 6 patch cable, 3 ft., blue	6.00	2.01667	12.10
566-110-010	Quiktron Cat 6 patch cable, 10 ft., blue	6.00	3.85	23.10
XPPPLUSDL	XProtect Professional+ Device License (DL)	6.00	223.66333	1,341.98
YXPPPLUSDL	1 Year Care Plus for XProtect Professional+ DL	6.00	43.45667	260.74
2.0C-H5A-DC1	2.0 MP (1080p) WDR, LightCatcher, Day/Night, In-Ceiling Dome, 3.3-9mm f/1.3 P-iris lens, Next-Generation Analytics	4.00	912.745	3,650.98
9C-H4A-3MH-1...	Avigilon 3x 3 MP, WDR, LightCatcher, 4mm, Camera Only	2.00	1,778.125	3,556.25
H4AMH-AD-CE...	Avigilon In-ceiling adapter, must order either a H4AMH-DC-COVR1 or H4AMH-DC-COVR1-SMOKE.	2.00	171.81	343.62
H4AMH-DC-CO...	Avigilon In-Ceiling Dome Cover for H4 Multisensor	2.00	75.18	150.36
H4AMH-DC-CP...	Avigilon Drop Ceiling Metal Panel for H4 Multisensor	2.00	69.81	139.62
Miscellaneous	Hardware necessary for a complete system	1.00	9,800.00	9,800.00

Subtotal	
Sales Tax (8.25%)	
Total	

CSI

Lubbock TX 79423

Proprietary and Confidential

Estimate

Date	12/27/2022
Estimate #	CSIQ8034
Project	Astound Stadium AC, Cams

Customer Name:

City of Midland
601 N Loraine
Midland, TX 79701

Job Site Location:

801 N Loop 250 W
Midland, TX 79703

Item	Description	Qty	Rate	Total
Labor - Securit...	Camera Cable and Wiring Installation	12.00	105.00	1,260.00
Labor - Securit...	Camera Hardware Installation	12.00	105.00	1,260.00
Labor - Securit...	Camera Programming, Testing and Training	6.00	105.00	630.00
Labor - Securit...	Rack Hardware Installation	5.00	105.00	525.00
Travel	Travel	1.00	5,520.00	5,520.00
	Exclusions: - Any additional work not accounted for in this quote that would require an additional trip onsite, will be accounted for in a change order issued by CSI. - This bid does not include any "active" network equipment such as servers, switches, and power supplies for network system. - Project items not explicitly listed in this description and material list are considered excluded from this bid. - In the event of significant delay or price increase of material occurring during the performance of the contract through no fault of the Contractor, the contract sum, time of performance, and contract requirements shall be equitably adjusted by change order in accordance with the procedures of the contract documents. A change in price of an item of material shall be considered significant when the price of an item increases 5% percent between the date of this contract and the date of installation.			

INSTALLATION & TESTING will be on a timely basis by qualified technicians. All work will be completed in a professional manner and in accordance with applicable codes and standards.
WARRANTY: CSI warrants the installation of the items furnished in this installation against defects in workmanship for one (1) year from date of acceptance or beneficial use of system. This warranty covers only installation. We schedule normal warranty repairs during normal business hours (8:00 to 5:00 M-F, holidays not included). Repairs required during other than normal working hours or due to misuse or abuse of the system shall be billable out of our standard hourly services rates.
FEES & CANCELLATION: Taxes, shipping, handling, and other fees may apply.
CSI reserves the right to cancel orders (proposals) if errors in pricing and/or project scope arise or if circumstances outside of our control cause pricing and/or SOW issues.

This proposal is valid for 20 days from the proposal date

Subtotal	$76,624.02
Sales Tax (8.25%)	$0.00
Total	**$76,624.02**

Security License# B20382
TX State Fire Marshal's Office #1-2259126
HUB Certificate VID #1752949521400
New Mexico Contractor's License# 385465

CSI

Lubbock TX 79423

Proprietary and Confidential

Estimate

Date	12/27/2022
Estimate #	CSIQ8159
Project	Beal Park Cameras

Customer Name:

City of Midland
601 N Loraine
Midland, TX 79701

Job Site Location:

5200 W Wall St
Midland, TX 79703

Item	Description	Qty	Rate	Total
	Buyboard Proposal No. 655-21 City of Midland Beal Park Full Avigilon Cameras Scope of Work: Tower: - Installation of (1) NEMA enclosure with power. - Installation of (1) 8 port switch for bridges and camera. - Installation of (6) outdoor rated category 6 cables for camera, wireless bridges, and uplink to existing network. - Installation of (2) pole mounted wireless bridges for skate park, baseball quad, soccer field, and soccer tower. - Installation of (1) exterior pole mounted 360° fisheye camera. - Licensing for (1) camera on existing Milestone system - Integration of (1) camera onto existing Milestone system. Skate Park: - Installation of (1) NEMA enclosure with power. - Installation of (1) 8 port switch for bridge and camera. - Installation of (2) outdoor rated category 6 cables for camera and wireless bridge.			

Subtotal	
Sales Tax (8.25%)	
Total	

Security License# B20382
TX State Fire Marshal's Lic# ACR-2259126
HUB Certificate VID #1752949521400
New Mexico Contractor's License# 385465

CSI

Lubbock TX 79423

Proprietary and Confidential

Estimate

Date	12/27/2022
Estimate #	CSIQ8159
Project	Beal Park Cameras

Customer Name:

City of Midland
601 N Loraine
Midland, TX 79701

Job Site Location:

5200 W Wall St
Midland, TX 79703

Item	Description	Qty	Rate	Total
	- Installation of (1) wireless bridge to tower. - Installation of (1) exterior pole mounted 360° multisensor camera. - Licensing for (1) camera on existing Milestone system - Integration of (1) camera onto existing Milestone system. Baseball Field: - Installation of (1) NEMA enclosure with power in Baseball Field Building. - Installation of (1) 8 port switch for bridges and camera. - Installation of (5) outdoor rated category 6 cables for cameras and wireless bridge. - Installation of (1) wireless bridge on roof mount tripod pole to tower. - Installation of (4) exterior surface mounted 90° outdoor bullet cameras. - Licensing for (4) camera on existing Milestone system - Integration of (4) camera onto existing Milestone system. Soccer Field Building: - Installation of (1) NEMA enclosure with power in Soccer Field Building. - Installation of (1) 8 port switch for bridges and camera. - Installation of (4) outdoor rated category 6			

Subtotal	
Sales Tax (8.25%)	
Total	

CSI

Lubbock TX 79423

Proprietary and Confidential

Estimate

Date	12/27/2022
Estimate #	CSIQ8159
Project	Beal Park Cameras

Customer Name:

City of Midland
601 N Loraine
Midland, TX 79701

Job Site Location:

5200 W Wall St
Midland, TX 79703

Item	Description	Qty	Rate	Total
	cables for cameras and wireless bridge. - Installation of (1) wireless bridge on roof mount tripod to tower. - Installation of (1) exterior wall mounted 180° multisensor camera. - Installation of (2) exterior surface mounted 90° bullet cameras. - Licensing for (3) camera on existing Milestone system - Integration of (3) camera onto existing Milestone system. Soccer Field Tower - Installation of (1) pole mount solar panel with enclosure. - Installation of (1) 8 port switch for bridges and camera. - Installation of (4) outdoor rated category 6 cables for cameras and wireless bridge. - Installation of (1) wireless bridge to tower. - Installation of (3) exterior wall mount 90° pole mount cameras. - Licensing for (3) camera on existing Milestone system - Integration of (3) camera onto existing Milestone system. Exclusions:			

Subtotal	
Sales Tax (8.25%)	
Total	

CSI

Lubbock TX 79423

Proprietary and Confidential

Estimate

Date	12/27/2022
Estimate #	CSIQ8159
Project	Beal Park Cameras

Customer Name:
City of Midland 601 N Loraine Midland, TX 79701

Job Site Location:
5200 W Wall St Midland, TX 79703

Item	Description	Qty	Rate	Total
	- Any additional work not accounted for in this quote that would require an additional trip onsite, will be accounted for in a change order issued by CSI. - This bid does not include any "active" network equipment such as servers, switches, and power supplies for network system. - Project items not explicitly listed in this description and material list are considered excluded from this bid. - In the event of significant delay or price increase of material occurring during the performance of the contract through no fault of the Contractor, the contract sum, time of performance, and contract requirements shall be equitably adjusted by change order in accordance with the procedures of the contract documents. A change in price of an item of material shall be considered significant when the price of an item increases 5% percent between the date of this contract and the date of installation.			
	Tower:			
NF141208VFA1	Altelix NF141208VFA1 Fiberglass Weatherproof Vented NEMA Enclosure with Cooling Fan and 120 VAC Outlets - 14"x12"x8" with pole mount Kit	1.00	559.97	559.97

Subtotal	
Sales Tax (8.25%)	
Total	

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Estimate

Date	12/27/2022
Estimate #	CSIQ8159
Project	Beal Park Cameras

Customer Name:

City of Midland
601 N Loraine
Midland, TX 79701

Job Site Location:

5200 W Wall St
Midland, TX 79703

Item	Description	Qty	Rate	Total
CS34O BLK C6...	CommScope Uniprise Solutions CS34O Category 6 U/UTP filled Cable, outdoor direct burial, black j...	1.50	530.34	795.51
MP-88U-R-1	CommScope RJ45 modular connectors	12.00	0.95	11.40
TPE-TG80G	Trendnet TPE-TG80G 8-Port Gigabit PoE+ Switch, 16Gbps	1.00	155.99	155.99
LTU-ROCKET-...	Ubiquiti Networks LTU Rocket 5 GHz LTU BaseStation Radio & PtMP Access Point	2.00	558.60	1,117.20
AM-5G19-120	Ubiquiti Networks AM-5G19-120 AirMAX 5 GHz 2x2 MIMO Sector Antenna	2.00	181.985	363.97
8.0C-H5A-FE-D...	8.0 MP, H5A Fisheye Dome Camera, LightCatcher, Day/Night, WDR, 1.41mm f/2.0, Next-Generation Analytics, Integrated IR	1.00	815.91	815.91
H5A-FE-MT-NP...	Avigilon NPT Adapter For H5A Fisheye Dome Camera (H5A-FE-DO)	1.00	64.43	64.43
CM-MT-WALL1	Pendant wVideo arm for H45Fisheye, compatible with H5A-FE-MT-NPTA1.	1.00	86.31	86.31
H4-MT-POLE1	Pole mount adapter for use with H4A-MT-Wall1, H4-BO-JBOX1, H4SL, H4F, H4 PTZ, H4 IR PTZ and H4 Multisensor Cameras.	1.00	96.64	96.64
XPPPLUSDL	XProtect Professional+ Device License (DL)	1.00	223.66	223.66
YXPPPLUSDL	1 Year Care Plus for XProtect Professional+ DL	1.00	43.46	43.46
Labor - Securit...	Labor - Cable and Wiring Installation	12.00	105.00	1,260.00
Labor - Securit...	Labor - Camera Hardware Installation	4.00	105.00	420.00
Labor - Securit...	Labor - Bridge Hardware Installation	15.00	105.00	1,575.00
Labor - Securit...	Labor - Camera and Bridge Programming and Testing	5.00	105.00	525.00

Subtotal	
Sales Tax (8.25%)	
Total	

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Estimate

Date	12/27/2022
Estimate #	CSIQ8159
Project	Beal Park Cameras

Customer Name:

City of Midland
601 N Loraine
Midland, TX 79701

Job Site Location:

5200 W Wall St
Midland, TX 79703

Item	Description	Qty	Rate	Total
	Skate Park:			
NF141208VFA1	Altelix NF141208VFA1 Fiberglass Weatherproof Vented NEMA Enclosure with Cooling Fan and 120 VAC Outlets - 14"x12"x8" with pole mount Kit	1.00	559.97	559.97
CS34O BLK C6...	CommScope Uniprise Solutions CS34O Category 6 U/UTP filled Cable, outdoor direct burial, black j...	0.50	530.34	265.17
MP-88U-R-1	CommScope RJ45 modular connectors	2.00	0.95	1.90
TPE-TG80G	Trendnet TPE-TG80G 8-Port Gigabit PoE+ Switch, 16Gbps	1.00	167.99	167.99
32C-H4A-4MH-...	4x 8 MP, WDR, LightCatcher, 4mm, Camera Only	1.00	2,577.18	2,577.18
H4AMH-AD-PE...	Outdoor pendant mount adapter, must adapter, must order one of IRPTZ-MNT-Wall1 or IRPTZ-MNT-NPTA1 and one of H4AMH-DO-COVR1 or H4AMH-DO-COVR1-SMOKE.	1.00	171.81	171.81
H4AMH-DO-CO...	Outdoor Dome Cover for H4 Multisensor	1.00	171.81	171.81
IRPTZ-MNT-W...	Pendant wVideo mount adapter. For use with H4 IR PTZ or H4A-MH-AD-PEND1 on H4 Multisensor.	1.00	102.03	102.03
H4AMH-AD-IRIL1	Avigilon Optional IR illuminator ring, up to 30m (100ft), for use with H4AMH-DO-COVR1.	1.00	354.35	354.35
H4-MT-POLE1	Pole mount adapter for use with H4A-MT-Wall1, H4-BO-JBOX1, H4SL, H4F, H4 PTZ, H4 IR PTZ and H4 Multisensor Cameras.	1.00	96.64	96.64

Subtotal	
Sales Tax (8.25%)	
Total	

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Date	12/27/2022
Estimate #	CSIQ8159
Project	Beal Park Cameras

Customer Name:

City of Midland
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Midland, TX 79701

Job Site Location:

5200 W Wall St
Midland, TX 79703

Item	Description	Qty	Rate	Total
XPPPLUSDL	XProtect Professional+ Device License (DL)	1.00	223.66	223.66
YXPPPLUSDL	1 Year Care Plus for XProtect Professional+ DL	1.00	43.46	43.46
Labor - Securit...	Labor - Cable and Wiring Installation	4.00	105.00	420.00
Labor - Securit...	Labor - Camera Hardware Installation	4.00	105.00	420.00
Labor - Securit...	Labor - Bridge Hardware Installation	8.00	105.00	840.00
Labor - Securit...	Labor - Camera and Bridge Programming and Testing	2.00	105.00	210.00
	Baseball Field:			
NF141208VFA1	Altelix NF141208VFA1 Fiberglass Weatherproof Vented NEMA Enclosure with Cooling Fan and 120 VAC Outlets - 14"x12"x8" with pole mount Kit	1.00	559.97	559.97
Tripod Mount	Cables Direct Online Universal Outdoor Heavy Duty 1.65 Inches Satellite Dish/Antenna Mount Tripod TV Pole	1.00	62.93	62.93
TPE-TG80G	Trendnet TPE-TG80G 8-Port Gigabit PoE+ Switch, 16Gbps	1.00	167.99	167.99
CS34O BLK C6...	CommScope Uniprise Solutions CS34O Category 6 U/UTP filled Cable, outdoor direct burial, black j...	1.25	530.336	662.92
MP-88U-R-1	CommScope RJ45 modular connectors	10.00	0.95	9.50
LTU-LR-US	Ubiquiti Networks LTU LR 5 GHz Long-Range Client Radio	1.00	180.60	180.60
5.0C-H5A-BO2...	Avigilon 5.0 MP WDR, LightCatcher, 9-22mm f/1.6 P-iris lens, Integrated IR, Next-Generation Analytics	4.00	1,337.02	5,348.08

Subtotal	
Sales Tax (8.25%)	
Total	

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Lubbock TX 79423

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Estimate

Date	12/27/2022
Estimate #	CSIQ8159
Project	Beal Park Cameras

Customer Name:

City of Midland
601 N Loraine
Midland, TX 79701

Job Site Location:

5200 W Wall St
Midland, TX 79703

Item	Description	Qty	Rate	Total
H4-BO-JBOX1	Avigilon Junction box for the H5A Bullet, H4A HD Bullet, H4SL HD Bullet, or H4 Thermal cameras.	4.00	96.6425	386.57
XPPPLUSDL	XProtect Professional+ Device License (DL)	4.00	223.665	894.66
YXPPPLUSDL	1 Year Care Plus for XProtect Professional+ DL	4.00	43.455	173.82
Labor - Securit...	Labor - Cable and Wiring Installation	10.00	105.00	1,050.00
Labor - Securit...	Labor - Camera Hardware Installation	22.00	105.00	2,310.00
Labor - Securit...	Labor - Bridge Hardware Installation	8.00	105.00	840.00
Labor - Securit...	Labor - Camera and Bridge Programming and Testing	5.00	105.00	525.00
	Soccer Field Building:			
NF141208VFA1	Altelix NF141208VFA1 Fiberglass Weatherproof Vented NEMA Enclosure with Cooling Fan and 120 VAC Outlets - 14"x12"x8" with pole mount Kit	1.00	559.97	559.97
Tripod Mount	Cables Direct Online Universal Outdoor Heavy Duty 1.65 Inches Satellite Dish/Antenna Mount Tripod TV Pole	1.00	62.93	62.93
TPE-TG80G	Trendnet TPE-TG80G 8-Port Gigabit PoE+ Switch, 16Gbps	1.00	167.99	167.99
CS34O BLK C6...	CommScope Uniprise Solutions CS34O Category 6 U/UTP filled Cable, outdoor direct burial, black j...	1.25	530.336	662.92
MP-88U-R-1	CommScope RJ45 modular connectors	10.00	0.95	9.50
LTU-LR-US	Ubiquiti Networks LTU LR 5 GHz Long-Range Client Radio	1.00	180.60	180.60

Subtotal	
Sales Tax (8.25%)	
Total	

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Estimate

Date	12/27/2022
Estimate #	CSIQ8159
Project	Beal Park Cameras

Customer Name:

City of Midland
601 N Loraine
Midland, TX 79701

Job Site Location:

5200 W Wall St
Midland, TX 79703

Item	Description	Qty	Rate	Total
24C-H4A-3MH-...	Avigilon 3x 8 MP, WDR, LightCatcher, 5.2mm, Camera Only	1.00	2,255.04	2,255.04
H4AMH-AD-PE...	Outdoor pendant mount adapter, must adapter, must order one of IRPTZ-MNT-Wall1 or IRPTZ-MNT-NPTA1 and one of H4AMH-DO-COVR1 or H4AMH-DO-COVR1-SMOKE.	1.00	171.81	171.81
H4AMH-DO-CO...	Outdoor Dome Cover for H4 Multisensor	1.00	171.81	171.81
IRPTZ-MNT-W...	Pendant wVideo mount adapter. For use with H4 IR PTZ or H4A-MH-AD-PEND1 on H4 Multisensor.	1.00	102.03	102.03
H4AMH-AD-IRIL1	Avigilon Optional IR illuminator ring, up to 30m (100ft), for use with H4AMH-DO-COVR1.	1.00	354.35	354.35
5.0C-H5A-BO2...	Avigilon 5.0 MP WDR, LightCatcher, 9-22mm f/1.6 P-iris lens, Integrated IR, Next-Generation Analytics	2.00	1,337.015	2,674.03
H4-BO-JBOX1	Avigilon Junction box for the H5A Bullet, H4A HD Bullet, H4SL HD Bullet, or H4 Thermal cameras.	2.00	96.64	193.28
XPPPLUSDL	XProtect Professional+ Device License (DL)	3.00	223.66333	670.99
YXPPPLUSDL	1 Year Care Plus for XProtect Professional+ DL	3.00	43.45667	130.37
Labor - Securit...	Labor - Cable and Wiring Installation	8.00	105.00	840.00
Labor - Securit...	Labor - Camera Hardware Installation	16.00	105.00	1,680.00
Labor - Securit...	Labor - Bridge Hardware Installation	8.00	105.00	840.00
Labor - Securit...	Labor - Camera and Bridge Programming and Testing	4.00	105.00	420.00

Subtotal	
Sales Tax (8.25%)	
Total	

Security License# B20382
TX State Fire Marshal# ACR-2259126
HUB Certificate VID #1752949521400
New Mexico Contractor's License# 385465

CSI

Lubbock TX 79423

Proprietary and Confidential

Estimate

Date	12/27/2022
Estimate #	CSIQ8159
Project	Beal Park Cameras

Customer Name:

City of Midland
601 N Loraine
Midland, TX 79701

Job Site Location:

5200 W Wall St
Midland, TX 79703

Item	Description	Qty	Rate	Total
	Soccer Field Tower			
7712136	7712136 -CESP600-24-440SPM Solar Power System: 600W 24V Solar Array Solar Cables 3X Side Of Pole Mount Holds (3) 200W Solar Panels 30A 24V Charge Controller With Meter 440AH 24V Battery Bank Aluminum Side Of Pole Mount Enclosure Battery Cables 125W 120VAC Inverter 24V Input Din Rail Setup With Breakers Pre-Assemble And Factory QC	1.00	9,810.88	9,810.88
TPE-TG80G	Trendnet TPE-TG80G 8-Port Gigabit PoE+ Switch, 16Gbps	1.00	167.99	167.99
CS34O BLK C6...	CommScope Uniprise Solutions CS34O Category 6 U/UTP filled Cable, outdoor direct burial, black j...	1.00	530.33	530.33
MP-88U-R-1	CommScope RJ45 modular connectors	8.00	0.95	7.60
LTU-LR-US	Ubiquiti Networks LTU LR 5 GHz Long-Range Client Radio	1.00	180.60	180.60
6.0C-H5A-DP1-...	Avigilon 6. MP WDR, LightCatcher, Day/Night, Pendant Dome, 4.9-8mm f/1.8 P-iris lens, Integrated IR, Next-Generation Analytics. Must use with a H4A-MT-Wall1 or H4A-MT-NPTA1.	3.00	1,336.97333	4,010.92
H4A-MT-WALL1	Avigilon Wall mount bracket for use with H5A/H4A pendant dome cameras	3.00	80.23333	240.70
H4-MT-POLE1	Pole mount adapter for use with H4A-MT-Wall1, H4-BO-JBOX1, H4SL, H4F, H4 PTZ, H4 IR PTZ and H4 Multisensor Cameras.	3.00	96.64333	289.93
XPPPLUSDL	XProtect Professional+ Device License (DL)	3.00	223.66333	670.99
YXPPPLUSDL	1 Year Care Plus for XProtect Professional+ DL	3.00	43.45667	130.37

Subtotal	
Sales Tax (8.25%)	
Total	

Security License# B20382
TX State Fire Marshal's Office #22-2259126
HUB Certificate VID #1752949521400
New Mexico Contractor's License# 385465

CSI

Lubbock TX 79423

Proprietary and Confidential

Estimate

Date	12/27/2022
Estimate #	CSIQ8159
Project	Beal Park Cameras

Customer Name:

City of Midland
601 N Loraine
Midland, TX 79701

Job Site Location:

5200 W Wall St
Midland, TX 79703

Item	Description	Qty	Rate	Total
Labor - Securit...	Labor - Cable and Wiring Installation	8.00	105.00	840.00
Labor - Securit...	Labor - Camera Hardware Installation	12.00	105.00	1,260.00
Labor - Securit...	Labor - Bridge Hardware Installation	8.00	105.00	840.00
Labor - Securit...	Labor - Camera and Bridge Programming and Testing	4.00	105.00	420.00
Miscellaneous	Hardware necessary for a complete system	1.00	3,000.00	3,000.00
Travel - per man	Travel	24.00	166.66667	4,000.00

INSTALLATION & TESTING will be on a timely basis by qualified technicians. All work will be completed in a professional manner and in accordance with applicable codes and standards.
WARRANTY: CSI warrants the installation of the items furnished in this installation against defects in workmanship for one (1) year from date of acceptance or beneficial use of system. This warranty covers only installation. We schedule normal warranty repairs during normal business hours (8:00 to 5:00 M-F, holidays not included). Repairs required during other than normal working hours or due to misuse or abuse of the system shall be billable out of our standard hourly services rates.
FEES & CANCELLATION: Taxes, shipping, handling, and other fees may apply.
CSI reserves the right to cancel orders (proposals) if errors in pricing and/or project scope arise or if circumstances outside of our control cause pricing and/or SOW issues.

This proposal is valid for 20 days from the proposal date

Subtotal	$66,460.39
Sales Tax (8.25%)	$0.00
Total	**$66,460.39**

Security License# B20382
TX State Fire Marshal Lic# 2259126
HUB Certificate VID #1752949521400
New Mexico Contractor's License# 385465

CSI

Lubbock TX 79423

Proprietary and Confidential

Estimate

Date	12/27/2022
Estimate #	CSIQ8063
Project	Armory Building

Customer Name:

City of Midland
601 N Loraine
Midland, TX 79701

Job Site Location:

City of Midland
601 N Loraine
Midland, TX 79701

Item	Description	Qty	Rate	Total
	Buyboard Proposal No. 655-21 Armory Building Camera System Scope of Work: Cameras: + Installation of (1) 18"x16"x08" IP24 NEMA 3R enclosure with heating and cooling.* + Licensing for (5) cameras. + Installation of (1) category 6 cables for City of Midland installed wireless point-to-point bridge. + Installation of (4) category 6 cables for cameras. + Installation of (1) GameChanger category 6 cables for pole mounted camera. + Installation of (2) 180° indoor cameras. + Installation of (2) 270° outdoor cameras. + Installation of (1) 360° outdoor cameras. + Demolition of (2) existing outdoor rated cameras *NOTE: Electrician will be needed to connect the 120VAC power for the exterior NEMA enclosure. ** Please see project exclusions listed at the end of this proposal.			

Subtotal	
Sales Tax (8.25%)	
Total	

Security License# B20382
TX State Fire Marshal's Office #FPCR-2259126
HUB Certificate VID #1752949521400
New Mexico Contractor's License# 385465

CSI

Lubbock TX 79423

Proprietary and Confidential

Estimate

Date	12/27/2022
Estimate #	CSIQ8063
Project	Armory Building

Customer Name:

City of Midland
601 N Loraine
Midland, TX 79701

Job Site Location:

City of Midland
601 N Loraine
Midland, TX 79701

Item	Description	Qty	Rate	Total
XPPPLUSDL	XProtect Professional+ Device License (DL)	5.00	223.664	1,118.32
YXPPPLUSDL	1 Year Care Plus for XProtect Professional+ DL	5.00	4.256	21.28
9C-H4A-3MH-1...	Avigilon 3x 3 MP, WDR, LightCatcher, 4mm, Camera Only	2.00	1,778.125	3,556.25
9C-H4A-3MH-2...	Avigilon 3x 3 MP, WDR, LightCatcher, 2.8mm, Camera Only	2.00	1,778.125	3,556.25
12C-H4A-4MH-...	Avigilon 360 degree 4x 3 MP, WDR, LightCatcher, 2.8mm, Camera Only	1.00	2,046.59	2,046.59
H4AMH-AD-PE...	Outdoor pendant mount adapter, must adapter, must order one of IRPTZ-MNT-Wall1 or IRPTZ-MNT-NPTA1 and one of H4AMH-DO-COVR1 or H4AMH-DO-COVR1-SMOKE.	5.00	171.808	859.04
H4AMH-DO-CO...	Outdoor Dome Cover for H4 Multisensor	5.00	171.808	859.04
IRPTZ-MNT-W...	Pendant wVideo mount adapter. For use with H4 IR PTZ or H4A-MH-AD-PEND1 on H4 Multisensor.	5.00	102.032	510.16
7131800	General Cable GenSPEED 6 Cat6 plenum 1000' Blue 7131800	0.50	504.56	252.28
CS34O BLK C6...	CommScope Uniprise Solutions CS34O Category 6 U/UTP filled Cable, outdoor direct burial, black j...	0.50	530.34	265.17
258330804	GameChanger Cable, Cat6, OSP Outdoor Direct Burial Rated, Black, 1,000 Foot Reel	1.00	1,310.37	1,310.37
MP-88U-R-1	CommScope RJ45 modular connectors	8.00	0.5325	4.26

Subtotal	
Sales Tax (8.25%)	
Total	

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Estimate

Date	12/27/2022
Estimate #	CSIQ8063
Project	Armory Building

Customer Name:

City of Midland
601 N Loraine
Midland, TX 79701

Job Site Location:

City of Midland
601 N Loraine
Midland, TX 79701

Item	Description	Qty	Rate	Total
FP6X88MTG P...	Panduit Mini-Com The TX6A Category 6A UTP Field Term RJ45 Plug is a simple-to-attach plug for field termination of 4-pair unshielded twisted pair cable.	2.00	21.10	42.20
TEF181608-1H...	Transtector 18x16x08 Fiberglass Polyester FRP Weatherproof Outdoor IP24 NEMA 3R Enclosure, 120 VAC MNT PLT, MECH Thermostat Heat & 85F Turn on Fan Gray	1.00	833.00	833.00
TI-PG80F	Trendnet TI-PG80F 8-Port Industrial Gigabit Poe+ Wall-Mount Front Access Switch	1.00	347.20	347.20
48VDC3000	Trendnet 48VDC3000 48V, 160W Power Adapter	1.00	142.80	142.80
BE650G1	APC Back-UPS 650 8 Outlet Surge Protector and Battery Backup (120V)	1.00	140.00	140.00
Misc - Hardware	Jhooks, wall penetrations, velcro, and other materials.	1.00	3,220.00	3,220.00
Labor - Securit...	Security Cable and Wiring Installation	16.00	105.00	1,680.00
Labor - Securit...	Security Hardware Installation	32.00	105.00	3,360.00
Labor - Securit...	Security Programming, Testing and Training	10.00	105.00	1,050.00
Travel	Travel	1.00	1,400.00	1,400.00

Subtotal	
Sales Tax (8.25%)	
Total	

Security License# B20382
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Lubbock TX 79423

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Estimate

Date	12/27/2022
Estimate #	CSIQ8063
Project	Armory Building

Customer Name:

City of Midland
601 N Loraine
Midland, TX 79701

Job Site Location:

City of Midland
601 N Loraine
Midland, TX 79701

Item	Description	Qty	Rate	Total
	Exclusions: + Any additional work not accounted for in this quote that would require an additional trip onsite, will be accounted for in a change order issued by CSI. + This bid does not include any "active" network equipment such as servers, switches, and power supplies for network system. + Project items not explicitly listed in this description and material list are considered excluded from this bid. + In the event of significant delay or price increase of material occurring during the performance of the contract through no fault of the Contractor, the contract sum, time of performance, and contract requirements shall be equitably adjusted by change order in accordance with the procedures of the contract documents. A change in price of an item of material shall be considered significant when the price of an item increases 5% percent between the date of this contract and the date of installation.			

INSTALLATION & TESTING will be on a timely basis by qualified technicians. All work will be completed in a professional manner and in accordance with applicable codes and standards.
WARRANTY: CSI warrants the installation of the items furnished in this installation against defects in workmanship for one (1) year from date of acceptance or beneficial use of system. This warranty covers only installation. We schedule normal warranty repairs during normal business hours (8:00 to 5:00 M-F, holidays not included). Repairs required during other than normal working hours or due to misuse or abuse of the system shall be billable out of our standard hourly services rates.
FEES & CANCELLATION: Taxes, shipping, handling, and other fees may apply.
CSI reserves the right to cancel orders (proposals) if errors in pricing and/or project scope arise or if circumstances outside of our control cause pricing and/or SOW issues.

This proposal is valid for 20 days from the proposal date

Subtotal	$26,574.21
Sales Tax (8.25%)	$0.00
Total	**$26,574.21**

Security License# B20382
TX State Fire Marshal's Office #FPR-2259126
HUB Certificate VID #1752949521400
New Mexico Contractor's License# 385465

EXHIBIT C

Bonding Requirements

The successful bidder shall be required to furnish a Performance & Payment Bond* for bids in excess of $50,000.00, in an amount equal to one hundred percent (100%) of the total contract price, such bond to be executed in five (5) original counterparts by a Corporate Surety authorized to do business in the State of Texas and acceptable to the City of Midland. All bonds must be executed on forms contained in these contract documents. The form of agreement which the successful bidder, as contractor, will be required to execute is also included herewith. The form of agreement and the form of the bonds should be carefully examined by the bidder.

A certified check, cashier's check, bank money order, or irrevocable letter of credit issued by a bank satisfactory to the City, or a bidder's bond on the form provided, in the amount of five percent (5%) of the largest possible lump sum bid submitted, payable without recourse to the City, must accompany the bidder's proposal, as a guaranty that the bidder will enter a contract and execute the required payment bond and guaranty in the forms provided within fifteen (15) days after notice of award of contract to him. Bids or proposals without the required bid guaranty will not be considered. All bid sureties and payment bonds shall name the City of Midland as Obligee.

*A cash security such as a cashier's check or irrevocable letter of credit issued by a bank satisfactory to the City for 100 % of the contract amount may be supplied in lieu of the Performance and Payment Bonds. The check will be returned un-cashed upon satisfactory completion of the work and evidence of payment of all obligations due for the contract.

PAYMENT BOND

THE STATE OF TEXAS §

COUNTY OF MIDLAND § SURETY NO _____

KNOW ALL MEN BY THESE PRESENTS, THAT _____ of the City of _____ of the County of _____ and State of Texas as Principal, and _____, as Surety, are held and firmly bound unto the City of Midland, Texas, as Obligee, in the amount of _____ DOLLARS ($ _____) for the payment whereof the said Principal and Surety bind themselves, their heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain written contract with the Obligee, dated the _____ day of _____, 20__, for the furnishing of materials, equipment to perform all labor and work necessary for _____, hereof as fully and to the same extent as if copied at length herein.

NOW, THEREFORE, the condition of the obligation is that if the said Principal shall pay all claimants supplying labor and material to him or a subcontractor in the prosecution of the work provided for in said contract, then this obligation shall be null and void; otherwise, it is to remain in full force and effect.

Surety, for value received, stipulates and agrees that no change, extension of time alteration or addition to the terms of the contract, or to the work performed there under, or the plans, specifications of drawings accompanying the same, or any assignment of the contract as may be provided for in the instructions to bidders, shall in anywise affect its obligation on this Bond, and it does waive notice of any such change, extension of

time, alteration or addition to the terms of the contract, assignment thereof, or to the work to be performed there under.

IN WITNESS WHEREOF the said Principal and Surety have signed and sealed this instrument, this _____ day of _____ , 20__ .

_____	_____
Principal	Surety
By _____	By _____
Address _____	Address _____
_____	_____
_____	_____

APPROVED AS TO FORM:

_____

City Attorney

NOTE: Attach Power of Attorney

Form Revised August 2012

PERFORMANCE BOND

THE STATE OF TEXAS §

COUNTY OF MIDLAND § SURETY NO _____

KNOW ALL MEN BY THESE PRESENTS, THAT _____ (Hereinafter called the Principal[s]), as Principal(s), and _____ (Hereinafter called the Surety), as Surety, are held and firmly bound unto the City of Midland, Texas a home rule municipal corporation of Midland County, Texas, (hereinafter called the Obligee), in the amount of _____ DOLLARS ($ _____) for the payment whereof the said Principal and surety bind themselves, and their heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain written contract with the Obligee, dated the _____day of _____ , 20___ , for the furnishing of materials and equipment to perform all labor and work necessary for the construction of _____ , specifically including in the scope of this work and bond, the additional maintenance guaranty provisions set forth in the contract conditions, which contract is hereby referred to and made a part hereof as fully and to the same extent as if copies at length herein, as well as the Principal's primary obligation to perform according to plans and specifications.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said Principal shall faithfully perform the work in accordance with the plans, specifications, instructions to bidder, general and special conditions and other contract documents, including any addendum thereto, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED further that if any legal action be filed upon this Bond venue shall lie in Midland County, State of Texas.

Surety, for value received, stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract, or to the work performed thereunder, or the plans, specifications or drawings accompanying the same, or any assignment of the contract as may be provided for in the instructions to bidders, shall in anywise affect its obligation on this Bond, and it does waive notice of any such change, extension of time, alteration or addition to the terms of the contract, assignment thereof, or the work to be performed thereunder.

IN WITNESS WHEREOF, the said Principal and surety do sign and seal this instrument, this _____ day of _____ , 20___.

_____	_____
Principal	Surety
By _____	By _____
Address _____	Address _____
_____	_____
_____	_____

APPROVED AS TO FORM:

_____

City Attorney

NOTE: Attach Power of Attorney

Form Revised August 2012

"General Decision Number: TX20220261 08/05/2022

Superseded General Decision Number: TX20210261

State: Texas

Construction Type: Building

County: Midland County in Texas.

BUILDING CONSTRUCTION PROJECTS (does not include single family homes or apartments up to and including 4 stories).

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	. Executive Order 14026 generally applies to the contract. . The contractor must pay all covered workers at least $15.00 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2022.
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	. Executive Order 13658 generally applies to the contract. . The contractor must pay all covered workers at least $11.25 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2022.

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at https://www.dol.gov/agencies/whd/government-contracts.

Modification Number	Publication Date
0	01/07/2022
1	02/25/2022

2 08/05/2022

BOIL0074-003 01/01/2021

	Rates	Fringes
BOILERMAKER	$ 29.47	24.10

ENGI0178-005 06/01/2020

	Rates	Fringes
POWER EQUIPMENT OPERATOR		
(1) Tower Crane	$ 32.85	13.10
(2) Cranes with Pile Driving or Caisson Attachment and Hydraulic Crane 60 tons and above	$ 28.75	10.60
(3) Hydraulic cranes 59 Tons and under	$ 32.35	13.10

* IRON0084-011 06/01/2022

	Rates	Fringes
IRONWORKER, ORNAMENTAL	$ 26.76	7.88

PLUM0404-001 09/01/2020

	Rates	Fringes
PLUMBER	$ 26.05	8.81

* SUTX2014-037 07/21/2014

	Rates	Fringes
BRICKLAYER	$ 20.00	0.00
CARPENTER	$ 13.82 **	0.00
CEMENT MASON/CONCRETE FINISHER	$ 13.76 **	0.00
ELECTRICIAN	$ 23.18	6.31
INSULATOR - MECHANICAL (Duct, Pipe & Mechanical System Insulation)	$ 19.77	7.13
IRONWORKER, REINFORCING	$ 12.27 **	0.00
IRONWORKER, STRUCTURAL	$ 22.16	5.26
LABORER: Common or General	$ 11.80 **	0.00
LABORER: Mason Tender - Brick	$ 11.38 **	0.00
LABORER: Mason Tender - Cement/Concrete	$ 10.58 **	0.00
LABORER: Pipelayer	$ 12.49 **	2.13
LABORER: Roof Tearoff	$ 11.28 **	0.00
OPERATOR:		

Backhoe/Excavator/Trackhoe.....$ 14.25 ** 0.00

OPERATOR: Bobcat/Skid Steer/Skid Loader.....$ 13.93 ** 0.00

OPERATOR: Bulldozer.....$ 18.29 1.31

OPERATOR: Drill.....$ 16.22 0.34

OPERATOR: Forklift.....$ 14.83 ** 0.00

OPERATOR: Grader/Blade.....$ 13.37 ** 0.00

OPERATOR: Loader.....$ 13.55 ** 0.94

OPERATOR: Mechanic.....$ 17.52 3.33

OPERATOR: Paver (Asphalt, Aggregate, and Concrete).....$ 16.03 0.00

OPERATOR: Roller.....$ 12.70 ** 0.00

PAINTER (Brush, Roller, and Spray).....$ 15.00 0.73

PIPEFITTER.....$ 25.80 8.55

ROOFER.....$ 14.75 ** 0.00

SHEET METAL WORKER (HVAC Duct Installation Only).....$ 22.73 7.52

SHEET METAL WORKER, Excludes HVAC Duct Installation.....$ 19.50 0.00

TILE FINISHER.....$ 11.22 ** 0.00

TILE SETTER.....$ 14.74 ** 0.00

TRUCK DRIVER: Dump Truck.....$ 12.39 ** 1.18

TRUCK DRIVER: Flatbed Truck.....$ 19.65 8.57

TRUCK DRIVER: Semi-Trailer Truck.....$ 12.50 ** 0.00

TRUCK DRIVER: Water Truck.....$ 12.00 ** 4.11

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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** Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 ($15.00) or 13658 ($11.25). Please see the Note at the top of the wage determination for more information.

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours

they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at https://www.dol.gov/agencies/whd/government-contracts.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of ""identifiers"" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the

wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

* an existing published wage determination
* a survey underlying a wage determination
* a Wage and Hour Division letter setting forth a position on a wage determination matter
* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour National Office because National Office has responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISIO"

City Council Meeting

Item Number: 10

Meeting Date: January 10, 2023

To: City Council / City Manager

From: Ron Jenkins, Oil and Gas Coordinator

Subject: **RESOLUTION APPROVING THE ISSUANCE OF PERMITS TO PIONEER NATURAL RESOURCES USA, INC. ("OPERATOR") TO DRILL 10 OIL AND GAS WELLS LOCATED IN SECTION 17, BLOCK 38, T-1-S, T&P RR CO. SURVEY, CITY OF MIDLAND, MIDLAND COUNTY, TEXAS (GENERALLY LOCATED BETWEEN 375 FEET AND 376 FEET SOUTH OF ARAPAHOE ROAD AND BETWEEN 1,040 FEET AND 1,220 FEET EAST OF TODD DRIVE EXTENSION); AND PROVIDING THAT SAID PERMITS DO NOT REQUIRE A NEW ROAD REPAIR AGREEMENT BUT SHALL BE CONSOLIDATED UNDER AN EXISTING ROAD REPAIR AGREEMENT (DISTRICT 1) (DEVELOPMENT SERVICES)**

Purpose:

Resolution approving the issuance of permits to Pioneer Natural Resources, USA, Inc. ("Operator") for the drilling of the following oil and gas wells: Stimson W17A 1H; Stimson W17B 2H; Stimson W17C 3H; Stimson W17D 4H; Stimson W17E 5H; Stimson W17F 6H; Stimson W17G 7H; Stimson W17H 8H; Stimson W17I 9H; and Stimson W17J 10H; said wells being generally located between 375 feet and 376 feet south of Arapahoe Road and between 1,040 feet and 1,220 feet east of Todd Drive extension. The required 30-day public comment has passed, and the Council may consider this request. No notices of objection received.

Recommended City Council Action:

Approve

Fiscal Impact:

There is no cost to the City to process this application.

Discussion:

The Oil and Gas Advisory Committee has reviewed the well site in detail and recommends approval with updated exhibits. A 24 ft. sound wall will be used during drilling and fracturing operations being located on the west and south sides of location. Closest upcoming neighborhood approximately 1,550 feet to the north east of the drill pad site. Pad site is planned to be a 20 well pad site. No quiet frac system being used. Tank Battery will be in the County to the east of Elkins Road. The operator has a surface agreement. Receiving support of the Oil & Gas Advisory Committee, Pioneer Natural Resources is requesting the following variances:

(1) Pioneer Natural Resources requests to allow for twenty-four-hour fracing operations.
(2) Pioneer Natural Resources requests variance to close reserve pit 3 months (90 days) after operations are completed on all wells on the pad.
(3) Pioneer Natural Resources requests a variance to remove drill cuttings from surface location to be taken off site.
(4) Pioneer Natural Resources requests variance for irrigation and landscaping of the pad. Proposed fencing provides adequate screening around the pad.

Attachments: Applications; Location maps; Exhibit - Drill site maps, Exhibit – Flow Line Location.

Robert Patrick

City Manager's Office

RESOLUTION NO. _____

RESOLUTION APPROVING THE ISSUANCE OF PERMITS TO PIONEER NATURAL RESOURCES USA, INC. ("OPERATOR") TO DRILL 10 OIL AND GAS WELLS LOCATED IN SECTION 17, BLOCK 38, T-1-S, T&P RR CO. SURVEY, CITY OF MIDLAND, MIDLAND COUNTY, TEXAS (GENERALLY LOCATED BETWEEN 375 FEET AND 376 FEET SOUTH OF ARAPAHOE ROAD AND BETWEEN 1,040 FEET AND 1,220 FEET EAST OF TODD DRIVE EXTENSION); AND PROVIDING THAT SAID PERMITS DO NOT REQUIRE A NEW ROAD REPAIR AGREEMENT BUT SHALL BE CONSOLIDATED UNDER AN EXISTING ROAD REPAIR AGREEMENT

WHEREAS, on December 8, 2009, the City Council of the City of Midland duly approved Ordinance No. 8769 which amended Title VI, "Police Regulations," Chapter 1, "General Offenses," of the City Code of Midland, Texas, so as to establish Section 23, "Oil and Gas Well Permits issued on or after January 1, 2010," which governs the granting or rejecting of Oil and Gas Well Permits; and

WHEREAS, the purpose of said section is to establish reasonable and uniform limitations, safeguards, and regulations for present and future operations related to the exploring, drilling, developing, producing, transporting and storing of oil or gas or other substances produced in association with oil and gas within the City of Midland to protect the health, safety, and general welfare of the public and the orderly development of the City of Midland; abate or prevent potential public nuisances; minimize the potential adverse impact to surface and mineral owners, protect the quality of the environment and encourage the orderly production of available mineral resources; and

WHEREAS, Section 6-1-23(C) of the City Code of Midland, Texas, makes it an offense to knowingly drill or participate in the drilling of any well or to re-enter any well within the corporate limits of the City of Midland without a permit having first been issued by the authority of the City Council; and

WHEREAS, Operator has submitted applications to the City of Midland to drill oil and gas wells on the property described in Section Two hereof; and

WHEREAS, notice of the public hearing on this matter was provided in accordance with Section 6-1-23(H)(1) and a public hearing was held on November 15, 2022; and

WHEREAS, subsequent to said public hearing, and in accordance with Section 6-1-23(H)(1), the City Council allowed the public and Operator thirty (30) days to submit written input to the City Manager regarding Operator's applications to drill oil and gas wells on the property described in Section Two hereof; and

WHEREAS, the City Council has considered those issues set forth in Section 6-1-23(I) in determining whether to grant or deny permits to Operator to drill oil and gas wells on the property described in Section Two hereof; and

WHEREAS, the City Council finds it to be in the public interest to approve the issuance of permits to Operator to drill oil and gas wells on the property described in Section Two hereof;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MIDLAND, TEXAS:

SECTION ONE. That the above recitals are hereby adopted and approved by the City Council of the City of Midland.

SECTION TWO. That the Mayor is hereby authorized and directed to execute permits, on behalf of the City of Midland, that will allow Operator to drill the following oil and gas wells:

> Stimson W17A 1H; Stimson W17B 2H; Stimson W17C 3H; Stimson W17D 4H; Stimson W17E 5H; Stimson W17F 6H; Stimson W17G 7H; Stimson W17H 8H; Stimson W17I 9H; and Stimson W17J 10H;

located in Section 17, Block 38, T-1-S, T&P RR Co. Survey, City of Midland, Midland County, Texas. Said permits shall be in forms substantially similar to those attached hereto as Exhibits "A" through "J" and incorporated herein for all legal purposes.

SECTION THREE. That said permits do not require a new road repair agreement but shall be consolidated under the existing road repair agreement between Operator and the

City of Midland for Operator's wells located on the property described in Section Two hereof.

On motion of Council member _____, seconded by Council member _____, the above and foregoing resolution was adopted by the City Council of the City of Midland at a regular meeting on the _____ day of _____, A.D., 2023, by the following vote:

Council members voting "AYE":

Council members voting "NAY":

_____
Lori Merritt Blong, Mayor

ATTEST:

_____
Amy M. Turner, City Secretary

RECOMMENDED AND APPROVED:

_____
Robert Patrick, City Manager

APPROVED AS TO CONTENT
AND COMPLETENESS:

_____
Charles Harrington, Director of Development Services

APPROVED ONLY AS TO FORM:

_____
John Ohnemiller, City Attorney

EXHIBIT "A"

OIL AND GAS WELL PERMIT

The City Council of the City of Midland, Texas, at its regular meeting on January 10, 2023, considered the application of Pioneer Natural Resources, USA, Inc. ("Operator") dated April 27, 2022, to drill an oil and gas well inside the territorial limits of the City of Midland, Texas. The City Council of the City of Midland, Texas, by appropriate action approved the application and authorized the issuance of this permit.

This documentation hereby constitutes a permit, issued in accordance with Midland City Code § 6-1-23, "Oil and Gas Well Permits Issued On or After January 1, 2010" (Ordinance 8769), to drill an oil and gas well as requested in Operator's application that has been filed with the Oil & Gas Compliance Coordinator and is incorporated herein for all legal purposes.

The location of Operator's Stimson W17A 1H oil and gas well shall be 375 feet from the north line and 1,040 feet from the west line, Section 17, Block 38, T-1-S, T&P RR Co. Survey, Midland County, Texas. The hole size, casing program, cement program and total depth of that well shall be in strict compliance with the proposed hole size, casing program, cementing program and proposed total depth found in Operator's application. Further, all operations done under this permit shall be done and accomplished in strict accordance with Midland City Code § 6-1-23, "Oil and Gas Well Permits Issued On or After January 1, 2010" (Ordinance 8769), which is hereby incorporated into this permit by reference and made applicable hereto with the same force and effect as if the same were copied fully in this permit, including, but not limited to, Subsections (K) through (Z).

This permit shall be effective from January 10, 2023 through January 10, 2024, and so long thereafter as oil or gas is produced, or until such time as Operator has permanently abandoned the operations of the well or facility for which this permit is issued.

The issuance of this permit by the City of Midland does not in any way alter or modify the rights as between the surface estate owner(s) and mineral estate owner(s) if there exists a severance of the surface estate and mineral estate. This permit in no way exempts Operator from its responsibilities or obligations as to third parties. The issuance of this permit only means that Operator has, at this time, complied with Midland City Code § 6-1-23, "Oil and Gas Well Permits Issued On or After January 1, 2010" (Ordinance No. 8769) and that the Midland City Council, as a regulatory body, will allow Operator to proceed under the conditions of this permit. The issuance of this permit is intended to be only a negative pronouncement that grants no affirmative rights to the permittee to occupy the property. It is expressly provided that this permit does not authorize a trespass by the permittee as to any third party. This

permit does not in any way restrict the use of the surface estate. Securing a permit does not authorize Operator to act with impunity as to third parties, nor does it insulate Operator from the consequences of its actions with regard to those third parties. The receipt of a permit does not undertake to adjudicate property rights.

This permit granted by the City of Midland does not act to immunize Operator from civil tort liability from private parties for actions arising out of the use of the permit. This is because the permit is a "negative pronouncement" that grants no affirmative rights to the permittee. The issuance of this permit does not authorize any injury to persons or property or an invasion of other property rights, or any infringement of State or local law or regulations. Operator has obtained a permit from the City of Midland but the consequences of acting under the permit have not been immunized. The fact that the City of Midland has issued a permit to drill an oil and gas well does not shield Operator from third party tort liability stemming from the consequences of the permitted activity.

NOTWITHSTANDING ANY OTHER PROVISION, OPERATOR HEREBY RELEASES, ACQUITS, RELINQUISHES AND FOREVER DISCHARGES CITY OF MIDLAND, CITY OF MIDLAND'S EMPLOYEES AND OFFICERS, FROM ANY AND ALL DEMANDS, CLAIMS, DAMAGES OR CAUSES OF ACTION OF ANY KIND WHATSOEVER WHICH OPERATOR HAS OR MIGHT HAVE IN THE FUTURE, INCLUDING BUT NOT LIMITED TO BREACH OF CONTRACT, QUANTUM MERUIT, CLAIMS UNDER THE DUE PROCESS AND TAKING CLAUSES OF THE TEXAS AND UNITED STATES CONSTITUTIONS, TORT CLAIMS OR CITY OF MIDLAND'S NEGLIGENCE.

OPERATOR AGREES TO INDEMNIFY AND HOLD HARMLESS AND DEFEND THE CITY OF MIDLAND, THE CITY'S OFFICERS, AGENTS, AND EMPLOYEES FROM ANY AND ALL CLAIMS, LOSSES, DAMAGES, CAUSES OF ACTION, SUITS, AND LIABILITY OF ANY KIND, INCLUDING ALL EXPENSES OF LITIGATION, COURT COSTS, AND ATTORNEY'S FEES, FOR INJURY TO OR DEATH OF ANY PERSON, OR FOR DAMAGE TO ANY PROPERTY ARISING OUT OF OR IN CONNECTION WITH THE WORK DONE BY OPERATOR UNDER AN OIL AND GAS WELL PERMIT WHERE SUCH INJURIES, DEATH, OR DAMAGES ARE CAUSED BY OPERATOR'S SOLE NEGLIGENCE OR THE JOINT NEGLIGENCE OF THE OPERATOR AND ANY OTHER PERSON OR ENTITY.

A right-of-way license agreement approved by a resolution of the Midland City Council is required for any oil and/or gas flowline or pipeline or any other device associated with a proposed well site that extends into, on, above, in, under, across or through any City rights-of-way, including but not limited to streets, alleys, and utility and drainage rights-of-way.

If the well that is the subject of this permit is not located within the County of Midland, Texas, Operator shall notify the Midland Central Appraisal District of the following: (1) the well's location within the territorial limits of the City of Midland; and (2) that the City of

Midland is to be included as a taxing entity. Operator shall make said notification no later than 60 days after completion of the well.

The Midland City Council, in granting this permit, also grants the following variance(s):

1. Twenty-four hour hydraulic fracturing operations are permitted.
2. Close reserve pit 3 months (90 days) after operations are completed on all wells on the pad.
3. Drill cuttings shall be removed from the surface location.
4. No landscaping and irrigation are required.

This permit shall constitute a written contract for purposes of insurance requirements.

In addition to the requirements of this permit and the Midland City Code § 6-1-23, "Oil and Gas Well Permits Issued On or After January 1, 2010" (Ordinance 8769), including, but not limited to Subsections (K) through (Z), Operator shall develop, maintain and operate the well described herein in accordance with the conditions, limitations and safeguards contained in Operator's application for said well.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS _____ day of January 2023.

CITY OF MIDLAND, TEXAS

BY: _____

Lori Merritt Blong, Mayor

UNDERSTOOD AND AGREE THIS _____day of January 2023.

Pioneer Natural Resources, USA, Inc.

By: _____

Laura Wallace

Regulatory Specialist

EXHIBIT "B"

OIL AND GAS WELL PERMIT

The City Council of the City of Midland, Texas, at its regular meeting on January 10, 2023, considered the application of Pioneer Natural Resources, USA, Inc. ("Operator") dated April 27, 2022, to drill an oil and gas well inside the territorial limits of the City of Midland, Texas. The City Council of the City of Midland, Texas, by appropriate action approved the application and authorized the issuance of this permit.

This documentation hereby constitutes a permit, issued in accordance with Midland City Code § 6-1-23, "Oil and Gas Well Permits Issued On or After January 1, 2010" (Ordinance 8769), to drill an oil and gas well as requested in Operator's application that has been filed with the Oil & Gas Compliance Coordinator and is incorporated herein for all legal purposes.

The location of Operator's Stimson W17B 2H oil and gas well shall be 375 feet from the north line and 1,060 feet from the west line, Section 17, Block 38, T-1-S, T&P RR Co. Survey, Midland County, Texas. The hole size, casing program, cement program and total depth of that well shall be in strict compliance with the proposed hole size, casing program, cementing program and proposed total depth found in Operator's application. Further, all operations done under this permit shall be done and accomplished in strict accordance with Midland City Code § 6-1-23, "Oil and Gas Well Permits Issued On or After January 1, 2010" (Ordinance 8769), which is hereby incorporated into this permit by reference and made applicable hereto with the same force and effect as if the same were copied fully in this permit, including, but not limited to, Subsections (K) through (Z).

This permit shall be effective from January 10, 2023 through January 10, 2024, and so long thereafter as oil or gas is produced, or until such time as Operator has permanently abandoned the operations of the well or facility for which this permit is issued.

The issuance of this permit by the City of Midland does not in any way alter or modify the rights as between the surface estate owner(s) and mineral estate owner(s) if there exists a severance of the surface estate and mineral estate. This permit in no way exempts Operator from its responsibilities or obligations as to third parties. The issuance of this permit only means that Operator has, at this time, complied with Midland City Code § 6-1-23, "Oil and Gas Well Permits Issued On or After January 1, 2010" (Ordinance No. 8769) and that the Midland City Council, as a regulatory body, will allow Operator to proceed under the conditions of this permit. The issuance of this permit is intended to be only a negative pronouncement that grants no affirmative rights to the permittee to occupy the property. It is expressly provided that this permit does not authorize a trespass by the permittee as to any third party. This

permit does not in any way restrict the use of the surface estate. Securing a permit does not authorize Operator to act with impunity as to third parties, nor does it insulate Operator from the consequences of its actions with regard to those third parties. The receipt of a permit does not undertake to adjudicate property rights.

This permit granted by the City of Midland does not act to immunize Operator from civil tort liability from private parties for actions arising out of the use of the permit. This is because the permit is a "negative pronouncement" that grants no affirmative rights to the permittee. The issuance of this permit does not authorize any injury to persons or property or an invasion of other property rights, or any infringement of State or local law or regulations. Operator has obtained a permit from the City of Midland but the consequences of acting under the permit have not been immunized. The fact that the City of Midland has issued a permit to drill an oil and gas well does not shield Operator from third party tort liability stemming from the consequences of the permitted activity.

NOTWITHSTANDING ANY OTHER PROVISION, OPERATOR HEREBY RELEASES, ACQUITS, RELINQUISHES AND FOREVER DISCHARGES CITY OF MIDLAND, CITY OF MIDLAND'S EMPLOYEES AND OFFICERS, FROM ANY AND ALL DEMANDS, CLAIMS, DAMAGES OR CAUSES OF ACTION OF ANY KIND WHATSOEVER WHICH OPERATOR HAS OR MIGHT HAVE IN THE FUTURE, INCLUDING BUT NOT LIMITED TO BREACH OF CONTRACT, QUANTUM MERUIT, CLAIMS UNDER THE DUE PROCESS AND TAKING CLAUSES OF THE TEXAS AND UNITED STATES CONSTITUTIONS, TORT CLAIMS OR CITY OF MIDLAND'S NEGLIGENCE.

OPERATOR AGREES TO INDEMNIFY AND HOLD HARMLESS AND DEFEND THE CITY OF MIDLAND, THE CITY'S OFFICERS, AGENTS, AND EMPLOYEES FROM ANY AND ALL CLAIMS, LOSSES, DAMAGES, CAUSES OF ACTION, SUITS, AND LIABILITY OF ANY KIND, INCLUDING ALL EXPENSES OF LITIGATION, COURT COSTS, AND ATTORNEY'S FEES, FOR INJURY TO OR DEATH OF ANY PERSON, OR FOR DAMAGE TO ANY PROPERTY ARISING OUT OF OR IN CONNECTION WITH THE WORK DONE BY OPERATOR UNDER AN OIL AND GAS WELL PERMIT WHERE SUCH INJURIES, DEATH, OR DAMAGES ARE CAUSED BY OPERATOR'S SOLE NEGLIGENCE OR THE JOINT NEGLIGENCE OF THE OPERATOR AND ANY OTHER PERSON OR ENTITY.

A right-of-way license agreement approved by a resolution of the Midland City Council is required for any oil and/or gas flowline or pipeline or any other device associated with a proposed well site that extends into, on, above, in, under, across or through any City rights-of-way, including but not limited to streets, alleys, and utility and drainage rights-of-way.

If the well that is the subject of this permit is not located within the County of Midland, Texas, Operator shall notify the Midland Central Appraisal District of the following: (1) the well's location within the territorial limits of the City of Midland; and (2) that the City of

Midland is to be included as a taxing entity. Operator shall make said notification no later than 60 days after completion of the well.

The Midland City Council, in granting this permit, also grants the following variance(s):

1. Twenty-four hour hydraulic fracturing operations are permitted.
2. Close reserve pit 3 months (90 days) after operations are completed on all wells on the pad.
3. Drill cuttings shall be removed from the surface location.
4. No landscaping and irrigation are required.

This permit shall constitute a written contract for purposes of insurance requirements.

In addition to the requirements of this permit and the Midland City Code § 6-1-23, "Oil and Gas Well Permits Issued On or After January 1, 2010" (Ordinance 8769), including, but not limited to Subsections (K) through (Z), Operator shall develop, maintain and operate the well described herein in accordance with the conditions, limitations and safeguards contained in Operator's application for said well.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS _____ day of January 2023.

CITY OF MIDLAND, TEXAS

BY: _____

Lori Merritt Blong, Mayor

UNDERSTOOD AND AGREE THIS _____day of January 2023.

Pioneer Natural Resources, USA, Inc.

By: _____

Laura Wallace

Regulatory Specialist

EXHIBIT "C"

OIL AND GAS WELL PERMIT

The City Council of the City of Midland, Texas, at its regular meeting on January 10, 2023, considered the application of Pioneer Natural Resources, USA, Inc. ("Operator") dated April 27, 2022, to drill an oil and gas well inside the territorial limits of the City of Midland, Texas. The City Council of the City of Midland, Texas, by appropriate action approved the application and authorized the issuance of this permit.

This documentation hereby constitutes a permit, issued in accordance with Midland City Code § 6-1-23, "Oil and Gas Well Permits Issued On or After January 1, 2010" (Ordinance 8769), to drill an oil and gas well as requested in Operator's application that has been filed with the Oil & Gas Compliance Coordinator and is incorporated herein for all legal purposes.

The location of Operator's Stimson W17C 3H oil and gas well shall be 375 feet from the north line and 1,080 feet from the west line, Section 17, Block 38, T-1-S, T&P RR Co. Survey, Midland County, Texas. The hole size, casing program, cement program and total depth of that well shall be in strict compliance with the proposed hole size, casing program, cementing program and proposed total depth found in Operator's application. Further, all operations done under this permit shall be done and accomplished in strict accordance with Midland City Code § 6-1-23, "Oil and Gas Well Permits Issued On or After January 1, 2010" (Ordinance 8769), which is hereby incorporated into this permit by reference and made applicable hereto with the same force and effect as if the same were copied fully in this permit, including, but not limited to, Subsections (K) through (Z).

This permit shall be effective from January 10, 2023 through January 10, 2024, and so long thereafter as oil or gas is produced, or until such time as Operator has permanently abandoned the operations of the well or facility for which this permit is issued.

The issuance of this permit by the City of Midland does not in any way alter or modify the rights as between the surface estate owner(s) and mineral estate owner(s) if there exists a severance of the surface estate and mineral estate. This permit in no way exempts Operator from its responsibilities or obligations as to third parties. The issuance of this permit only means that Operator has, at this time, complied with Midland City Code § 6-1-23, "Oil and Gas Well Permits Issued On or After January 1, 2010" (Ordinance No. 8769) and that the Midland City Council, as a regulatory body, will allow Operator to proceed under the conditions of this permit. The issuance of this permit is intended to be only a negative pronouncement that grants no affirmative rights to the permittee to occupy the property. It is expressly provided that this permit does not authorize a trespass by the permittee as to any third party. This

permit does not in any way restrict the use of the surface estate. Securing a permit does not authorize Operator to act with impunity as to third parties, nor does it insulate Operator from the consequences of its actions with regard to those third parties. The receipt of a permit does not undertake to adjudicate property rights.

This permit granted by the City of Midland does not act to immunize Operator from civil tort liability from private parties for actions arising out of the use of the permit. This is because the permit is a "negative pronouncement" that grants no affirmative rights to the permittee. The issuance of this permit does not authorize any injury to persons or property or an invasion of other property rights, or any infringement of State or local law or regulations. Operator has obtained a permit from the City of Midland but the consequences of acting under the permit have not been immunized. The fact that the City of Midland has issued a permit to drill an oil and gas well does not shield Operator from third party tort liability stemming from the consequences of the permitted activity.

NOTWITHSTANDING ANY OTHER PROVISION, OPERATOR HEREBY RELEASES, ACQUITS, RELINQUISHES AND FOREVER DISCHARGES CITY OF MIDLAND, CITY OF MIDLAND'S EMPLOYEES AND OFFICERS, FROM ANY AND ALL DEMANDS, CLAIMS, DAMAGES OR CAUSES OF ACTION OF ANY KIND WHATSOEVER WHICH OPERATOR HAS OR MIGHT HAVE IN THE FUTURE, INCLUDING BUT NOT LIMITED TO BREACH OF CONTRACT, QUANTUM MERUIT, CLAIMS UNDER THE DUE PROCESS AND TAKING CLAUSES OF THE TEXAS AND UNITED STATES CONSTITUTIONS, TORT CLAIMS OR CITY OF MIDLAND'S NEGLIGENCE.

OPERATOR AGREES TO INDEMNIFY AND HOLD HARMLESS AND DEFEND THE CITY OF MIDLAND, THE CITY'S OFFICERS, AGENTS, AND EMPLOYEES FROM ANY AND ALL CLAIMS, LOSSES, DAMAGES, CAUSES OF ACTION, SUITS, AND LIABILITY OF ANY KIND, INCLUDING ALL EXPENSES OF LITIGATION, COURT COSTS, AND ATTORNEY'S FEES, FOR INJURY TO OR DEATH OF ANY PERSON, OR FOR DAMAGE TO ANY PROPERTY ARISING OUT OF OR IN CONNECTION WITH THE WORK DONE BY OPERATOR UNDER AN OIL AND GAS WELL PERMIT WHERE SUCH INJURIES, DEATH, OR DAMAGES ARE CAUSED BY OPERATOR'S SOLE NEGLIGENCE OR THE JOINT NEGLIGENCE OF THE OPERATOR AND ANY OTHER PERSON OR ENTITY.

A right-of-way license agreement approved by a resolution of the Midland City Council is required for any oil and/or gas flowline or pipeline or any other device associated with a proposed well site that extends into, on, above, in, under, across or through any City rights-of-way, including but not limited to streets, alleys, and utility and drainage rights-of-way.

If the well that is the subject of this permit is not located within the County of Midland, Texas, Operator shall notify the Midland Central Appraisal District of the following: (1) the well's location within the territorial limits of the City of Midland; and (2) that the City of

Midland is to be included as a taxing entity. Operator shall make said notification no later than 60 days after completion of the well.

The Midland City Council, in granting this permit, also grants the following variance(s):

1. Twenty-four hour hydraulic fracturing operations are permitted.
2. Close reserve pit 3 months (90 days) after operations are completed on all wells on the pad.
3. Drill cuttings shall be removed from the surface location.
4. No landscaping and irrigation are required.

This permit shall constitute a written contract for purposes of insurance requirements.

In addition to the requirements of this permit and the Midland City Code § 6-1-23, "Oil and Gas Well Permits Issued On or After January 1, 2010" (Ordinance 8769), including, but not limited to Subsections (K) through (Z), Operator shall develop, maintain and operate the well described herein in accordance with the conditions, limitations and safeguards contained in Operator's application for said well.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS _____ day of January 2023.

CITY OF MIDLAND, TEXAS

BY: _____

Lori Merritt Blong, Mayor

UNDERSTOOD AND AGREE THIS _____day of January 2023.

Pioneer Natural Resources, USA, Inc.

By: _____

Laura Wallace

Regulatory Specialist

EXHIBIT "D"

OIL AND GAS WELL PERMIT

The City Council of the City of Midland, Texas, at its regular meeting on January 10, 2023, considered the application of Pioneer Natural Resources, USA, Inc. ("Operator") dated April 27, 2022, to drill an oil and gas well inside the territorial limits of the City of Midland, Texas. The City Council of the City of Midland, Texas, by appropriate action approved the application and authorized the issuance of this permit.

This documentation hereby constitutes a permit, issued in accordance with Midland City Code § 6-1-23, "Oil and Gas Well Permits Issued On or After January 1, 2010" (Ordinance 8769), to drill an oil and gas well as requested in Operator's application that has been filed with the Oil & Gas Compliance Coordinator and is incorporated herein for all legal purposes.

The location of Operator's Stimson W17D 4H oil and gas well shall be 375 feet from the north line and 1,100 feet from the west line, Section 17, Block 38, T-1-S, T&P RR Co. Survey, Midland County, Texas. The hole size, casing program, cement program and total depth of that well shall be in strict compliance with the proposed hole size, casing program, cementing program and proposed total depth found in Operator's application. Further, all operations done under this permit shall be done and accomplished in strict accordance with Midland City Code § 6-1-23, "Oil and Gas Well Permits Issued On or After January 1, 2010" (Ordinance 8769), which is hereby incorporated into this permit by reference and made applicable hereto with the same force and effect as if the same were copied fully in this permit, including, but not limited to, Subsections (K) through (Z).

This permit shall be effective from January 10, 2023 through January 10, 2024, and so long thereafter as oil or gas is produced, or until such time as Operator has permanently abandoned the operations of the well or facility for which this permit is issued.

The issuance of this permit by the City of Midland does not in any way alter or modify the rights as between the surface estate owner(s) and mineral estate owner(s) if there exists a severance of the surface estate and mineral estate. This permit in no way exempts Operator from its responsibilities or obligations as to third parties. The issuance of this permit only means that Operator has, at this time, complied with Midland City Code § 6-1-23, "Oil and Gas Well Permits Issued On or After January 1, 2010" (Ordinance No. 8769) and that the Midland City Council, as a regulatory body, will allow Operator to proceed under the conditions of this permit. The issuance of this permit is intended to be only a negative pronouncement that grants no affirmative rights to the permittee to occupy the property. It is expressly provided that this permit does not authorize a trespass by the permittee as to any third party. This

permit does not in any way restrict the use of the surface estate. Securing a permit does not authorize Operator to act with impunity as to third parties, nor does it insulate Operator from the consequences of its actions with regard to those third parties. The receipt of a permit does not undertake to adjudicate property rights.

This permit granted by the City of Midland does not act to immunize Operator from civil tort liability from private parties for actions arising out of the use of the permit. This is because the permit is a "negative pronouncement" that grants no affirmative rights to the permittee. The issuance of this permit does not authorize any injury to persons or property or an invasion of other property rights, or any infringement of State or local law or regulations. Operator has obtained a permit from the City of Midland but the consequences of acting under the permit have not been immunized. The fact that the City of Midland has issued a permit to drill an oil and gas well does not shield Operator from third party tort liability stemming from the consequences of the permitted activity.

NOTWITHSTANDING ANY OTHER PROVISION, OPERATOR HEREBY RELEASES, ACQUITS, RELINQUISHES AND FOREVER DISCHARGES CITY OF MIDLAND, CITY OF MIDLAND'S EMPLOYEES AND OFFICERS, FROM ANY AND ALL DEMANDS, CLAIMS, DAMAGES OR CAUSES OF ACTION OF ANY KIND WHATSOEVER WHICH OPERATOR HAS OR MIGHT HAVE IN THE FUTURE, INCLUDING BUT NOT LIMITED TO BREACH OF CONTRACT, QUANTUM MERUIT, CLAIMS UNDER THE DUE PROCESS AND TAKING CLAUSES OF THE TEXAS AND UNITED STATES CONSTITUTIONS, TORT CLAIMS OR CITY OF MIDLAND'S NEGLIGENCE.

OPERATOR AGREES TO INDEMNIFY AND HOLD HARMLESS AND DEFEND THE CITY OF MIDLAND, THE CITY'S OFFICERS, AGENTS, AND EMPLOYEES FROM ANY AND ALL CLAIMS, LOSSES, DAMAGES, CAUSES OF ACTION, SUITS, AND LIABILITY OF ANY KIND, INCLUDING ALL EXPENSES OF LITIGATION, COURT COSTS, AND ATTORNEY'S FEES, FOR INJURY TO OR DEATH OF ANY PERSON, OR FOR DAMAGE TO ANY PROPERTY ARISING OUT OF OR IN CONNECTION WITH THE WORK DONE BY OPERATOR UNDER AN OIL AND GAS WELL PERMIT WHERE SUCH INJURIES, DEATH, OR DAMAGES ARE CAUSED BY OPERATOR'S SOLE NEGLIGENCE OR THE JOINT NEGLIGENCE OF THE OPERATOR AND ANY OTHER PERSON OR ENTITY.

A right-of-way license agreement approved by a resolution of the Midland City Council is required for any oil and/or gas flowline or pipeline or any other device associated with a proposed well site that extends into, on, above, in, under, across or through any City rights-of-way, including but not limited to streets, alleys, and utility and drainage rights-of-way.

If the well that is the subject of this permit is not located within the County of Midland, Texas, Operator shall notify the Midland Central Appraisal District of the following: (1) the well's location within the territorial limits of the City of Midland; and (2) that the City of

Midland is to be included as a taxing entity. Operator shall make said notification no later than 60 days after completion of the well.

The Midland City Council, in granting this permit, also grants the following variance(s):

1. Twenty-four hour hydraulic fracturing operations are permitted.
2. Close reserve pit 3 months (90 days) after operations are completed on all wells on the pad.
3. Drill cuttings shall be removed from the surface location.
4. No landscaping and irrigation are required.

This permit shall constitute a written contract for purposes of insurance requirements.

In addition to the requirements of this permit and the Midland City Code § 6-1-23, "Oil and Gas Well Permits Issued On or After January 1, 2010" (Ordinance 8769), including, but not limited to Subsections (K) through (Z), Operator shall develop, maintain and operate the well described herein in accordance with the conditions, limitations and safeguards contained in Operator's application for said well.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS _____ day of January 2023.

CITY OF MIDLAND, TEXAS

BY: _____

Lori Merritt Blong, Mayor

UNDERSTOOD AND AGREE THIS _____day of January 2023.

Pioneer Natural Resources, USA, Inc.

By: _____

Laura Wallace

Regulatory Specialist

EXHIBIT "E"

OIL AND GAS WELL PERMIT

The City Council of the City of Midland, Texas, at its regular meeting on January 10, 2023, considered the application of Pioneer Natural Resources, USA, Inc. ("Operator") dated April 27, 2022, to drill an oil and gas well inside the territorial limits of the City of Midland, Texas. The City Council of the City of Midland, Texas, by appropriate action approved the application and authorized the issuance of this permit.

This documentation hereby constitutes a permit, issued in accordance with Midland City Code § 6-1-23, "Oil and Gas Well Permits Issued On or After January 1, 2010" (Ordinance 8769), to drill an oil and gas well as requested in Operator's application that has been filed with the Oil & Gas Compliance Coordinator and is incorporated herein for all legal purposes.

The location of Operator's Stimson W17E 5H oil and gas well shall be 375 feet from the north line and 1,120 feet from the west line, Section 17, Block 38, T-1-S, T&P RR Co. Survey, Midland County, Texas. The hole size, casing program, cement program and total depth of that well shall be in strict compliance with the proposed hole size, casing program, cementing program and proposed total depth found in Operator's application. Further, all operations done under this permit shall be done and accomplished in strict accordance with Midland City Code § 6-1-23, "Oil and Gas Well Permits Issued On or After January 1, 2010" (Ordinance 8769), which is hereby incorporated into this permit by reference and made applicable hereto with the same force and effect as if the same were copied fully in this permit, including, but not limited to, Subsections (K) through (Z).

This permit shall be effective from January 10, 2023 through January 10, 2024, and so long thereafter as oil or gas is produced, or until such time as Operator has permanently abandoned the operations of the well or facility for which this permit is issued.

The issuance of this permit by the City of Midland does not in any way alter or modify the rights as between the surface estate owner(s) and mineral estate owner(s) if there exists a severance of the surface estate and mineral estate. This permit in no way exempts Operator from its responsibilities or obligations as to third parties. The issuance of this permit only means that Operator has, at this time, complied with Midland City Code § 6-1-23, "Oil and Gas Well Permits Issued On or After January 1, 2010" (Ordinance No. 8769) and that the Midland City Council, as a regulatory body, will allow Operator to proceed under the conditions of this permit. The issuance of this permit is intended to be only a negative pronouncement that grants no affirmative rights to the permittee to occupy the property. It is expressly provided that this permit does not authorize a trespass by the permittee as to any third party. This

permit does not in any way restrict the use of the surface estate. Securing a permit does not authorize Operator to act with impunity as to third parties, nor does it insulate Operator from the consequences of its actions with regard to those third parties. The receipt of a permit does not undertake to adjudicate property rights.

This permit granted by the City of Midland does not act to immunize Operator from civil tort liability from private parties for actions arising out of the use of the permit. This is because the permit is a "negative pronouncement" that grants no affirmative rights to the permittee. The issuance of this permit does not authorize any injury to persons or property or an invasion of other property rights, or any infringement of State or local law or regulations. Operator has obtained a permit from the City of Midland but the consequences of acting under the permit have not been immunized. The fact that the City of Midland has issued a permit to drill an oil and gas well does not shield Operator from third party tort liability stemming from the consequences of the permitted activity.

NOTWITHSTANDING ANY OTHER PROVISION, OPERATOR HEREBY RELEASES, ACQUITS, RELINQUISHES AND FOREVER DISCHARGES CITY OF MIDLAND, CITY OF MIDLAND'S EMPLOYEES AND OFFICERS, FROM ANY AND ALL DEMANDS, CLAIMS, DAMAGES OR CAUSES OF ACTION OF ANY KIND WHATSOEVER WHICH OPERATOR HAS OR MIGHT HAVE IN THE FUTURE, INCLUDING BUT NOT LIMITED TO BREACH OF CONTRACT, QUANTUM MERUIT, CLAIMS UNDER THE DUE PROCESS AND TAKING CLAUSES OF THE TEXAS AND UNITED STATES CONSTITUTIONS, TORT CLAIMS OR CITY OF MIDLAND'S NEGLIGENCE.

OPERATOR AGREES TO INDEMNIFY AND HOLD HARMLESS AND DEFEND THE CITY OF MIDLAND, THE CITY'S OFFICERS, AGENTS, AND EMPLOYEES FROM ANY AND ALL CLAIMS, LOSSES, DAMAGES, CAUSES OF ACTION, SUITS, AND LIABILITY OF ANY KIND, INCLUDING ALL EXPENSES OF LITIGATION, COURT COSTS, AND ATTORNEY'S FEES, FOR INJURY TO OR DEATH OF ANY PERSON, OR FOR DAMAGE TO ANY PROPERTY ARISING OUT OF OR IN CONNECTION WITH THE WORK DONE BY OPERATOR UNDER AN OIL AND GAS WELL PERMIT WHERE SUCH INJURIES, DEATH, OR DAMAGES ARE CAUSED BY OPERATOR'S SOLE NEGLIGENCE OR THE JOINT NEGLIGENCE OF THE OPERATOR AND ANY OTHER PERSON OR ENTITY.

A right-of-way license agreement approved by a resolution of the Midland City Council is required for any oil and/or gas flowline or pipeline or any other device associated with a proposed well site that extends into, on, above, in, under, across or through any City rights-of-way, including but not limited to streets, alleys, and utility and drainage rights-of-way.

If the well that is the subject of this permit is not located within the County of Midland, Texas, Operator shall notify the Midland Central Appraisal District of the following: (1) the well's location within the territorial limits of the City of Midland; and (2) that the City of

Midland is to be included as a taxing entity. Operator shall make said notification no later than 60 days after completion of the well.

The Midland City Council, in granting this permit, also grants the following variance(s):

1. Twenty-four hour hydraulic fracturing operations are permitted.
2. Close reserve pit 3 months (90 days) after operations are completed on all wells on the pad.
3. Drill cuttings shall be removed from the surface location.
4. No landscaping and irrigation are required.

This permit shall constitute a written contract for purposes of insurance requirements.

In addition to the requirements of this permit and the Midland City Code § 6-1-23, "Oil and Gas Well Permits Issued On or After January 1, 2010" (Ordinance 8769), including, but not limited to Subsections (K) through (Z), Operator shall develop, maintain and operate the well described herein in accordance with the conditions, limitations and safeguards contained in Operator's application for said well.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS _____ day of January 2023.

CITY OF MIDLAND, TEXAS

BY: _____

Lori Merritt Blong, Mayor

UNDERSTOOD AND AGREE THIS _____day of January 2023.

Pioneer Natural Resources, USA, Inc.

By: _____

Laura Wallace

Regulatory Specialist

EXHIBIT "F"

OIL AND GAS WELL PERMIT

The City Council of the City of Midland, Texas, at its regular meeting on January 10, 2023, considered the application of Pioneer Natural Resources, USA, Inc. ("Operator") dated April 27, 2022, to drill an oil and gas well inside the territorial limits of the City of Midland, Texas. The City Council of the City of Midland, Texas, by appropriate action approved the application and authorized the issuance of this permit.

This documentation hereby constitutes a permit, issued in accordance with Midland City Code § 6-1-23, "Oil and Gas Well Permits Issued On or After January 1, 2010" (Ordinance 8769), to drill an oil and gas well as requested in Operator's application that has been filed with the Oil & Gas Compliance Coordinator and is incorporated herein for all legal purposes.

The location of Operator's Stimson W17F 6H oil and gas well shall be 375 feet from the north line and 1,140 feet from the west line, Section 17, Block 38, T-1-S, T&P RR Co. Survey, Midland County, Texas. The hole size, casing program, cement program and total depth of that well shall be in strict compliance with the proposed hole size, casing program, cementing program and proposed total depth found in Operator's application. Further, all operations done under this permit shall be done and accomplished in strict accordance with Midland City Code § 6-1-23, "Oil and Gas Well Permits Issued On or After January 1, 2010" (Ordinance 8769), which is hereby incorporated into this permit by reference and made applicable hereto with the same force and effect as if the same were copied fully in this permit, including, but not limited to, Subsections (K) through (Z).

This permit shall be effective from January 10, 2023 through January 10, 2024, and so long thereafter as oil or gas is produced, or until such time as Operator has permanently abandoned the operations of the well or facility for which this permit is issued.

The issuance of this permit by the City of Midland does not in any way alter or modify the rights as between the surface estate owner(s) and mineral estate owner(s) if there exists a severance of the surface estate and mineral estate. This permit in no way exempts Operator from its responsibilities or obligations as to third parties. The issuance of this permit only means that Operator has, at this time, complied with Midland City Code § 6-1-23, "Oil and Gas Well Permits Issued On or After January 1, 2010" (Ordinance No. 8769) and that the Midland City Council, as a regulatory body, will allow Operator to proceed under the conditions of this permit. The issuance of this permit is intended to be only a negative pronouncement that grants no affirmative rights to the permittee to occupy the property. It is expressly provided that this permit does not authorize a trespass by the permittee as to any third party. This

permit does not in any way restrict the use of the surface estate. Securing a permit does not authorize Operator to act with impunity as to third parties, nor does it insulate Operator from the consequences of its actions with regard to those third parties. The receipt of a permit does not undertake to adjudicate property rights.

This permit granted by the City of Midland does not act to immunize Operator from civil tort liability from private parties for actions arising out of the use of the permit. This is because the permit is a "negative pronouncement" that grants no affirmative rights to the permittee. The issuance of this permit does not authorize any injury to persons or property or an invasion of other property rights, or any infringement of State or local law or regulations. Operator has obtained a permit from the City of Midland but the consequences of acting under the permit have not been immunized. The fact that the City of Midland has issued a permit to drill an oil and gas well does not shield Operator from third party tort liability stemming from the consequences of the permitted activity.

NOTWITHSTANDING ANY OTHER PROVISION, OPERATOR HEREBY RELEASES, ACQUITS, RELINQUISHES AND FOREVER DISCHARGES CITY OF MIDLAND, CITY OF MIDLAND'S EMPLOYEES AND OFFICERS, FROM ANY AND ALL DEMANDS, CLAIMS, DAMAGES OR CAUSES OF ACTION OF ANY KIND WHATSOEVER WHICH OPERATOR HAS OR MIGHT HAVE IN THE FUTURE, INCLUDING BUT NOT LIMITED TO BREACH OF CONTRACT, QUANTUM MERUIT, CLAIMS UNDER THE DUE PROCESS AND TAKING CLAUSES OF THE TEXAS AND UNITED STATES CONSTITUTIONS, TORT CLAIMS OR CITY OF MIDLAND'S NEGLIGENCE.

OPERATOR AGREES TO INDEMNIFY AND HOLD HARMLESS AND DEFEND THE CITY OF MIDLAND, THE CITY'S OFFICERS, AGENTS, AND EMPLOYEES FROM ANY AND ALL CLAIMS, LOSSES, DAMAGES, CAUSES OF ACTION, SUITS, AND LIABILITY OF ANY KIND, INCLUDING ALL EXPENSES OF LITIGATION, COURT COSTS, AND ATTORNEY'S FEES, FOR INJURY TO OR DEATH OF ANY PERSON, OR FOR DAMAGE TO ANY PROPERTY ARISING OUT OF OR IN CONNECTION WITH THE WORK DONE BY OPERATOR UNDER AN OIL AND GAS WELL PERMIT WHERE SUCH INJURIES, DEATH, OR DAMAGES ARE CAUSED BY OPERATOR'S SOLE NEGLIGENCE OR THE JOINT NEGLIGENCE OF THE OPERATOR AND ANY OTHER PERSON OR ENTITY.

A right-of-way license agreement approved by a resolution of the Midland City Council is required for any oil and/or gas flowline or pipeline or any other device associated with a proposed well site that extends into, on, above, in, under, across or through any City rights-of-way, including but not limited to streets, alleys, and utility and drainage rights-of-way.

If the well that is the subject of this permit is not located within the County of Midland, Texas, Operator shall notify the Midland Central Appraisal District of the following: (1) the well's location within the territorial limits of the City of Midland; and (2) that the City of

Midland is to be included as a taxing entity. Operator shall make said notification no later than 60 days after completion of the well.

The Midland City Council, in granting this permit, also grants the following variance(s):

1. Twenty-four hour hydraulic fracturing operations are permitted.
2. Close reserve pit 3 months (90 days) after operations are completed on all wells on the pad.
3. Drill cuttings shall be removed from the surface location.
4. No landscaping and irrigation are required.

This permit shall constitute a written contract for purposes of insurance requirements.

In addition to the requirements of this permit and the Midland City Code § 6-1-23, "Oil and Gas Well Permits Issued On or After January 1, 2010" (Ordinance 8769), including, but not limited to Subsections (K) through (Z), Operator shall develop, maintain and operate the well described herein in accordance with the conditions, limitations and safeguards contained in Operator's application for said well.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS _____ day of January 2023.

CITY OF MIDLAND, TEXAS

BY: _____

Lori Merritt Blong, Mayor

UNDERSTOOD AND AGREE THIS _____day of January 2023.

Pioneer Natural Resources, USA, Inc.

By: _____

Laura Wallace

Regulatory Specialist

EXHIBIT "G"

OIL AND GAS WELL PERMIT

The City Council of the City of Midland, Texas, at its regular meeting on January 10, 2023, considered the application of Pioneer Natural Resources, USA, Inc. ("Operator") dated April 27, 2022, to drill an oil and gas well inside the territorial limits of the City of Midland, Texas. The City Council of the City of Midland, Texas, by appropriate action approved the application and authorized the issuance of this permit.

This documentation hereby constitutes a permit, issued in accordance with Midland City Code § 6-1-23, "Oil and Gas Well Permits Issued On or After January 1, 2010" (Ordinance 8769), to drill an oil and gas well as requested in Operator's application that has been filed with the Oil & Gas Compliance Coordinator and is incorporated herein for all legal purposes.

The location of Operator's Stimson W17G 7H oil and gas well shall be 375 feet from the north line and 1,160 feet from the west line, Section 17, Block 38, T-1-S, T&P RR Co. Survey, Midland County, Texas. The hole size, casing program, cement program and total depth of that well shall be in strict compliance with the proposed hole size, casing program, cementing program and proposed total depth found in Operator's application. Further, all operations done under this permit shall be done and accomplished in strict accordance with Midland City Code § 6-1-23, "Oil and Gas Well Permits Issued On or After January 1, 2010" (Ordinance 8769), which is hereby incorporated into this permit by reference and made applicable hereto with the same force and effect as if the same were copied fully in this permit, including, but not limited to, Subsections (K) through (Z).

This permit shall be effective from January 10, 2023 through January 10, 2024, and so long thereafter as oil or gas is produced, or until such time as Operator has permanently abandoned the operations of the well or facility for which this permit is issued.

The issuance of this permit by the City of Midland does not in any way alter or modify the rights as between the surface estate owner(s) and mineral estate owner(s) if there exists a severance of the surface estate and mineral estate. This permit in no way exempts Operator from its responsibilities or obligations as to third parties. The issuance of this permit only means that Operator has, at this time, complied with Midland City Code § 6-1-23, "Oil and Gas Well Permits Issued On or After January 1, 2010" (Ordinance No. 8769) and that the Midland City Council, as a regulatory body, will allow Operator to proceed under the conditions of this permit. The issuance of this permit is intended to be only a negative pronouncement that grants no affirmative rights to the permittee to occupy the property. It is expressly provided that this permit does not authorize a trespass by the permittee as to any third party. This

permit does not in any way restrict the use of the surface estate. Securing a permit does not authorize Operator to act with impunity as to third parties, nor does it insulate Operator from the consequences of its actions with regard to those third parties. The receipt of a permit does not undertake to adjudicate property rights.

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Midland is to be included as a taxing entity. Operator shall make said notification no later than 60 days after completion of the well.

The Midland City Council, in granting this permit, also grants the following variance(s):

1. Twenty-four hour hydraulic fracturing operations are permitted.
2. Close reserve pit 3 months (90 days) after operations are completed on all wells on the pad.
3. Drill cuttings shall be removed from the surface location.
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GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS _____ day of January 2023.

CITY OF MIDLAND, TEXAS

BY: _____

Lori Merritt Blong, Mayor

UNDERSTOOD AND AGREE THIS _____day of January 2023.

Pioneer Natural Resources, USA, Inc.

By: _____

Laura Wallace

Regulatory Specialist

EXHIBIT "H"

OIL AND GAS WELL PERMIT

The City Council of the City of Midland, Texas, at its regular meeting on January 10, 2023, considered the application of Pioneer Natural Resources, USA, Inc. ("Operator") dated April 27, 2022, to drill an oil and gas well inside the territorial limits of the City of Midland, Texas. The City Council of the City of Midland, Texas, by appropriate action approved the application and authorized the issuance of this permit.

This documentation hereby constitutes a permit, issued in accordance with Midland City Code § 6-1-23, "Oil and Gas Well Permits Issued On or After January 1, 2010" (Ordinance 8769), to drill an oil and gas well as requested in Operator's application that has been filed with the Oil & Gas Compliance Coordinator and is incorporated herein for all legal purposes.

The location of Operator's Stimson W17H 8H oil and gas well shall be 375 feet from the north line and 1,180 feet from the west line, Section 17, Block 38, T-1-S, T&P RR Co. Survey, Midland County, Texas. The hole size, casing program, cement program and total depth of that well shall be in strict compliance with the proposed hole size, casing program, cementing program and proposed total depth found in Operator's application. Further, all operations done under this permit shall be done and accomplished in strict accordance with Midland City Code § 6-1-23, "Oil and Gas Well Permits Issued On or After January 1, 2010" (Ordinance 8769), which is hereby incorporated into this permit by reference and made applicable hereto with the same force and effect as if the same were copied fully in this permit, including, but not limited to, Subsections (K) through (Z).

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Midland is to be included as a taxing entity. Operator shall make said notification no later than 60 days after completion of the well.

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GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS _____ day of January 2023.

CITY OF MIDLAND, TEXAS

BY: _____

Lori Merritt Blong, Mayor

UNDERSTOOD AND AGREE THIS _____day of January 2023.

Pioneer Natural Resources, USA, Inc.

By: _____

Laura Wallace

Regulatory Specialist

EXHIBIT "I"

OIL AND GAS WELL PERMIT

The City Council of the City of Midland, Texas, at its regular meeting on January 10, 2023, considered the application of Pioneer Natural Resources, USA, Inc. ("Operator") dated April 27, 2022, to drill an oil and gas well inside the territorial limits of the City of Midland, Texas. The City Council of the City of Midland, Texas, by appropriate action approved the application and authorized the issuance of this permit.

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The location of Operator's Stimson W17I 9H oil and gas well shall be 376 feet from the north line and 1,200 feet from the west line, Section 17, Block 38, T-1-S, T&P RR Co. Survey, Midland County, Texas. The hole size, casing program, cement program and total depth of that well shall be in strict compliance with the proposed hole size, casing program, cementing program and proposed total depth found in Operator's application. Further, all operations done under this permit shall be done and accomplished in strict accordance with Midland City Code § 6-1-23, "Oil and Gas Well Permits Issued On or After January 1, 2010" (Ordinance 8769), which is hereby incorporated into this permit by reference and made applicable hereto with the same force and effect as if the same were copied fully in this permit, including, but not limited to, Subsections (K) through (Z).

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Midland is to be included as a taxing entity. Operator shall make said notification no later than 60 days after completion of the well.

The Midland City Council, in granting this permit, also grants the following variance(s):

1. Twenty-four hour hydraulic fracturing operations are permitted.
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GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS _____ day of January 2023.

CITY OF MIDLAND, TEXAS

BY: _____

Lori Merritt Blong, Mayor

UNDERSTOOD AND AGREE THIS _____day of January 2023.

Pioneer Natural Resources, USA, Inc.

By: _____

Laura Wallace

Regulatory Specialist

EXHIBIT "J"

OIL AND GAS WELL PERMIT

The City Council of the City of Midland, Texas, at its regular meeting on January 10, 2023, considered the application of Pioneer Natural Resources, USA, Inc. ("Operator") dated April 27, 2022, to drill an oil and gas well inside the territorial limits of the City of Midland, Texas. The City Council of the City of Midland, Texas, by appropriate action approved the application and authorized the issuance of this permit.

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The location of Operator's Stimson W17J 10H oil and gas well shall be 376 feet from the north line and 1,220 feet from the west line, Section 17, Block 38, T-1-S, T&P RR Co. Survey, Midland County, Texas. The hole size, casing program, cement program and total depth of that well shall be in strict compliance with the proposed hole size, casing program, cementing program and proposed total depth found in Operator's application. Further, all operations done under this permit shall be done and accomplished in strict accordance with Midland City Code § 6-1-23, "Oil and Gas Well Permits Issued On or After January 1, 2010" (Ordinance 8769), which is hereby incorporated into this permit by reference and made applicable hereto with the same force and effect as if the same were copied fully in this permit, including, but not limited to, Subsections (K) through (Z).

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GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS _____ day of January 2023.

CITY OF MIDLAND, TEXAS

BY: _____

Lori Merritt Blong, Mayor

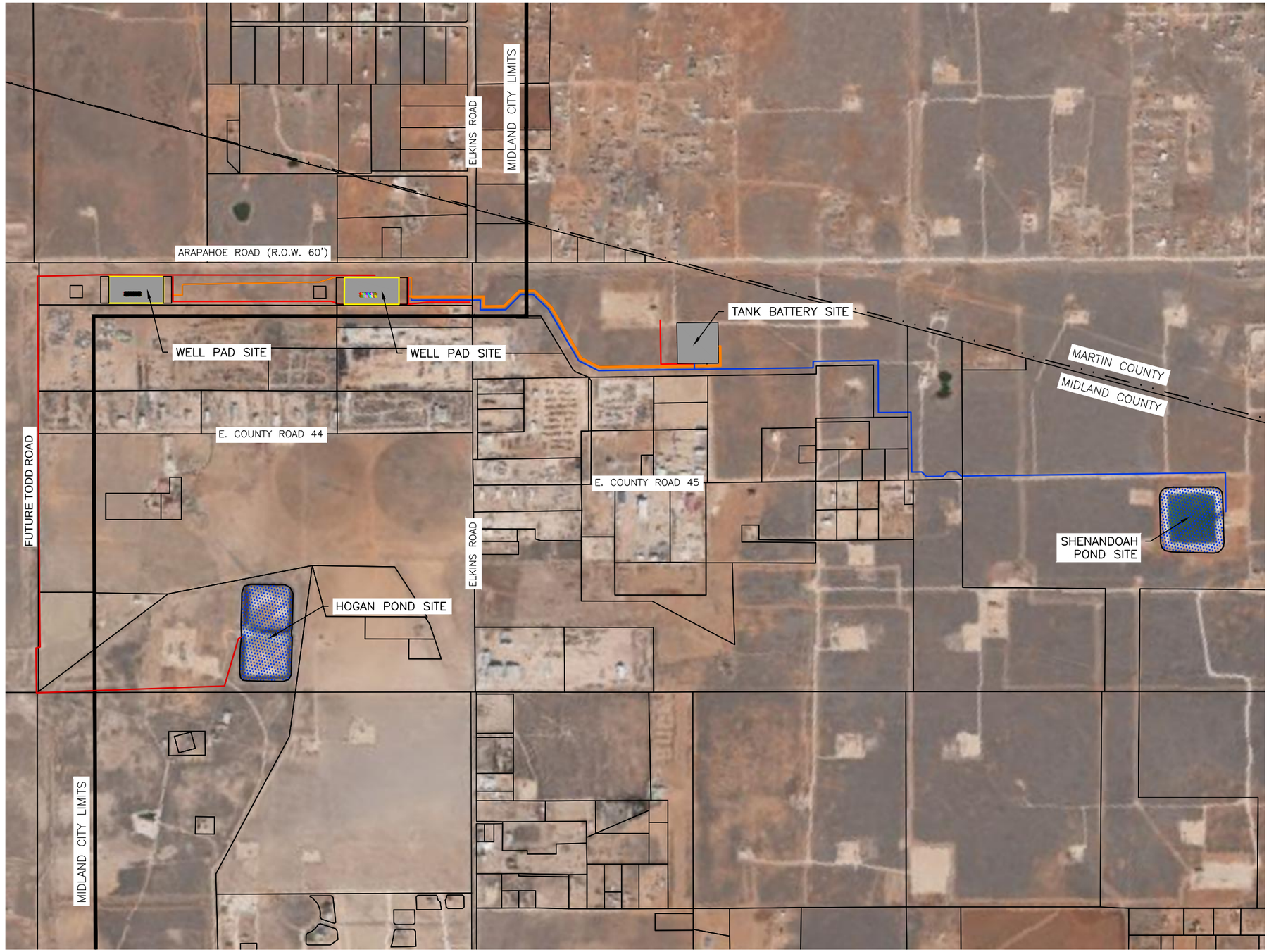
UNDERSTOOD AND AGREE THIS _____day of January 2023.

Pioneer Natural Resources, USA, Inc.

By: _____

Laura Wallace

Regulatory Specialist



N

0' 1200' 2400'

SCALE: 1" = 1200'

NOTES:

1. THIS DOES NOT CONSTITUTE A BOUNDARY SURVEY.
2. ANY ADJACENT WELLS ARE BASED SOLELY OFF RAILROAD COMMISSION (RRC) RECORDS AND ACCURACY CANNOT BE GUARANTEED.
3. ANY LEASE INFORMATION DEPICTED IS PROVIDED BY THE CLIENT.
4. WELL LOCATION IS APPROXIMATELY 2.0 MILES NORTH/ NORTHEAST OF MIDLAND, TEXAS.

LEGEND

- WELL SURFACE LOCATION
- PROPOSED WELL PAD SITE
- TANK BATTERY SITE
- POND SITE
- PROPOSED FLOWLINE
- PROPOSED PRODUCED WATERLINE
- PROPOSED TEMPORARY WATERLINE
- PROPOSED ELECTRICAL
- E — E — EXISTING OVERHEAD ELECTRICAL
- UG — UG — EXISTING BURIED PIPELINE

HALFF®
3300 NORTH A STREET, BUILDING 2, SUITE 120
MIDLAND, TX 79705-5471
TEL (432) 253-3255
TBPELS SURVEYING FIRM #10193998

DATE: 4/27/2022
REV.: 05/16/2022 J. ALVAREZ
BY: J. GONZALEZ
AVO: 39678.698

PIONEER NATURAL RESOURCES USA, INC.

EXHIBIT "N"
DRILL SITE, GATHERING LINES, ELECTRICAL

STIMSON 17 PADS

LOCATED IN
SECTION 17, BLOCK 38,
TOWNSHIP-1-SOUTH,
T. & P. R.R. CO. SURVEY,
ABSTRACT NO. 152,
MIDLAND COUNTY, TEXAS

I:\39000s\39678\698\CADD\SheetsMLD\EXHIBIT_PLATS\039678.698_EXHIBIT_N_DRILL_SITE.dwg

NOTES:
1. THIS DOES NOT CONSTITUTE A BOUNDARY SURVEY.
2. ANY ADJACENT WELLS ARE BASED SOLELY OFF RAILROAD COMMISSION (RRC) RECORDS AND ACCURACY CANNOT BE GUARANTEED.
3. ANY LEASE INFORMATION DEPICTED IS PROVIDED BY THE CLIENT.
4. WELL LOCATIONS ARE APPROXIMATELY 2.0 MILES NORTH/ NORTHEAST OF MIDLAND, TEXAS.

GENERAL COORDINATES FOR MULTI-WELL SITE:
NAD83-TX-CENTRAL
N: 10724759.7'
E: 1764235.5'
LAT: 32.081003°
LON: -102.051974°
NAD27-TX-CENTRAL
N: 882154.4'
E: 1467776.3'
LAT.: 32.080803°
LON.: -102.051533°
NAVD88 ELEVATION: 2798'

EXISTING WELL SITE
STIMSON-BURLEY "H" #1

LEASE ROAD

FENCED IN YARDS

ARAPAHOE ROAD (R.O.W. 60')

TANK BATTERY SITE

169'

PROPOSED WELL LOCATION SEE LEGEND FOR NAME

MIDLAND CITY LIMITS

R500.0' (TYP.)

R860.0' (TYP.)

MIDLAND CITY LIMITS

LEASE ROAD

FENCED IN YARD

LEGEND

	STIMSON W17A #1H
	STIMSON W17B #2H
	STIMSON W17C #3H
	STIMSON W17D #4H
	STIMSON W17E #5H
	STIMSON W17F #6H
	STIMSON W17G #7H
	STIMSON W17H #8H
	STIMSON W17I #9H
	STIMSON W17J #10H
	W17K #11H
	W17L #12H
	W17M #13H
	W17N #14H
	W17O #15H
	W17P #16H
	W17Q #17H
	W17R #18H
	W17S #19H
	W17T #20H
MULTI-COLOR	860-FOOT BUFFER/HALO
MULTI-COLOR	500-FOOT BUFFER/HALO
	PROPOSED WELL PAD SITE
	PROPERTY OWNERSHIP BOUNDARY
	CITY LIMITS
BPL	BURIED PIPELINE
E	OVERHEAD ELCTRIC
X	FENCE

N

0' 300' 600'

SCALE: 1" = 300'

HALFF®
3300 NORTH A STREET, BUILDING 2, SUITE 120
MIDLAND, TX 79705-5471
TEL (432) 253-3255
TBPELS SURVEYING FIRM #10193998

DATE: 10/21/2021
REV.: 05/16/2022
BY: J. ALVAREZ
AVO: 39678.698

PIONEER NATURAL RESOURCES USA, INC.

EXHIBIT "E"
AERIAL SITE PLAN

LOCATED IN
SECTION 17, BLOCK 38,
TOWNSHIP-1-SOUTH,
T. & P. R.R. CO. SURVEY,
ABSTRACT NO. 152,
MIDLAND COUNTY, TEXAS

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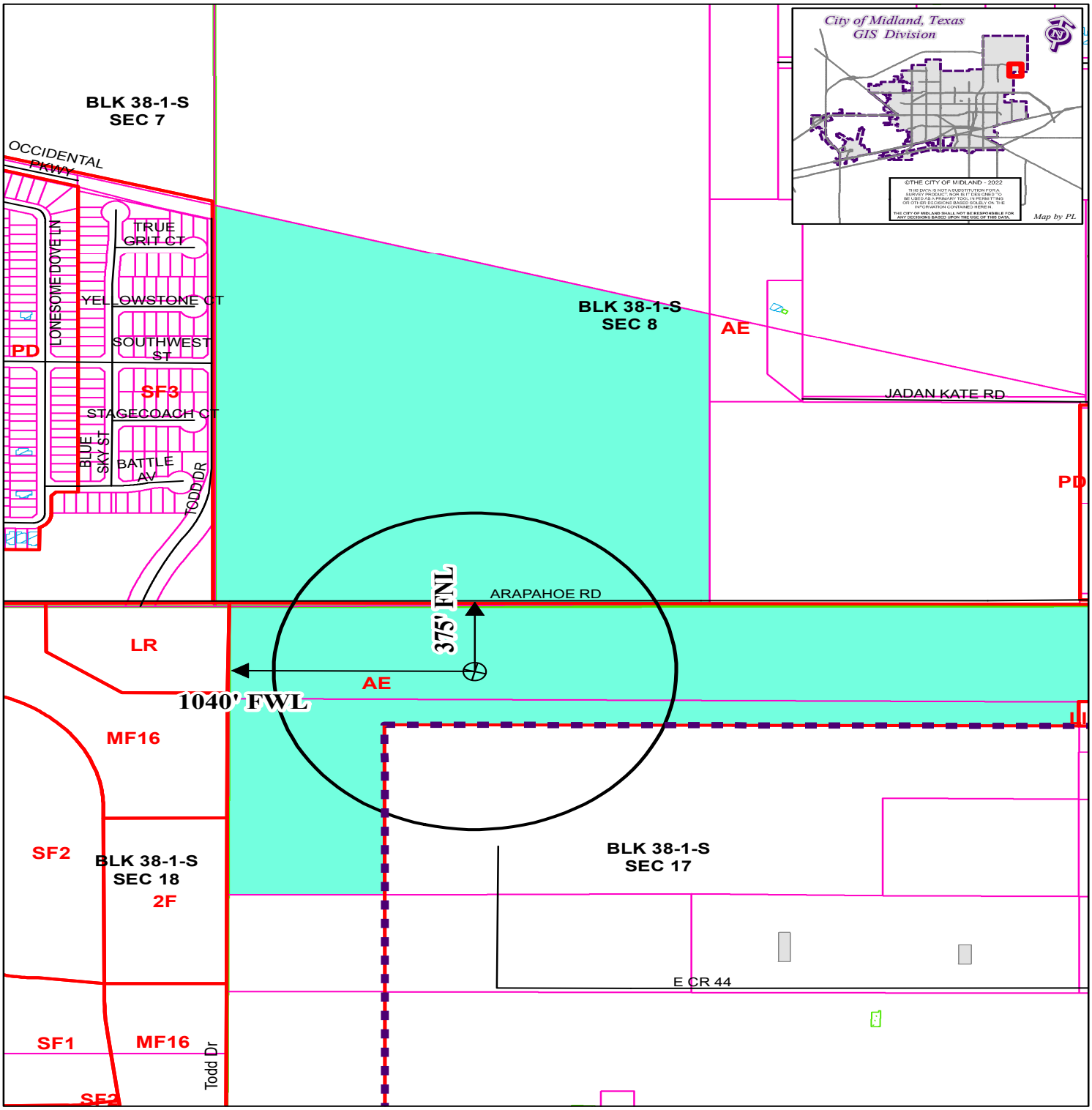


LOCATION AND ZONING MAP

Oil-044075-2022 **Scale: 1" = 600'**

Consider a request for a Permit to drill an Oil and Gas Well within the City Limits located 375' FNL and 1040' FWL, Section 17, Block 38-1-S, T&P RR CO Survey, Midland County, Texas.

Generally located 375 feet south of Arapahoe Road and 1,040 feet [illegible] Todd Drive extension.

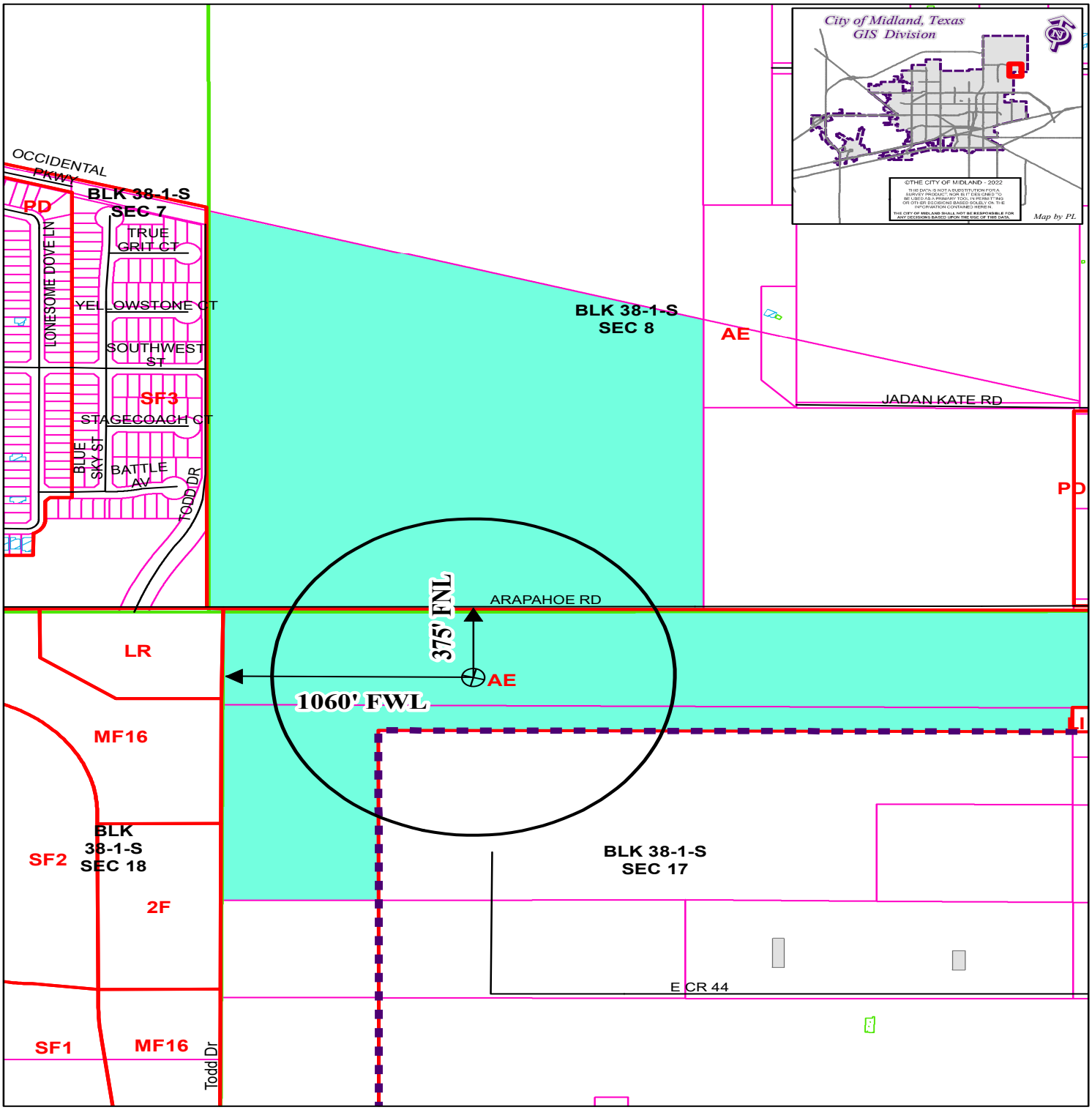
Stimson W17A 1H

LEGEND

CITY PARCELS	PUBLIC BLDGS	CITY LIMITS
COUNTY PARCELS	PRIVATE BLDGS	860 FT. BUFFER
ZONING	ACCESSORY BLDGS	SURVEY SEC.

ZONING DISTRICTS:

FD	FUTURE DEVELOPMENT	BP	BUSINESS PARK
PD	PLANNED DISTRICT	P	PARKING
AE	AGRICULTURE ESTATE	01, O2	OFFICE
CE	COUNTRY ESTATE	NS	NEIGHBORHOOD SERVICE
1F1, 1F2, 1F3	ONE-FAMILY DWELLING	LR1, LR2, LR3	LOCAL RETAIL
MH	MOBILE HOME DWELLING	C1, C2, C3	COMMERCIAL
TH	TOWNHOUSE DWELLING	IP ,IP1, IP2, IP3	INDUSTRIAL PARK
2F	TWO-FAMILY DWELLING	LI	LIGHT INDUSTRY
MF1, MF2	MULTIPLE FAMILY DWELLING	HI	HEAVY INDUSTRY



LOCATION AND ZONING MAP

Oil-044074-2022 **Scale: 1" = 600'**

Consider a request for a Permit to drill an Oil and Gas Well within the City Limits located 375' FNL and 1060' FWL, Section 17, Block 38-1-S, T&P RR CO Survey, Midland County, Texas.

Generally located 375 feet south of Arapahoe Road and 1,060 feet [illegible] Todd Drive extension.

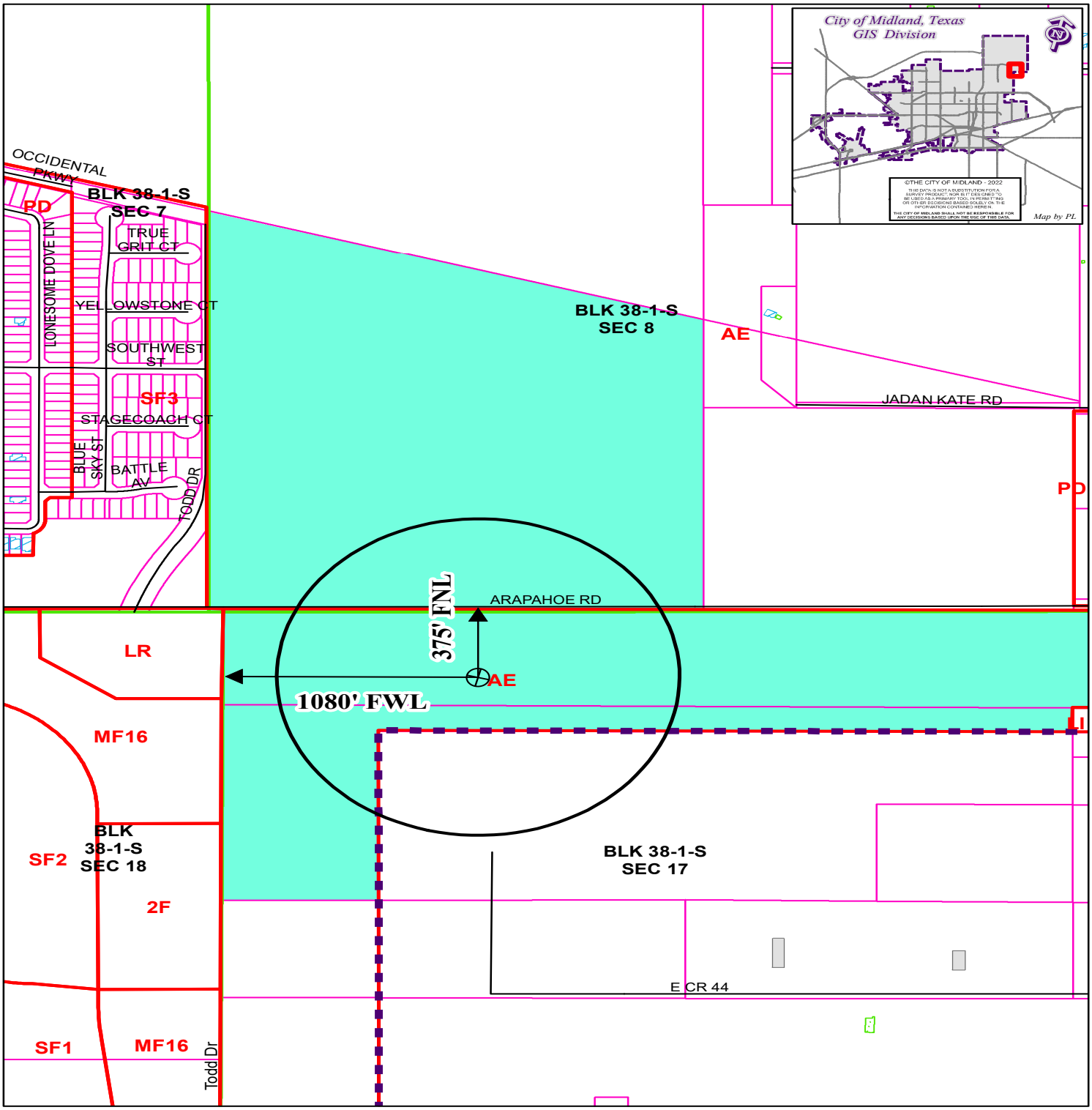
Stimson W17B 2H

LEGEND

CITY PARCELS	PUBLIC BLDGS	CITY LIMITS
COUNTY PARCELS	PRIVATE BLDGS	860 FT. BUFFER
ZONING	ACCESSORY BLDGS	SURVEY SEC.

ZONING DISTRICTS:

FD	FUTURE DEVELOPMENT	BP	BUSINESS PARK
PD	PLANNED DISTRICT	P	PARKING
AE	AGRICULTURE ESTATE	01, 02	OFFICE
CE	COUNTRY ESTATE	NS	NEIGHBORHOOD SERVICE
1F1, 1F2, 1F3	ONE-FAMILY DWELLING	RR1, RR2, LRR	LOCAL RETAIL
MH	MOBILE HOME DWELLING	C1, C2, C3	COMMERCIAL
TH	TOWNHOUSE DWELLING	IP ,IP1, IP2, IP3	INDUSTRIAL PARK
2F	TWO-FAMILY DWELLING	LI	LIGHT INDUSTRY
MF1, MF2	MULTIPLE FAMILY DWELLING	HI	HEAVY INDUSTRY



LOCATION AND ZONING MAP

Oil-044073-2022 **Scale: 1" = 600'**

Consider a request for a Permit to drill an Oil and Gas Well within the City Limits located 375' FNL and 1080' FWL, Section 17, Block 38-1-S, T&P RR CO Survey, Midland County, Texas.

Generally located 375 feet south of Arapahoe Road and 1,080 feet [illegible] Todd Drive extension.

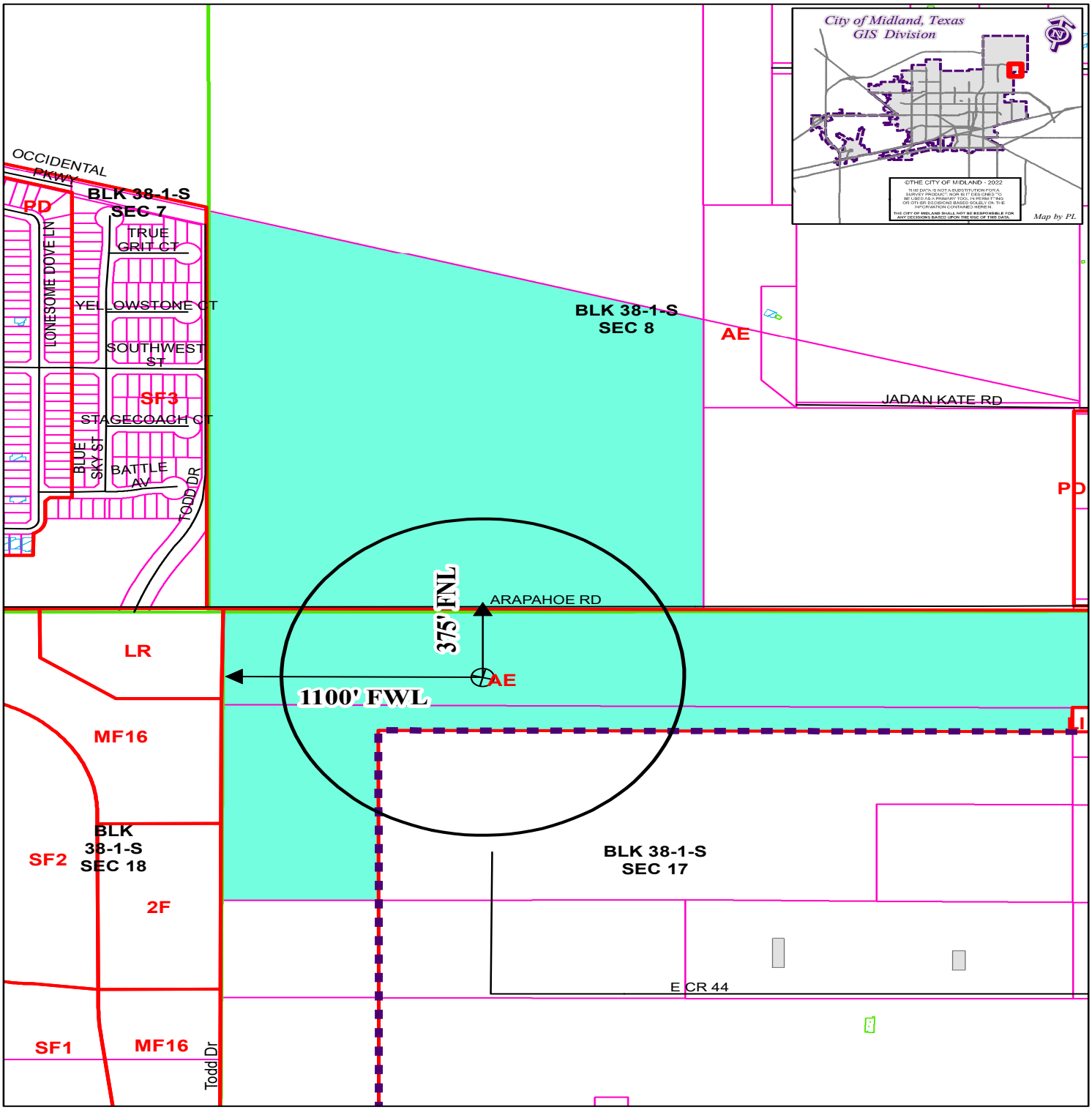
Stimson W17C 3H

LEGEND

CITY PARCELS	PUBLIC BLDGS	CITY LIMITS
COUNTY PARCELS	PRIVATE BLDGS	860 FT. BUFFER
ZONING	ACCESSORY BLDGS	SURVEY SEC.

ZONING DISTRICTS:

FD	FUTURE DEVELOPMENT	BP	BUSINESS PARK
PD	PLANNED DISTRICT	P	PARKING
AE	AGRICULTURE ESTATE	01, 02	OFFICE
CE	COUNTRY ESTATE	NS	NEIGHBORHOOD SERVICE
1F1, 1F2, 1F3	ONE-FAMILY DWELLING	LR1, LR2, LR3	LOCAL RETAIL
MH	MOBILE HOME DWELLING	C1, C2, C3	COMMERCIAL
TH	TOWNHOUSE DWELLING	IP ,IP1, IP2, IP3	INDUSTRIAL PARK
2F	TWO-FAMILY DWELLING	LI	LIGHT INDUSTRY
MF1, MF2	MULTIPLE FAMILY DWELLING	HI	HEAVY INDUSTRY



LOCATION AND ZONING MAP

Oil-044072-2022 **Scale: 1" = 600'**

Consider a request for a Permit to drill an Oil and Gas Well within the City Limits located 375' FNL and 1,100' FWL, Section 17, Block 38-1-S, T&P RR CO Survey, Midland County, Texas.

Generally located 375 feet south of Arapahoe Road and 1,100 feet [illegible] Todd Drive extension.

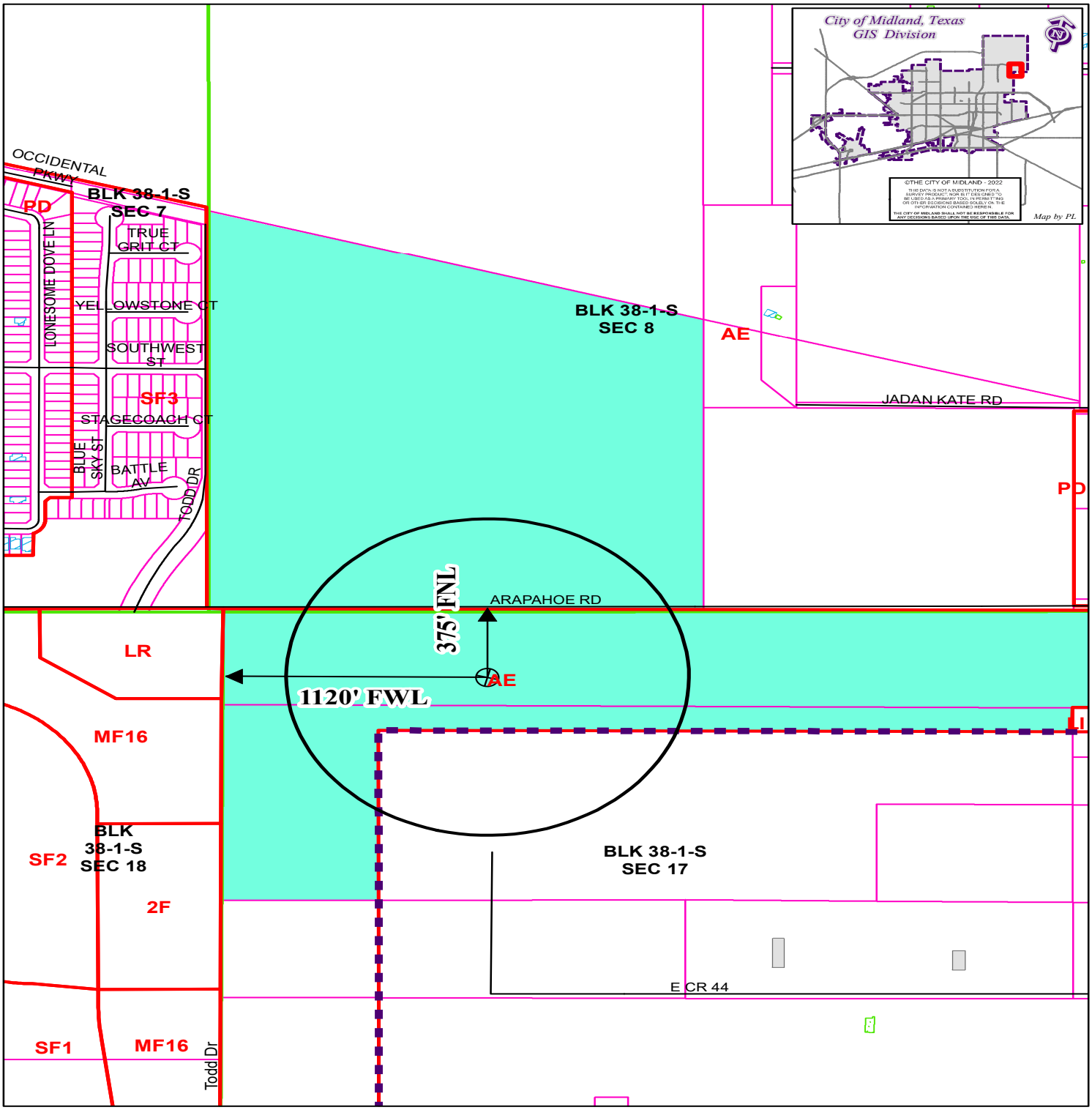
Stimson W17D 4H

LEGEND

CITY PARCELS	PUBLIC BLDGS	CITY LIMITS
COUNTY PARCELS	PRIVATE BLDGS	860 FT. BUFFER
ZONING	ACCESSORY BLDGS	SURVEY SEC.

ZONING DISTRICTS:

FD	FUTURE DEVELOPMENT	BP	BUSINESS PARK
PD	PLANNED DISTRICT	P	PARKING
AE	AGRICULTURE ESTATE	01, O2	OFFICE
CE	COUNTRY ESTATE	NS	NEIGHBORHOOD SERVICE
1F, 1F2, 1F3	ONE-FAMILY DWELLING	LR1, LR2, LR3	LOCAL RETAIL
MH	MOBILE HOME DWELLING	C1, C2, C3	COMMERCIAL
TH	TOWNHOUSE DWELLING	IP ,IP1, IP2, IP3	INDUSTRIAL PARK
2F	TWO-FAMILY DWELLING	LI	LIGHT INDUSTRY
MF1, MF2	MULTIPLE FAMILY DWELLING	HI	HEAVY INDUSTRY



LOCATION AND ZONING MAP

Oil-044070-2022 **Scale: 1" = 600'**

Consider a request for a Permit to drill an Oil and Gas Well within the City Limits located 375' FNL and 1,120' FWL, Section 17, Block 38-1-S, T&P RR CO Survey, Midland County, Texas.

Generally located 375 feet south of Arapahoe Road and 1,120 feet [illegible] Todd Drive extension.

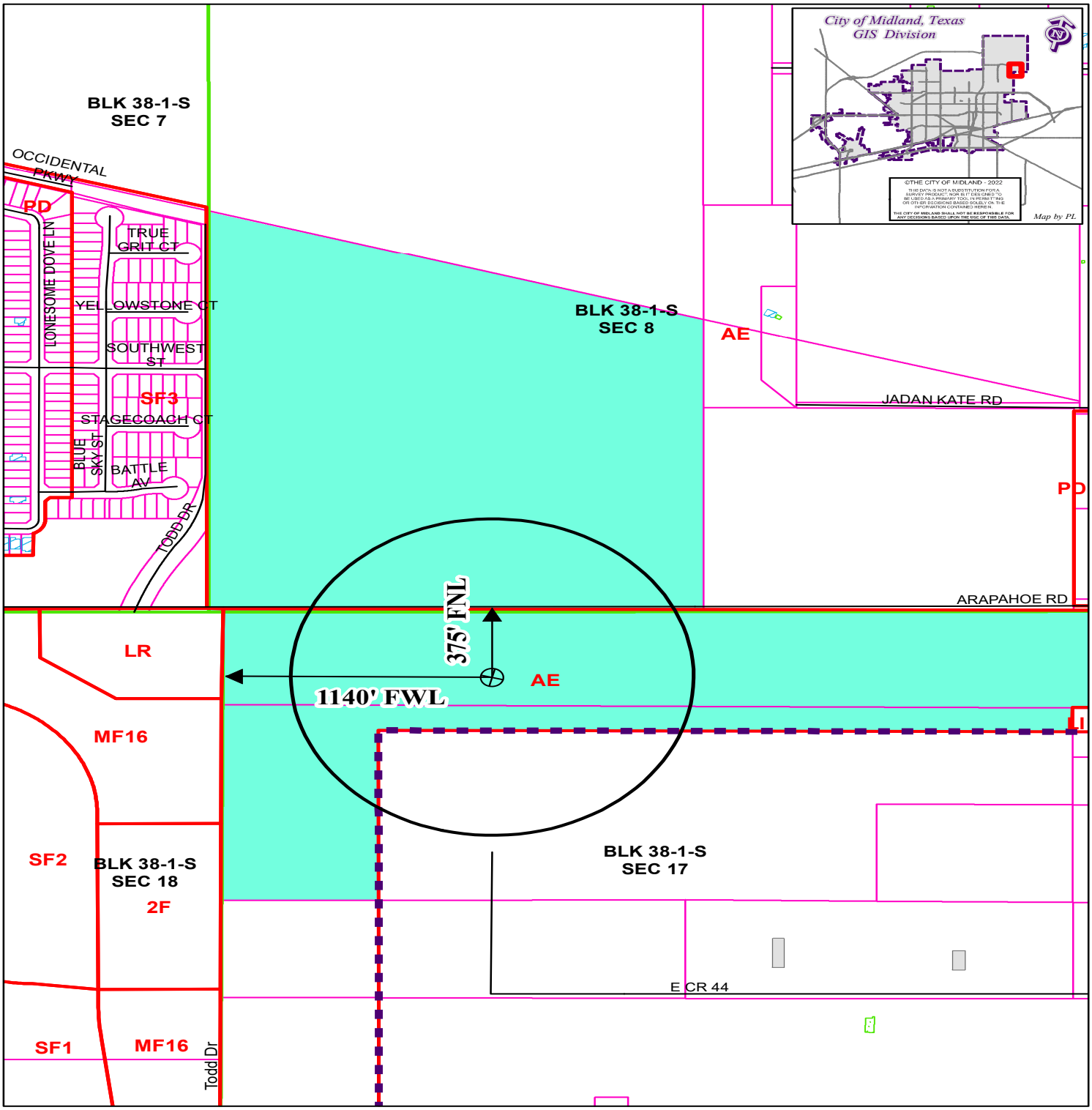
Stimson W17E 5H

LEGEND

CITY PARCELS	PUBLIC BLDGS	CITY LIMITS
COUNTY PARCELS	PRIVATE BLDGS	860 FT. BUFFER
ZONING	ACCESSORY BLDGS	SURVEY SEC.

ZONING DISTRICTS:

FD	FUTURE DEVELOPMENT	BP	BUSINESS PARK
PD	PLANNED DISTRICT	P	PARKING
AE	AGRICULTURE ESTATE	01, O2	OFFICE
CE	COUNTRY ESTATE	NS	NEIGHBORHOOD SERVICE
1F, LR2, SF3	ONE-FAMILY DWELLING	LR1, LR2, LR3	LOCAL RETAIL
MH	MOBILE HOME DWELLING	C1, C2, C3	COMMERCIAL
TH	TOWNHOUSE DWELLING	IP ,IP1, IP2, IP3	INDUSTRIAL PARK
2F	TWO-FAMILY DWELLING	LI	LIGHT INDUSTRY
MF1, MF2	MULTIPLE FAMILY DWELLING	HI	HEAVY INDUSTRY



LOCATION AND ZONING MAP

Oil-044069-2022 **Scale: 1" = 600'**

Consider a request for a Permit to drill an Oil and Gas Well within the City Limits located 375' FNL and 1,140' FWL, Section 17, Block 38-1-S, T&P RR CO Survey, Midland County, Texas.

Generally located 375 feet south of Arapahoe Road and 1,140 feet east of Todd Drive extension.

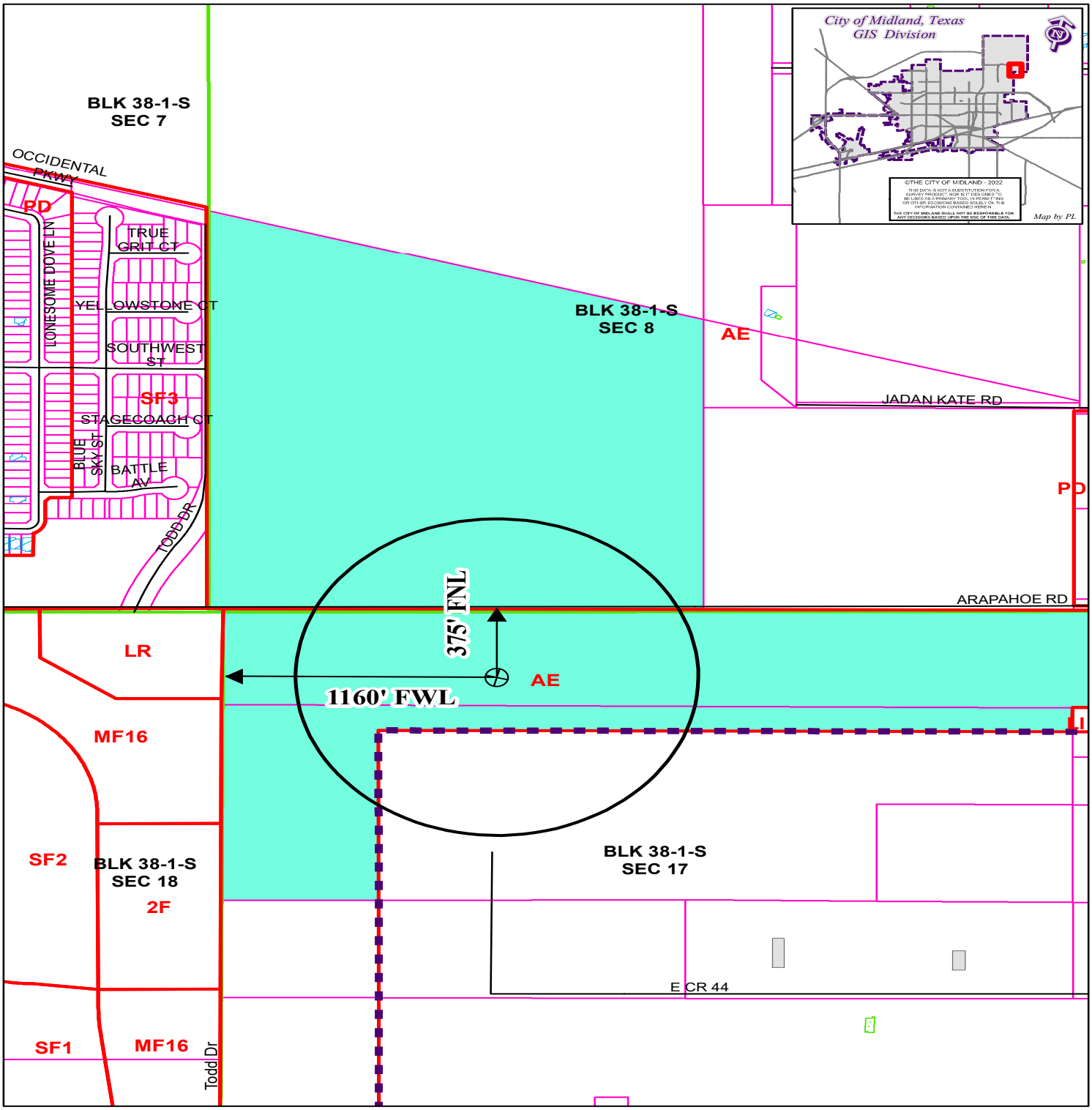
Stimson W17F 6H

LEGEND

CITY PARCELS	PUBLIC BLDGS	CITY LIMITS
COUNTY PARCELS	PRIVATE BLDGS	860 FT. BUFFER
ZONING	ACCESSORY BLDGS	SURVEY SEC.

ZONING DISTRICTS:

FD	FUTURE DEVELOPMENT	BP	BUSINESS PARK
PD	PLANNED DISTRICT	P	PARKING
AE	AGRICULTURE ESTATE	01, 02	OFFICE
CE	COUNTRY ESTATE	NS	NEIGHBORHOOD SERVICE
1F, LR2, SF3	ONE-FAMILY DWELLING	LR1, LR2, LR3	LOCAL RETAIL
MH	MOBILE HOME DWELLING	C1, C2, C3	COMMERCIAL
TH	TOWNHOUSE DWELLING	IP ,IP1, IP2, IP3	INDUSTRIAL PARK
2F	TWO-FAMILY DWELLING	LI	LIGHT INDUSTRY
MF1, MF2	MULTIPLE FAMILY DWELLING	HI	HEAVY INDUSTRY



LOCATION AND ZONING MAP

Oil-044068-2022 **Scale: 1" = 600'**

Consider a request for a Permit to drill an Oil and Gas Well within the City Limits located 375' FNL and 1,160' FWL, Section 17, Block 38-1-S, T&P RR CO Survey, Midland County, Texas.

Generally located 375 feet south of Arapahoe Road and 1,160 feet [illegible] Todd Drive extension.

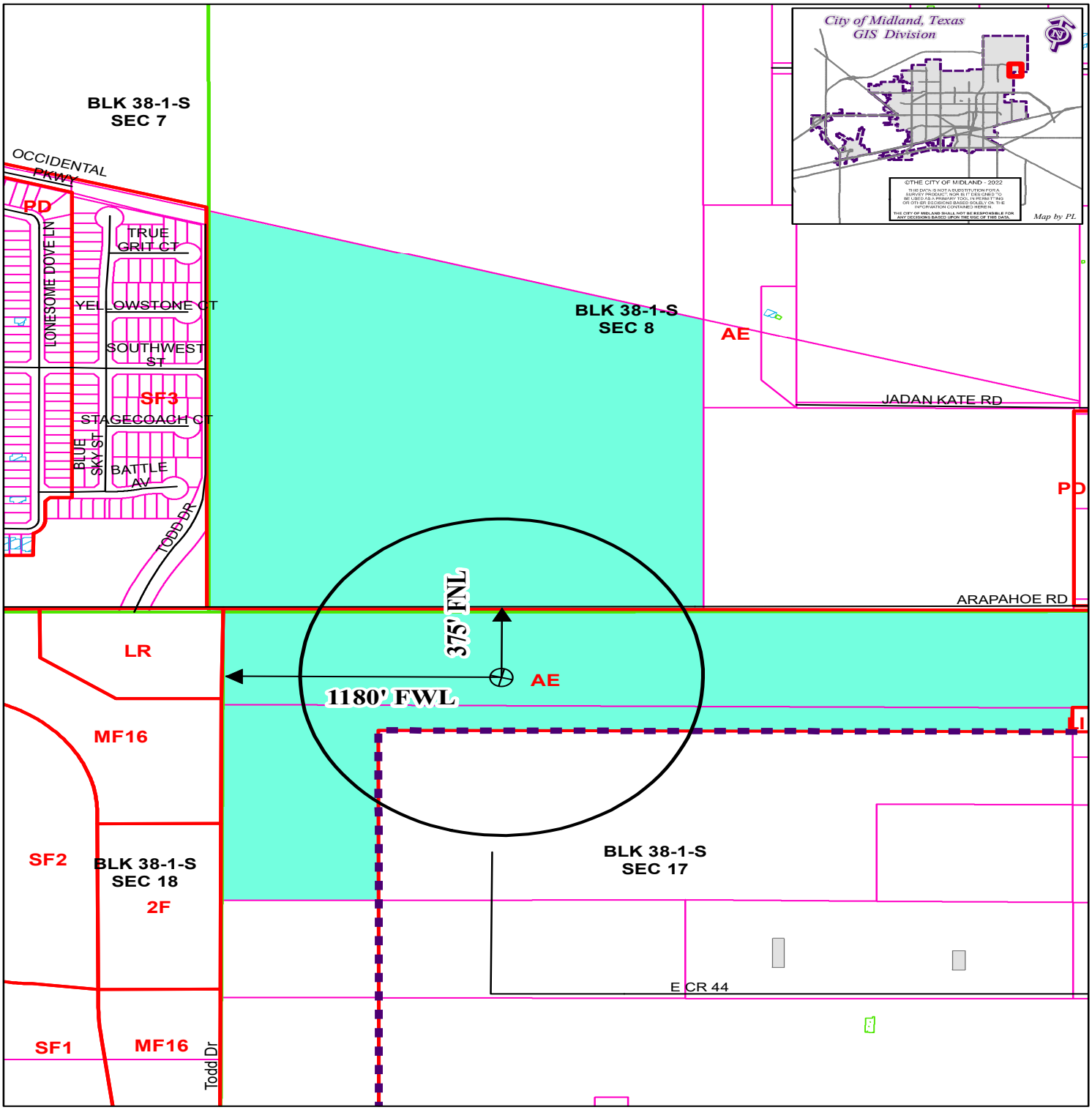
Stimson W17G 7H

LEGEND

CITY PARCELS	PUBLIC BLDGS	CITY LIMITS
COUNTY PARCELS	PRIVATE BLDGS	860 FT. BUFFER
ZONING	ACCESSORY BLDGS	SURVEY SEC.

ZONING DISTRICTS:

FD	FUTURE DEVELOPMENT	BP	BUSINESS PARK
PD	PLANNED DISTRICT	P	PARKING
AE	AGRICULTURE ESTATE	01, 02	OFFICE
CE	COUNTRY ESTATE	NS	NEIGHBORHOOD SERVICE
1F, LR2, TF3	ONE-FAMILY DWELLING	LR1, LR2, LR3	LOCAL RETAIL
MH	MOBILE HOME DWELLING	C1, C2, C3	COMMERCIAL
TH	TOWNHOUSE DWELLING	IP ,IP1, IP2, IP3	INDUSTRIAL PARK
2F	TWO-FAMILY DWELLING	LI	LIGHT INDUSTRY
MF1, MF2	MULTIPLE FAMILY DWELLING	HI	HEAVY INDUSTRY



LOCATION AND ZONING MAP

Oil-044067-2022 **Scale: 1" = 600'**

Consider a request for a Permit to drill an Oil and Gas Well within the City Limits located 375' FNL and 1,180' FWL, Section 17, Block 38-1-S, T&P RR CO Survey, Midland County, Texas.

Generally located 375 feet south of Arapahoe Road and 1,180 feet east of Todd Drive extension.

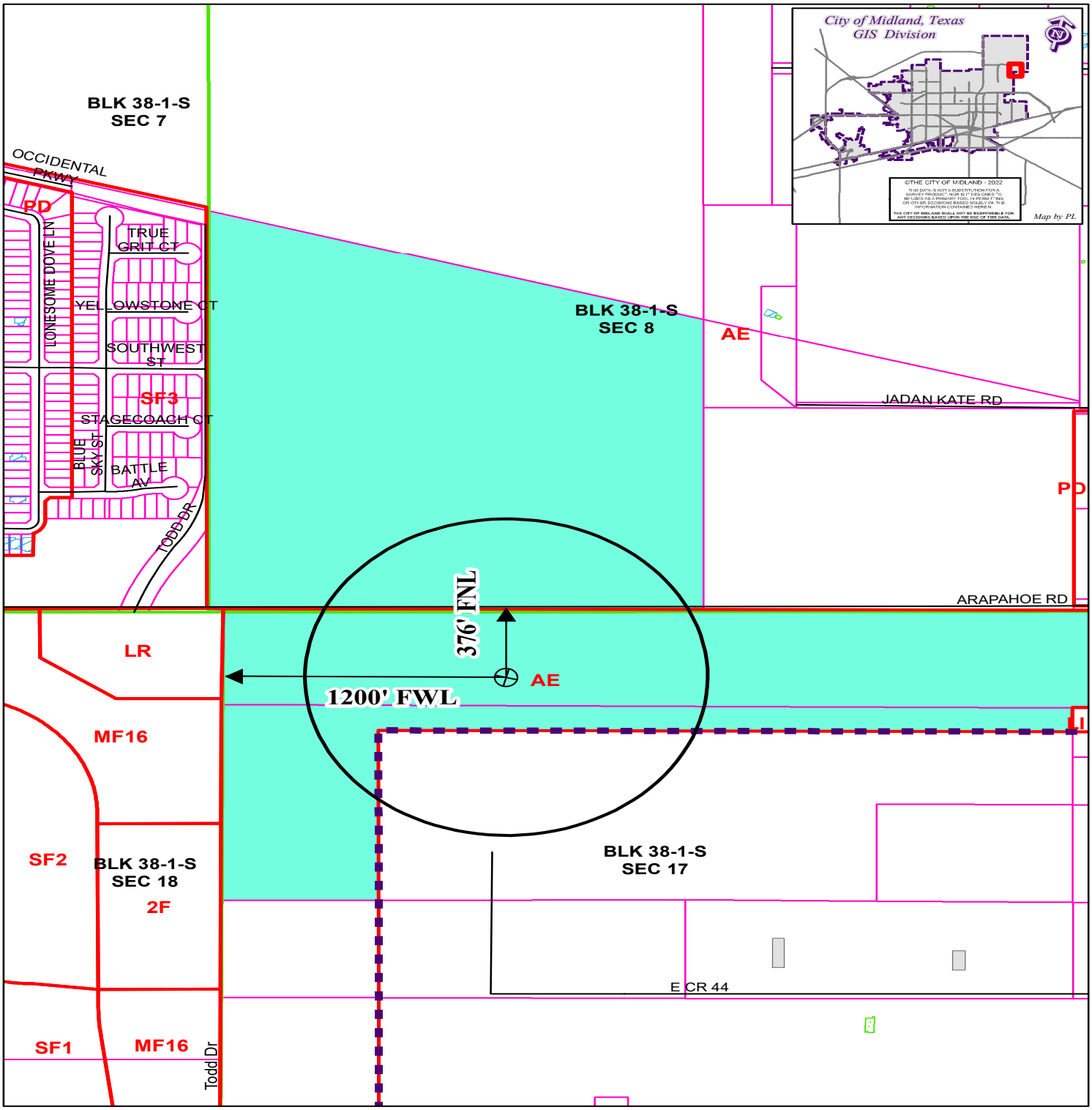
Stimson W17H 8H

LEGEND

CITY PARCELS	PUBLIC BLDGS	CITY LIMITS
COUNTY PARCELS	PRIVATE BLDGS	860 FT. BUFFER
ZONING	ACCESSORY BLDGS	SURVEY SEC.

ZONING DISTRICTS:

FD	FUTURE DEVELOPMENT	BP	BUSINESS PARK
PD	PLANNED DISTRICT	P	PARKING
AE	AGRICULTURE ESTATE	01, 02	OFFICE
CE	COUNTRY ESTATE	NS	NEIGHBORHOOD SERVICE
1F1, LR2, SF3	ONE-FAMILY DWELLING	LR1, LR2, LR3	LOCAL RETAIL
MH	MOBILE HOME DWELLING	C1, C2, C3	COMMERCIAL
TH	TOWNHOUSE DWELLING	IP ,IP1, IP2, IP3	INDUSTRIAL PARK
2F	TWO-FAMILY DWELLING	LI	LIGHT INDUSTRY
MF1, MF2	MULTIPLE FAMILY DWELLING	HI	HEAVY INDUSTRY



LOCATION AND ZONING MAP

Oil-044065-2022 **Scale: 1" = 600'**

Consider a request for a Permit to drill an Oil and Gas Well within the City Limits located 376' FNL and 1,200' FWL, Section 17, Block 38-1-S, T&P RR CO Survey, Midland County, Texas.

Generally located 376 feet south of Arapahoe Road and 1,200 feet east of Todd Drive extension.

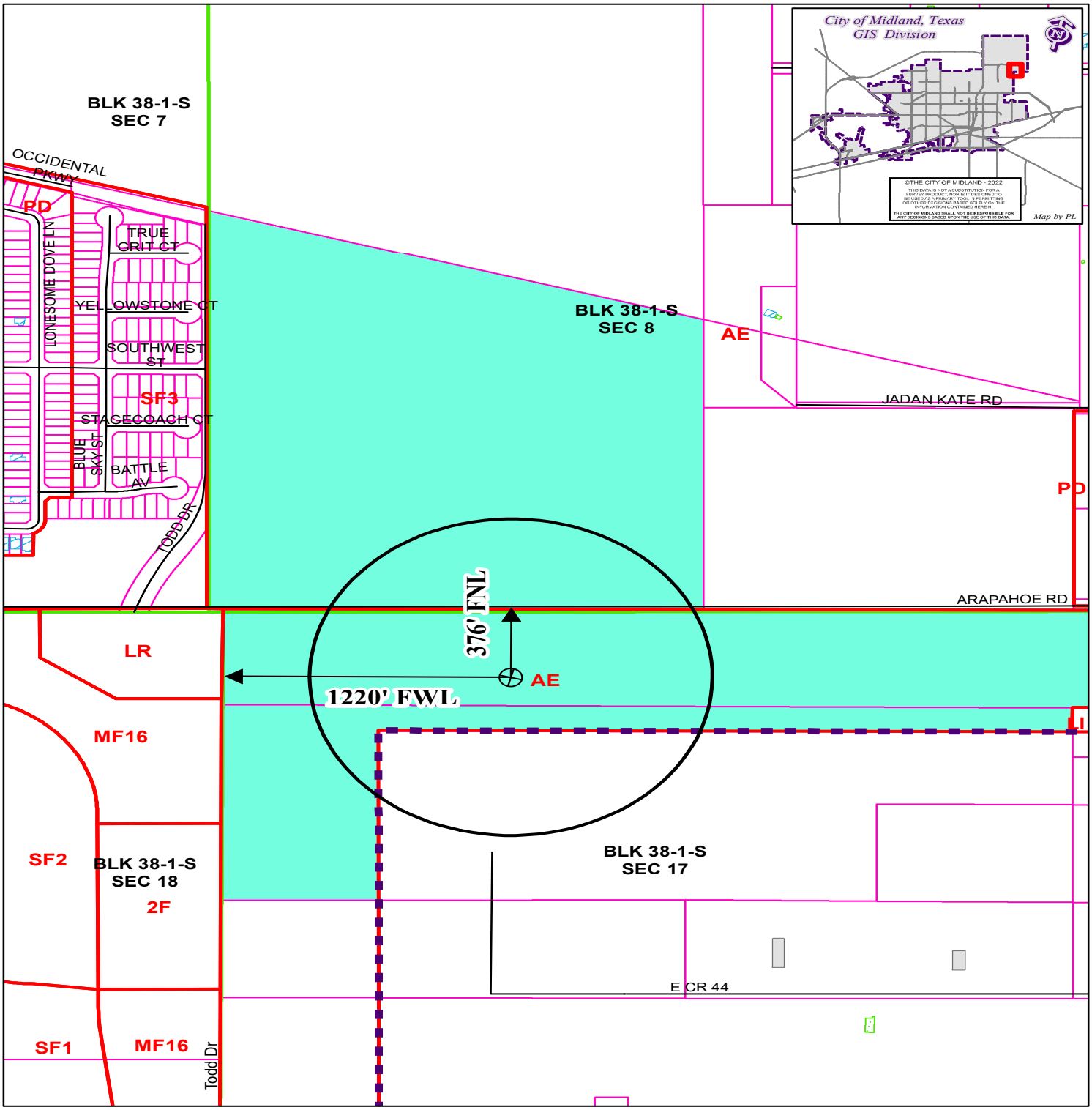
Stimson W17I 9H

LEGEND

CITY PARCELS	PUBLIC BLDGS	CITY LIMITS
COUNTY PARCELS	PRIVATE BLDGS	860 FT. BUFFER
ZONING	ACCESSORY BLDGS	SURVEY SEC.

ZONING DISTRICTS:

FD	FUTURE DEVELOPMENT	BP	BUSINESS PARK
PD	PLANNED DISTRICT	P	PARKING
AE	AGRICULTURE ESTATE	01, O2	OFFICE
CE	COUNTRY ESTATE	NS	NEIGHBORHOOD SERVICE
1F, LR2, SF3	ONE-FAMILY DWELLING	LR1, LR2, LR3	LOCAL RETAIL
MH	MOBILE HOME DWELLING	C1, C2, C3	COMMERCIAL
TH	TOWNHOUSE DWELLING	IP ,IP1, IP2, IP3	INDUSTRIAL PARK
2F	TWO-FAMILY DWELLING	LI	LIGHT INDUSTRY
MF1, MF2	MULTIPLE FAMILY DWELLING	HI	HEAVY INDUSTRY



LOCATION AND ZONING MAP

Oil-044066-2022 **Scale: 1" = 600'**

Consider a request for a Permit to drill an Oil and Gas Well within the City Limits located 376' FNL and 1,220' FWL, Section 17, Block 38-1-S, T&P RR CO Survey, Midland County, Texas.

Generally located 376 feet south of Arapahoe Road and 1,220 feet east of Todd Drive extension.

Stimson W17J 10H

LEGEND

CITY PARCELS	PUBLIC BLDGS	CITY LIMITS
COUNTY PARCELS	PRIVATE BLDGS	860 FT. BUFFER
ZONING	ACCESSORY BLDGS	SURVEY SEC.

ZONING DISTRICTS:

FD	FUTURE DEVELOPMENT	BP	BUSINESS PARK
PD	PLANNED DISTRICT	P	PARKING
AE	AGRICULTURE ESTATE	01, O2	OFFICE
CE	COUNTRY ESTATE	NS	NEIGHBORHOOD SERVICE
1F1, 1F2, 1F3	ONE-FAMILY DWELLING	LR1, LR2, LR3	LOCAL RETAIL
MH	MOBILE HOME DWELLING	C1, C2, C3	COMMERCIAL
TH	TOWNHOUSE DWELLING	IP ,IP1, IP2, IP3	INDUSTRIAL PARK
2F	TWO-FAMILY DWELLING	LI	LIGHT INDUSTRY
MF1, MF2	MULTIPLE FAMILY DWELLING	HI	HEAVY INDUSTRY

City Council Meeting

Item Number: 11

Meeting Date: January 10, 2023

To: City Council / City Manager

From: Ron Jenkins, Oil and Gas Coordinator

Subject: **RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE, ON BEHALF OF THE CITY OF MIDLAND, A SUBSURFACE USE AGREEMENT GRANTING TO PIONEER NATURAL RESOURCES USA, INC. ("OPERATOR") A SUBSURFACE EASEMENT LOCATED ON A CITY-OWNED TRACT OF LAND DESCRIBED AS THE SOUTH 150 FEET OF THE SOUTHWEST QUARTER OF SECTION 20, BLOCK 37, T-3-S, T&P RR CO. SURVEY, MIDLAND COUNTY, TEXAS, FOR THE PURPOSE OF DRILLING, COMPLETING, PRODUCING, TRANSPORTING PRODUCTION THROUGH, PLUGGING AND ABANDONING WELLBORES UNDER, ACROSS AND THROUGH SAID TRACT OF LAND TO BENEFIT OIL AND GAS PRODUCTION FROM WELLS DRILLED OR TO BE DRILLED BY OPERATOR, ITS SUCCESSORS OR ASSIGNS ON LANDS LOCATED IN SECTIONS 29 AND 32, BLOCK 33, T-3-S, T&P RR CO. SURVEY, MIDLAND COUNTY, TEXAS (DISTRICT: NONE) (DEVELOPMENT SERVICES)**

Purpose:
Resolution authorizing the City Manager to execute a subsurface easement agreement between the City of Midland and Pioneer Natural Resources, USA, Inc., located on South 150 feet of the Southwest Quarter of Section 20, Block 37, T-3-S, T&P RR Co. Survey, Midland County, Texas.

Recommended City Council Action:
Approve

Fiscal Impact:
There is no cost to the City to process this application.

Discussion:
This is a subsurface easement located on City of Midland Property. Pioneer Natural Resources is requesting to cross City of Midland property to access minerals they have under lease on

property located on Sections 29 and 32, Block 33, T-3-S, Midland County, Texas. The area of Section 20 is city owned utilities property located at Utilities Sprayberry Farm.

Attachments: Exhibit Subsurface Easement Agreement

Meeting Date Display

Robert Patrick

City Manager's Office

RESOLUTION NO. _____

RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE, ON BEHALF OF THE CITY OF MIDLAND, A SUBSURFACE USE AGREEMENT GRANTING TO PIONEER NATURAL RESOURCES USA, INC. ("OPERATOR") A SUBSURFACE EASEMENT LOCATED ON A CITY-OWNED TRACT OF LAND DESCRIBED AS THE SOUTH 150 FEET OF THE SOUTHWEST QUARTER OF SECTION 20, BLOCK 37, T-3-S, T&P RR CO. SURVEY, MIDLAND COUNTY, TEXAS, FOR THE PURPOSE OF DRILLING, COMPLETING, PRODUCING, TRANSPORTING PRODUCTION THROUGH, PLUGGING AND ABANDONING WELLBORES UNDER, ACROSS AND THROUGH SAID TRACT OF LAND TO BENEFIT OIL AND GAS PRODUCTION FROM WELLS DRILLED OR TO BE DRILLED BY OPERATOR, ITS SUCCESSORS OR ASSIGNS ON LANDS LOCATED IN SECTIONS 29 AND 32, BLOCK 33, T-3-S, T&P RR CO. SURVEY, MIDLAND COUNTY, TEXAS

WHEREAS, the City of Midland owns a tract of land described as the south 150 feet of the southwest quarter of Section 20, Block 37, T-3-S, T&P RR Co. Survey, Midland County, Texas (the "Property"); and

WHEREAS, the City Council finds it to be in the public interest to authorize the City Manager to execute a subsurface use agreement granting to Pioneer Natural Resources USA, Inc. ("Operator") a subsurface easement located on the Property for the purpose of drilling, completing, producing, transporting production through, plugging and abandoning wellbores under, across and through said Property to benefit oil and gas production from wells drilled or to be drilled by Operator, its successors or assigns on lands located in Sections 29 and 32, Block 33, T-3-S, T&P RR Co. Survey, Midland County, Texas (the "Easement Agreement"), said Easement Agreement to be in a form substantially similar to that attached hereto as Exhibit A;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MIDLAND, TEXAS:

THAT the City Manager is hereby authorized and directed to execute, on behalf of the City of Midland, the Easement Agreement and to deliver the executed Easement

Agreement to Operator.

On motion of Council member _____, seconded by Council member _____, the above and foregoing resolution was adopted by the City Council of the City of Midland at a regular meeting on the _____ day of _____, A.D., 2023, by the following vote:

Council members voting "AYE":

Council members voting "NAY":

_____
Lori Merritt Blong, Mayor

ATTEST:

_____
Amy M. Turner, City Secretary

RECOMMENDED AND APPROVED:

_____
Robert Patrick, City Manager

APPROVED AS TO CONTENT
AND COMPLETENESS:

_____
Charles Harrington, Director of Development Services

APPROVED ONLY AS TO FORM:

_____
John Ohnemiller, City Attorney

S:\Resolutions\Planning\Easement\Granting Easement\2023\Pioneer - Subsurface Use Agreement.wpd

EXHIBIT "A"

EXECUTION VERSION

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

SUBSURFACE USE AGREEMENT

THE STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF MIDLAND §

This Subsurface Use Agreement (this "Agreement") is entered into effective as of January 10, 2023 (the "Effective Date"), by and between the City of Midland, Texas ("Grantor"), whose address is 300 N. Loraine, Midland, Texas 79701, and Pioneer Natural Resources USA, Inc., a Delaware corporation ("Operator"), whose address is P.O. Box 3178, Midland, Texas 79702. Grantor and Operator are sometimes referred to singularly as a "Party," and collectively as the "Parties."

BACKGROUND

Grantor owns an interest in the land in Midland County, Texas, more particularly described on the attached Exhibit A (collectively, the "Land"). Operator desires to drill horizontal wells through the Land for the production of oil and gas, said production not from the Land, but from other lands in the area (such wells, the "Wellbores"). The Parties are entering into this Agreement to provide the terms with respect to the use of the Land for such purposes.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor and Operator agree as provided below:

ARTICLE I - AGREEMENT

1.1 Grant, Limitations.

Grantor grants, transfers, and conveys unto Operator a non-exclusive easement to use and occupy the subsurface underlying the Land for the purposes of drilling no more than two (2) Wellbores through the subsurface of the Land, for the purposes of completing the Wellbores and producing or flowing oil and/or gas from lands in the vicinity of the Land through such Wellbores. This is a grant of subsurface use only and this Agreement does not grant the right to use the surface of the ground of the Land for any purpose, including, without limitation, any oil and gas operation. This Agreement does not grant any interest in and to the oil, gas, or other minerals in, on or under the Land, nor shall this Agreement grant Operator the right to produce any of the oil, gas or other minerals from the Land. Neither this Agreement, nor the consideration provided for herein, is intended to apply to wells that Operator has drilled or drills in the future through the Land via oil and gas lease rights or any other rights under any other agreement that Operator may have covering the Land.

1.2 Term, End of Term.

(a) This Agreement will be for a term of three (3) years, and for so long thereafter as Operator produces or flows oil and/or gas from lands in the vicinity of the Land through any Wellbore with no cessation of three hundred sixty-five (365) continuous days or more. Upon the expiration of this Agreement under the immediately preceding sentence, the rights granted under this Agreement to Operator shall *ipso facto* cease and automatically terminate; provided, however, that notwithstanding any expiration or termination of this Agreement Operator's liability for performance of its obligations hereunder and Operator's indemnity and defense obligations hereunder shall survive any expiration or termination of this Agreement. Upon expiration or termination of this Agreement, Operator shall promptly give Grantor written notice of such expiration or termination and Operator shall have the right to remove all pipe, casing and other subsurface equipment as may be situated in and under the Land, and shall conduct such plugging and abandonment operations as may be required by applicable law. In addition, upon the expiration or termination hereof, Operator shall prepare and file in Midland County, Texas, a release of this Agreement and pay the required filing fees for same. Operator may at any time surrender all or any part of its rights hereunder by filing a release in the appropriate public record.

(b) The Wellbores and corresponding equipment and materials placed on or in the subsurface of the Land by Operator shall be and remain the property of Operator.

1.3 Operator Rights and Obligations; Consideration.

(a) Operator agrees that it will comply in all its operations under this Agreement with all applicable ordinances, laws, rules and regulations of each governmental, municipal and/or regulatory authority having jurisdiction over such operations, including, without limitation, the City of Midland Oil and Gas Drilling requirements as applied under current Ordinance 8769, as codified in the City of Midland Municipal Code Section 6-1-23, as the same may be hereafter amended from time to time, if and to the extent applicable, and all applicable environmental rules and regulations. **OPERATOR AGREES TO INDEMNIFY, DEFEND, AND HOLD GRANTOR AND GRANTOR'S OFFICERS, EMPLOYEES, TENANTS, AGENTS, REPRESENTATIVES, SUCCESSORS AND ASSIGNS ("GRANTOR INDEMNITEES"), HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS, LOSSES, DAMAGES, FINES, PENALTIES, DEMANDS, CAUSES OF ACTION OR OTHER EXPENSES OF ANY KIND OR CHARACTER (INCLUDING, WITHOUT LIMITATION, ALL COSTS AND EXPENSES OF LITIGATION AND ATTORNEYS' FEES) ASSERTED AGAINST OR SUFFERED BY ANY GRANTOR INDEMNITEE BY REASON OF THE GRANT OF THE EASEMENT UNDER THIS AGREEMENT AND/OR ARISING OUT OF OPERATOR'S OPERATIONS UNDER THE LAND UNDER THIS AGREEMENT.**

(b) As additional consideration for the easement conveyed by Grantor herein, during the term of this Agreement, Operator shall pay to Grantor the amount of Ten Thousand and No/100ths Dollars ($10,000.00) per Wellbore authorized to be drilled in, under or through the Land pursuant to the terms of this Agreement, with such aggregate amount (being Twenty Thousand and No/100ths Dollars ($20,000.00)) being due and payable to Grantor upon the execution of this Agreement. Within thirty (30) days of Grantor's written request to Operator, Operator shall furnish to Grantor wellbore plats of the Wellbores drilled in, under or through the Land together

with such other location and spud date information pertaining to the Wellbores as may be reasonably requested by Grantor.

1.4 Grantor Rights and Obligations.

(a) The subsurface easement granted hereunder is granted by Grantor without warranty of title, express or implied. **OPERATOR IS FULLY FAMILIAR WITH THE LAND, ITS CONDITION AND STATE OF REPAIR FROM OPERATOR'S OWN INVESTIGATION OF SAME. OPERATOR ACKNOWLEDGES THAT GRANTOR HAS MADE NO EXPRESS WARRANTIES WITH REGARD TO THE LAND OR THE CONDITION THEREOF AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, GRANTOR HEREBY DISCLAIMS, AND OPERATOR HEREBY WAIVES THE BENEFIT OF, ANY AND ALL IMPLIED WARRANTIES, INCLUDING IMPLIED WARRANTIES OF HABITABILITY, OR FITNESS OR SUITABILITY FOR OPERATOR'S PURPOSES.** Operator has the right to discharge or redeem for Grantor, in whole or in part, any mortgage, tax or other lien relating to the Land and thereupon be subrogated to such lien if Grantor defaults on any mortgage covering the Land.

(b) Grantor will receive payment hereunder in such proportion as its undivided interest in the affected portion of the Land traversed by an individual Wellbore bears to the fee simple title of the Land.

ARTICLE II - MISCELLANEOUS

2.1 Nature of Agreement. The terms and provisions of this Agreement shall inure to the benefit of and be binding upon Grantor and Operator and their respective heirs, successors, representatives and assigns. Grantor confirms and agrees that Grantor has been made no promise or agreement by Operator or any agent (which is not expressed herein) in executing this Agreement, that Grantor is not relying upon any statement or representation of Operator, or any agent and that Grantor's execution of this Agreement is free and voluntary. This Agreement may not be amended except by a writing signed by the Party against whom said modification or amendment is to be enforced and no Party shall be liable or bound to any other Party except as specifically set forth herein.

2.2 No Waiver of Governmental or Sovereign Immunity. By executing this Agreement Grantor is not waiving its right of governmental or sovereign immunity. Grantor is retaining its immunity from suit. Grantor is not granting consent to be sued by legislative resolution or action. **THERE IS NO WAIVER OF GOVERNMENTAL OR SOVEREIGN IMMUNITY.**

2.3 Public Purpose; Governmental Functions. The Parties acknowledge and agree that this Agreement is in the public interest and serves a public purpose. The Parties acknowledge and agree that Grantor's obligations and performance under this Agreement are governmental functions. By entering into this Agreement, Operator waives and releases any present or future claim asserting Grantor's obligations or performance under this Agreement are not governmental functions.

2.4 Chapter 271 of Texas Local Government Code. The Parties agree that this Agreement does not constitute an agreement for providing goods or services to Grantor as described in Subchapter I of Chapter 271 of the Texas Local Government Code, and the Parties expressly covenant and

agree that this Agreement shall not constitute nor be interpreted as a waiver of Grantor's governmental immunity under Subchapter I of Chapter 271 of the Texas Local Government Code. Operator acknowledges and agrees that any provision in this Agreement that restricts the use of property to a specific purpose shall not require the use of property for that specific purpose. Any such provision shall be deemed to be a covenant against noncomplying use, not a covenant to use. Operator's use of property in compliance with a restriction shall not constitute a service, and such complying use shall not operate to waive Grantor's governmental immunity.

2.5 Instruments. The rights of either Party hereunder may be assigned, in whole or in part, and the provisions hereof shall extend to the respective heirs, successors, representatives and assigns of the Parties. This Agreement does not waive or diminish any rights conveyed to Operator by virtue of any oil and gas lease, or other instrument affecting the Land. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas without reference to the conflict of law principles thereof. Without limiting paragraphs 2.2, 2.3 or 2.4 of this Agreement, (i) should any dispute arise hereunder the Parties stipulate that venue will lie in Midland County, Texas, and (ii) as to any action arising hereunder or related hereto, the Parties agree to and do hereby irrevocably waive any and all right to a trial by jury to the fullest extent permitted by law. This Agreement may be signed in multiple counterparts, and all such counterparts shall be deemed as originals and binding upon the Party executing and their respective heirs, representatives, successors and assigns. For recording, multiple signature pages may be compiled into a single document.

2.6 Attorneys' Fees. Operator shall reimburse Grantor for Grantor's attorneys' fees incurred in connection with the preparation and negotiation of this Agreement, such fees in connection with the preparation and negotiation of this Agreement not to exceed $5,000.00. The invoice for such attorneys' fees shall be provided to Operator within thirty (30) days of execution of this Agreement, and paid by Operator within sixty (60) days of execution.

2.7 Memorandum. In lieu of recording this Agreement, Grantor agrees to execute, and Operator shall file in the Official Public Records of the applicable county, a Memorandum of this Agreement substantially in the form of Exhibit B attached hereto (the "Memorandum"). Except for the Memorandum, this Agreement shall not be filed in any public records without the prior written consent of Grantor.

[Signature Pages Follow]

GRANTOR:
CITY OF MIDLAND, TEXAS

By:_____
Name: Robert Patrick
Title: City Manager

THE STATE OF TEXAS §
§
COUNTY OF MIDLAND §

This instrument was acknowledged before me this ___ day of _____, 20__, by _____, _____ of the City of Midland, Texas, a home rule municipal corporation, on behalf of said entity.

_____
Notary Public, State of Texas

OPERATOR:
PIONEER NATURAL RESOURCES USA, INC.

By: _____
Name: Daniel M. Pender
Title: Surface Land and Business Development Director

THE STATE OF TEXAS §
§
COUNTY OF MIDLAND §

This instrument was acknowledged before me this ____ day of _____, 20__, by DANIEL M. PENDER, Surface Land and Business Development Director of PIONEER NATURAL RESOURCES USA, INC., for and on behalf of said corporation.

_____
Notary Public, State of Texas

EXHIBIT A

to

Subsurface Use Agreement between the City of Midland, Texas, as Grantor, and Pioneer Natural Resources USA, Inc., as Operator

The Land

The South 150 feet of the SW/4 of Section 20, Block 37, T-3-S, T&P RR Co. Survey, Midland County, Texas.

EXHIBIT B

to

Subsurface Use Agreement between the City of Midland, Texas, as Grantor, and Pioneer Natural Resources USA, Inc., as Operator

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

STATE OF TEXAS §
§
COUNTY OF MIDLAND §

MEMORANDUM OF SUBSURFACE USE AGREEMENT

This Memorandum of Subsurface Use Agreement (this "Memorandum") is made effective as of the _____ day of _____, 20__ (the "Effective Date"), by and between the City of Midland, Texas ("Grantor"), whose address is 300 N. Loraine, Midland, Texas 79701, and Pioneer Natural Resources USA, Inc., a Delaware corporation ("Operator"), whose address is P.O. Box 3178, Midland, Texas 79702. Grantor and Operator are sometimes referred to singularly as a "Party," and collectively as the "Parties."

1. Land. This Memorandum pertains to land in which Grantor owns an interest which is more fully described in the legal description in Exhibit A attached hereto and incorporated herein by reference (the "Land").

2. Grant of Subsurface Easement. The Parties entered into that certain Subsurface Use Agreement dated effective as of the Effective Date (the "Agreement"), under which Grantor granted, transferred, and conveyed unto Operator a non-exclusive easement to use and occupy the subsurface underlying the Land for the purposes of drilling no more than two (2) horizontal wells through the Land for the production of oil and gas, said production not from the Land, but from other lands in the area through the subsurface of the Land, for the purposes of completing the Wellbores and producing or flowing oil and/or gas from lands in the vicinity of the Land through such Wellbores. The Agreement sets forth the consideration paid or to be paid by Operator to Grantor and the terms and conditions under which Grantor granted and conveyed unto Operator such subsurface easement under the Land.

3. Modification. This Memorandum does not alter, amend or modify the terms and conditions of the Agreement, but is executed solely for the purpose of giving notice of the existence of the Agreement and Operator's rights with respect to the Land. The Agreement is incorporated by reference for all purposes to the same extent and with the same effect as if set forth herein in full.

4. Counterparts. This Memorandum may be executed in multiple counterparts, each of which shall be deemed an original instrument, but all of which together shall constitute one and the same instrument.

[*Remainder of Page Intentionally Left Blank*]

[*Signature and Acknowledgement Pages Follow*]

IN WITNESS WHEREOF, Grantor and Operator have executed this Memorandum as of the dates of their respective acknowledgements below, to be effective as of the Effective Date.

GRANTOR:
CITY OF MIDLAND, TEXAS

By: [DO NOT SIGN – EXHIBIT ONLY]
Name: Robert Patrick
Title: City Manager

THE STATE OF TEXAS §
§
COUNTY OF MIDLAND §

This instrument was acknowledged before me this ___ day of _____, 20__, by _____, _____ of the City of Midland, Texas, a home rule municipal corporation, on behalf of said entity.

[DO NOT SIGN – EXHIBIT ONLY]
Notary Public, State of Texas

OPERATOR:
PIONEER NATURAL RESOURCES USA, INC.

By: [DO NOT SIGN – EXHIBIT ONLY]
Name: Daniel M. Pender
Title: Surface Land and Business Development Director

THE STATE OF TEXAS §
§
COUNTY OF MIDLAND §

This instrument was acknowledged before me this ____ day of _____, 20__, by DANIEL M. PENDER, Surface Land and Business Development Director of PIONEER NATURAL RESOURCES USA, INC., for and on behalf of said corporation.

[DO NOT SIGN – EXHIBIT ONLY]
Notary Public, State of Texas

EXHIBIT A

to

Memorandum of Subsurface Use Agreement between the City of Midland, Texas, as Grantor, and Pioneer Natural Resources USA, Inc., as Operator

The Land

The South 150 feet of the SW/4 of Section 20, Block 37, T-3-S, T&P RR Co. Survey, Midland County, Texas.

EXECUTION VERSION

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

SUBSURFACE USE AGREEMENT

THE STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF MIDLAND §

This Subsurface Use Agreement (this "Agreement") is entered into effective as of January 10, 2023 (the "Effective Date"), by and between the City of Midland, Texas ("Grantor"), whose address is 300 N. Loraine, Midland, Texas 79701, and Pioneer Natural Resources USA, Inc., a Delaware corporation ("Operator"), whose address is P.O. Box 3178, Midland, Texas 79702. Grantor and Operator are sometimes referred to singularly as a "Party," and collectively as the "Parties."

BACKGROUND

Grantor owns an interest in the land in Midland County, Texas, more particularly described on the attached Exhibit A (collectively, the "Land"). Operator desires to drill horizontal wells through the Land for the production of oil and gas, said production not from the Land, but from other lands in the area (such wells, the "Wellbores"). The Parties are entering into this Agreement to provide the terms with respect to the use of the Land for such purposes.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor and Operator agree as provided below:

ARTICLE I - AGREEMENT

1.1 Grant, Limitations.

Grantor grants, transfers, and conveys unto Operator a non-exclusive easement to use and occupy the subsurface underlying the Land for the purposes of drilling no more than two (2) Wellbores through the subsurface of the Land, for the purposes of completing the Wellbores and producing or flowing oil and/or gas from lands in the vicinity of the Land through such Wellbores. This is a grant of subsurface use only and this Agreement does not grant the right to use the surface of the ground of the Land for any purpose, including, without limitation, any oil and gas operation. This Agreement does not grant any interest in and to the oil, gas, or other minerals in, on or under the Land, nor shall this Agreement grant Operator the right to produce any of the oil, gas or other minerals from the Land. Neither this Agreement, nor the consideration provided for herein, is intended to apply to wells that Operator has drilled or drills in the future through the Land via oil and gas lease rights or any other rights under any other agreement that Operator may have covering the Land.

1.2 Term, End of Term.

(a) This Agreement will be for a term of three (3) years, and for so long thereafter as Operator produces or flows oil and/or gas from lands in the vicinity of the Land through any Wellbore with no cessation of three hundred sixty-five (365) continuous days or more. Upon the expiration of this Agreement under the immediately preceding sentence, the rights granted under this Agreement to Operator shall *ipso facto* cease and automatically terminate; provided, however, that notwithstanding any expiration or termination of this Agreement Operator's liability for performance of its obligations hereunder and Operator's indemnity and defense obligations hereunder shall survive any expiration or termination of this Agreement. Upon expiration or termination of this Agreement, Operator shall promptly give Grantor written notice of such expiration or termination and Operator shall have the right to remove all pipe, casing and other subsurface equipment as may be situated in and under the Land, and shall conduct such plugging and abandonment operations as may be required by applicable law. In addition, upon the expiration or termination hereof, Operator shall prepare and file in Midland County, Texas, a release of this Agreement and pay the required filing fees for same. Operator may at any time surrender all or any part of its rights hereunder by filing a release in the appropriate public record.

(b) The Wellbores and corresponding equipment and materials placed on or in the subsurface of the Land by Operator shall be and remain the property of Operator.

1.3 Operator Rights and Obligations; Consideration.

(a) Operator agrees that it will comply in all its operations under this Agreement with all applicable ordinances, laws, rules and regulations of each governmental, municipal and/or regulatory authority having jurisdiction over such operations, including, without limitation, the City of Midland Oil and Gas Drilling requirements as applied under current Ordinance 8769, as codified in the City of Midland Municipal Code Section 6-1-23, as the same may be hereafter amended from time to time, if and to the extent applicable, and all applicable environmental rules and regulations. **OPERATOR AGREES TO INDEMNIFY, DEFEND, AND HOLD GRANTOR AND GRANTOR'S OFFICERS, EMPLOYEES, TENANTS, AGENTS, REPRESENTATIVES, SUCCESSORS AND ASSIGNS ("GRANTOR INDEMNITEES"), HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS, LOSSES, DAMAGES, FINES, PENALTIES, DEMANDS, CAUSES OF ACTION OR OTHER EXPENSES OF ANY KIND OR CHARACTER (INCLUDING, WITHOUT LIMITATION, ALL COSTS AND EXPENSES OF LITIGATION AND ATTORNEYS' FEES) ASSERTED AGAINST OR SUFFERED BY ANY GRANTOR INDEMNITEE BY REASON OF THE GRANT OF THE EASEMENT UNDER THIS AGREEMENT AND/OR ARISING OUT OF OPERATOR'S OPERATIONS UNDER THE LAND UNDER THIS AGREEMENT.**

(b) As additional consideration for the easement conveyed by Grantor herein, during the term of this Agreement, Operator shall pay to Grantor the amount of Ten Thousand and No/100ths Dollars ($10,000.00) per Wellbore authorized to be drilled in, under or through the Land pursuant to the terms of this Agreement, with such aggregate amount (being Twenty Thousand and No/100ths Dollars ($20,000.00)) being due and payable to Grantor upon the execution of this Agreement. Within thirty (30) days of Grantor's written request to Operator, Operator shall furnish to Grantor wellbore plats of the Wellbores drilled in, under or through the Land together

with such other location and spud date information pertaining to the Wellbores as may be reasonably requested by Grantor.

1.4 Grantor Rights and Obligations.

(a) The subsurface easement granted hereunder is granted by Grantor without warranty of title, express or implied. **OPERATOR IS FULLY FAMILIAR WITH THE LAND, ITS CONDITION AND STATE OF REPAIR FROM OPERATOR'S OWN INVESTIGATION OF SAME. OPERATOR ACKNOWLEDGES THAT GRANTOR HAS MADE NO EXPRESS WARRANTIES WITH REGARD TO THE LAND OR THE CONDITION THEREOF AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, GRANTOR HEREBY DISCLAIMS, AND OPERATOR HEREBY WAIVES THE BENEFIT OF, ANY AND ALL IMPLIED WARRANTIES, INCLUDING IMPLIED WARRANTIES OF HABITABILITY, OR FITNESS OR SUITABILITY FOR OPERATOR'S PURPOSES.** Operator has the right to discharge or redeem for Grantor, in whole or in part, any mortgage, tax or other lien relating to the Land and thereupon be subrogated to such lien if Grantor defaults on any mortgage covering the Land.

(b) Grantor will receive payment hereunder in such proportion as its undivided interest in the affected portion of the Land traversed by an individual Wellbore bears to the fee simple title of the Land.

ARTICLE II - MISCELLANEOUS

2.1 Nature of Agreement. The terms and provisions of this Agreement shall inure to the benefit of and be binding upon Grantor and Operator and their respective heirs, successors, representatives and assigns. Grantor confirms and agrees that Grantor has been made no promise or agreement by Operator or any agent (which is not expressed herein) in executing this Agreement, that Grantor is not relying upon any statement or representation of Operator, or any agent and that Grantor's execution of this Agreement is free and voluntary. This Agreement may not be amended except by a writing signed by the Party against whom said modification or amendment is to be enforced and no Party shall be liable or bound to any other Party except as specifically set forth herein.

2.2 No Waiver of Governmental or Sovereign Immunity. By executing this Agreement Grantor is not waiving its right of governmental or sovereign immunity. Grantor is retaining its immunity from suit. Grantor is not granting consent to be sued by legislative resolution or action. **THERE IS NO WAIVER OF GOVERNMENTAL OR SOVEREIGN IMMUNITY.**

2.3 Public Purpose; Governmental Functions. The Parties acknowledge and agree that this Agreement is in the public interest and serves a public purpose. The Parties acknowledge and agree that Grantor's obligations and performance under this Agreement are governmental functions. By entering into this Agreement, Operator waives and releases any present or future claim asserting Grantor's obligations or performance under this Agreement are not governmental functions.

2.4 Chapter 271 of Texas Local Government Code. The Parties agree that this Agreement does not constitute an agreement for providing goods or services to Grantor as described in Subchapter I of Chapter 271 of the Texas Local Government Code, and the Parties expressly covenant and

agree that this Agreement shall not constitute nor be interpreted as a waiver of Grantor's governmental immunity under Subchapter I of Chapter 271 of the Texas Local Government Code. Operator acknowledges and agrees that any provision in this Agreement that restricts the use of property to a specific purpose shall not require the use of property for that specific purpose. Any such provision shall be deemed to be a covenant against noncomplying use, not a covenant to use. Operator's use of property in compliance with a restriction shall not constitute a service, and such complying use shall not operate to waive Grantor's governmental immunity.

2.5 Instruments. The rights of either Party hereunder may be assigned, in whole or in part, and the provisions hereof shall extend to the respective heirs, successors, representatives and assigns of the Parties. This Agreement does not waive or diminish any rights conveyed to Operator by virtue of any oil and gas lease, or other instrument affecting the Land. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas without reference to the conflict of law principles thereof. Without limiting paragraphs 2.2, 2.3 or 2.4 of this Agreement, (i) should any dispute arise hereunder the Parties stipulate that venue will lie in Midland County, Texas, and (ii) as to any action arising hereunder or related hereto, the Parties agree to and do hereby irrevocably waive any and all right to a trial by jury to the fullest extent permitted by law. This Agreement may be signed in multiple counterparts, and all such counterparts shall be deemed as originals and binding upon the Party executing and their respective heirs, representatives, successors and assigns. For recording, multiple signature pages may be compiled into a single document.

2.6 Attorneys' Fees. Operator shall reimburse Grantor for Grantor's attorneys' fees incurred in connection with the preparation and negotiation of this Agreement, such fees in connection with the preparation and negotiation of this Agreement not to exceed $5,000.00. The invoice for such attorneys' fees shall be provided to Operator within thirty (30) days of execution of this Agreement, and paid by Operator within sixty (60) days of execution.

2.7 Memorandum. In lieu of recording this Agreement, Grantor agrees to execute, and Operator shall file in the Official Public Records of the applicable county, a Memorandum of this Agreement substantially in the form of Exhibit B attached hereto (the "Memorandum"). Except for the Memorandum, this Agreement shall not be filed in any public records without the prior written consent of Grantor.

[Signature Pages Follow]

GRANTOR:
CITY OF MIDLAND, TEXAS

By:_____
Name: Robert Patrick
Title: City Manager

THE STATE OF TEXAS §
§
COUNTY OF MIDLAND §

This instrument was acknowledged before me this ___ day of _____, 20__, by _____, _____ of the City of Midland, Texas, a home rule municipal corporation, on behalf of said entity.

_____
Notary Public, State of Texas

OPERATOR:
PIONEER NATURAL RESOURCES USA, INC.

By: _____
Name: Daniel M. Pender
Title: Surface Land and Business Development Director

THE STATE OF TEXAS §
§
COUNTY OF MIDLAND §

This instrument was acknowledged before me this ____ day of _____, 20__, by DANIEL M. PENDER, Surface Land and Business Development Director of PIONEER NATURAL RESOURCES USA, INC., for and on behalf of said corporation.

_____
Notary Public, State of Texas

EXHIBIT A

to

Subsurface Use Agreement between the City of Midland, Texas, as Grantor, and Pioneer Natural Resources USA, Inc., as Operator

The Land

The South 150 feet of the SW/4 of Section 20, Block 37, T-3-S, T&P RR Co. Survey, Midland County, Texas.

EXHIBIT B

to

Subsurface Use Agreement between the City of Midland, Texas, as Grantor, and Pioneer Natural Resources USA, Inc., as Operator

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

STATE OF TEXAS §
§
COUNTY OF MIDLAND §

MEMORANDUM OF SUBSURFACE USE AGREEMENT

This Memorandum of Subsurface Use Agreement (this "Memorandum") is made effective as of the _____ day of _____, 20__ (the "Effective Date"), by and between the City of Midland, Texas ("Grantor"), whose address is 300 N. Loraine, Midland, Texas 79701, and Pioneer Natural Resources USA, Inc., a Delaware corporation ("Operator"), whose address is P.O. Box 3178, Midland, Texas 79702. Grantor and Operator are sometimes referred to singularly as a "Party," and collectively as the "Parties."

1. Land. This Memorandum pertains to land in which Grantor owns an interest which is more fully described in the legal description in Exhibit A attached hereto and incorporated herein by reference (the "Land").

2. Grant of Subsurface Easement. The Parties entered into that certain Subsurface Use Agreement dated effective as of the Effective Date (the "Agreement"), under which Grantor granted, transferred, and conveyed unto Operator a non-exclusive easement to use and occupy the subsurface underlying the Land for the purposes of drilling no more than two (2) horizontal wells through the Land for the production of oil and gas, said production not from the Land, but from other lands in the area through the subsurface of the Land, for the purposes of completing the Wellbores and producing or flowing oil and/or gas from lands in the vicinity of the Land through such Wellbores. The Agreement sets forth the consideration paid or to be paid by Operator to Grantor and the terms and conditions under which Grantor granted and conveyed unto Operator such subsurface easement under the Land.

3. Modification. This Memorandum does not alter, amend or modify the terms and conditions of the Agreement, but is executed solely for the purpose of giving notice of the existence of the Agreement and Operator's rights with respect to the Land. The Agreement is incorporated by reference for all purposes to the same extent and with the same effect as if set forth herein in full.

4. Counterparts. This Memorandum may be executed in multiple counterparts, each of which shall be deemed an original instrument, but all of which together shall constitute one and the same instrument.

[*Remainder of Page Intentionally Left Blank*]

[*Signature and Acknowledgement Pages Follow*]

IN WITNESS WHEREOF, Grantor and Operator have executed this Memorandum as of the dates of their respective acknowledgements below, to be effective as of the Effective Date.

GRANTOR:
CITY OF MIDLAND, TEXAS

By: [DO NOT SIGN – EXHIBIT ONLY]
Name: Robert Patrick
Title: City Manager

THE STATE OF TEXAS §
§
COUNTY OF MIDLAND §

This instrument was acknowledged before me this ___ day of _____, 20__, by _____, _____ of the City of Midland, Texas, a home rule municipal corporation, on behalf of said entity.

[DO NOT SIGN – EXHIBIT ONLY]
Notary Public, State of Texas

OPERATOR:
PIONEER NATURAL RESOURCES USA, INC.

By: [DO NOT SIGN – EXHIBIT ONLY]
Name: Daniel M. Pender
Title: Surface Land and Business Development Director

THE STATE OF TEXAS §
§
COUNTY OF MIDLAND §

This instrument was acknowledged before me this ____ day of _____, 20__, by DANIEL M. PENDER, Surface Land and Business Development Director of PIONEER NATURAL RESOURCES USA, INC., for and on behalf of said corporation.

[DO NOT SIGN – EXHIBIT ONLY]
Notary Public, State of Texas

EXHIBIT A

to

Memorandum of Subsurface Use Agreement between the City of Midland, Texas, as Grantor, and Pioneer Natural Resources USA, Inc., as Operator

The Land

The South 150 feet of the SW/4 of Section 20, Block 37, T-3-S, T&P RR Co. Survey, Midland County, Texas.

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STATE OF TEXAS §
§
COUNTY OF MIDLAND §

MEMORANDUM OF SUBSURFACE USE AGREEMENT

This Memorandum of Subsurface Use Agreement (this "Memorandum") is made effective as of the 10th day of January, 2023 (the "Effective Date"), by and between the City of Midland, Texas ("Grantor"), whose address is 300 N. Loraine, Midland, Texas 79701, and Pioneer Natural Resources USA, Inc., a Delaware corporation ("Operator"), whose address is P.O. Box 3178, Midland, Texas 79702. Grantor and Operator are sometimes referred to singularly as a "Party," and collectively as the "Parties."

1. Land. This Memorandum pertains to land in which Grantor owns an interest which is more fully described in the legal description in Exhibit A attached hereto and incorporated herein by reference (the "Land").

2. Grant of Subsurface Easement. The Parties entered into that certain Subsurface Use Agreement dated effective as of the Effective Date (the "Agreement"), under which Grantor granted, transferred, and conveyed unto Operator a non-exclusive easement to use and occupy the subsurface underlying the Land for the purposes of drilling no more than two (2) horizontal wells through the Land for the production of oil and gas, said production not from the Land, but from other lands in the area through the subsurface of the Land, for the purposes of completing the Wellbores and producing or flowing oil and/or gas from lands in the vicinity of the Land through such Wellbores. The Agreement sets forth the consideration paid or to be paid by Operator to Grantor and the terms and conditions under which Grantor granted and conveyed unto Operator such subsurface easement under the Land.

3. Modification. This Memorandum does not alter, amend or modify the terms and conditions of the Agreement, but is executed solely for the purpose of giving notice of the existence of the Agreement and Operator's rights with respect to the Land. The Agreement is incorporated by reference for all purposes to the same extent and with the same effect as if set forth herein in full.

4. Counterparts. This Memorandum may be executed in multiple counterparts, each of which shall be deemed an original instrument, but all of which together shall constitute one and the same instrument.

[*Remainder of Page Intentionally Left Blank*]

[*Signature and Acknowledgement Pages Follow*]

IN WITNESS WHEREOF, Grantor and Operator have executed this Memorandum as of the dates of their respective acknowledgements below, to be effective as of the Effective Date.

GRANTOR:
CITY OF MIDLAND, TEXAS

By: _____
Name: Robert Patrick
Title: City Manager

THE STATE OF TEXAS §
§
COUNTY OF MIDLAND §

This instrument was acknowledged before me this ___ day of _____, 20__, by _____, _____ of the City of Midland, Texas, a home rule municipal corporation, on behalf of said entity.

_____
Notary Public, State of Texas

OPERATOR:
PIONEER NATURAL RESOURCES USA, INC.

By: _____
Name: Daniel M. Pender
Title: Surface Land and Business Development Director

THE STATE OF TEXAS §
§
COUNTY OF MIDLAND §

This instrument was acknowledged before me this ____ day of _____, 20__, by DANIEL M. PENDER, Surface Land and Business Development Director of PIONEER NATURAL RESOURCES USA, INC., for and on behalf of said corporation.

_____
Notary Public, State of Texas

EXHIBIT A

to

Memorandum of Subsurface Use Agreement between the City of Midland, Texas, as Grantor, and Pioneer Natural Resources USA, Inc., as Operator

The Land

The South 150 feet of the SW/4 of Section 20, Block 37, T-3-S, T&P RR Co. Survey, Midland County, Texas.

City Council Meeting

Item Number: 12

Meeting Date: January 10, 2023

To: City Council / City Manager

From: John Simmons, Manager, Right-of-Way

Subject: Motion authorizing the execution of a Right-of-Way License (23-329-002) between the City of Midland and Grand Prix Pipeline LLC regarding City-owned property described as sections 4, 9, and 16, Block 37, T-3-S, T&P RR Co. Survey, Midland County, Texas (DISTRICT: NONE) (UTILITIES)

Purpose:

This motion will provide the applicant a 30' wide right of way to place a Twelve inch (12) Gas Utility, steel construction, pipeline on City of Midland-owned Sprayberry Farm real property. The applicant will need an additional 45' wide temporary workspace for construction.

This Right-of-Way License is proposed for a single ten (10) year period, paid in advance with an annual throughput fee. Terms are consistent with the City's standard license for facilities of this nature.

Recommended City Council Action:

Approve

Fiscal Impact:

Application fee (one time): $1,000

Full ten-year term paid in advance ($280.00 per rod x 970.52 rods) $271,745.60

Total Collected: $272,745.60

Discussion:

This common carrier, steel construction gas line is twelve inches (12) in diameter and will be

buried a minimum forty-eight inches (48) deep and does not interfere with the City Sprayberry Farm operations in this area.

Certificates of Insurance (COI) with the City of Midland named as additional insured and a waiver of subrogation in favor of the City of Midland have been collected and are on file.

City Secretary to record completed License Agreement

City Manager's Office

RIGHT OF WAY LICENSE

THE STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF MIDLAND §

Date:	January 11, 2023
Licensor:	CITY OF MIDLAND, TEXAS, a home-rule municipal corporation
Licensor's Representative:	Robert Patrick, City Manager
Licensor's Mailing Address:	P.O. Box 1152 Midland, Texas 79702
Licensee:	**Grand Prix Pipeline LLC**
Licensee's Representative:	**Norman L. Winter**
Licensee's Mailing Address:	811 Louisiana St., Suite 2100 Houston, Texas 77002
Property:	As described in Article III below
License Number:	**23-329-002**

Licensee desires use of certain Property (as defined below) owned by Licensor in Midland County, Texas, for purposes set forth below. Licensee acknowledges and agrees that it must obtain a license (the "License") in order to use the public lands of Licensor.

W I T N E S S E T H:

For and in consideration of the execution of this license (this "License") and the mutual promises and covenants of the parties hereto, it is mutually promised, understood and agreed as follows:

I. Term

A. Term. This License shall be for a term of ten (10) years commencing on the date of this License (the "Commencement Date") unless terminated earlier as provided hereafter.

B. Termination. Licensor may terminate this License if Licensee fails to pay, when due, any amount owing under this License and that failure continues for sixty (60) days or, if Licensee commits any material breach or material default in performance of any obligation, prohibition, restriction, provision or covenant contained in this License, and the breach or default continues for a period of thirty (30) days after Licensor delivers notice to Licensee reasonably detailing the breach or default.

Additionally, Licensor may terminate this License at will for any or no reason upon giving at least three hundred sixty-five (365) days' written notice to Licensee. The parties to this License understand and agree that it is in Licensor's sole discretion to terminate this License during the term of this License without penalty to Licensor. Licensee has no expectation and has received no guarantees that this License will not be terminated before the end of the License term. The parties have bargained for the flexibility of terminating this License upon tender of the requisite notice at any time during the term of this License. All work and services under this License shall be suspended upon termination of this License.

Upon expiration or termination of this License, Licensee shall remove all equipment and structures associated with the undertakings contemplated by this License. After removal of all equipment and structures associated with the undertakings contemplated by this License, the surface of the Property shall be restored at the expense of Licensee to its original condition, as close thereto as may be practical, subject to the approval of Licensor upon inspection by Licensor's Representative, which approval shall not be unreasonably withheld. All of said work shall be completed within one hundred eighty (180) days after the expiration or termination of this License. All of the terms, provisions and requirements of this paragraph shall survive the expiration or termination of this License.

II. Financial Consideration

A. License Fee. A license fee in the amount of TWO HUNDRED SEVENTY-ONE SEVEN HUNDRED FORTY-FIVE and 60/100 Dollars ($271,745.60) ("License Fee") shall be due and payable on or prior to the Commencement Date.

In the event Licensor terminates this License pursuant to the provisions of Section I.B., Licensor agrees to refund to Licensee a pro rata share of the License Fee actually paid by Licensee to Licensor for that portion of the remaining term that is being terminated. For the avoidance of doubt, the amount of any refund payable to Licensee pursuant to this paragraph shall be determined net of any costs or expenses incurred by Licensor in connection with Licensee's unfulfilled obligations under this License (if any).

B. Application Fee. On or prior to the Commencement Date of this License, Licensee shall pay a non-refundable one-time fee of One Thousand and No/100 Dollars ($1,000.00) to Licensor's Representative. Said fee shall revert to Licensor and Licensee shall have no claim to said fee. The fee shall be used to process the application for this License.

C. Delivery of Payment. Payment of the above fees shall be made to Licensor at the office of Licensor's Representative, Attn: Right of Way Manager, P.O. Box 1152, Midland, Texas, 79702. Payment of the above fees shall be exclusive of and in addition to all general municipal taxes of whatever nature, including but not limited to ad valorem taxes and special taxes and assessments for public improvements.

D. Late Payment. Licensee's failure to make payment of any of the above fees within thirty (30) days after such fee is due shall constitute a late payment and Licensee shall pay Licensor a late charge of five percent (5%) of such fee.

III. Use

A. Permitted Use. Licensor does hereby grant unto Licensee, the right to enter upon the Property, being seventy-five (75) feet in width of the pipeline location as shown on **Exhibit A** attached hereto and incorporated herein for the purpose of operating, repairing, maintaining, replacing and removing, thereon, along the herein described pipeline locations, a steel construction pipeline, not to exceed twelve (12) inches in diameter, for the transportation of natural gas and to have the right of ingress and egress at convenient points for such purpose and said construction width shall revert to thirty (30) feet after the powerline is completed (the "Property"). **Licensee shall provide Licensor with a complete as-built survey within sixty (60) days of completion of the pipeline(s) and facilities described herein. The parties agree Licensee's failure to provide Licensor with a complete as-built survey within sixty (60) days of completion of the pipeline(s) and facilities described herein may result in the termination of this License. The decision to accept a complete as-built survey after the sixty-day deadline prescribed herein, or, conversely, to terminate this License shall be in the sole and absolute discretion of Licensor.**

B. Road Repair. Licensee covenants and agrees that it will repair, at its own expense, any of Licensor's roads that Licensee, its employees, contractors, representatives, agents or assigns damage on Licensor's property, so that such roads will comply with Licensor's standard specifications.

C. Utility Repair. Licensee covenants and agrees that Licensee shall, at its own expense, repair all water lines, sewer lines, service lines, water meters and other utility lines owned by Licensor that Licensee, its employees, contractors, representatives, agents or assigns, damage so that such water lines, sewer lines, water meters and other utility lines shall comply with Licensor's standard specifications.

D. Pipeline Depth. Licensee covenants and agrees that it will bury the pipeline to be constructed hereunder no less than forty-eight (48) inches in depth. All backfill used in burying such pipeline shall be compacted to a density of ninety percent (90%), except where such pipeline crosses under a paved or traveled portion of any City of Midland right of way where such backfill shall be compacted to a density of ninety-five percent (95%). Licensor shall be afforded the opportunity to test the density on all backfill. Notwithstanding any provision to the contrary contained herein, Licensee covenants and agrees that, at any point that Licensee's pipeline intersects with a City of Midland utility line location, the pipeline shall be bored at a depth of at least (i) nine (9) feet under all City of Midland water utility lines and (ii) two (2) feet under all City of Midland sewer utility lines. Licensee agrees that it shall comply with 30 Tex. Admin. Code § 290.44(e), as amended, to the extent applicable to this License.

E. Approval of Bids. Before Licensee seeks bids on any phase of the repair of public streets, alleys, water lines, sewer lines or any other public utilities, Licensee shall first obtain written approval of the specifications therefor from Licensor's Representative, which approval shall be at Licensor's Representative's sole discretion.

F. Reservation of Rights. Licensor expressly reserves the right to install, repair, or reconstruct streets or roads and all ancillary public uses usual and customary in connection with streets and roads, expressly including but not limited to drainage facilities and related structures in the rights

of way used and occupied by Licensee.

Licensor reserves the right to lay and permit to be laid, sewer, gas, water, and other pipelines or cables and conduits, and to do and permit to be done, any underground or overhead installation or improvement that may be deemed necessary or proper by the governing body of Licensor, in, on, across, along, over, under, and through any property occupied by Licensee. In permitting such work to be done, Licensor shall not be liable to Licensee for any damage so caused to Licensee's system or property, **NOR SHALL LICENSOR BE LIABLE TO LICENSEE FOR ANY DAMAGES TO LICENSEE'S PIPELINE ARISING OUT OF THE NEGLIGENCE BY LICENSOR, ITS EMPLOYEES, OFFICERS OR AGENTS, OR LICENSOR'S CONTRACTORS OR SUBCONTRACTORS**. If Licensor requires Licensee to remove, alter, change, adapt, or conform Licensee's facilities because of changes in the grade or construction of a street or in the location or manner of constructing a water pipe, sewer pipe, or other surface, underground or aboveground structure owned by Licensor, Licensee shall make the alterations or changes as soon as practicable, and in no event longer than one hundred eighty (180) days, when ordered in writing by Licensor, without claim for reimbursement for the cost of the relocation or for damages against Licensor. If these requirements impose a financial hardship upon Licensee, Licensee shall have the right to present alternative proposals for Licensor's consideration.

G. Non-exclusive. Licensor expressly reserves the full right to grant other easements or rights of way crossing or running parallel with the rights of way used by Licensee.

H. Abandonment. It is especially provided, however, that as an express condition of this License, and not as a mere covenant, in the event Licensee abandons any equipment or appurtenances associated with the undertakings contemplated by this License, or the Property ceases to be used for the purposes enumerated herein for any period of twelve (12) consecutive months, or longer, other than the time elapsing between the date hereof and construction, and upon giving Licensee one hundred and twenty (120) days' written notice, then and in that event, this License shall automatically terminate and revert to Licensor, its successors or assigns, free and clear of any right, title, or interest of Licensee.

I. Approval of Specifications. In the event Licensee desires to reconstruct, repair, alter, replace or remove any pipeline built hereunder, Licensee shall submit the plans and specifications that pertain to the rebuilding or repairs of Licensor's streets and roads and the rebuilding or repairs of any of Licensor's public utilities to Licensor's Representative for his or her prior written approval, which approval shall be at Licensor's Representative's sole discretion. In the event of emergency repairs necessary to restore service, Licensee shall notify Licensor's Representative before making any repairs if during a Licensor workday. If not on a workday, Licensee shall notify Licensor's Representative on the first workday after repairs have begun.

J. Gates and Fences. Without altering or expanding the limitations on ingress, egress and access to the Property set forth in Paragraph A. of Article III above, Licensee agrees to use existing gates and roadways where available, to enter, leave and cross the Property; provided that Licensee shall not use any road marked "Closed". Licensee and all persons entering or leaving the Property in connection with Licensee's operations hereunder shall keep all outside and interior gates securely closed except during operations related to this License. Licensee shall keep all outside gates, and all other gates designated by Licensor, securely locked except during operations related to this License. At any gate that is to be locked, Licensor may install its own lock in addition to Licensee's

lock.

Licensee agrees that Licensee shall not cut or go over any fence at any time or in connection with any operations on the Property without first obtaining Licensor's express prior consent thereto in writing. All gates or openings in fences shall be at mutually agreeable location(s) between Licensee and Licensor and shall be constructed as reasonably required by Licensor. Upon the termination of this License, at Licensor's election, gates in fences shall be left in place and shall thereafter be owned by Licensor or Licensee shall remove such gates and restore the fence to its original condition as nearly as reasonably practicable. The terms, provisions and requirements of this provision shall survive the termination or expiration of this License.

K. Trash. Licensee shall keep the Property free of trash and debris at all times. Under no circumstances, will Licensee be allowed to bury any trash, debris or foreign material of any kind on or under the Property. Licensor shall have the right to expel and permanently ban from the Property any person observed disposing of trash on the Property. Upon the completion of any operations, all ribbons, flags, stakes and similar items shall by promptly removed from the Property.

L. Hunting, Fishing and Alcohol Prohibited. No agent, employee, representative, contractor or subcontractor of Licensee or any other person allowed to enter the Property by Licensee shall be permitted to hunt, fish, trap, camp, picnic, ride motorcycles or four-wheelers or otherwise conduct any social gathering on the Property, nor shall any such persons be permitted to bring firearms, archery equipment, dogs, alcoholic beverages or illegal drugs on the Property at any time. Violations of this provision shall cause the violator to be regarded as a trespasser and subject to prosecution under trespass laws of the State of Texas. Licensor shall have the right to expel and permanently ban from the Property any person observed on the Property in violation of this provision.

M. Storage of Machinery and Equipment. Licensee shall use no part of the Property to store machinery, equipment, or other property of Licensee while it is not being used.

N. Additional Reservations. Licensor reserves the right to use the surface, subsurface or airspace on, below or above the land covered by this License for any purpose allowed by law and deemed necessary or proper by Licensor and to do and permit to be done, any work in connection therewith which may be deemed necessary or proper by Licensor in, on, across, along, over, under, and through any portion of the Property. In the event of such work in connection with said purposes it shall be deemed necessary or proper by Licensor, at Licensor's sole discretion, to alter, change, or relocate any pipeline, property, or casing of Licensee, such alteration or change or relocation shall be commenced and completed by Licensee within one hundred eighty (180) days after being ordered in writing by Licensor pursuant to directions from Licensor without any claim for reimbursement for the cost of the alteration, change or relocation or damages against Licensor. The relocation, change, or alteration shall be at the sole cost of Licensee. Provided, however, that Licensee shall at all times be entitled to receive from appropriate governmental bodies, excluding Licensor, payment for alteration, change or relocation of its system to which it may be lawfully entitled to under applicable federal or state laws with respect to relocation payments. Without limiting the foregoing, Licensor expressly reserves the full right to grant other licenses, easements and/or rights-of-way in, on, across, along, over, under or through all or any portion of the Property. Licensor expressly reserves the right to use and grant to third parties the right to use all or any

portion of the Property and the surface, subsurface or airspace on, below or above the Property for any purpose.

IV. Standard General Conditions

A. Insurance. Licensee shall at all times during the term of this License maintain and keep in full force and effect insurance in the following types and minimum amounts with companies authorized to do business in the State of Texas:

Commercial General Liability (including Contractual liability):	
■ Personal Injury:	$1,000,000.00 per person $1,000,000.00 per occurrence
■ Property Damage:	$100,000.00 per occurrence
Business Automobile Liability:	$1,000,000.00 combined single limit-- Personal Injury and Property Damage
Workers' Compensation:	Statutory limits
Employers' Liability:	$1,000,000.00 per accident or occurrence
Umbrella Liability:	$10,000,000.00 each occurrence $10,000,000.00 aggregate

The Commercial General Liability shall be on an occurrence basis. This insurance shall name Licensor as an additional insured and all insurance shall waive subrogation in favor of Licensor.

The Workers' Compensation coverage provided by Licensee shall inure to the benefit of employees injured during the course and scope of their employment by Licensee pursuant to this License. The Workers' Compensation insurance shall waive all rights of subrogation against Licensor.

The Business Automobile Liability insurance provided by Licensee shall cover any auto for bodily injury and property damage, including owned vehicles, hired and non-owner vehicles, and employee non-ownership, and the amount of such policy shall be a minimum of $1,000,000.00 covering any vehicle used for the execution of the work that is the subject of this License. This insurance shall name Licensor as an additional insured and all insurance shall waive subrogation in favor of Licensor.

All insurance required pursuant to this License, except for Worker's Compensation Insurance, shall name Licensor as an additional insured. All insurance required pursuant to this License, including Worker's Compensation Insurance, shall provide for a waiver of subrogation as to Licensor. The parties agree that, prior to the execution of this License, Licensee shall provide one or more certificates of insurance showing that the requirements of this article have been met. Licensor shall determine, in its sole discretion, whether such requirements have been satisfied.

Licensor shall be provided written notice by Licensee's insurance provider not later than thirty (30) days prior to any reduction or termination of such coverage. Licensor shall not be required to

provide any insurance whatsoever pursuant to this License.

Licensee shall contractually require all contractors, subcontractors, and sub-subcontractors that work on any portion of the work that is the subject of this License to obtain insurance coverage that meets or exceeds the policy requirements and minimum amounts as required herein and name the City of Midland as an additional insured (except as to Worker's Compensation Insurance). Licensee certifies that the one or more certificates of insurance provided as required herein complies with the requirements of Chapter 1811 of the Texas Insurance Code. Licensee shall not use an unapproved certificate of insurance or insert inappropriate language on a certificate. Compliance with state law is the sole responsibility of Licensee.

B. Indemnity. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, LICENSEE, ITS SUCCESSORS AND ASSIGNS, AGREE TO INDEMNIFY, PROTECT, DEFEND AND HOLD HARMLESS LICENSOR AND LICENSOR'S REPRESENTATIVES, AGENTS, ATTORNEYS, EMPLOYEES, SUCCESSORS AND ASSIGNS (COLLECTIVELY, "INDEMNITEES") FOR, FROM AND AGAINST ANY AND ALL CLAIMS, LOSSES, DAMAGES, LIABILITIES, LIENS, FINES, PENALTIES, CAUSES OF ACTION, SUITS, CHARGES, JUDGMENTS, ADMINISTRATIVE ORDERS, REMEDIATION REQUIREMENTS, ENFORCEMENT ACTIONS OF ANY KIND, PERSONAL INJURIES, PROPERTY DAMAGE, AND ALL COSTS AND EXPENSES INCURRED IN CONNECTION THEREWITH (INCLUDING, BUT NOT LIMITED TO, ATTORNEYS' FEES AND EXPENSES, INCLUDING, WITHOUT LIMITATION, ALL ATTORNEYS' FEES AND EXPENSES INCURRED IN ENFORCING THIS INDEMNITY) OF ANY NATURE, KIND OR DESCRIPTION OF ANY PERSON OR ENTITY, DIRECTLY OR INDIRECTLY ARISING OUT OF, CAUSED BY OR RESULTING FROM (IN WHOLE OR IN PART) THIS LICENSE, LICENSEE'S USE OF OR ACTIVITIES ON THE PROPERTY OR ANY OTHER PROPERTY OWNED BY LICENSOR, OR ANY ACT OR OMISSION OF LICENSEE, ANY CONTRACTOR, SUBCONTRACTOR, ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY THEM, OR ANYONE THAT THEY CONTROL OR EXERCISE CONTROL OVER (COLLECTIVELY, "LIABILITIES"), EVEN IF SUCH LIABILITIES ARISE FROM OR ARE ATTRIBUTED, IN WHOLE OR IN PART, TO THE NEGLIGENCE OF ANY INDEMNITEE. LICENSEE SHALL PROMPTLY ADVISE LICENSOR OF ANY ACTION, ADMINISTRATIVE OR LEGAL PROCEEDING OR INVESTIGATION TO WHICH THIS INDEMNIFICATION MAY APPLY, AND OF WHICH LICENSEE HAS RECEIVED NOTICE, AND LICENSEE, AT LICENSEE'S EXPENSE, SHALL ASSUME ON BEHALF OF LICENSOR (AND THE OTHER INDEMNITEES) AND CONDUCT WITH DUE DILIGENCE AND IN GOOD FAITH THE DEFENSE THEREOF WITH COUNSEL REASONABLY SATISFACTORY TO LICENSOR; PROVIDED, HOWEVER, THAT ANY INDEMNITEE SHALL HAVE THE RIGHT, AT ITS OPTION, TO BE REPRESENTED THEREIN BY COUNSEL OF ITS OWN SELECTION AND AT ITS OWN EXPENSE. IN THE EVENT OF FAILURE BY LICENSEE TO ASSUME THE DEFENSE OF LICENSOR IN ACCORDANCE WITH THIS INDEMNIFICATION, LICENSOR, AT ITS OPTION, AND WITHOUT RELIEVING LICENSEE OF ITS OBLIGATION HEREUNDER, MAY ASSUME SUCH DEFENSE, AFTER WRITTEN NOTICE THEREOF TO LICENSEE AND LICENSEE'S FAILURE TO RESPOND THERETO WITHIN TEN (10) BUSINESS DAYS AFTER RECEIPT OF SUCH NOTICE (SAID TEN (10) DAY PERIOD SHALL NOT APPLY IN

ANY CASE WHERE IMMEDIATE ANSWERS, RESPONSES, OR OTHER AFFIRMATIVE ACTION IS REQUIRED TO PRESERVE THE RIGHTS OF LICENSOR) BUT ALL REASONABLE COSTS AND EXPENSES SO INCURRED BY LICENSOR IN THAT EVENT SHALL BE REIMBURSED BY LICENSEE TO LICENSOR, TOGETHER WITH INTEREST ON THE SAME FROM THE DATE ANY SUCH EXPENSE WAS PAID BY LICENSOR UNTIL REIMBURSED BY LICENSEE, AT THE RATE OF INTEREST PROVIDED TO BE PAID ON JUDGMENTS, BY THE LAWS OF THE STATE OF TEXAS.

WITHOUT LIMITING THE FOREGOING, LICENSEE AGREES THAT LICENSEE SHALL INDEMNIFY, PROTECT, DEFEND AND SAVE LICENSOR HARMLESS FROM ANY AND ALL CLAIMS, LIENS, JUDGMENTS, SUITS, CAUSES OF ACTION, AND DEMANDS OF ANY SUBCONTRACTORS, LABORERS, WORKMEN, MECHANICS, MATERIALMEN, OR FURNISHERS OF MACHINERY AND PARTS THEREOF, EQUIPMENT, POWER TOOLS, OR SUPPLIES, IN CONNECTION WITH THE CONSTRUCTION, OPERATION, REPAIR, MAINTENANCE, REPLACEMENT OR REMOVAL OF THE PIPELINE OR OTHER PERMITTED FACILITIES DESCRIBED HEREIN.

WITHOUT LIMITING ANY OF THE FOREGOING, LICENSEE SHALL INDEMNIFY, PROTECT AND HOLD HARMLESS AND DEFEND EACH INDEMNITEE FROM ALL LIABILITIES, SUITS, ACTIONS, CLAIMS, DAMAGES, CAUSES OF ACTION, CHARGES, JUDGMENTS, PERSONAL INJURIES, ACCIDENTAL DEATH, PROPERTY DAMAGE, LOSSES AND EXPENSES OF ANY CHARACTER WHATSOEVER, INCLUDING, WITHOUT LIMITATION, ATTORNEY'S FEES, BROUGHT FOR OR ON ACCOUNT OF ANY INJURIES OR DAMAGES RECEIVED OR SUSTAINED BY ANY PERSON OR PERSONS OR PROPERTY ON ACCOUNT OF ANY NEGLIGENT ACT OF ANY INDEMNITEE, WHETHER SUCH NEGLIGENT ACT WAS THE SOLE PROXIMATE CAUSE OF THE INJURY OR DAMAGE OR A PROXIMATE CAUSE JOINTLY AND CONCURRENTLY WITH LICENSEE OR LICENSEE'S EMPLOYEES', REPRESENTATIVES', AGENTS', CONTRACTORS' OR SUBCONTRACTORS' NEGLIGENCE, IN THE EXECUTION, SUPERVISION AND OPERATIONS GROWING OUT OF OR IN ANY WAY CONNECTED WITH THE PERFORMANCE OF THIS LICENSE, INCLUDING, WITHOUT LIMITATION, SUCH NEGLIGENT ACTS ARISING FROM OR IN ANY WAY CONNECTED WITH THE PLACEMENT, CONSTRUCTION, OPERATION, REPAIR, MAINTENANCE, REPLACEMENT OR REMOVAL OF ANY PART OF LICENSEE'S PIPELINE OR PERMITTED FACILITIES ON LICENSOR'S PROPERTY. LICENSEE WILL BE REQUIRED TO PAY ANY JUDGMENT WITH COSTS WHICH MAY BE OBTAINED AGAINST LICENSOR OR ANY INDEMNITEE, INCLUDING RELATED ATTORNEY'S FEES.

WITHOUT LIMITING ANY OF THE FOREGOING, LICENSEE, ITS SUCCESSORS AND ASSIGNS, SHALL INDEMNIFY, PROTECT, DEFEND AND HOLD INDEMNITEES HARMLESS FROM AND AGAINST ALL CLAIMS, LOSSES, DAMAGES, LIABILITIES, LIENS, FINES, PENALTIES, CAUSES OF ACTION, SUITS, CHARGES, JUDGMENTS, ADMINISTRATIVE ORDERS, REMEDIATION REQUIREMENTS, ENFORCEMENT ACTIONS OF ANY KIND, PERSONAL

INJURIES, PROPERTY DAMAGE, AND ALL COSTS AND EXPENSES INCURRED IN CONNECTION THEREWITH (INCLUDING, BUT NOT LIMITED TO, ATTORNEYS' FEES AND EXPENSES, INCLUDING, WITHOUT LIMITATION, ALL ATTORNEYS' FEES AND EXPENSES INCURRED IN ENFORCING THIS INDEMNITY) OF ANY NATURE, KIND OR DESCRIPTION OF ANY PERSON OR ENTITY, DIRECTLY OR INDIRECTLY ARISING OUT OF, CAUSED BY OR RESULTING FROM (IN WHOLE OR IN PART) (i) FAILURE OF LICENSEE, ANY CONTRACTOR, SUBCONTRACTOR, ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY THEM, OR ANYONE THAT THEY CONTROL OR EXERCISE CONTROL OVER (COLLECTIVELY, THE "INDEMNIFYING PARTIES"), TO COMPLY WITH ALL APPLICABLE LOCAL, FEDERAL AND/OR STATE ENVIRONMENTAL LAWS, INCLUDING BUT NOT LIMITED TO THE RESOURCE CONSERVATION AND RECOVERY ACT (RCRA) AND THE COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION, AND LIABILITY ACT (CERCLA) (AS THEY MAY BE REAUTHORIZED AND/OR AMENDED) AND ALL OTHER LOCAL, FEDERAL AND STATE LAWS, IN CONNECTION WITH OR RELATED TO ANY INDEMNIFYING PARTY'S OPERATIONS OR ACTIVITIES ON THE PROPERTY, OR (ii) ANY INDEMNIFYING PARTY'S HANDLING, STORING, RELEASING OR TRANSPORTING OR DISPOSING OF ALL SUBSTANCES, INCLUDING BUT NOT LIMITED TO HAZARDOUS SUBSTANCES AND HAZARDOUS WASTES, ON OR FROM THE PROPERTY OR ANY OTHER LANDS OF LICENSOR.

IT IS THE INTENTION OF THE PARTIES HERETO THAT THE PROVISIONS OF THIS INDEMNIFICATION SHALL APPLY TO AND PROTECT EACH INDEMNITEE FROM THE CONSEQUENCES OF STRICT LIABILITY IMPOSED OR THREATENED TO BE IMPOSED ON SUCH INDEMNITEE, AS WELL AS FROM THE CONSEQUENCES OF THE NEGLIGENCE OF ANY INDEMNITEE, WHETHER OR NOT THAT NEGLIGENCE IS A CONTRIBUTING OR CONCURRING CAUSE OF ANY LIABILITY INDEMNIFIED AGAINST IN THIS ARTICLE IV.B.

THE TERMS, PROVISIONS, REQUIREMENTS AND OBLIGATIONS OF THIS ARTICLE IV.B. SHALL SURVIVE TERMINATION OR EXPIRATION OF THIS LICENSE, AND SHALL NOT BE LIMITED BY OR TO DAMAGES, COMPENSATION OR BENEFITS PAYABLE UNDER INSURANCE POLICIES, WORKER'S COMPENSATION ACTS, DISABILITY BENEFIT ACTS OR OTHER EMPLOYEES' BENEFIT ACTS.

C. Assignment. The provisions of this License shall inure to the benefit of and be binding upon Licensor and Licensee and their respective successors and permitted assigns. The rights and privileges granted by Licensor under this License inure to the benefit of Licensee. No rights, privileges or obligations hereunder shall be assignable by Licensee without the express prior written consent of Licensor. Any required consent is to be evidenced by a letter written by Licensor's City Manager that fully recites the terms and conditions, if any, upon which consent is given. The granting of consent is in the sole discretion of Licensor's City Manager

D. Independent Contractor. It is expressly understood and agreed that Licensee shall perform all work described herein as an independent contractor and not as an officer, agent, servant or employee of Licensor; that Licensee shall have exclusive control of and the exclusive right to

control the details of the work performed hereunder, and all persons performing the same; and shall be solely responsible for the acts and omissions of its officers, agents, employees, contractors and subcontractors; that the doctrine of respondeat superior shall not apply as between Licensor and Licensee, its officers, agents, employees, contractors and subcontractors; and that nothing herein shall be construed as creating a partnership or joint enterprise between Licensor and Licensee. No person performing any of the work described hereunder shall be considered an officer, agent, servant or employee of Licensor. Further, it is specifically understood and agreed that nothing in this License is intended or shall be construed as creating a "Community of Pecuniary Interest" or "An Equal Right of Control" which would give rise to vicarious liability. Licensee shall be an independent contractor under this License and shall assume all of the rights, obligations and liabilities applicable to it as such independent contractor hereunder. Licensor does not have the power to direct the order in which the work is done. Licensor shall not have the right to control the means, methods or details of Licensee's work. Licensee shall assume exclusive responsibility for the work. Licensee is entirely free to do the work in its own way. The provisions of this subparagraph (D.) shall not be deemed or construed as contradicting, limiting or conflicting with the provisions of subparagraph (M.) below.

E. Attorney Fees. SHOULD LICENSOR BE REQUIRED TO RESORT TO EMPLOYMENT OF ATTORNEYS TO ENFORCE THIS LICENSE, OR ANY OF ITS RIGHTS UNDER THIS LICENSE, LICENSOR SHALL BE ENTITLED TO REIMBURSEMENT FROM LICENSEE FOR LICENSOR'S ATTORNEYS' FEES. LICENSEE SHALL REIMBURSE LICENSOR FOR LICENSOR'S ATTORNEYS' FEES INCURRED IN CONNECTION WITH THE PREPARATION AND NEGOTIATION OF THIS LICENSE. BY EXECUTING THIS LICENSE, LICENSEE AGREES TO WAIVE, AND DOES HEREBY KNOWINGLY, CONCLUSIVELY, VOLUNTARILY AND INTENTIONALLY WAIVE, ANY CLAIM IT HAS OR MAY HAVE IN THE FUTURE AGAINST LICENSOR REGARDING THE AWARD OF ATTORNEY'S FEES, WHICH ARE IN ANY WAY RELATED TO THIS LICENSE, OR THE CONSTRUCTION, INTERPRETATION, VALIDITY OR BREACH OF THIS LICENSE. WITHOUT LIMITING THE FOREGOING, LICENSEE SPECIFICALLY AGREES THAT IF LICENSEE BRINGS OR COMMENCES ANY LEGAL ACTION OR PROCEEDING RELATED TO THIS LICENSE, OR TO THE CONSTRUCTION, INTERPRETATION, VALIDITY OR BREACH OF THIS LICENSE, INCLUDING BUT NOT LIMITED TO ANY ACTION PURSUANT TO THE PROVISIONS OF THE TEXAS UNIFORM DECLARATORY JUDGMENTS ACT (TEXAS CIVIL PRACTICE AND REMEDIES CODE SECTION 37.001, ET SEQ., AS AMENDED), OR CHAPTER 271 OF THE TEXAS LOCAL GOVERNMENT CODE, LICENSEE AGREES TO ABANDON, WAIVE AND RELINQUISH ANY AND ALL RIGHTS TO THE RECOVERY OF ATTORNEY'S FEES TO WHICH LICENSEE MIGHT OTHERWISE BE ENTITLED.

LICENSEE AGREES THAT THIS IS THE VOLUNTARY AND INTENTIONAL RELINQUISHMENT AND ABANDONMENT OF A PRESENTLY EXISTING, KNOWN RIGHT. LICENSEE ACKNOWLEDGES THAT IT UNDERSTANDS ALL TERMS AND CONDITIONS OF THIS LICENSE. LICENSEE FURTHER ACKNOWLEDGES AND AGREES THAT THERE WAS AND IS NO DISPARITY OF BARGAINING POWER BETWEEN LICENSOR AND LICENSEE. THIS SECTION SHALL NOT BE CONSTRUED OR INTERPRETED AS A WAIVER OF GOVERNMENTAL IMMUNITY.

LICENSEE AND LICENSOR ARE RELYING ON THEIR OWN JUDGMENT. EACH PARTY HAD THE OPPORTUNITY TO DISCUSS THIS LICENSE WITH LEGAL COUNSEL PRIOR TO ITS EXECUTION.

F. Governing Law & Venue. All performance and payments made pursuant to this License shall be deemed to have occurred in Midland County, Texas. Exclusive venue for any claims, suits or any other action arising from or connected in any way to this License, or the performance of this License shall be in Midland County, Texas. The obligations and undertakings of each of the parties to this License shall be deemed to have been performed in Midland County, Texas. This License shall be construed, interpreted and enforced under the laws of the State of Texas. The laws of the State of Texas shall govern, construe and enforce all the rights and duties of the parties, including but not limited to tort claims and any and all other claims or disputes, arising from or relating in any way to the subject matter of this License, without regard to conflict of laws and rules that would direct application of the laws of another jurisdiction.

G. Release. NOTWITHSTANDING ANY OTHER PROVISIONS OF THIS LICENSE, LICENSEE HEREBY RELEASES, ACQUITS, RELINQUISHES AND FOREVER DISCHARGES LICENSOR, AND LICENSOR'S EMPLOYEES AND OFFICERS FROM ANY AND ALL DEMANDS, CLAIMS, DAMAGES OR CAUSES OF ACTION OF ANY KIND WHATSOEVER WHICH LICENSEE HAS OR MIGHT HAVE IN THE FUTURE, INCLUDING BUT NOT LIMITED TO BREACH OF CONTRACT, QUANTUM MERUIT, CLAIMS UNDER THE DUE PROCESS AND TAKINGS CLAUSES OF THE TEXAS AND UNITED STATES CONSTITUTIONS, TORT CLAIMS, OR LICENSOR'S NEGLIGENCE.

H. Governmental Immunity. By executing this License, Licensor is not waiving its right of governmental immunity. Licensor is retaining its immunity from suit. Licensor is not granting consent to be sued by legislative resolution or action. **THERE IS NO WAIVER OF GOVERNMENTAL IMMUNITY.**

I. Third Party Beneficiary. Except as provided in Article IV.B. above with respect to Indemnitees, (i) Licensor's granting of this License does not create any third-party beneficiary, (ii) there is no third-party beneficiary to this License, and (iii) no person or entity who is not a party to this License shall have any third party beneficiary or other rights hereunder.

J. Notices. Any notice or communication required in the administration of this License shall be sent by certified mail, return receipt requested, to the parties' respective mailing addresses as set forth hereinabove.

K. Notice of Alleged Breach; Statutory Prerequisite. Without limiting the provisions of Article IV.G. above, as a condition precedent to filing suit for alleged damages incurred by an alleged breach of an express or implied provision of this License, Licensee or its legal representative, shall give the City Manager, or any other reasonable official of Licensor, notice in writing (consisting of one (1) original and seven (7) copies of notice attached to a copy of this License) of such damages, duly verified, within one hundred eighty (180) days after the same has been sustained. The discovery rule does not apply to the giving of this notice. The notice shall include when, where and how the damages occurred, the apparent extent thereof, the amount of damages sustained, the amount for which Licensee will settle, the physical and mailing addresses of Licensee at the time

and date the claim was presented and the physical and mailing addresses of Licensee for the six (6) months immediately preceding the occurrence of such damages, and the names and addresses of the witnesses upon whom Licensee relies to establish its claim; and a failure to so notify the City Manager or other such official of Licensor within the time and manner provided herein shall exonerate, excuse and except Licensor from any liability whatsoever. Licensor is under no obligation to provide notice to Licensee that Licensee's notice is insufficient. Licensor reserves the right to request reasonable additional information regarding the claim. Said additional information shall be supplied within thirty (30) days after receipt of notice.

The statutory prerequisites outlined herein constitute jurisdictional requirements pursuant to Section 271.154 of the Texas Local Government Code and Section 311.034 of the Texas Government Code. Notwithstanding any other provision, Licensee's failure to comply with the requirements herein shall perpetually bar Licensee's claim for damages under Chapter 271 of the Texas Local Government Code, and Section 311.034 of the Texas Government Code, regardless if Licensor has actual or constructive notice or knowledge of said claim or alleged damages. Licensee agrees that the requirements of this entire License are reasonable.

L. Consideration. The terms of this License are supported by good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties named herein.

M. Waiver of Governmental Immunity; Chapter 271, TEX. LOC. GOV'T CODE. The parties hereto agree that this License does not constitute a "Contract" for providing goods and/or services to Licensor as discussed in Subchapter I of Chapter 271 of the Texas Local Government Code, and Licensor does not waive, to the maximum extent allowed by law, any constitutional, statutory or common law right to sovereign immunity or governmental immunity from liability or suit. Licensor expressly does not consent to be sued or be liable. To the maximum extent allowed by law, nothing in this License constitutes a waiver of Licensor's governmental immunity and the parties hereto expressly agree that this License shall not constitute, nor be interpreted as a waiver of Licensor's governmental immunity under Subchapter I of Chapter 271 of the Texas Local Government Code, nor shall it constitute nor be interpreted as a waiver of Licensor's governmental immunity for the benefit of any third-party lacking privity to this License.

This License does not obligate Licensee to use the Property to construct, repair, operate, replace, or maintain Licensor's facilities or structures described herein, rather, it merely prohibits Licensee from using the Property for any other purpose. This License restricts the use of the Property to a specific purpose but does not require the use of the Property for a specific purpose. Licensee is not providing a service to Licensor. Licensee is paying Licensor for temporary rights in real property, not for a service. Any such provision shall be deemed to be a covenant against noncomplying use, not a covenant to use. Licensee's use of the Property in compliance with a restriction shall not constitute a service, and such complying use shall not operate to waive Licensor's governmental immunity.

N. Compliance. Licensee agrees that it shall comply with Texas Government Code Section 2252.908, as amended, to the extent that this statute applies to this License. Licensee agrees that it shall comply with Texas Local Government Code Section 176.006, as amended, to the extent that this statute applies to this License.

O. Texas Historical Commission Survey. Licensee agrees that it shall comply with Chapter 191

of the Texas Natural Resources Code. By executing this License, Licensee represents that it has contacted the Texas Historical Commission (the "Commission") for the purpose of determining whether the Commission will request that an archaeological survey be completed before Licensee commences operations on the Property, as contemplated herein. Licensee agrees that it shall complete or cause to be completed an archaeological survey before commencing any operations on the Property if the Commission so requests and deliver the same to Licensor. Notwithstanding any provision contained herein, in the event that any site, object, artifact, or other feature of archaeological, scientific, educational, cultural, or historical interest is encountered during the operations authorized by this License, Licensee will immediately notify Licensor and the Commission so that adequate measures may be undertaken to protect or recover such discoveries or findings, as deemed appropriate by Licensor or the Commission.

P. Waiver. No waiver of any of the provisions of this License shall be deemed or constitute a waiver of any other provisions of this License, nor shall such waiver constitute a continuing waiver unless otherwise expressly provided. Likewise, the failure of Licensor to enforce any provision of this License shall not be deemed nor shall constitute a waiver of the right of Licensor to enforce such provision.

Q. Counterpart Execution. This License may be executed in several counterparts, and any such agreement shall be deemed an original for all intents and purposes.

R. No Release of Liability. Notwithstanding anything to the contrary contained in this License, the termination or expiration of this License shall not relieve Licensee of any liability, duty or obligation under this License, nor shall it preclude Licensor from asserting any right to specific performance, damages or any other rights or remedies to which Licensor may be entitled. Upon termination or expiration of this License for any reason, Licensee shall execute and deliver a recordable release of this License to Licensor in form and substance satisfactory to Licensor.

S. Entire Agreement. This License constitutes the entire agreement between Licensor and Licensee concerning the subject matter hereof, superseding all negotiations, prior discussions, prior licenses and prior agreements and understandings related to the subject matter hereof. This License may only be amended by written instrument executed by Licensor and Licensee.

[Signature Pages Follow]

LICENSOR:
CITY OF MIDLAND, TEXAS

By:_____
Robert Patrick, City Manager

ATTEST:

_____
Amy M. Turner, City Secretary

APPROVED AS TO CONTENT AND COMPLETENESS:

_____
Carl Craigo, Director of Utilities

APPROVED ONLY AS TO FORM:

_____
John Ohnemiller, City Attorney

LICENSEE:
GRAND PRIX PIPELINE LLC

By: _____
Printed Name: Norman L. Winter
Title: Vice President of Land and ROW

THE STATE OF Texas §
§
COUNTY OF Harris §

BEFORE ME, the undersigned authority, on this 20th day of December, 2022 personally appeared Norman L. Winter an officer of Grand Prix Pipeline LLC known to me to be the person and official whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same as the act and deed of said entity, for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 20th day of December, 20__.

_____
Notary Public, State of Texas

KIMBERLY NICHOLE NIETO
Notary ID #131475624
My Commission Expires
March 5, 2026

EXHIBIT "A"

MIDLAND COUNTY, TEXAS

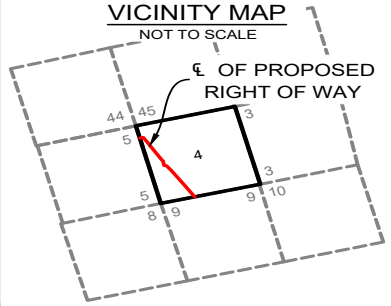
T. & P. R.R. CO. SURVEY
SECTION 4, BLOCK 37, TOWNSHIP 3 SOUTH
ABSTRACT 907

Graphic Scale in Feet

1,000' 500' 0 1,000'

N

VICINITY MAP
NOT TO SCALE



TX-GPXGL-MD-014.000
NANCY JENKINS WITTEN AND JOHN MICHAEL WILLIAMS
INSTRUMENT No. 1719 AND VOL. 568 PG. 803
D.R.M.C.TX.

P.O.C.
FOUND RAIL ROAD SPIKE
NW COR. SEC. 4
N 031°54'39.81"
W 101°52'35.28"

S 14°07'18" E
839.91'

P.O.B.
N 031°54'31.78"
W 101°52'32.77"

L1 L2 L3 L4 L5 L6 L7 L8 L9 L10

SEE DETAIL "A"

SEE DETAIL "B"

SEE DETAIL "C"

TX-GPXGL-MD-015.000
THE CITY OF MIDLAND
VOLUME 760, PAGE 466
D.R.M.C.TX.

P.O.R.
FOUND 1/2" REBAR
SE COR. SEC. 4
N 031°54'02.42"
W 101°51'19.52"

N 76°15'13" E - 3,513.95'

P.O.T.
N 031°53'53.69"
W 101°51'58.97"

TX-GPXGL-MD-016.000
THE CITY OF MIDLAND
VOL. 1278 PG. 577
O.P.R.M.C.TX.

LEGEND

P.O.C.	POINT OF COMMENCEMENT
P.O.R.	POINT OF REFERENCE
P.O.B.	POINT OF BEGINNING
P.O.T.	POINT OF TERMINATION
I.R.	IRON ROD
I.P.	IRON PIPE
CONC. MON.	CONCRETE MONUMENT
FNC. CNR.	FENCE CORNER
D.R.M.C.TX.	DEED RECORDS, MIDLAND COUNTY, TEXAS
O.P.R.M.C.TX.	OFFICIAL PUBLIC RECORDS, MIDLAND COUNTY, TEXAS
●	FOUND MONUMENT - AS DESCRIBED
○	POINT OF INTERSECTION
	CENTERLINE OF RIGHT OF WAY
℄	PROPERTY LINE
	ADJOINING PROPERTY LINE
	ABSTRACT LINE

STATE OF TEXAS
REGISTERED
JASON S. SCYOC
6686
PROFESSIONAL
LAND SURVEYOR

NOTES:

1. THIS DRAWING IS NOT TO BE CONSTRUED AS A BOUNDARY SURVEY, LOCATION OF BOUNDARY LINES SHOWN IS MADE USING DOCUMENTATION AND FIELD EVIDENCE MADE AVAILABLE TO THE SURVEYOR AT THE TIME THE SURVEY WAS MADE ON THE GROUND.
2. BASIS OF BEARING: NAD83, TEXAS STATE PLANE CENTRAL ZONE, US SURVEY FOOT
3. OWNERSHIP AND DEED REFERENCES DETERMINED BY TARGA.
4. THIS PLAT WAS PREPARED WITHOUT THE BENEFIT OF A TITLE COMMITMENT - LIMITED TITLE PROVIDED BY TARGA.

12/15/22

JASON S. SCYOC
REGISTERED PROFESSIONAL LAND SURVEYOR
TEXAS REGISTRATION NO. 6686

TOTAL LENGTH PROPOSED CENTERLINE: 5,016.26 FEET = 304.02 RODS
RIGHT OF WAY: 150,488 SQ. FT. = 3.45 AC.
TEMPORARY WORKSPACE: 199,515 SQ. FT. = 4.58 AC.
ADDITIONAL TEMP. WORKSPACE (A.T.W.S.): 22,066 SQ. FT. = 0.51 AC.

REV	DATE	BY	DESCRIPTION	CHK.
1	12/14/22	DRM	REVISED PER CLIENT COMMENTS	JSS
0	11/30/22	JLS	ISSUED FOR ACQUISITION	JSS

PROJECT NO: PACKET 64310

ENCOMPASS SERVICES, LLC
14800 ST. MARY'S LANE SUITE 230
HOUSTON, TEXAS 77079
OFFICE NUMBER: 832-781-4800
TBPELS# - 10194561

TARGA

TARGA - GREENWOOD TO GPX LATERAL
THE CITY OF MIDLAND
MIDLAND COUNTY, TEXAS

DRAWN BY: JLS	DATE: 11/30/22	DWG. NO: TX-GPXGL-MD-015.000_REV 1	REV. 1
CHECKED BY: JSS	DATE: 11/30/22	SHEET 1 OF 3	
SCALE: 1" = 1,000'	APP BY: JSS		

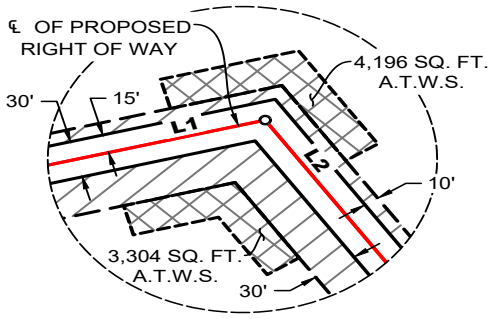
12-18 January 10, 2023

Z:\SHARED\PROJECTS\00000 - MIDWEST PROJECTS\64310 - TARGA - GREENWOOD TO GPX LATERAL\04 - DRAWINGS\04 - PLATS\TX-GPXGL-MD-015.000_REV 1.DWG

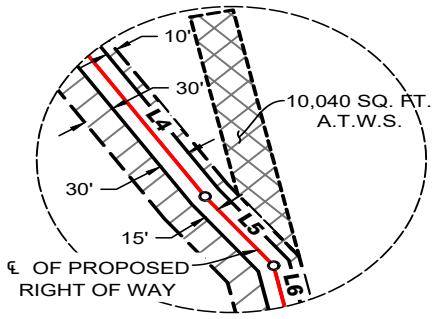
EXHIBIT "A"

MIDLAND COUNTY, TEXAS

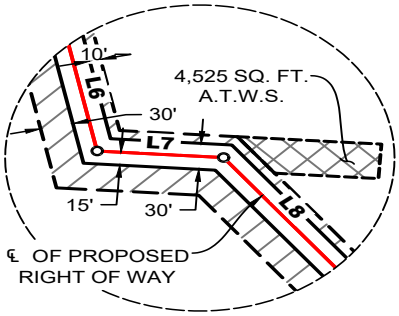
T. & P. R.R. CO. SURVEY
SECTION 4, BLOCK 37, TOWNSHIP 3 SOUTH
ABSTRACT 907



DETAIL "A"
NOT TO SCALE



DETAIL "B"
NOT TO SCALE



DETAIL "C"
NOT TO SCALE

LINE TABLE		
NUMBER	BEARING	LENGTH
L1	N 75°12'23" E	183.75'
L2	S 33°46'04" E	447.79'
L3	S 32°15'11" E	376.80'
L4	S 33°03'16" E	944.83'
L5	S 37°54'14" E	101.71'
L6	S 11°53'28" E	309.10'
L7	S 86°13'24" E	115.52'
L8	S 38°38'47" E	408.24'
L9	S 35°25'24" E	908.39'
L10	S 34°39'55" E	1,220.13'

STATE OF TEXAS
REGISTERED
JASON S. SCYOC
6686
PROFESSIONAL
LAND SURVEYOR

12/15/22

JASON S. SCYOC
REGISTERED PROFESSIONAL LAND SURVEYOR
TEXAS REGISTRATION NO. 6686

REV	DATE	BY	DESCRIPTION	CHK.
1	12/14/22	DRM	REVISED PER CLIENT COMMENTS	JSS
0	11/30/22	JLS	ISSUED FOR ACQUISITION	JSS

PROJECT NO: PACKET 64310

ENCOMPASS SERVICES, LLC
14800 ST. MARY'S LANE SUITE 230
HOUSTON, TEXAS 77079
OFFICE NUMBER: 832-781-4800
TBPELS# - 10194561

TARGA

TARGA - GREENWOOD TO GPX LATERAL
THE CITY OF MIDLAND
MIDLAND COUNTY, TEXAS

DRAWN BY: JLS	DATE: 11/30/22	DWG. NO.: TX-GPXGL-MD-015.000_REV 1	REV. 1
CHECKED BY: JSS	DATE: 11/30/22	SHEET 2 OF 3	
SCALE: NOT TO SCALE	APP BY: JSS		

12-19 January 10, 2023

Z:\SHARED\PROJECTS\00000 - MIDWEST PROJECTS\64310 - TARGA - GREENWOOD TO GPX LATERAL\04 - DRAWINGS\04 - PLATS\TX-GPXGL-MD-015.000_REV 1.DWG

EXHIBIT "A"

MIDLAND COUNTY, TEXAS

T. & P. R.R. CO. SURVEY
SECTION 4, BLOCK 37, TOWNSHIP 3 SOUTH
ABSTRACT 907

BEING A CENTERLINE DESCRIPTION OF A THIRTY (30) FOOT WIDE PROPOSED RIGHT-OF-WAY, LOCATED IN THE T. & P. R.R. CO. SURVEY, SECTION 4, BLOCK 37, TOWNSHIP 3 SOUTH, ABSTRACT 907, MIDLAND COUNTY, TEXAS, BEING OUT OF AND A PART OF A TRACT OF LAND, AS DESCRIBED IN DEED UNTO THE CITY OF MIDLAND, RECORDED IN VOLUME 760, PAGE 466, OF THE DEED RECORDS, MIDLAND COUNTY, TEXAS; SAID CENTERLINE BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS (BEARINGS AND DISTANCES CITED HEREIN ARE GRID BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE, NAD 83):

COMMENCING FROM A FOUND RAIL ROAD SPIKE MARKING THE NORTHWEST CORNER OF SAID SECTION 4 (N 031°54'39.81", W 101°52'35.28");

THENCE, SOUTH 14°07'18" EAST, A DISTANCE OF 839.91 FEET TO THE **POINT OF BEGINNING** (N 031°54'31.78", W 101°52'32.77") OF THE HEREIN DESCRIBED CENTERLINE;

THENCE, NORTH 75°12'23" EAST, A DISTANCE OF 183.75 FEET TO AN ANGLE POINT OF THE HEREIN DESCRIBED CENTERLINE;

THENCE, SOUTH 33°46'04" EAST, A DISTANCE OF 447.79 FEET TO AN ANGLE POINT OF THE HEREIN DESCRIBED CENTERLINE;

THENCE, SOUTH 32°15'11" EAST, A DISTANCE OF 376.80 FEET TO AN ANGLE POINT OF THE HEREIN DESCRIBED CENTERLINE;

THENCE, SOUTH 33°03'16" EAST, A DISTANCE OF 944.83 FEET TO AN ANGLE POINT OF THE HEREIN DESCRIBED CENTERLINE;

THENCE, SOUTH 37°54'14" EAST, A DISTANCE OF 101.71 FEET TO AN ANGLE POINT OF THE HEREIN DESCRIBED CENTERLINE;

THENCE, SOUTH 11°53'28" EAST, A DISTANCE OF 309.10 FEET TO AN ANGLE POINT OF THE HEREIN DESCRIBED CENTERLINE;

THENCE, SOUTH 86°13'24" EAST, A DISTANCE OF 115.52 FEET TO AN ANGLE POINT OF THE HEREIN DESCRIBED CENTERLINE;

THENCE, SOUTH 38°38'47" EAST, A DISTANCE OF 408.24 FEET TO AN ANGLE POINT OF THE HEREIN DESCRIBED CENTERLINE;

THENCE, SOUTH 35°25'24" EAST, A DISTANCE OF 908.39 FEET TO AN ANGLE POINT OF THE HEREIN DESCRIBED CENTERLINE;

THENCE, SOUTH 34°39'55" EAST, A DISTANCE OF 1,220.13 FEET TO THE **POINT OF TERMINATION** (N 031°53'53.69", W 101°51'58.97") OF THE HEREIN DESCRIBED PROPOSED CENTERLINE, FROM WHICH A FOUND 1/2" REBAR (N 031°54'02.42", W 101°51'19.52") MARKING THE SOUTHEAST CORNER OF SAID SECTION 4 BEARS NORTH 76°15'13" EAST, A DISTANCE OF 3,513.95 FEET;

THE SIDE LINES OF SAID PROPOSED RIGHT OF WAY ARE LENGTHENED OR SHORTENED TO MEET AT ANGLE POINTS AND TO TERMINATE ON SAID PARCEL BOUNDARY LINES.

THE TOTAL LENGTH OF THE ABOVE DESCRIBED SURVEY LINE IS 5,016.26 FEET (304.02 RODS), WITH THE PROPOSED RIGHT OF WAY CONTAINING AN AREA OF 150,488 SQUARE FEET OR 3.45 ACRES OF LAND, MORE OR LESFINDS.



12/15/22

JASON S. SCYOC
REGISTERED PROFESSIONAL LAND SURVEYOR
TEXAS REGISTRATION NO. 6686

REV	DATE	BY	DESCRIPTION	CHK.
1	12/14/22	DRM	REVISED PER CLIENT COMMENTS	JSS
0	11/30/22	JLS	ISSUED FOR ACQUISITION	JSS

PROJECT NO: PACKET 64310

ENCOMPASS SERVICES, LLC
14800 ST. MARY'S LANE SUITE 230
HOUSTON, TEXAS 77079
OFFICE NUMBER: 832-781-4800
TBPELS# - 10194561

TARGA

TARGA - GREENWOOD TO GPX LATERAL
THE CITY OF MIDLAND
MIDLAND COUNTY, TEXAS

DRAWN BY: JLS	DATE: 11/30/22	DWG. NO.: TX-GPXGL-MD-015.000_REV 1 SHEET 3 OF 3	REV. 1
CHECKED BY: JSS	DATE: 11/30/22		
SCALE: NOT TO SCALE	APP BY: JSS		

12.20 January 10, 2023

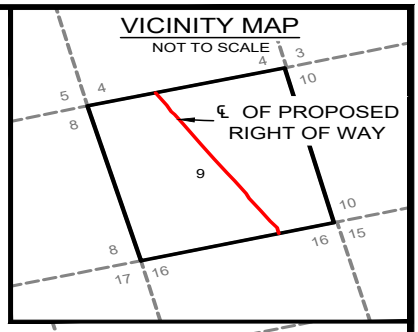
Z:\SHARED\PROJECTS\00000 - MIDWEST PROJECTS\64310 - TARGA - GREENWOOD TO GPX LATERAL\04 - DRAWINGS\04 - PLATS\TX-GPXGL-MD-015.000_REV 1.DWG

EXHIBIT "A"
MIDLAND COUNTY, TEXAS
T. & P. R.R. CO. SURVEY
SECTION 9, BLOCK 37, TOWNSHIP 3 SOUTH
ABSTRACT 132

Graphic Scale in Feet
1,000' 500' 0 1,000'

N

VICINITY MAP
NOT TO SCALE

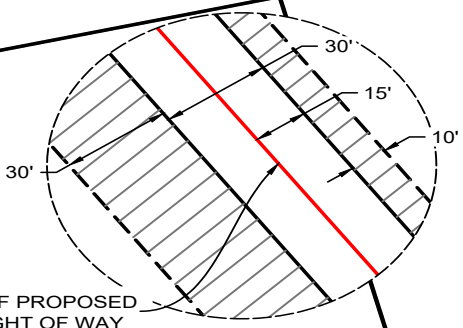


TX-GPXGL-MD-015.000
THE CITY OF MIDLAND
VOL. 760 PG. 466
D.R.M.C.TX.

P.O.B.
N 031°53'53.69"
W 101°51'58.97"

N 76°15'13" E
1,824.69'

P.O.C.
FOUND 3" CONC. MON. W/ REBAR
NW COR. SEC. 9
N 031°53'49.16"
W 101°52'19.46"



DETAIL "A"
NOT TO SCALE

LINE TABLE		
NUMBER	BEARING	LENGTH
L1	S 34°39'55" E	83.29'
L2	S 35°36'18" E	423.36'
L3	S 28°19'32" E	240.69'
L4	S 43°48'39" E	130.37'
L5	S 34°52'26" E	396.45'
L6	S 34°42'36" E	824.55'
L7	S 35°04'16" E	586.03'
L8	S 36°06'32" E	551.92'
L9	S 37°01'59" E	343.69'
L10	S 35°34'53" E	508.72'
L11	S 25°27'13" E	179.81'
L12	S 36°25'30" E	500.83'
L13	S 35°29'41" E	435.94'
L14	S 40°09'31" E	277.38'
L15	S 12°36'26" E	199.65'

3,786 SQ. FT.
A.T.W.S. (2)
SEE DETAIL "A"

TX-GPXGL-MD-016.000
THE CITY OF MIDLAND
VOLUME 1278, PAGE 577
O.P.R.M.C.TX.

N 75°53'36" E
1,479.86'

1,672 SQ. FT.
A.T.W.S.

946 SQ. FT.
A.T.W.S.

P.O.T.
N 031°53'07.99"
W 101°51'21.01"

P.O.R.
FOUND RAILROAD SPIKE
SE COR. SEC. 9
N 031°53'11.76"
W 101°51'04.42"

TX-GPXGL-MD-017.000
THE CITY OF MIDLAND
VOLUME 1160, PAGE 622
O.P.R.M.C.TX.

LEGEND

P.O.C.	POINT OF COMMENCEMENT
P.O.R.	POINT OF REFERENCE
P.O.B.	POINT OF BEGINNING
P.O.T.	POINT OF TERMINATION
I.R.	IRON ROD
I.P.	IRON PIPE
CONC. MON.	CONCRETE MONUMENT
FNC. CNR.	FENCE CORNER
D.R.M.C.TX.	DEED RECORDS, MIDLAND COUNTY, TEXAS
O.P.R.M.C.TX.	OFFICIAL PUBLIC RECORDS, MIDLAND COUNTY, TEXAS
●	FOUND MONUMENT - AS DESCRIBED
○	POINT OF INTERSECTION
	CENTERLINE OF RIGHT OF WAY
℄	PROPERTY LINE
	ADJOINING PROPERTY LINE
	ABSTRACT LINE

STATE OF TEXAS
REGISTERED
JASON S. SCYOC
6686
PROFESSIONAL
LAND SURVEYOR

NOTES:
1. THIS DRAWING IS NOT TO BE CONSTRUED AS A BOUNDARY SURVEY, LOCATION OF BOUNDARY LINES SHOWN IS MADE USING DOCUMENTATION AND FIELD EVIDENCE MADE AVAILABLE TO THE SURVEYOR AT THE TIME THE SURVEY WAS MADE ON THE GROUND.
2. BASIS OF BEARING: NAD83, TEXAS STATE PLANE CENTRAL ZONE, US SURVEY FOOT
3. OWNERSHIP AND DEED REFERENCES DETERMINED BY TARGA.
4. THIS PLAT WAS PREPARED WITHOUT THE BENEFIT OF A TITLE COMMITMENT - LIMITED TITLE PROVIDED BY TARGA.

12/15/22

JASON S. SCYOC
REGISTERED PROFESSIONAL LAND SURVEYOR
TEXAS REGISTRATION NO. 6686

TOTAL LENGTH PROPOSED CENTERLINE: 5,682.68 FEET = 344.40 RODS
RIGHT OF WAY: 170,481 SQ. FT. = 3.91 AC.
TEMPORARY WORKSPACE: 227,318 SQ. FT. = 5.22 AC.
ADDITIONAL TEMP. WORKSPACE (A.T.W.S.): 10,190 SQ. FT. = 0.23 AC.

REV	DATE	BY	DESCRIPTION	CHK.
1	12/14/22	DRM	REVISED PER CLIENT COMMENTS	JSS
0	12/01/22	JCV	ISSUED FOR ACQUISITION	JSS

PROJECT NO: PACKET 64310

ENCOMPASS SERVICES, LLC
14800 ST. MARY'S LANE SUITE 230
HOUSTON, TEXAS 77079
OFFICE NUMBER: 832-781-4800
TBPELS# - 10194561

TARGA

TARGA - GREENWOOD TO GPX LATERAL
THE CITY OF MIDLAND
MIDLAND COUNTY, TEXAS

DRAWN BY: JCV	DATE: 12/01/22	DWG. NO: TX-GPXGL-MD-016.000_REV 1 SHEET 1 OF 2	REV. 1
CHECKED BY: JSS	DATE: 12/01/22		
SCALE: 1" = 1,000'	APP BY: JSS		

12-21
January 10, 2023

Z:\SHARED\PROJECTS\00000 - MIDWEST PROJECTS\64310 - TARGA - GREENWOOD TO GPX LATERAL\04 - DRAWINGS\04 - PLATS\TX-GPXGL-MD-016.000_REV 1.DWG

EXHIBIT "A"

MIDLAND COUNTY, TEXAS

T. & P. R.R. CO. SURVEY
SECTION 9, BLOCK 37, TOWNSHIP 3 SOUTH
ABSTRACT 132

BEING A CENTERLINE DESCRIPTION OF A THIRTY (30) FOOT WIDE PROPOSED RIGHT-OF-WAY, LOCATED IN THE T. & P. R.R. CO. SURVEY, SECTION 9, BLOCK 37, TOWNSHIP 3 SOUTH, ABSTRACT 132, MIDLAND COUNTY, TEXAS, BEING OUT OF AND A PART OF A TRACT OF LAND, AS DESCRIBED IN DEED UNTO THE CITY OF MIDLAND, RECORDED IN VOLUME 1278, PAGE 577, OF THE OFFICIAL PUBLIC RECORDS, MIDLAND COUNTY, TEXAS; SAID CENTERLINE BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS (BEARINGS AND DISTANCES CITED HEREIN ARE GRID BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE, NAD 83):

COMMENCING FROM A FOUND 3" CONCRETE MONUMENT WITH REBAR MARKING THE NW CORNER OF SAID SECTION 9 (N 031°53'49.16", W 101°52'19.46");

THENCE, NORTH 76°15'13" EAST, A DISTANCE OF 1,824.69 FEET TO THE **POINT OF BEGINNING** (N 031°53'53.69", W 101°51'58.97") OF THE HEREIN DESCRIBED CENTERLINE;

THENCE, SOUTH 34°39'55" EAST, A DISTANCE OF 83.29 FEET TO AN ANGLE POINT OF THE HEREIN DESCRIBED CENTERLINE;

THENCE, SOUTH 35°36'18" EAST, A DISTANCE OF 423.36 FEET TO AN ANGLE POINT OF THE HEREIN DESCRIBED CENTERLINE;

THENCE, SOUTH 28°19'32" EAST, A DISTANCE OF 240.69 FEET TO AN ANGLE POINT OF THE HEREIN DESCRIBED CENTERLINE;

THENCE, SOUTH 43°48'39" EAST, A DISTANCE OF 130.37 FEET TO AN ANGLE POINT OF THE HEREIN DESCRIBED CENTERLINE;

THENCE, SOUTH 34°52'26" EAST, A DISTANCE OF 396.45 FEET TO AN ANGLE POINT OF THE HEREIN DESCRIBED CENTERLINE;

THENCE, SOUTH 34°42'36" EAST, A DISTANCE OF 824.55 FEET TO AN ANGLE POINT OF THE HEREIN DESCRIBED CENTERLINE;

THENCE, SOUTH 35°04'16" EAST, A DISTANCE OF 586.03 FEET TO AN ANGLE POINT OF THE HEREIN DESCRIBED CENTERLINE;

THENCE, SOUTH 36°06'32" EAST, A DISTANCE OF 551.92 FEET TO AN ANGLE POINT OF THE HEREIN DESCRIBED CENTERLINE;

THENCE, SOUTH 37°01'59" EAST, A DISTANCE OF 343.69 FEET TO AN ANGLE POINT OF THE HEREIN DESCRIBED CENTERLINE;

THENCE, SOUTH 35°34'53" EAST, A DISTANCE OF 508.72 FEET TO AN ANGLE POINT OF THE HEREIN DESCRIBED CENTERLINE;

THENCE, SOUTH 25°27'13" EAST, A DISTANCE OF 179.81 FEET TO AN ANGLE POINT OF THE HEREIN DESCRIBED CENTERLINE;

THENCE, SOUTH 36°25'30" EAST, A DISTANCE OF 500.83 FEET TO AN ANGLE POINT OF THE HEREIN DESCRIBED CENTERLINE;

THENCE, SOUTH 35°29'41" EAST, A DISTANCE OF 435.94 FEET TO AN ANGLE POINT OF THE HEREIN DESCRIBED CENTERLINE;

THENCE, SOUTH 40°09'31" EAST, A DISTANCE OF 277.38 FEET TO AN ANGLE POINT OF THE HEREIN DESCRIBED CENTERLINE;

THENCE, SOUTH 12°36'26" EAST, A DISTANCE OF 199.65 FEET TO THE **POINT OF TERMINATION** (N 031°53'07.99", W 101°51'21.01") OF THE HEREIN DESCRIBED PROPOSED CENTERLINE, FROM WHICH A FOUND RAILROAD SPIKE (N 031°53'11.76", W 101°51'04.42") MARKING THE SE CORNER OF SAID SECTION 9 BEARS NORTH 75°53'36" EAST, A DISTANCE OF 1,479.86 FEET;

THE SIDE LINES OF SAID PROPOSED RIGHT OF WAY ARE LENGTHENED OR SHORTENED TO MEET AT ANGLE POINTS AND TO TERMINATE ON SAID PARCEL BOUNDARY LINES.

THE TOTAL LENGTH OF THE ABOVE DESCRIBED SURVEY LINE IS 5,682.68 FEET (344.40 RODS), WITH THE PROPOSED RIGHT OF WAY CONTAINING AN AREA OF 170,481 SQUARE FEET OR 3.91 ACRES OF LAND, MORE OR LESS.



12/15/22

JASON S. SCYOC
REGISTERED PROFESSIONAL LAND SURVEYOR
TEXAS REGISTRATION NO. 6686

REV	DATE	BY	DESCRIPTION	CHK.
1	12/14/22	DRM	REVISED PER CLIENT COMMENTS	JSS
0	12/01/22	JCV	ISSUED FOR ACQUISITION	JSS

PROJECT NO: PACKET 64310

ENCOMPASS SERVICES, LLC
14800 ST. MARY'S LANE SUITE 230
HOUSTON, TEXAS 77079
OFFICE NUMBER: 832-781-4800
TBPELS# - 10194561

TARGA

TARGA - GREENWOOD TO GPX LATERAL
THE CITY OF MIDLAND
MIDLAND COUNTY, TEXAS

DRAWN BY: JCV	DATE: 12/01/22	DWG. NO.: TX-GPXGL-MD-016.000_REV 1 SHEET 2 OF 2	REV. 1
CHECKED BY: JSS	DATE: 12/01/22		
SCALE: NOT TO SCALE	APP BY: JSS		

12.22
January 10, 2023

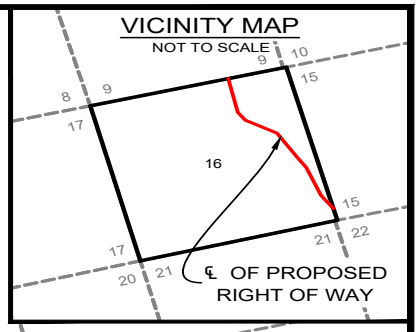
Z:\SHARED\PROJECTS\00000 - MIDWEST PROJECTS\64310 - TARGA - GREENWOOD TO GPX LATERAL\04 - DRAWINGS\04 - PLATS\TX-GPXGL-MD-016.000_REV 1.DWG

EXHIBIT "A"
MIDLAND COUNTY, TEXAS
T. & P. R.R. CO. SURVEY
SECTION 16, BLOCK 37, TOWNSHIP 3 SOUTH
ABSTRACT 903

Graphic Scale in Feet
1,000' 500' 0 1,000'

N

VICINITY MAP
NOT TO SCALE



TX-GPXGL-MD-016.000
THE CITY OF MIDLAND
VOL. 1278 PG. 577
O.P.R.M.C.TX.

P.O.B.
N 031°53'07.99"
W 101°51'21.01"

S 75°53'36" W
1,479.86'

P.O.C.
FOUND RAILROAD SPIKE
SE COR. SEC. 9
N 031°53'11.76"
W 101°51'04.42"

3,615 SQ. FT.
A.T.W.S.

3,885 SQ. FT.
A.T.W.S.

8,862 SQ. FT.
A.T.W.S.

TX-GPXGL-MD-018.000
JAY H. FLOYD, JR.
VOL. 71 PG. 615
D.R.M.C.TX.

L1
L2
L3

11,325 SQ. FT.
A.T.W.S.

3,913 SQ. FT.
A.T.W.S. (2)

8,881 SQ. FT.
A.T.W.S.

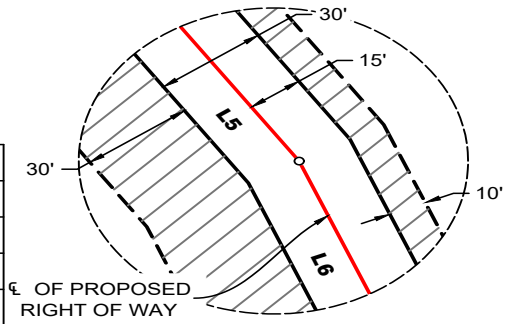
TX-GPXGL-MD-017.000
THE CITY OF MIDLAND
VOLUME 1160, PAGE 622
O.P.R.M.C.TX.

L4

9,077 SQ. FT.
A.T.W.S.

L5

SEE DETAIL "A"



DETAIL "A"
NOT TO SCALE

L6

L7
3,582 SQ. FT.
A.T.W.S.

5,170 SQ. FT.
A.T.W.S.

P.O.T.
N 031°52'25.78"
W 101°50'48.52"
S 14°40'38" E
397.97'

P.O.R.
FOUND 1-1/2" I.P.
SE COR. SEC. 16
N 031°52'21.98"
W 101°50'47.29"

LINE TABLE		
NUMBER	BEARING	LENGTH
L1	S 12°36'26" E	1,144.87'
L2	S 36°56'22" E	325.94'
L3	S 62°38'34" E	928.49'
L4	S 33°26'17" E	958.84'
L5	S 34°45'16" E	417.06'
L6	S 22°40'23" E	1,003.52'
L7	S 36°33'11" E	535.94'

LEGEND

P.O.C.	POINT OF COMMENCEMENT
P.O.R.	POINT OF REFERENCE
P.O.B.	POINT OF BEGINNING
P.O.T.	POINT OF TERMINATION
I.R.	IRON ROD
I.P.	IRON PIPE
CONC. MON.	CONCRETE MONUMENT
FNC. CNR.	FENCE CORNER
D.R.M.C.TX.	DEED RECORDS, MIDLAND COUNTY, TEXAS
O.P.R.M.C.TX.	OFFICIAL PUBLIC RECORDS, MIDLAND COUNTY, TEXAS
●	FOUND MONUMENT - AS DESCRIBED
○	POINT OF INTERSECTION
	CENTERLINE OF RIGHT OF WAY
℄	PROPERTY LINE
	ADJOINING PROPERTY LINE
	ABSTRACT LINE

STATE OF TEXAS
REGISTERED
JASON S. SCYOC
6686
PROFESSIONAL
LAND SURVEYOR

NOTES:
1. THIS DRAWING IS NOT TO BE CONSTRUED AS A BOUNDARY SURVEY, LOCATION OF BOUNDARY LINES SHOWN IS MADE USING DOCUMENTATION AND FIELD EVIDENCE MADE AVAILABLE TO THE SURVEYOR AT THE TIME THE SURVEY WAS MADE ON THE GROUND.
2. BASIS OF BEARING: NAD83, TEXAS STATE PLANE CENTRAL ZONE, US SURVEY FOOT
3. OWNERSHIP AND DEED REFERENCES DETERMINED BY TARGA.
4. THIS PLAT WAS PREPARED WITHOUT THE BENEFIT OF A TITLE COMMITMENT - LIMITED TITLE PROVIDED BY TARGA.

12/15/22

JASON S. SCYOC
REGISTERED PROFESSIONAL LAND SURVEYOR
TEXAS REGISTRATION NO. 6686

TOTAL LENGTH PROPOSED CENTERLINE: 5,314.66 FEET = 322.10 RODS
RIGHT OF WAY: 159,440 SQ. FT. = 3.66 AC.
TEMPORARY WORKSPACE: 214,606 SQ. FT. = 4.93 AC.
ADDITIONAL TEMP. WORKSPACE (A.T.W.S.): 62,224 SQ. FT. = 1.43 AC.

REV	DATE	BY	DESCRIPTION	CHK.
1	12/14/22	DRM	REVISED PER CLIENT COMMENTS	JSS
0	11/30/22	JCV	ISSUED FOR ACQUISITION	JSS

PROJECT NO: PACKET 64310

encompass
ENCOMPASS SERVICES, LLC
14800 ST. MARY'S LANE SUITE 230
HOUSTON, TEXAS 77079
OFFICE NUMBER: 832-781-4800
TBPELS# - 10194561

TARGA

TARGA - GREENWOOD TO GPX LATERAL
THE CITY OF MIDLAND
MIDLAND COUNTY, TEXAS

DRAWN BY: JCV	DATE: 11/30/22	DWG. NO.: TX-GPXGL-MD-017.000_REV 1	REV. 1
CHECKED BY: JSS	DATE: 11/30/22	SHEET 1 OF 2	
SCALE: 1" = 1,000'	APP BY: JSS		

12-23
January 10, 2023

Z:\SHARED\PROJECTS\00000 - MIDWEST PROJECTS\64310 - TARGA - GREENWOOD TO GPX LATERAL\04 - DRAWINGS\04 - PLATS\TX-GPXGL-MD-017.000_REV 1.DWG

EXHIBIT "A"

MIDLAND COUNTY, TEXAS

T. & P. R.R. CO. SURVEY
SECTION 16, BLOCK 37, TOWNSHIP 3 SOUTH
ABSTRACT 903

BEING A CENTERLINE DESCRIPTION OF A THIRTY (30) FOOT WIDE PROPOSED RIGHT-OF-WAY, LOCATED IN THE T. & P. R.R. CO. SURVEY, SECTION 16, BLOCK 37, TOWNSHIP 3 SOUTH, ABSTRACT 903, MIDLAND COUNTY, TEXAS, BEING OUT OF AND A PART OF A TRACT OF LAND, AS DESCRIBED IN DEED UNTO THE CITY OF MIDLAND, RECORDED IN VOLUME 1160, PAGE 622, OF THE OFFICIAL PUBLIC RECORDS, MIDLAND COUNTY, TEXAS; SAID CENTERLINE BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS (BEARINGS AND DISTANCES CITED HEREIN ARE GRID BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE, NAD 83):

COMMENCING FROM A FOUND RAILROAD SPIKE MARKING THE SE CORNER OF SECTION 9 (N 031°53'11.76", W 101°51'04.42");

THENCE, SOUTH 75°53'36" WEST, A DISTANCE OF 1,479.86 FEET TO THE **POINT OF BEGINNING** (N 031°53'11.76", W 101°51'04.42") OF THE HEREIN DESCRIBED CENTERLINE;

THENCE, SOUTH 12°36'26" EAST, A DISTANCE OF 1,144.87 FEET TO AN ANGLE POINT OF THE HEREIN DESCRIBED CENTERLINE;

THENCE, SOUTH 36°56'22" EAST, A DISTANCE OF 325.94 FEET TO AN ANGLE POINT OF THE HEREIN DESCRIBED CENTERLINE;

THENCE, SOUTH 62°38'34" EAST, A DISTANCE OF 928.49 FEET TO AN ANGLE POINT OF THE HEREIN DESCRIBED CENTERLINE;

THENCE, SOUTH 33°26'17" EAST, A DISTANCE OF 958.84 FEET TO AN ANGLE POINT OF THE HEREIN DESCRIBED CENTERLINE;

THENCE, SOUTH 34°45'16" EAST, A DISTANCE OF 417.06 FEET TO AN ANGLE POINT OF THE HEREIN DESCRIBED CENTERLINE;

THENCE, SOUTH 22°40'23" EAST, A DISTANCE OF 1,003.52 FEET TO AN ANGLE POINT OF THE HEREIN DESCRIBED CENTERLINE;

THENCE, SOUTH 36°33'11" EAST, A DISTANCE OF 535.94 FEET TO THE **POINT OF TERMINATION** (N 031°52'25.78", W 101°50'48.52") OF THE HEREIN DESCRIBED PROPOSED CENTERLINE, FROM WHICH A FOUND 1-1/2" IRON PIPE (N 031°52'21.98", W 101°50'47.29") MARKING THE SE CORNER OF SAID SECTION 5 BEARS SOUTH 14°40'38" EAST, A DISTANCE OF 397.97 FEET;

THE SIDE LINES OF SAID PROPOSED RIGHT OF WAY ARE LENGTHENED OR SHORTENED TO MEET AT ANGLE POINTS AND TO TERMINATE ON SAID PARCEL BOUNDARY LINES.

THE TOTAL LENGTH OF THE ABOVE DESCRIBED SURVEY LINE IS 5,314.66 FEET (322.10 RODS), WITH THE PROPOSED RIGHT OF WAY CONTAINING AN AREA OF 159,440 SQUARE FEET OR 3.66 ACRES OF LAND, MORE OR LESS.



12/15/22

JASON S. SCYOC
REGISTERED PROFESSIONAL LAND SURVEYOR
TEXAS REGISTRATION NO. 6686

REV	DATE	BY	DESCRIPTION	CHK.
1	12/14/22	DRM	REVISED PER CLIENT COMMENTS	JSS
0	11/30/22	JCV	ISSUED FOR ACQUISITION	JSS

PROJECT NO: PACKET 64310

ENCOMPASS SERVICES, LLC
14800 ST. MARY'S LANE SUITE 230
HOUSTON, TEXAS 77079
OFFICE NUMBER: 832-781-4800
TBPELS# - 10194561

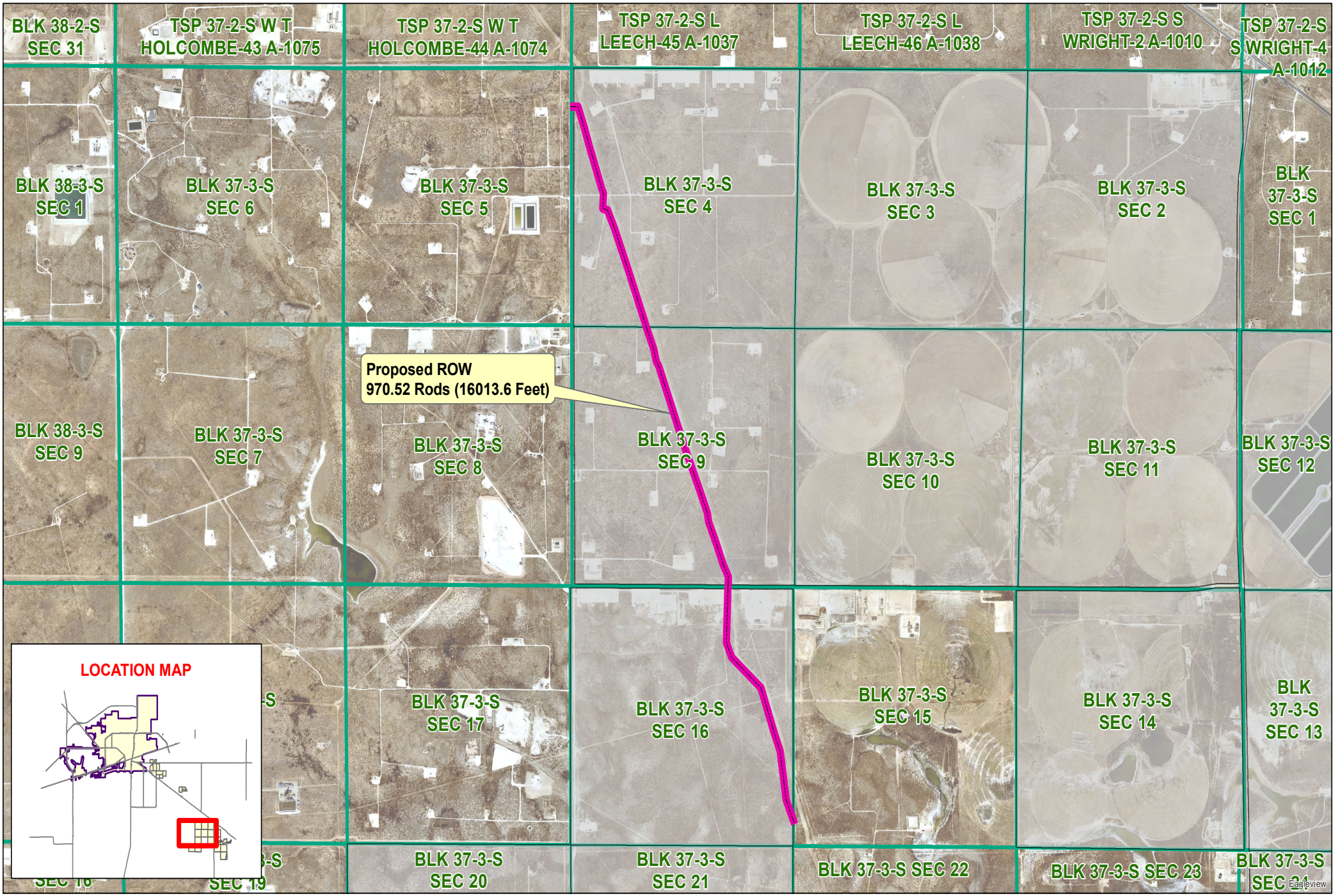
TARGA

TARGA - GREENWOOD TO GPX LATERAL
THE CITY OF MIDLAND
MIDLAND COUNTY, TEXAS

DRAWN BY: JCV	DATE: 11/30/22	DWG. NO.: TX-GPXGL-MD-017.000_REV 1	REV. 1
CHECKED BY: JSS	DATE: 11/30/22	SHEET 2 OF 2	
SCALE: NOT TO SCALE	APP BY: JSS		

12.24 January 10, 2023

Z:\SHARED\PROJECTS\00000 - MIDWEST PROJECTS\64310 - TARGA - GREENWOOD TO GPX LATERAL\04 - DRAWINGS\04 - PLATS\TX-GPXGL-MD-017.000_REV 1.DWG



Date: 12/19/2022

Proposed ROW
City Owned Property
Survey Section

Targa Proposed Pipeline ROW

0 500 1,000 Feet

©THE CITY OF MIDLAND - 2022
THIS DATA IS NOT A SUBSTITUTION FOR A SURVEY PRODUCT, NOR IS IT DESIGNED TO BE USED AS A PRIMARY TOOL IN PERMITTING OR OTHER DECISIONS BASED SOLELY ON THE INFORMATION CONTAINED HEREIN.
THE CITY OF MIDLAND SHALL NOT BE RESPONSIBLE FOR ANY DECISIONS BASED UPON THE USE OF THIS DATA.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 10/26/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Marsh USA Inc. 2929 Allen Parkway, Suite 2500 Houston, TX 77019 CN101831123--3-22-23	**CONTACT NAME:** **PHONE (A/C, No, Ext):** **FAX (A/C, No):** **E-MAIL ADDRESS:**
INSURED Grand Prix Pipeline LLC 811 Louisiana Street, Suite 2100 Houston, TX 77002	**INSURER(S) AFFORDING COVERAGE** — **NAIC #** **INSURER A :** Associated Electric & Gas Ins Services Ltd — 3190004 **INSURER B :** ACE American Insurance Company — 22667 **INSURER C :** ACE Property & Casualty Insurance Company — 20699 **INSURER D :** **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** HOU-003959846-06 **REVISION NUMBER:** 6

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
A	X **COMMERCIAL GENERAL LIABILITY** X CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER:	X	X	YX0321902P	10/31/2022	10/31/2023	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ $ $ $ $ $	See Next Page See Next Page See Next Page See Next Page See Next Page See Next Page
B	**AUTOMOBILE LIABILITY** X ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY	X	X	ISA H10753223	10/31/2022	10/31/2023	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $	1,000,000
C	X **UMBRELLA LIAB** ☐ OCCUR **EXCESS LIAB** X CLAIMS-MADE ☐ DED X RETENTION $ 1,000,000	X	X	XOC G28178281 007	10/31/2022	10/31/2023	EACH OCCURRENCE AGGREGATE	$ $	10,000,000 10,000,000
B	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	X	WLR C50722995	10/31/2022	10/31/2023	X PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ $	1,000,000 1,000,000 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: Right of Way

The Certificate Holder is included as additional insured (except workers' compensation) where required by written contract. Waiver of subrogation is applicable where required by written contract.

CERTIFICATE HOLDER

City of Midland

300 N. Loraine
Midland, TX 9701

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Marsh USA Inc.

PACKET 12.26 January 10, 2023

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THE FACE OF THIS DOCUMENT HAS A MULTIPLE COLORED BACKGROUND

TARGA RESOURCES, LLC
811 LOUISIANA STREET, SUITE 2100
HOUSTON, TX 77002

JPMorgan Chase Bank, N.A.
CHICAGO, IL
2-1/710

0031371

DATE: December 21, 2022

AMOUNT: $271,745.60

PAY TWO HUNDRED SEVENTY-ONE THOUSAND SEVEN HUNDRED FORTY-FIVE DOLLARS & 60/100** DOLLARS

Security Features Included. Details On Back

TO THE ORDER OF
CITY OF MIDLAND
P.O. BOX 1152
MIDLAND, TX 79702

SIGNATURE MP

Nick Lewis MP
PRINTED NAME

⑈0031371⑈ ⑆071000013⑆ 632558805⑈

TAXPAYER ID/SSN NO. 0031371

IN FULL FOR Consideration for a pipeline license, temporary workspace and damages associated with initial construction across:

Sections 4, 9 & 16, Block 37, T3S,
T&P RR CO Survey, Midland County, Texas

ROW: $220/rod x 970.52 rods = $213,514.40
ATWS: 485,260 sq. ft. x $0.12 = $58,231.20

Total Consideration: **$271,745.60**

Targa Resources, LLC

DEPT APPROVAL _____ DATE: _____

TARGA RESOURCES, LLC.

GL COMPANY 31062 GL ACCOUNT 150900 RC _____ LOC _____

PROJECT NO 109928 TASK 1004 – Easement/Damages

PROJECT NAME GPX D10 12" Greenwood Pipeline Lateral

PACKET 12.27 January 10, 2023

ENTERED THE ONE NET _____ DATE December 21, 2022

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF MIDLAND, TEXAS, DESIGNATING A 29.782-ACRE TRACT OF LAND OUT OF SECTION 35, BLOCK 40, T-1-S, T&P RR CO. SURVEY, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED AT THE NORTHWEST CORNER OF THE INTERSECTION OF STATE HIGHWAY 191 AND STATE HIGHWAY 158) AS TAX ABATEMENT REINVESTMENT ZONE NUMBER 2023-01 FOR COMMERCIAL AND INDUSTRIAL TAX ABATEMENT AS AUTHORIZED BY CHAPTER 312 OF THE TEXAS TAX CODE; ESTABLISHING THE BOUNDARIES THEREOF AND OTHER MATTERS RELATING THERETO; DECLARING FINDINGS OF FACT; AND PROVIDING A SAVINGS AND SEVERABILITY CLAUSE

WHEREAS, the City Council of the City of Midland, Texas (the "City"), desires to promote the development or redevelopment of a certain contiguous geographic area within its jurisdiction by the creation of a reinvestment zone for commercial and industrial tax abatement as authorized by Chapter 312 of the Texas Tax Code; and

WHEREAS, by Resolution No. 2001-129, dated April 24, 2001, the City Council of the City of Midland stated its intention to consider granting tax abatement within the City; and

WHEREAS, by Resolution No. 2022-162, dated November 15, 2022, the City Council of the City of Midland adopted Guidelines and Criteria governing tax abatement reinvestment zones and agreements within the City; and

WHEREAS, at the City Council meeting scheduled for 10:00 a.m. on December 13, 2022, the City Council of the City of Midland held a public hearing regarding the designation of a 29.782-acre tract of land out of Section 35, Block 40, T-1-S, T&P RR Co. Survey, City and County of Midland, Texas, being more fully described in the attached Exhibit "A" which is incorporated herein for all purposes (the "Area"), as a reinvestment zone for tax abatement purposes as authorized by the Texas Tax Code; and

WHEREAS, not later than the seventh day before the date of the public hearing, notice of the public hearing was published in a newspaper having general circulation in the municipality and delivered in writing to the presiding officer of the governing body of each

taxing unit that includes in its boundaries real property that is to be included in the proposed reinvestment zone; and

WHEREAS, the City Council at such public hearing invited interested persons to speak and present evidence for or against said designation; and

WHEREAS, all interested persons were provided an opportunity to present comments on said designation;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MIDLAND, TEXAS:

SECTION ONE. That the facts and recitations contained in the preamble of this ordinance are hereby found and declared to be true and correct.

SECTION TWO. That the City Council, after conducting such public hearing and having heard such evidence and testimony, has made the following findings and determinations based on the testimony presented to it:

A. That a public hearing on the designation of the Area as a reinvestment zone was properly held and conducted and that notice of such public hearing was published and delivered in writing to the presiding officer of the governing body of each taxing unit that includes in its boundaries real property that is to be included in the reinvestment zone as required by law;

B. That the boundaries of the reinvestment zone shall be the boundaries of the Area described in Exhibit "A";

C. That the improvements sought are feasible and practical and would be a benefit to the land to be included in the reinvestment zone and to the City after the expiration of an agreement entered into under Section 312.204 of the Texas Tax Code;

D. That the Area meets the criteria for designation as a reinvestment zone as set forth in Section 312.202 of the Texas Tax Code in that it is reasonably likely as a result of the designation to contribute to the retention or expansion of primary employment or to attract major investment in the zone that would be a benefit to the property and that would contribute to the economic development of the City; and

E. That the Area meets the criteria for the designation of a reinvestment zone as set forth in the City of Midland's Guidelines and Criteria governing tax abatement reinvestment zones and agreements within the City.

SECTION THREE. That pursuant to Section 312.201 of the Texas Tax Code, the City hereby designates the Area described in Exhibit "A" as a reinvestment zone for

commercial and industrial tax abatement, and such reinvestment zone shall hereafter be officially designated as Tax Abatement Reinvestment Zone Number 2023-01, City of Midland, Midland County, Texas.

SECTION FOUR. That said designation of the Area as Tax Abatement Reinvestment Zone Number 2023-01 shall take effect immediately upon the final adoption of this ordinance.

SECTION FIVE. That in order for a commercial-industrial project to be considered for an agreement for tax abatement, the project shall:

A. Be located wholly within Tax Abatement Reinvestment Zone Number 2023-01 as established herein;

B. Not include property that is owned or leased by a member of the City Council of the City of Midland; and

C. Conform to the requirements of the Guidelines and Criteria governing tax abatement reinvestment zones and agreements within the City, and all other applicable laws and regulations.

SECTION SIX. That written agreements for tax abatement as provided for by Section 312.205 of the Texas Tax Code shall:

A. List the kind, number, and location of all proposed improvements of the property;

B. Provide access to and authorize inspection of the property by municipal employees to ensure that the improvements or repairs are made according to the specifications and conditions of the agreement;

C. Limit the uses of the property consistent with the general purpose of encouraging development or redevelopment of the zone during the period that property tax exemptions are in effect;

D. Provide for recapturing property tax revenue lost as a result of the agreement if the owner of the property fails to make the improvements, repairs, or provide employment as provided by the agreement;

E. Contain each term agreed to by the owner of the property;

F. Require the owner of the property to certify annually to the governing body of each taxing unit that the owner is in compliance with each applicable term of the agreement; and

G. Provide that the governing body of the municipality may cancel or modify the agreement if the property owner fails to comply with the agreement.

SECTION SEVEN. If any section, subsection, sentence, clause or phrase of this ordinance is, for any reason, held to be unconstitutional or invalid, such holding shall not affect the validity of the remaining portions of this ordinance. The Council of the City of Midland hereby declares that it would have passed this ordinance and each section, subsection, sentence, clause, or phrase hereof irrespective of the fact that any one or more sections, subsections, sentences, clauses, or phrases be declared unconstitutional or invalid.

SECTION EIGHT. The designation of Tax Abatement Reinvestment Zone Number 2023-01 shall expire five years from the effective date of this ordinance. The designation of a tax abatement reinvestment zone may be renewed for periods not exceeding five years. The expiration of a reinvestment zone designation does not affect an existing tax abatement agreement authorized by the City Council of the City of Midland, Texas.

The above and foregoing ordinance was duly proposed, read in full and adopted on first reading, the _____ day of _____, A.D., 2022; and passed to second reading on motion of Council member _____, seconded by Council member _____, by the following vote:

Council members voting "AYE":

Council members voting "NAY":

The above and foregoing ordinance was read in full and finally adopted by the following vote upon motion of Council member _____, seconded by Council member _____, on the _____ day of _____, A.D., 2023, at a regular meeting of the City Council:

Council members voting "AYE":

Council members voting "NAY":

PASSED AND APPROVED THIS _____ day of _____, A.D., 2023.

_____
Lori Merritt Blong, Mayor

ATTEST:

_____
Amy M. Turner, City Secretary

APPROVED AS TO CONTENT
AND COMPLETENESS:

_____
Tina Jauz, Assistant City Manager

APPROVED ONLY AS TO FORM:

_____
John Ohnemiller, City Attorney

EXHIBIT "A"

WHEREAS, CUMBERLAND AND WESTERN RESOURCES, LLC, is the sole owner of a tract of land situated in the T&P RAILROAD CO. SURVEY, ABSTRACT NO. 378, City of Midland, Midland County, Texas and being situated in Section 35, Block 40 T-1-S, and being a portion of a tract of land as described in deed to Cumberland and Western Resources, LLC, as recorded in County Clerk's Instrument Number 2008-26873, Official Public Records, Midland County, Texas, and being a portion of State Highway 158, a variable width right-of-way, and being more particularly described as follows:

BEGINNING at (N=10,693,858.07' E=1,726,738.04') a concrete monument found for the Southwesterly corner of a corner clip at the intersection of the Northerly right-of-way of said State Highway 191 and the Southwesterly right-of-way of said State Highway 158, said concrete monument being the Southeasterly corner of a tract of land as described in deed to L&L Austex, LLC, as recorded in County Clerk's Instrument Number 2018-31010, Official Public Records, Midland County, Texas, and being the Southeasterly corner of said Cumberland tract;

THENCE North 16 deg 15 min 22 sec East, departing the Northerly right-of-way of said State Highway 191 and along the Southeasterly line of said L&L Austex and Cumberland tracts and the Northwesterly line of said corner clip, a distance of 213.76 feet to a point for the Northerly corner of said corner clip and the Westerly corner of said L&L Austex and Cumberland tracts, from which a concrete monument bears South 67 deg 18 min 31 sec East, at a distance of 0.65 feet, said point being the beginning of a non-tangent curve to the left, with a radius of 1,849.86 feet, a central angle of 15 deg 16 min 03 sec, a chord bearing of North 51 deg 29 min 35 sec West, and a chord length of 491.47 feet;

THENCE along the Southwesterly right-of-way of said State Highway 158 and the Northeasterly line of said L&L Austex and Cumberland tracts the following:

Along said non-tangent curve to the left, an arc distance of 492.93 feet to a point for corner, from which a concrete monument bears North 74 deg 19 min 59 sec East, at a distance of 0.30 feet;

North 59 deg 42 min 01 sec West, a distance of 24.99 feet to a 1/2-inch iron rod with red plastic cap stamped "W.A.I. 5714" set for corner;

North 59 deg 05 min 41 sec West, a distance of 338.91 feet to a 1/2-inch iron rod with red plastic cap stamped "W.A.I. 5714" set for the Northerly corner of said L&L Austex tract, from which a concrete monument bears South 65 deg 32 min 08 sec East, at a distance of 1.59 feet;

THENCE departing the Southwesterly right-of-way of said State Highway 158 and along the Westerly line of said L&L Austex tract and over and across said Cumberland tract, the following:

South 30 deg 54 min 49 sec West, a distance of 74.74 feet to a 1/2-inch iron rod with red plastic cap stamped "W.A.I. 5714" set for corner;

South 14 deg 44 min 11 sec East, a distance of 784.75 feet to a Concrete Monument found for the Southwesterly corner of said L&L Austex tract, said Concrete Monument being situated in the Southerly line of said Cumberland tract and the Northerly right-of-way of said State Highway 191;

THENCE continuing along the Southerly line of said Cumberland tract and along the Northerly right-of-way of said State Highway 191, the following:

South 75 deg 15 min 49 sec West, a distance of 804.68 feet to a point for corner, from which a concrete monument bears South 51 deg 03 min 40 sec West, at a distance of 0.34 feet;

South 71 deg 09 min 23 sec West, a distance of 80.69 feet to a 1/2-inch iron rod with red plastic cap stamped "W.A.I. 5714" set for corner;

THENCE departing the Northerly right of way of said State Highway 191 and over and across said Cumberland tract the following:

North 14 deg 44 min 11 sec West, a distance of 741.99 feet to a 1/2-inch iron rod with red plastic cap stamped "W.A.I. 5714" set for corner, said iron rod being the beginning of a curve to the left, with a radius of 220.00 feet, a central angle of 16 deg 24 min 36 sec, a chord bearing of North 22 deg 56 min 30 sec West, and a chord length of 62.79 feet;

Along said curve to the left, an arc distance of 63.01 feet to a 1/2-inch iron rod with red plastic cap stamped "W.A.I. 5714" set for corner;

North 79 deg 41 min 57 sec West, a distance of 30.35 feet to a 1/2-inch iron rod with red plastic cap stamped "W.A.I. 5714" set for corner;

North 30 deg 30 min 36 sec West, a distance of 100.00 feet to a 1/2-inch iron rod with red plastic cap stamped "W.A.I. 5714" set for corner, said iron rod being the beginning of a non-tangent curve to the left, with a radius of 550.00 feet, a central angle of 28 deg 35 min 04 sec, a chord bearing of North 45 deg 11 min 52 sec East, and a chord length of 271.55 feet;

Along said non-tangent curve to the left, an arc distance of 274.39 feet to a 1/2-inch iron rod with red plastic cap stamped "W.A.I. 5714" set for corner;

North 30 deg 54 min 20 sec East, a distance of 384.20 feet to a 1/2-inch iron rod with red plastic cap stamped "W.A.I. 5714" set for corner;

North 14 deg 05 min 38 sec West, a distance of 28.28 feet to a 1/2-inch iron rod with red plastic cap stamped "W.A.I. 5714" set for corner, said iron rod being situated in the Northeasterly line of said Cumberland tract and the Southerly right-of-way of said State Highway 158;

THENCE North 59 deg 05 min 41 sec West, along the Southwesterly right-of-way of said State Highway 158 and the Northeasterly line of said Cumberland tract, a distance of 547.13 feet, to a 1/2-inch iron rod with red plastic cap stamped "W.A.I. 5714" set for corner;

THENCE North 30 deg 25 min 54 sec East, departing the Northeasterly line of said Cumberland tract and over and across said State Highway 158, a distance of 119.54 feet to a 1/2-inch iron rod with red plastic cap stamped "W.A.I. 5714" set for corner, said iron rod being situated in the situated in the Northwesterly line of City Ordinance 8214, the Southwesterly line of Grassland Estates West, Section 7, an addition to the City of Midland, Midland County, Texas, according to the plat thereof recorded in Cabinet I, Page 104, Official Public Records, Midland County, Texas, and the Northerly right-of-way of said State Highway 158;

THENCE along the Northerly right-of-way of said State Highway 158 and along the Northwesterly line of City Ordinance 8214 and the Southwesterly line of said Grassland Estates West, Section 7 and the Southwesterly line of Grassland Estates West, Section 5, an addition to the City of Midland, Midland County, Texas, according to the plat thereof recorded in Cabinet G, Page 185, Official Public Records, Midland County, Texas the following:

South 59 deg 05 min 39 sec East, a distance of 1,593.76 feet to point for corner, said point being the beginning of a curve to the left, with a radius of 2804.79 feet, a central angle of 09 deg 21 min 40 sec, a chord bearing of South 63 deg 46 min 28 sec East, and a chord length of 457.74 feet;

Along said curve to the left, an arc distance of 458.25 feet to a point for corner;

THENCE South 14 deg 17 min 17 sec East, departing the Southwesterly line of said Grassland Estates West, Section 5, over and across said State Highway 158 and along the Westerly line of City Ordinance 7975, a distance of 376.27 feet to a point for corner;

South 75 deg 15 min 49 sec West, departing the Westerly line of said City Ordinance 7975 and continuing over and across said State Highway 158, a distance of 228.36 feet to the POINT OF BEGINNING.

CONTAINING within these metes and bounds 29.782 acres or 1,297,284 square feet of land, more or less. Bearings shown hereon are based upon an on-the-ground Survey performed in the field on the 24th day of May, 2019, utilizing a G.P.S. bearing related to the Texas Coordinate System, Texas Central Zone (4203), NAD 83, grid values from the City of Midland, Texas monuments numbers 4003 & 4004.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF MIDLAND, TEXAS, DESIGNATING A 29.782-ACRE TRACT OF LAND OUT OF SECTION 35, BLOCK 40, T-1-S, T&P RR CO. SURVEY, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED AT THE NORTHWEST CORNER OF THE INTERSECTION OF STATE HIGHWAY 191 AND STATE HIGHWAY 158) AS TAX ABATEMENT REINVESTMENT ZONE NUMBER 2023-01 FOR COMMERCIAL AND INDUSTRIAL TAX ABATEMENT AS AUTHORIZED BY CHAPTER 312 OF THE TEXAS TAX CODE; ESTABLISHING THE BOUNDARIES THEREOF AND OTHER MATTERS RELATING THERETO; DECLARING FINDINGS OF FACT; AND PROVIDING A SAVINGS AND SEVERABILITY CLAUSE

WHEREAS, the City Council of the City of Midland, Texas (the "City"), desires to promote the development or redevelopment of a certain contiguous geographic area within its jurisdiction by the creation of a reinvestment zone for commercial and industrial tax abatement as authorized by Chapter 312 of the Texas Tax Code; and

WHEREAS, by Resolution No. 2001-129, dated April 24, 2001, the City Council of the City of Midland stated its intention to consider granting tax abatement within the City; and

WHEREAS, by Resolution No. 2022-162, dated November 15, 2022, the City Council of the City of Midland adopted Guidelines and Criteria governing tax abatement reinvestment zones and agreements within the City; and

WHEREAS, at the City Council meeting scheduled for 10:00 a.m. on December 13, 2022, the City Council of the City of Midland held a public hearing regarding the designation of a 29.782-acre tract of land out of Section 35, Block 40, T-1-S, T&P RR Co. Survey, City and County of Midland, Texas, being more fully described in the attached Exhibit "A" which is incorporated herein for all purposes (the "Area"), as a reinvestment zone for tax abatement purposes as authorized by the Texas Tax Code; and

WHEREAS, not later than the seventh day before the date of the public hearing, notice of the public hearing was published in a newspaper having general circulation in the municipality and delivered in writing to the presiding officer of the governing body of each

taxing unit that includes in its boundaries real property that is to be included in the proposed reinvestment zone; and

WHEREAS, the City Council at such public hearing invited interested persons to speak and present evidence for or against said designation; and

WHEREAS, all interested persons were provided an opportunity to present comments on said designation;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MIDLAND, TEXAS:

SECTION ONE. That the facts and recitations contained in the preamble of this ordinance are hereby found and declared to be true and correct.

SECTION TWO. That the City Council, after conducting such public hearing and having heard such evidence and testimony, has made the following findings and determinations based on the testimony presented to it:

A. That a public hearing on the designation of the Area as a reinvestment zone was properly held and conducted and that notice of such public hearing was published and delivered in writing to the presiding officer of the governing body of each taxing unit that includes in its boundaries real property that is to be included in the reinvestment zone as required by law;

B. That the boundaries of the reinvestment zone shall be the boundaries of the Area described in Exhibit "A";

C. That the improvements sought are feasible and practical and would be a benefit to the land to be included in the reinvestment zone and to the City after the expiration of an agreement entered into under Section 312.204 of the Texas Tax Code;

D. That the Area meets the criteria for designation as a reinvestment zone as set forth in Section 312.202 of the Texas Tax Code in that it is reasonably likely as a result of the designation to contribute to the retention or expansion of primary employment or to attract major investment in the zone that would be a benefit to the property and that would contribute to the economic development of the City; and

E. That the Area meets the criteria for the designation of a reinvestment zone as set forth in the City of Midland's Guidelines and Criteria governing tax abatement reinvestment zones and agreements within the City.

SECTION THREE. That pursuant to Section 312.201 of the Texas Tax Code, the City hereby designates the Area described in Exhibit "A" as a reinvestment zone for

commercial and industrial tax abatement, and such reinvestment zone shall hereafter be officially designated as Tax Abatement Reinvestment Zone Number 2023-01, City of Midland, Midland County, Texas.

SECTION FOUR. That said designation of the Area as Tax Abatement Reinvestment Zone Number 2023-01 shall take effect immediately upon the final adoption of this ordinance.

SECTION FIVE. That in order for a commercial-industrial project to be considered for an agreement for tax abatement, the project shall:

A. Be located wholly within Tax Abatement Reinvestment Zone Number 2023-01 as established herein;

B. Not include property that is owned or leased by a member of the City Council of the City of Midland; and

C. Conform to the requirements of the Guidelines and Criteria governing tax abatement reinvestment zones and agreements within the City, and all other applicable laws and regulations.

SECTION SIX. That written agreements for tax abatement as provided for by Section 312.205 of the Texas Tax Code shall:

A. List the kind, number, and location of all proposed improvements of the property;

B. Provide access to and authorize inspection of the property by municipal employees to ensure that the improvements or repairs are made according to the specifications and conditions of the agreement;

C. Limit the uses of the property consistent with the general purpose of encouraging development or redevelopment of the zone during the period that property tax exemptions are in effect;

D. Provide for recapturing property tax revenue lost as a result of the agreement if the owner of the property fails to make the improvements, repairs, or provide employment as provided by the agreement;

E. Contain each term agreed to by the owner of the property;

F. Require the owner of the property to certify annually to the governing body of each taxing unit that the owner is in compliance with each applicable term of the agreement; and

G. Provide that the governing body of the municipality may cancel or modify the agreement if the property owner fails to comply with the agreement.

SECTION SEVEN. If any section, subsection, sentence, clause or phrase of this ordinance is, for any reason, held to be unconstitutional or invalid, such holding shall not affect the validity of the remaining portions of this ordinance. The Council of the City of Midland hereby declares that it would have passed this ordinance and each section, subsection, sentence, clause, or phrase hereof irrespective of the fact that any one or more sections, subsections, sentences, clauses, or phrases be declared unconstitutional or invalid.

SECTION EIGHT. The designation of Tax Abatement Reinvestment Zone Number 2023-01 shall expire five years from the effective date of this ordinance. The designation of a tax abatement reinvestment zone may be renewed for periods not exceeding five years. The expiration of a reinvestment zone designation does not affect an existing tax abatement agreement authorized by the City Council of the City of Midland, Texas.

The above and foregoing ordinance was duly proposed, read in full and adopted on first reading, the _____ day of _____, A.D., 2022; and passed to second reading on motion of Council member _____, seconded by Council member _____, by the following vote:

Council members voting "AYE":

Council members voting "NAY":

The above and foregoing ordinance was read in full and finally adopted by the following vote upon motion of Council member _____, seconded by Council member _____, on the _____ day of _____, A.D., 2023, at a regular meeting of the City Council:

Council members voting "AYE":

Council members voting "NAY":

PASSED AND APPROVED THIS _____ day of _____, A.D., 2023.

_____
Patrick N. Payton, Mayor

ATTEST:

_____
Amy M. Turner, City Secretary

APPROVED AS TO CONTENT
AND COMPLETENESS:

_____
Tina Jauz, Assistant City Manager

APPROVED ONLY AS TO FORM:

_____
John Ohnemiller, City Attorney

EXHIBIT "A"

WHEREAS, CUMBERLAND AND WESTERN RESOURCES, LLC, is the sole owner of a tract of land situated in the T&P RAILROAD CO. SURVEY, ABSTRACT NO. 378, City of Midland, Midland County, Texas and being situated in Section 35, Block 40 T-1-S, and being a portion of a tract of land as described in deed to Cumberland and Western Resources, LLC, as recorded in County Clerk's Instrument Number 2008-26873, Official Public Records, Midland County, Texas, and being a portion of State Highway 158, a variable width right-of-way, and being more particularly described as follows:

BEGINNING at (N=10,693,858.07' E=1,726,738.04') a concrete monument found for the Southwesterly corner of a corner clip at the intersection of the Northerly right-of-way of said State Highway 191 and the Southwesterly right-of-way of said State Highway 158, said concrete monument being the Southeasterly corner of a tract of land as described in deed to L&L Austex, LLC, as recorded in County Clerk's Instrument Number 2018-31010, Official Public Records, Midland County, Texas, and being the Southeasterly corner of said Cumberland tract;

THENCE North 16 deg 15 min 22 sec East, departing the Northerly right-of-way of said State Highway 191 and along the Southeasterly line of said L&L Austex and Cumberland tracts and the Northwesterly line of said corner clip, a distance of 213.76 feet to a point for the Northerly corner of said corner clip and the Westerly corner of said L&L Austex and Cumberland tracts, from which a concrete monument bears South 67 deg 18 min 31 sec East, at a distance of 0.65 feet, said point being the beginning of a non-tangent curve to the left, with a radius of 1,849.86 feet, a central angle of 15 deg 16 min 03 sec, a chord bearing of North 51 deg 29 min 35 sec West, and a chord length of 491.47 feet;

THENCE along the Southwesterly right-of-way of said State Highway 158 and the Northeasterly line of said L&L Austex and Cumberland tracts the following:

Along said non-tangent curve to the left, an arc distance of 492.93 feet to a point for corner, from which a concrete monument bears North 74 deg 19 min 59 sec East, at a distance of 0.30 feet;

North 59 deg 42 min 01 sec West, a distance of 24.99 feet to a 1/2-inch iron rod with red plastic cap stamped "W.A.I. 5714" set for corner;

North 59 deg 05 min 41 sec West, a distance of 338.91 feet to a 1/2-inch iron rod with red plastic cap stamped "W.A.I. 5714" set for the Northerly corner of said L&L Austex tract, from which a concrete monument bears South 65 deg 32 min 08 sec East, at a distance of 1.59 feet;

THENCE departing the Southwesterly right-of-way of said State Highway 158 and along the Westerly line of said L&L Austex tract and over and across said Cumberland tract, the following:

South 30 deg 54 min 49 sec West, a distance of 74.74 feet to a 1/2-inch iron rod with red plastic cap stamped "W.A.I. 5714" set for corner;

South 14 deg 44 min 11 sec East, a distance of 784.75 feet to a Concrete Monument found for the Southwesterly corner of said L&L Austex tract, said Concrete Monument being situated in the Southerly line of said Cumberland tract and the Northerly right-of-way of said State Highway 191;

THENCE continuing along the Southerly line of said Cumberland tract and along the Northerly right-of-way of said State Highway 191, the following:

South 75 deg 15 min 49 sec West, a distance of 804.68 feet to a point for corner, from which a concrete monument bears South 51 deg 03 min 40 sec West, at a distance of 0.34 feet;

South 71 deg 09 min 23 sec West, a distance of 80.69 feet to a 1/2-inch iron rod with red plastic cap stamped "W.A.I. 5714" set for corner;

THENCE departing the Northerly right of way of said State Highway 191 and over and across said Cumberland tract the following:

North 14 deg 44 min 11 sec West, a distance of 741.99 feet to a 1/2-inch iron rod with red plastic cap stamped "W.A.I. 5714" set for corner, said iron rod being the beginning of a curve to the left, with a radius of 220.00 feet, a central angle of 16 deg 24 min 36 sec, a chord bearing of North 22 deg 56 min 30 sec West, and a chord length of 62.79 feet;

Along said curve to the left, an arc distance of 63.01 feet to a 1/2-inch iron rod with red plastic cap stamped "W.A.I. 5714" set for corner;

North 79 deg 41 min 57 sec West, a distance of 30.35 feet to a 1/2-inch iron rod with red plastic cap stamped "W.A.I. 5714" set for corner;

North 30 deg 30 min 36 sec West, a distance of 100.00 feet to a 1/2-inch iron rod with red plastic cap stamped "W.A.I. 5714" set for corner, said iron rod being the beginning of a non-tangent curve to the left, with a radius of 550.00 feet, a central angle of 28 deg 35 min 04 sec, a chord bearing of North 45 deg 11 min 52 sec East, and a chord length of 271.55 feet;

Along said non-tangent curve to the left, an arc distance of 274.39 feet to a 1/2-inch iron rod with red plastic cap stamped "W.A.I. 5714" set for corner;

North 30 deg 54 min 20 sec East, a distance of 384.20 feet to a 1/2-inch iron rod with red plastic cap stamped "W.A.I. 5714" set for corner;

North 14 deg 05 min 38 sec West, a distance of 28.28 feet to a 1/2-inch iron rod with red plastic cap stamped "W.A.I. 5714" set for corner, said iron rod being situated in the Northeasterly line of said Cumberland tract and the Southerly right-of-way of said State Highway 158;

THENCE North 59 deg 05 min 41 sec West, along the Southwesterly right-of-way of said State Highway 158 and the Northeasterly line of said Cumberland tract, a distance of 547.13 feet, to a 1/2-inch iron rod with red plastic cap stamped "W.A.I. 5714" set for corner;

THENCE North 30 deg 25 min 54 sec East, departing the Northeasterly line of said Cumberland tract and over and across said State Highway 158, a distance of 119.54 feet to a 1/2-inch iron rod with red plastic cap stamped "W.A.I. 5714" set for corner, said iron rod being situated in the situated in the Northwesterly line of City Ordinance 8214, the Southwesterly line of Grassland Estates West, Section 7, an addition to the City of Midland, Midland County, Texas, according to the plat thereof recorded in Cabinet I, Page 104, Official Public Records, Midland County, Texas, and the Northerly right-of-way of said State Highway 158;

THENCE along the Northerly right-of-way of said State Highway 158 and along the Northwesterly line of City Ordinance 8214 and the Southwesterly line of said Grassland Estates West, Section 7 and the Southwesterly line of Grassland Estates West, Section 5, an addition to the City of Midland, Midland County, Texas, according to the plat thereof recorded in Cabinet G, Page 185, Official Public Records, Midland County, Texas the following:

South 59 deg 05 min 39 sec East, a distance of 1,593.76 feet to point for corner, said point being the beginning of a curve to the left, with a radius of 2804.79 feet, a central angle of 09 deg 21 min 40 sec, a chord bearing of South 63 deg 46 min 28 sec East, and a chord length of 457.74 feet;

Along said curve to the left, an arc distance of 458.25 feet to a point for corner;

THENCE South 14 deg 17 min 17 sec East, departing the Southwesterly line of said Grassland Estates West, Section 5, over and across said State Highway 158 and along the Westerly line of City Ordinance 7975, a distance of 376.27 feet to a point for corner;

South 75 deg 15 min 49 sec West, departing the Westerly line of said City Ordinance 7975 and continuing over and across said State Highway 158, a distance of 228.36 feet to the POINT OF BEGINNING.

CONTAINING within these metes and bounds 29.782 acres or 1,297,284 square feet of land, more or less. Bearings shown hereon are based upon an on-the-ground Survey performed in the field on the 24th day of May, 2019, utilizing a G.P.S. bearing related to the Texas Coordinate System, Texas Central Zone (4203), NAD 83, grid values from the City of Midland, Texas monuments numbers 4003 & 4004.

NOTICE OF CITY COUNCIL MEETING
300 North Loraine
Midland, Texas
December 13, 2022 – 10:00 AM
Council Chamber - City Hall

PURSUANT to Texas Government Code § 551.041 and Texas Tax Code § 312.201, notice is hereby given that a quorum of the City Council of the City of Midland, Texas, intends to be physically present for a meeting to be held in the Midland City Hall Council Chamber, 300 North Loraine Street, Midland, Texas, at 10:00 a.m. on December 13, 2022.

Among the items to be considered at the meeting will be the following:

> Hold a public hearing regarding whether to designate a 29.782-acre tract of land out of Section 35, Block 40, T-1-S, T&P RR Co. Survey, City and County of Midland, Texas (generally located at the northwest corner of the intersection of State Highway 191 and State Highway 158) as a reinvestment zone for commercial and industrial tax abatement purposes as authorized by Chapter 312 of the Texas Tax Code; and consider an ordinance designating said tract of land as Tax Abatement Reinvestment Zone Number 2023-01.

Respectfully Submitted,

Robert Patrick
City Manager

MEETING ASSISTANCE INFORMATION: The Midland City Hall and Council Chamber are wheelchair accessible. If you need special assistance to participate in this meeting, please contact the City Secretary's Office at (432) 685-7430. Notification 48 hours prior to the meeting will enable the City to make reasonable arrangements to ensure accessibility to this meeting.

City Council Meeting

Item Number: 13

Meeting Date: January 10, 2023 (December 13, 2022)

To: City Council / City Manager

From: Tina Jauz, Assistant City Manager

Subject: AN ORDINANCE OF THE CITY OF MIDLAND, TEXAS, DESIGNATING A 29.782-ACRE TRACT OF LAND OUT OF SECTION 35, BLOCK 40, T-1-S, T&P RR CO. SURVEY, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED AT THE NORTHWEST CORNER OF THE INTERSECTION OF STATE HIGHWAY 191 AND STATE HIGHWAY 158) AS TAX ABATEMENT REINVESTMENT ZONE NUMBER 2023-01 FOR COMMERCIAL AND INDUSTRIAL TAX ABATEMENT AS AUTHORIZED BY CHAPTER 312 OF THE TEXAS TAX CODE; ESTABLISHING THE BOUNDARIES THEREOF AND OTHER MATTERS RELATING THERETO; DECLARING FINDINGS OF FACT; AND PROVIDING A SAVINGS AND SEVERABILITY CLAUSE (DISTRICT 4) (CITY MANAGER)

Purpose:

Approve an ordinance on second reading regarding whether to designate a 29.782-acre tract of land out of Section 35, Block 40, T-1-S, T&P RR Co. Survey, City and County of Midland, Texas (generally located at the northwest corner of the intersection of State Highway 191 and State Highway 158) as a reinvestment zone for commercial and industrial tax abatement purposes as authorized by Chapter 312 of the Texas Tax Code; and consider an ordinance designating said tract of land as Tax Abatement Reinvestment Zone Number 2023-01.

Recommended City Council Action:

Approve

Fiscal Impact:

None at this time.

Discussion:

The public hearing was held at the December 13, 2022, city council meeting as the first step in designating a reinvestment zone. It follows the city council's approval of the Tax Abatement Steps (guidelines which, once approved, are in place for two years per the Texas Tax Code). A public notice was issued and all taxing entities were notified of the proposed reinvestment zone. If approved, following a second reading of the ordinance, the city will have the ability to enter into a Tax Abatement Agreement with any interested party. Any such agreement would be subject to city council approval.

Morris Williams Jr.

City Manager's Office

City Council Meeting

Item Number: 14

Meeting Date: January 10, 2023 (December 13, 2022)

To: City Council / City Manager

From: James Reber, Planner

Subject: AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO GRANT A SPECIFIC USE DESIGNATION WITHOUT TERM FOR LOT 1A, BLOCK 14, CRESTGATE ADDITION, SECTION 39, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED AT THE NORTHWEST CORNER OF THE INTERSECTION OF FIELDER STREET AND WEST LOOP 250 NORTH), WHICH IS PRESENTLY ZONED O-1, OFFICE DISTRICT, ALLOWING SAID PROPERTY TO BE USED FOR A VETERINARIAN CLINIC; MAKING SAID DESIGNATION SUBJECT TO CERTAIN CONDITIONS AND RESTRICTIONS CONTAINED HEREIN; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION (DISTRICT 1) (DEVELOPMENT SERVICES)

Purpose:

The applicant, Midland DCI, LLC, is requesting a Specific Use Designation without Term to operate a Veterinarian Clinic located at 3722 W. Loop 250.

Recommended City Council Action:

Approve

Fiscal Impact:

No City funds are required to process this request.

Current Zoning:

O1, Office District.

Surrounding Zoning and Land Use:

This property is currently zoned O1, Office District. The properties to the north are zoned TH, Townhouse Dwelling District. The properties to the east are zoned MF16, Multiple-Family Dwelling District. The properties to the west are zoned PD, Planned Development District. The properties to the south across W Loop 250 N are zoned SF2, Single-Family Dwelling District, and PD, Planned Development District.

Analysis:

The applicant is proposing to use the existing building on the lot for a Veterinarian Clinic. The property is currently vacant and is zoned O1, Office District. Per section 4.03 Use Chart of the zoning ordinance, a veterinarian clinic is allowed in the O1, Office District, with a Specific Use Designation without Term.

The site plan (Exhibit A) provided shows the customer parking will be available on the east and west side of the building. There is an existing 3,435 square foot building that will only be used as the clinic. Of this square footage, there is a maximum floor area of 3,214 square feet. Animals will not be staying overnight. A total of 10 parking spaces are provided, of which 1 will be accessible spaces.
The site currently has adequate parking, access, and internal circulation.

The proposed hours of operation are the following:

Monday through Friday, 8:00 a.m. to 5:00 p.m.

They will need to comply with Section 5.05, Nonresidential Zoning District Dimensional Regulations Chart and Chapter 9-Landscaping Regulations.

Engineering: (Approved)

No objections. [For Applicant’s Information Only.]

Transportation: (Approved)

No objections. [For the Applicant’s information only.]

Building Code: (Approved)

No objections.

Fire: (Approved)

No objections.

Planning: (Approved)

No objections.

The Future Land Use Map in the Tall City Tomorrow Comprehensive Plan calls for Urban-High uses in this area, encompassing a higher mix of housing types, major commercial, office and services uses, and limited industrial in suitable locations. These areas improve economic performance and opportunities for social interaction by locating diverse and complementary uses in close proximity. Therefore, the new veterinarian clinic fits the recommendations of the Tall City Tomorrow Comprehensive Plan.

This request was recommended for approval at the November 21, 2022, Planning and Zoning Commission meeting.

This request meets all requirements; therefore, staff recommends approval of the request of the Specific Use Designation without Term for a Veterinarian Clinic, subject to conditions A and B.

Conditions:

A. That the Veterinarian Clinic shall significantly conform to the Site Plan (Exhibit A) which is attached hereto and incorporated herein for all purposes.

B. That the applicant shall obtain a Certificate of Occupancy prior to the commencement of the Veterinarian Clinic to ensure that the conditions of this permit are satisfied

Letters of Objection:

As of December 7, 2022, staff has not received any letters of objection.

Attachments:

Site Plan (Exhibit A)
Application
Maps

Morris William Jr.

City Manager's Office

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO GRANT A SPECIFIC USE DESIGNATION WITHOUT TERM FOR LOT 1A, BLOCK 14, CRESTGATE ADDITION, SECTION 39, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED AT THE NORTHWEST CORNER OF THE INTERSECTION OF FIELDER STREET AND WEST LOOP 250 NORTH), WHICH IS PRESENTLY ZONED O-1, OFFICE DISTRICT, ALLOWING SAID PROPERTY TO BE USED FOR A VETERINARIAN CLINIC; MAKING SAID DESIGNATION SUBJECT TO CERTAIN CONDITIONS AND RESTRICTIONS CONTAINED HEREIN; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION

WHEREAS, the City Planning and Zoning Commission and the Governing Body of the City of Midland, Texas, in compliance with the City Charter, the City Code, and State law, have given the requisite notices by United States mail, publication and otherwise; and after holding due hearings affording a full and fair hearing to all of the property owners generally, and particularly to those interested persons situated in the affected area and in the vicinity thereof, the Governing Body of the City of Midland finds that the public convenience will be best served by granting a Specific Use Designation Without Term for Lot 1A, Block 14, Crestgate Addition, Section 39, City and County of Midland, Texas (the "Property"), as set out hereinafter;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MIDLAND, TEXAS:

SECTION ONE. That the Zoning District Map of the City of Midland, Texas, is hereby amended to grant the Property a Specific Use Designation Without Term for a veterinarian clinic (the "Specific Use"), together with the uses permitted in the present O-1, Office District.

SECTION TWO. That the Property shall be subject to the following conditions and restrictions:

A. That the use of the Property for the Specific Use shall significantly conform to the site plan, which is attached hereto as Exhibit "A" and incorporated herein for all purposes.

B. That the applicant shall obtain a Certificate of Occupancy prior to using the Property for the Specific Use to ensure that the conditions of this Specific Use Designation Without Term are satisfied.

SECTION THREE. The provisions of this ordinance are to be cumulative of all other ordinances or parts of ordinances governing or regulating the same subject matter as that covered herein; provided, however, that all prior ordinances or parts of ordinances, inconsistent with or in conflict with any of the provisions of this ordinance are hereby expressly repealed to the extent of any such inconsistency or conflict.

SECTION FOUR. If any section, subsection, sentence, clause or phrase of this ordinance is, for any reason, held to be unconstitutional or invalid, such holding shall not affect the validity of the remaining portions of this ordinance. The Council of the City of Midland hereby declares that it would have passed this ordinance and each section, subsection, sentence, clause, or phrase hereof irrespective of the fact that any one or more sections, subsections, sentences, clauses, or phrases be declared unconstitutional or invalid.

SECTION FIVE. The penalty for violation of this ordinance shall be in accordance with the general penalty provisions contained in Section 1-3-1 of the City Code of Midland, Texas, which provides for a fine not exceeding two thousand dollars ($2,000.00).

SECTION SIX. The City Secretary is hereby authorized and directed to publish the descriptive caption of this ordinance in the manner and for the length of time prescribed by the law as an alternative method of publication.

The above and foregoing ordinance was duly proposed, read in full and adopted on first reading, the _____ day of _____, A.D., 2022; and passed to second reading on motion of Council member _____, seconded by Council member _____, by the following vote:

Council members voting "AYE":

Council members voting "NAY":

The above and foregoing ordinance was read in full and finally adopted by the following vote upon motion of Council member _____, seconded by Council member _____, on the _____ day of _____, A.D., 2023, at a regular meeting of the City Council:

Council members voting "AYE":

Council members voting "NAY":

PASSED AND APPROVED THIS _____ day of _____, A.D., 2023.

_____
Lori Merritt Blong, Mayor

ATTEST:

_____
Amy M. Turner, City Secretary

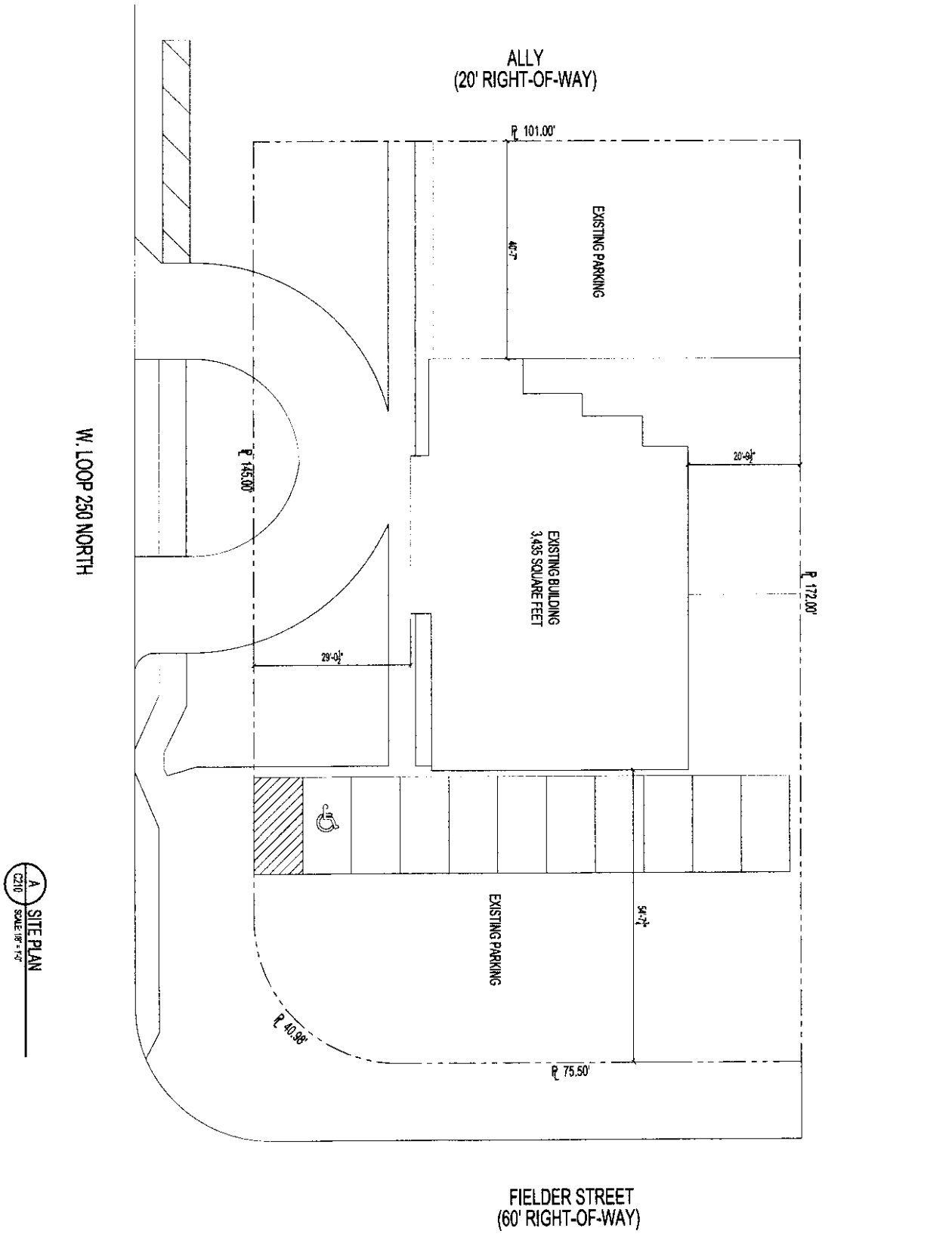
APPROVED AS TO CONTENT
AND COMPLETENESS:

_____
Charles Harrington, Director of Development Services

APPROVED ONLY AS TO FORM:

_____
John Ohnemiller, City Attorney

EXHIBIT "A"



1	PRELIMINARY PLANS	10/12/22

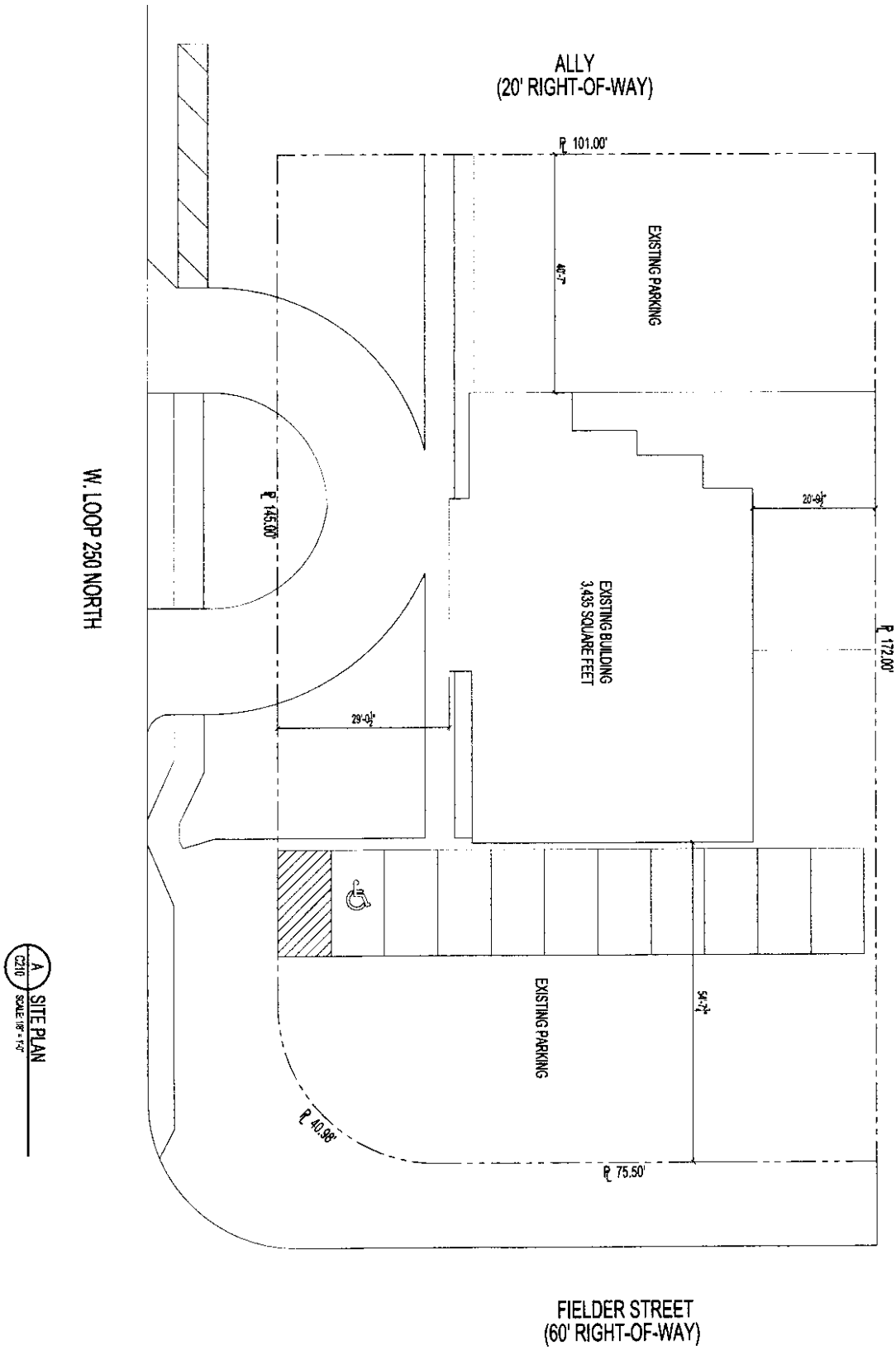
C.M. BUTLER CONSTRUCTION
3722 W LOOP 250 N
MIDLAND, TEXAS

PRELIMINARY PLAN
THESE DOCUMENTS ARE INTERIM REVIEW AND ARE NOT INTENDED FOR CONSTRUCTION AND/OR PERMITTING PURPOSES.

SITE PLAN
C210

Chad Wallers
432-352-0788
chad@midland-dci.com
www.midland-dci.com

DCI



1	PRELIMINARY PLANS	10/12/22

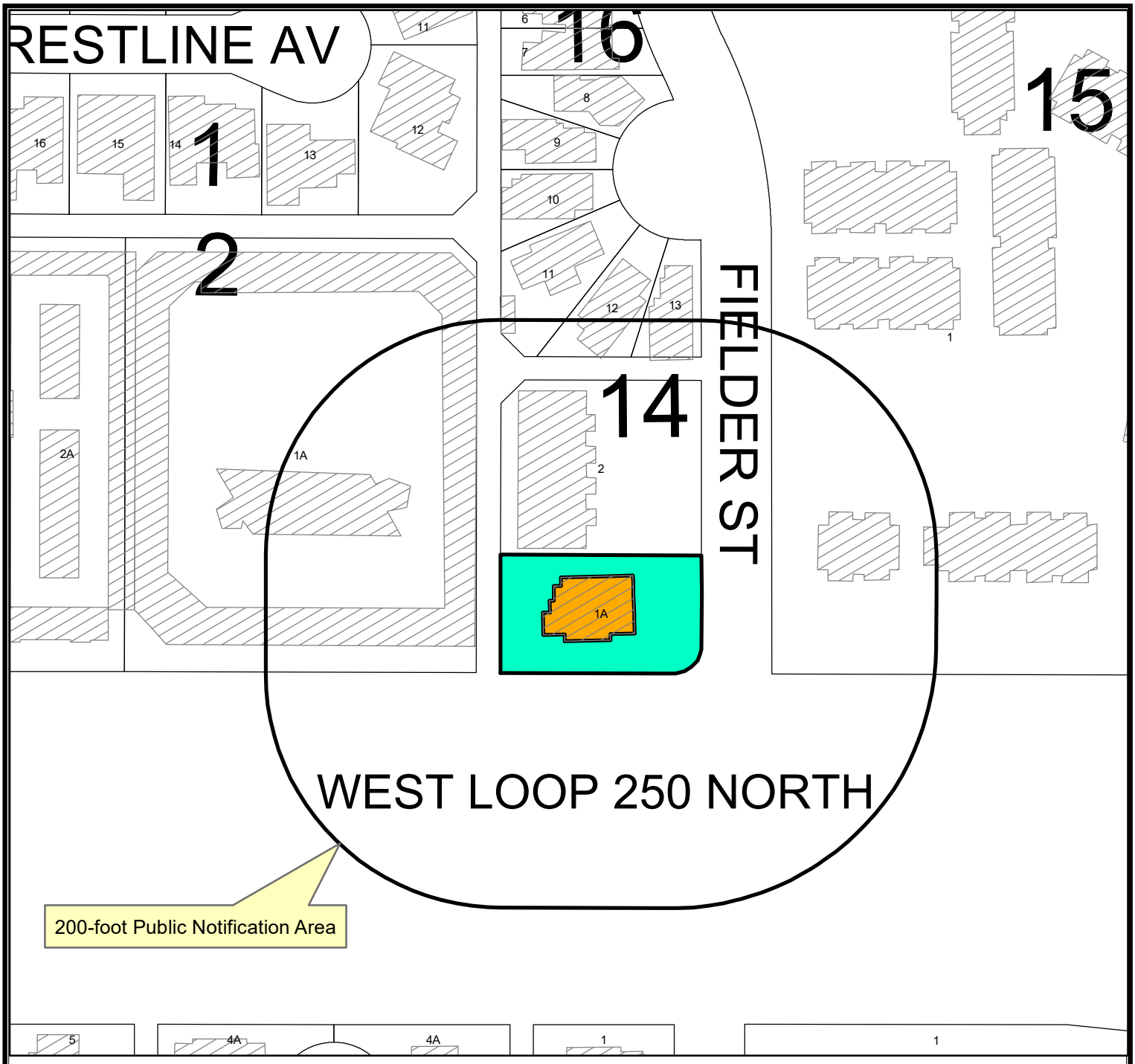
C.M. BUTLER CONSTRUCTION
3722 W LOOP 250 N
MIDLAND, TEXAS

PRELIMINARY PLAN
THESE DOCUMENTS ARE INTERIM REVIEW AND ARE NOT INTENDED FOR CONSTRUCTION AND/OR PERMITTING PURPOSES.

DCI
DESIGNERS · CONSULTANTS · INSPECTORS

Chad Wallers
432-352-0788
chad@midland-dci.com
www.midland-dci.com

SITE PLAN
C210



LOCATION MAP

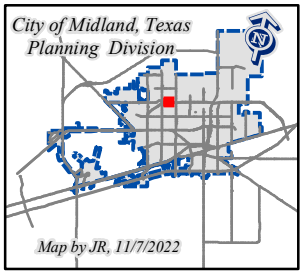
SUDwo-22-0032 **Scale: 1" = 150'**

Request by Midland DCI, LLC. for a Specific Use Designation without term for a veterinarian clinic, on Lot 1A, Block 14, Crestgate Addition, Section 39, City and County of Midland, Texas.

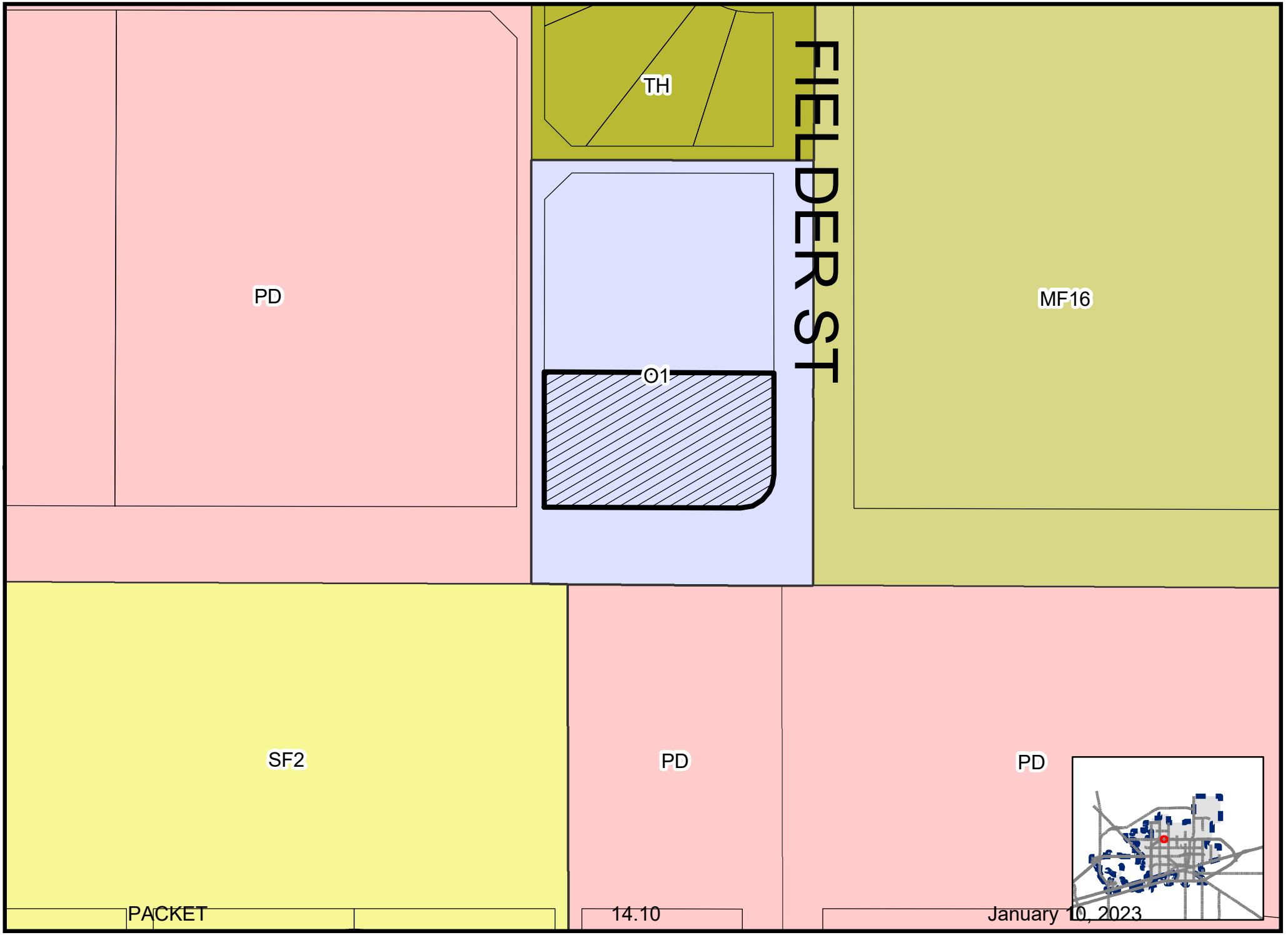
Generally located on the northwest corner of the intersection of Fielder Street and West Loop 250 North. (Council District 1)

LEGEND

- CITY LIMITS
- PARCEL
- PRIVATE BLDGS



©THE CITY OF MIDLAND - 2021
THIS DATA IS NOT A SUBSTITUTION FOR A SURVEY AND IS NOR IS IT DESIGNED TO BE USED AS A PRIMARY TOOL IN PERMITTING OR OTHER DECISIONS BASED SOLELY ON THE INFORMATION CONTAINED HEREIN.
THE CITY OF MIDLAND SHALL NOT BE RESPONSIBLE FOR ANY DECISIONS BASED UPON THE USE OF THIS DATA.



PACKET 14.10 January 10, 2023

Map By JR, 11/7/2022

SUDwo-22-0032

Scale: 1" = 130'

ZONING MAP

© THE CITY OF MIDLAND - 2021: THIS DATA IS NOT A SUBSTITUTION FOR A SURVEY PRODUCT, NOR IS IT DESIGNED TO BE USED AS A PRIMARY TOOL IN PERMITTING OR OTHER DECISIONS BASED SOLELY ON THE INFORMATION CONTAINED HEREIN. THE CITY OF MIDLAND SHALL NOT BE RESPONSIBLE FOR ANY DECISIONS BASED UPON THE USE OF THIS DATA.









MIDLAND
Planning Division

Specific Use Designation Application (Non-Alcohol)

Case Number: SUD wo-22-0032

Ord. Number: _____

Applicant *(if acting as Agent, see affidavit on page 2)* Printed Name: Chad Walters		Phone (432) 352-0788 Email chad@midland-dci.com	
Address 407 N Big Spring, Ste 204	City Midland	State TX	Zip 79701
Property Owner Printed Name: Sierra Strickland		Phone (432)5372132 Email sierra.strickland@legacyvet.us	
Address 1316 SCR 1069	City Midland	State TX	Zip 79706
Representative *(if different from Applicant or Property Owner)* Firm: Midland DCI, LLC Printed Name: Chad Walters		Phone (432)352-0788 Email chad@midland-dci.com	
Address 407 N Big Spring, Ste 204	City Midland	State TX	Zip 79701

Type of Permit:	*For Office Use Only* ☐ with Term ☐without Term
Is there any Code Enforcement action pending on property? ☐ Yes ☒ No	

Street Address: 3722 W Loop 250 N

Legal Description
Lot: 01A Block: 014 Subdivision: Crestgate Sec 39

Current Zoning: O1

Maximum Floor Area: 3,214 **Maximum Occupancy:** 50

Proposed hours and days of use or operation: M-F 8:00 am to 5:00 pm

Reason for request: Per Use chart 4.03 (198) Veterinarian Clinic, SUD required for O1 Zone District.

Applicant's opinion as to why the request will not adversely affect the public safety, health, morals, general welfare, and convenience: Animals will not be staying over night. No residential properties adjacent to lot.

Submittal and Fees
Items to be submitted with this application form:

- Application Fee – Payable to the 'City of Midland'
- Dimensioned Site Plan showing
  - Parking (if applicable)
  - Building Footprint
- Digital Copies of Site Plan (PDF/JPEG)

Signatures	
Applicant (signature):	Date: 8-18-22
Applicant (printed): Chad Walters	
Property Owner (signature): Sierra Strickland	Date: 8/29/2022
Property Owner (printed): Sierra Strickland	

The Specific Use Designation shall be considered officially received in the Planning office only when it has been submitted in full compliance with the provisions of Section 212 of the Texas Local Government Code and the Zoning Code of Ordinances of the City of Midland and when such required items for the application are also received.

All materials, including exhibits, submitted in support of an application, or displayed during a public hearing, shall remain the property of the City of Midland.

If an agent is authorized by the property owner to file and execute the application on behalf of the property owner, the agent must complete the affidavit below.

STATE OF TEXAS
COUNTY OF MIDLAND

Before me, the undersigned authority, on this day personally appeared CHRISTOPHER WALTERS who, being by me duly sworn, upon oath says: That (s)he is authorized by Sierra Strickland, the owner of the above described property, to fully represent him/her in this application and that (s)he had the legal right, power and authority to sign said owner's name hereto as his/her attorney in fact.

Authorized Agent (*signature*)

Subscribed and sworn to before me, this 17 day of OCTOBER, 2020, to certify which witness my hand and seal of office.

JAMES RUSSELL
Notary ID #133542996
My Commission Expires
January 20, 2026

NOTARY PUBLIC, MIDLAND COUNTY, TEXAS

FOR OFFICE USE ONLY

- ☑ Property Owner Authorization
- ☑ Application Fee
- Check # CreditCard
- ☑ Dimensioned Site Plan
- ☑ Site Plan in Digital Format (PDF/JPEG)

Received By: Emailed

Date: RECEIVED OCT 30 2022

BY: .....

Approved by Jiz

****Application will not be considered for scheduling until reviewed by a planner.****

City Council Meeting

Item Number: 15

Meeting Date: January 10, 2023 (December 13, 2022)

To: City Council / City Manager

From: Landon Ochoa, Planner

Subject: **AN ORDINANCE GRANTING A SPECIAL EXCEPTION FOR LOT 21, BLOCK 22, CRESTGATE ADDITION, SECTION 36, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED AT THE NORTHEAST CORNER OF THE INTERSECTION OF NORTH MIDLAND AND BLUEBIRD LANE), BY PERMITTING AN INCREASED MAXIMUM HEIGHT OF AN ACCESSORY BUILDING; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); ORDERING RECORDATION BY THE CITY SECRETARY IN THE DEED RECORDS OF MIDLAND COUNTY, TEXAS; AND ORDERING PUBLICATION (DISTRICT 1) (DEVELOPMENT SERVICES)**

Purpose:

The applicant, Lonnie Phillips, is requesting a Special Exception from the City of Midland Zoning Ordinance, *Section 4.09 – Accessory Buildings and Uses, concerning the height of an accessory building for the property located at 5206 N. Midland.*

Recommended City Council Action:

Approve

Fiscal Impact:

No City funds are required to process this request.

Discussion:

The property is located at 5206 N Midland Drive and is the location of Fellowship Community Church. The property is currently zoned AE, Agricultural Estate District.
The applicant is requesting a special exception to allow for an accessory structure to be

constructed taller than the principal structure as shown on the site plan and elevation (Exhibit A). The new structure is a roof cover for the basketball court that is located adjacent to the church. The church is 20 feet tall while the proposed roof cover for the basketball court is 24 feet and 6 inches, therefore it will have a difference in height of 4 feet 6 inches. Although this does not represent a hardship it does provide a shade structure for a recreational use.

Per our City of Midland Zoning Ordinance, *Section 4.09 – Accessory Buildings and Uses, concerning the height of an accessory building:*

B. Accessory Buildings and Use Limitations
5. In the nonresidential districts, an Accessory Building shall not exceed the height of the principal building and shall not exceed 50 percent of the floor area of the principal building and shall be used for purposes accessory and incidental to the main use.

This request has been circulated to all pertinent City departments for review. Below are the departments' comments.

Fire: (Approved)

No objections

Building: (Approved)

No issues. All future structures must adhere to the 2018 International Building Codes, the 2015 International Energy Code, the 2020 NEC requirements, the 2015 International Fire Codes, local city ordinances, zoning requirements, established setbacks, and floodplain requirements if necessary. Code versions are subject to change depending on time of new code edition adoption in the City of Midland and date of permit application.

Engineering: (Approved)

No objections. [For Applicant's Information Only.] Site drainage, utilities, driveway access, and traffic circulation may be adjusted during construction drawing review as necessary to receive building permit approval from Engineering and Traffic Operations. [For Applicant's Information Only.]

Code: (Approved)

No Oil and Gas issues.

Transportation: (Approved)

Site drainage, utilities, driveway access, and traffic circulation may be adjusted during construction drawing review as necessary to receive building permit approval from Engineering and Traffic Operations. [For the Applicant's information only.] No objection to zone change. [For the Applicant's information only.]

Planning (Approved):

Planning Analysis:

As this request represents a deviation from the existing Zoning Ordinance, staff recommends approval of this application for a Special Exception to the City of Midland Zoning Ordinance, 4.09. Accessory Buildings and Uses for an allowable maximum height of an accessory building to be taller than the principal structure at a maximum height of 24’ 6” tall.

Should the City Council approve this request, the property shall be subject to conditions A and B:

Conditions:

A. **That Property shall significantly conform to the conditions shown in Exhibit “A”, which is attached hereto and incorporated herein.**

B. **That the maximum allowable height of the accessory building shall be Twenty-four feet and six inches (24’ 6”).**

Letters of Objection:

Staff has not received any letters of objection as December 7, 2022.

Attachments:

Application
Site Plan (Exhibit A)
Maps

.

Morris William Jr.

City Manager’s Office

ORDINANCE NO. _____

AN ORDINANCE GRANTING A SPECIAL EXCEPTION FOR LOT 21, BLOCK 22, CRESTGATE ADDITION, SECTION 36, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED AT THE NORTHEAST CORNER OF THE INTERSECTION OF NORTH MIDLAND AND BLUEBIRD LANE), BY PERMITTING AN INCREASED MAXIMUM HEIGHT OF AN ACCESSORY BUILDING; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); ORDERING RECORDATION BY THE CITY SECRETARY IN THE DEED RECORDS OF MIDLAND COUNTY, TEXAS; AND ORDERING PUBLICATION

WHEREAS, the City Council modified the authority of the Board of Adjustment in Title XI, Chapter 1, Section 7 ("Section 11-1-7") of the Midland City Code; and

WHEREAS, Section 11-1-7 provides for the consideration of requests for special exceptions to the Midland Zoning Ordinance; and

WHEREAS, the Council finds that satisfactory evidence has been presented that the use to be authorized by the granting of the special exception will not be detrimental to the health, safety, comfort and welfare of the occupants of the land area near the tract on which the use to be allowed by special exception will be located; and

WHEREAS, the Council finds that it is clearly and specifically authorized by the terms of Section 11-1-7 to grant such a special exception, and said exception will be in harmony with the general purposes and intent of the zoning provisions of the Midland City Code; and

WHEREAS, after a full and fair public hearing at which all parties in interest were offered an opportunity to be heard, all pursuant to law, the Council finds it to be in the public interest to grant a special exception to the Zoning Ordinance, pursuant to Section 11-1-7, for the purposes herein stated, subject to special conditions;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MIDLAND, TEXAS:

SECTION ONE. That a special exception is hereby granted for the property described as Lot 21, Block 22, Crestgate Addition, Section 36, City and County of Midland, Texas. Said special exception shall allow an increased maximum height of an accessory building.

SECTION TWO. Said special exception is subject to the following special conditions:

A. That the maximum height of the accessory building shall be twenty-four feet six inches (24' 6").

B. That the Property shall significantly conform to Exhibit "A", which is attached hereto and incorporated herein for all purposes.

SECTION THREE. The provisions of this ordinance are to be cumulative of all other ordinances or parts of ordinances governing or regulating the same subject matter as that covered herein; provided, however, that all prior ordinances or parts of ordinances inconsistent with or in conflict with any of the provisions of this ordinance are hereby expressly repealed to the extent of any such inconsistency or conflict.

SECTION FOUR. If any section, subsection, sentence, clause or phrase of this ordinance is, for any reason, held to be unconstitutional or invalid, such holding shall not affect the validity of the remaining portions of this ordinance. The Council of the City of Midland hereby declares that it would have passed this ordinance and each section, subsection, sentence, clause, or phrase hereof irrespective of the fact that any one or more sections, subsections, sentences, clauses, or phrases be declared unconstitutional or invalid.

SECTION FIVE. The penalty for violation of this ordinance shall be in accordance with the general penalty provisions contained in Section 1-3-1 of the City Code of Midland, Texas, which provides for a fine not exceeding two thousand dollars ($2,000.00).

SECTION SIX. The City Secretary is hereby authorized and directed to file this ordinance with the Office of the County Clerk for purposes of recordation.

SECTION SEVEN. The City Secretary is hereby authorized and directed to publish

the descriptive caption of this ordinance in the manner and for the length of time prescribed by the law as an alternative method of publication.

The above and foregoing ordinance was duly proposed, read in full and adopted on first reading, the _____ day of _____, A.D., 2022; and passed to second reading on motion of Council member _____, seconded by Council member _____, by the following vote:

Council members voting "AYE":

Council members voting "NAY":

The above and foregoing ordinance was read in full and finally adopted by the following vote upon motion of Council member _____, seconded by Council member _____, on the _____ day of _____, A.D., 2023, at a regular meeting of the City Council:

Council members voting "AYE":

Council members voting "NAY":

PASSED AND APPROVED THIS _____ day of _____, A.D., 2023.

_____
Lori Merritt Blong, Mayor

ATTEST:

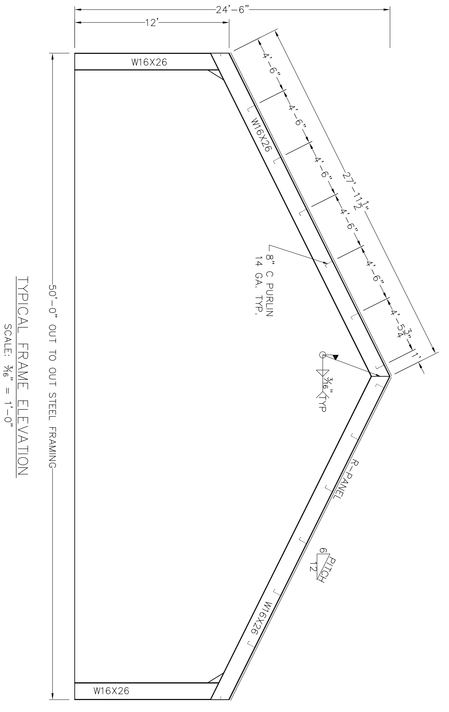
_____
Amy M. Turner, City Secretary

APPROVED AS TO CONTENT
AND COMPLETENESS:

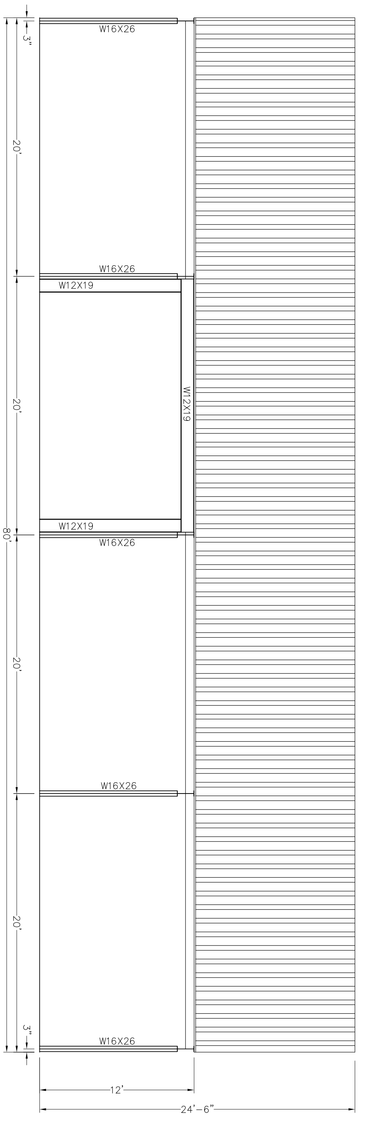
_____
Charles Harrington, Director of Development Services

APPROVED ONLY AS TO FORM:

_____
John Ohnemiller, City Attorney



TYPICAL FRAME ELEVATION
SCALE: 3/16" = 1'-0"



TYPICAL SIDE WALL ELEVATION
SCALE: 3/16" = 1'-0"

NOTES:

1. ALL SECONDARY FRAMING, IE. WALL GIRTS, ROOF PURLINS, VERTICAL PURLINS ARE 8" BY 14 GA. C PURLIN. 8" BY 14 GA. Z PURLINS CAN ALSO BE USED.
2. SITE ERECTION SHALL BE ACCOMPLISHED BY A CERTIFIED WELDER TO THE LATEST AWS STANDARDS.
3. ALL WELDING ELECTRODES SHALL BE A233 CLASS E-70 SERIES.
4. MINIMUM WELDS ON PRIMARY STRUCTURAL MEMBERS SHALL BE 3/16" FILLET WELDS, UNLESS OTHERWISE SPECIFIED BY ENGINEER.
5. ALL C PURLINS SHALL BE ATTACHED WITH ANTI-ROLL CLIPS.
6. C PURLINS SHALL NOT BE WELDED DIRECTLY TO COLUMNS OR BEAMS.
7. MAXIMUM SPACING OF ROOF PURLINS SHALL BE 5'.

DRAWING NUMBER:	PROJECT NUMBER: BIE-22-230	PROJECT: JNL PO# M280475	Byrd's I Engineering
S-2		PBC 50' X 80' X 12' OPEN BUILDING STRUCTURAL ELEVATIONS 5206 MILDLAND DR., MIDLAND, TEXAS	SUZANNE C. BYRD, P.E. 3209 STATE HIGHWAY 278 TUCUMCARI, NM 88401 575-361-5800
	DRAWN BY: SCB	No. REVISION DATE	

STATE OF TEXAS
SUZANNE C. BYRD
86877
LICENSED
PROFESSIONAL ENGINEER
October 11, 2022

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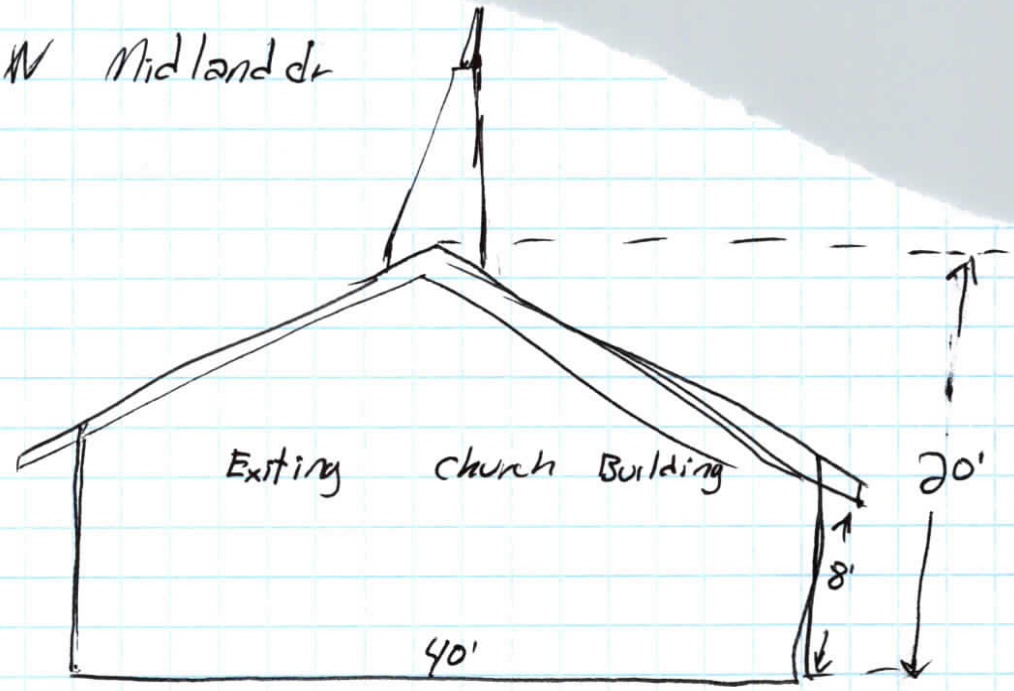
Address 5206 W Midland dr



Existing Building with Attached Building is 6640 sf

Existing Building is 20' Tall

New Propose Roof cover is 24'6" Tall
To be built on the Back side of Main Building (East)

MIDLAND Planning Division

Special Exception Application

Project Number: E-22-0088

Case Number: _____

Applicant *(if acting as Agent, see affidavit on page 2)* Printed Name: Lonnie Phillips		Phone (432) 269-0141 Email lonniephillips4@gmail.com	
Address 5206 N. Midland Dr.	City Midland	State Tx	Zip 79707

Property Owner Printed Name: Fellowship Community Church		Phone 432-699-6068 Email FCCmidland@sbcglobal.net	
Address 5206 North Midland Dr.	City Midland	State Tx	Zip 79707

Representative *(if different from Applicant or Property Owner)* Firm: Permian Basin Contractors Printed Name: George Wall		Phone (432) 550 7224 Email gw@permianbc.com	
Address 11220 Hwy 191	City Midland	State Tx	Zip 79707

Street Address: 5206 N Midland dr Midland Tx 79707

Legal Description
Lot: Block: Subdivision:

Current Zoning:

This property qualifies as an exception to the City Code because:

- ☐ It is an expansion of a nonconforming use.
- ☐ There are existing nonconforming structures in the area.
- ☐ The addition of architectural or other projections of a minor extent.

Reason for Request: Proposed Construction Exceeds Exiting Bolding hight Basketball court Roof cover.

Submittal and Fees

Items to be submitted with this application form:

- Application Fee – Payable to the 'City of Midland'
- Dimensioned Site Plan showing:
  - Parking
  - Building Footprint
- Digital Copies of Site Plan (PDF/JPEG)

Signatures	
Applicant (signature): L Phillips	Date: 10/25/2022
Applicant (printed): Lonnie Phillips	
Property Owner (signature): L Phillips	Date: 10/25/2022
Property Owner (printed): Lonnie Phillips	

The Special Exception shall be considered officially received in the Planning office only when it has been submitted in full compliance with the provisions of Section 212 of the Texas Local Government Code and the Zoning Code of Ordinances of the City of Midland and when such required items for the application are also received.

All materials, including exhibits, submitted in support of an application, or displayed during a public hearing, shall remain the property of the City of Midland.

If an agent is authorized by the property owner to file and execute the application on behalf of the property owner, the agent must complete the affidavit below.

STATE OF TEXAS
COUNTY OF MIDLAND

Before me, the undersigned authority, on this day personally appeared Gerardo Wall who, being by me duly sworn, upon oath says: That (s)he is authorized by Lonnie Phillips, the owner of the above described property, to fully represent him/her in this application and that (s)he had the legal right, power and authority to sign said owner's name hereto as his/her attorney in fact.

Authorized Agent (*signature*)

Subscribed and sworn to before me, this 26th day of October, 2022, to certify which witness my hand and seal of office.

KIM PATRICK
My Notary ID # 132955015
Expires March 4, 2025

Kim Patrick

NOTARY PUBLIC, MIDLAND COUNTY, TEXAS

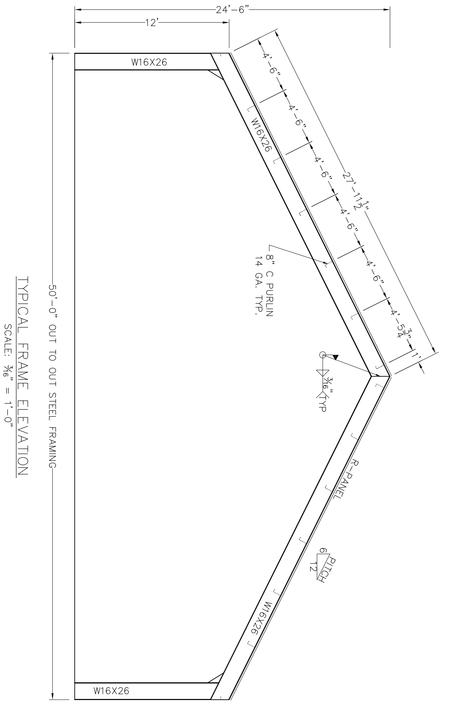
FOR OFFICE USE ONLY

- ☒ Property Owner Authorization
- ☒ Application Fee
- Check #_____
- ☒ Dimensioned Site Plan
- ☒ Plans in Digital Format (PDF/JPEG)

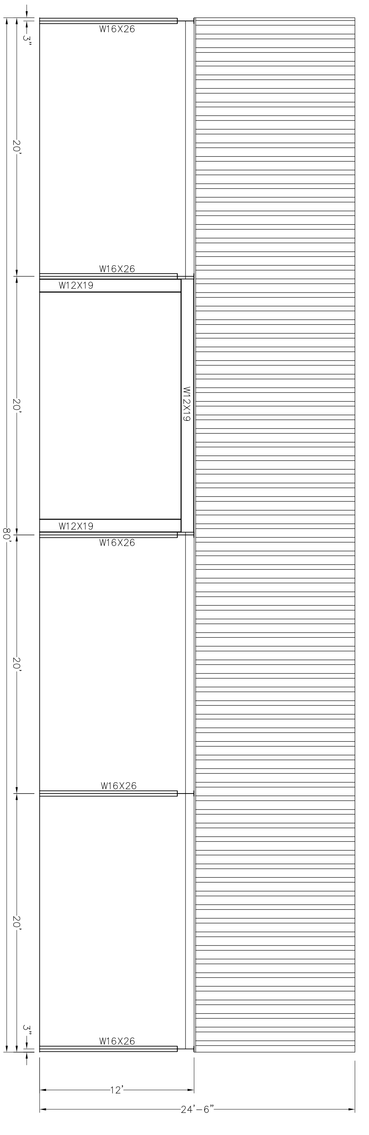
Received By: KM

Date: RECEIVED OCT 28 2022 BY:.....

****Application will not be considered for scheduling until reviewed by a planner.****



TYPICAL FRAME ELEVATION
SCALE: 3/16" = 1'-0"



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	STATE OF TEXAS · SUZANNE C. BYRD · 86877 · LICENSED · PROFESSIONAL ENGINEER October 11, 2022		
	DRAWN BY: SCB	No. REVISION DATE	

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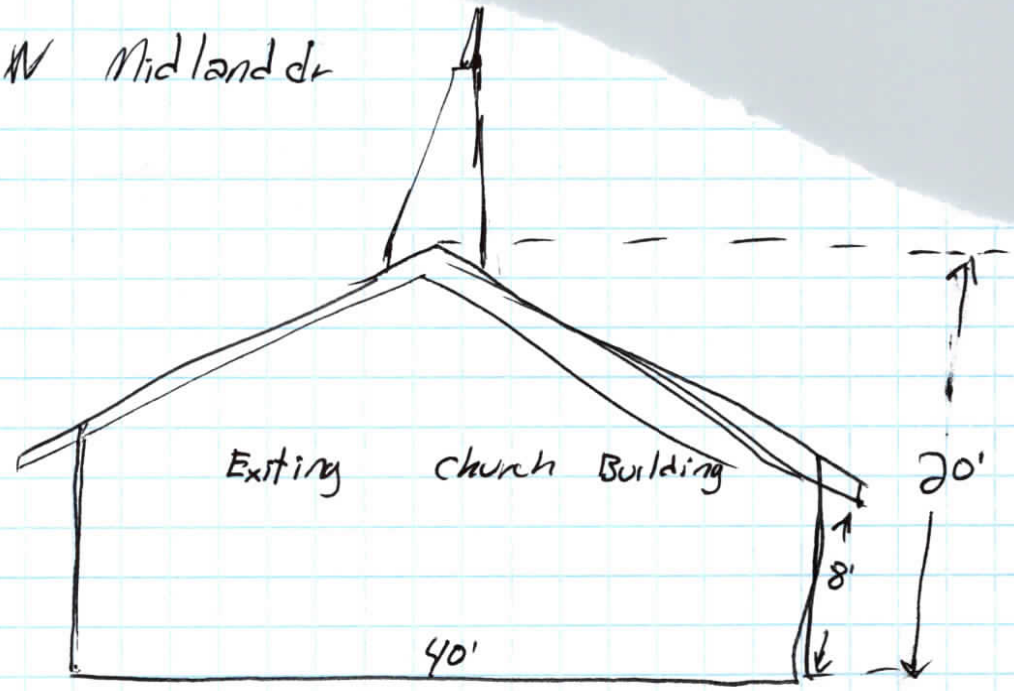

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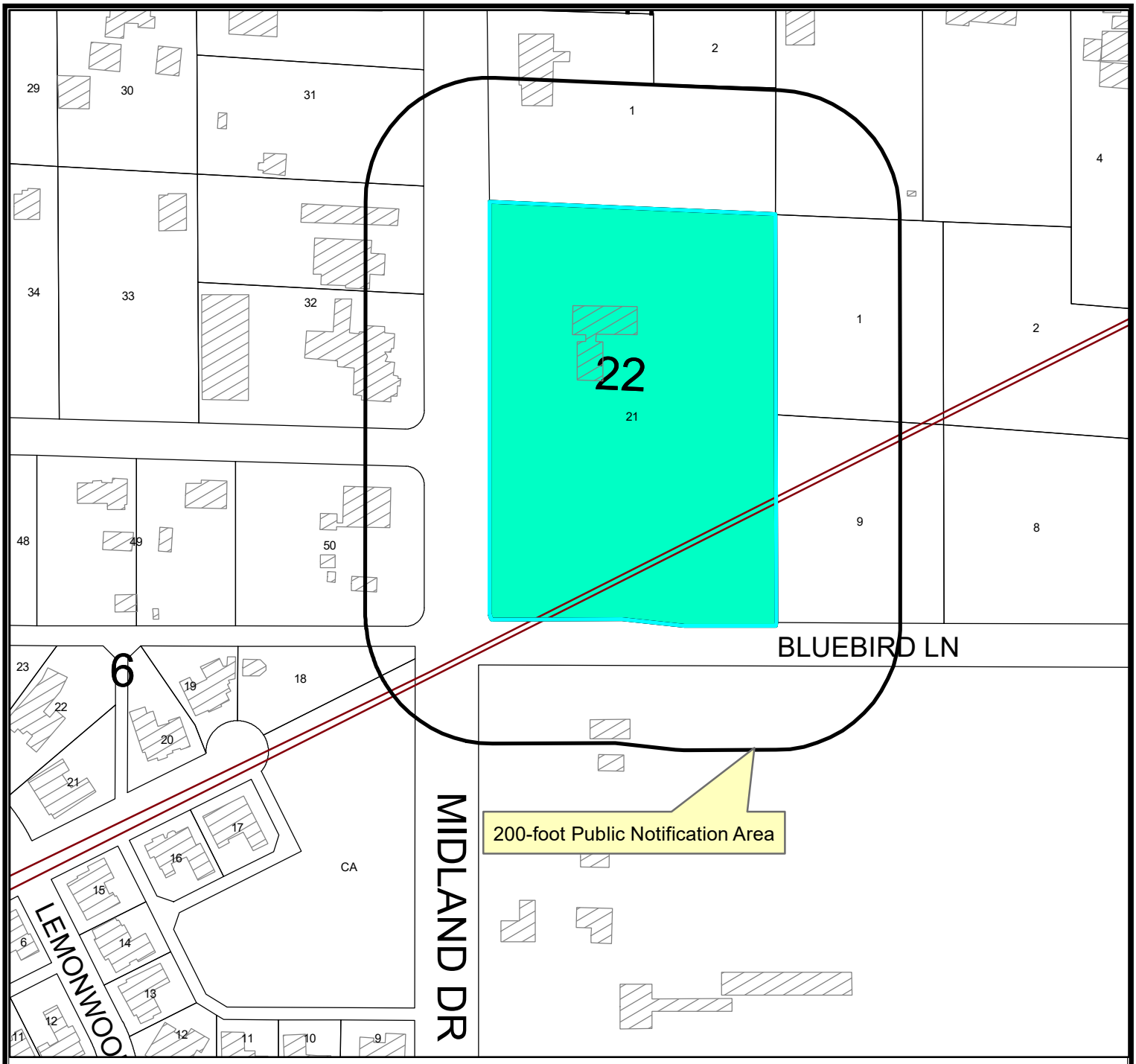


LOCATION MAP

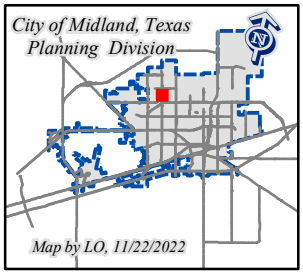
E-22-0088 **Scale: 1" = 2,761'**

Consider a request by Lonnie Phillips for a Special Exception from the City of Midland Zoning Ordinance, Section 4.09 – Accessory Buildings and Uses, concerning the height of an accessory building on Lot 21, Block 22, Crestgate Addition, Section 36, City and County of Midland, Texas.

Generally located on the northeast corner of the intersection of North Midland and Bluebird. (Council District 1)

LEGEND

- CITY LIMITS
- PARCEL
- PRIVATE BLDGS



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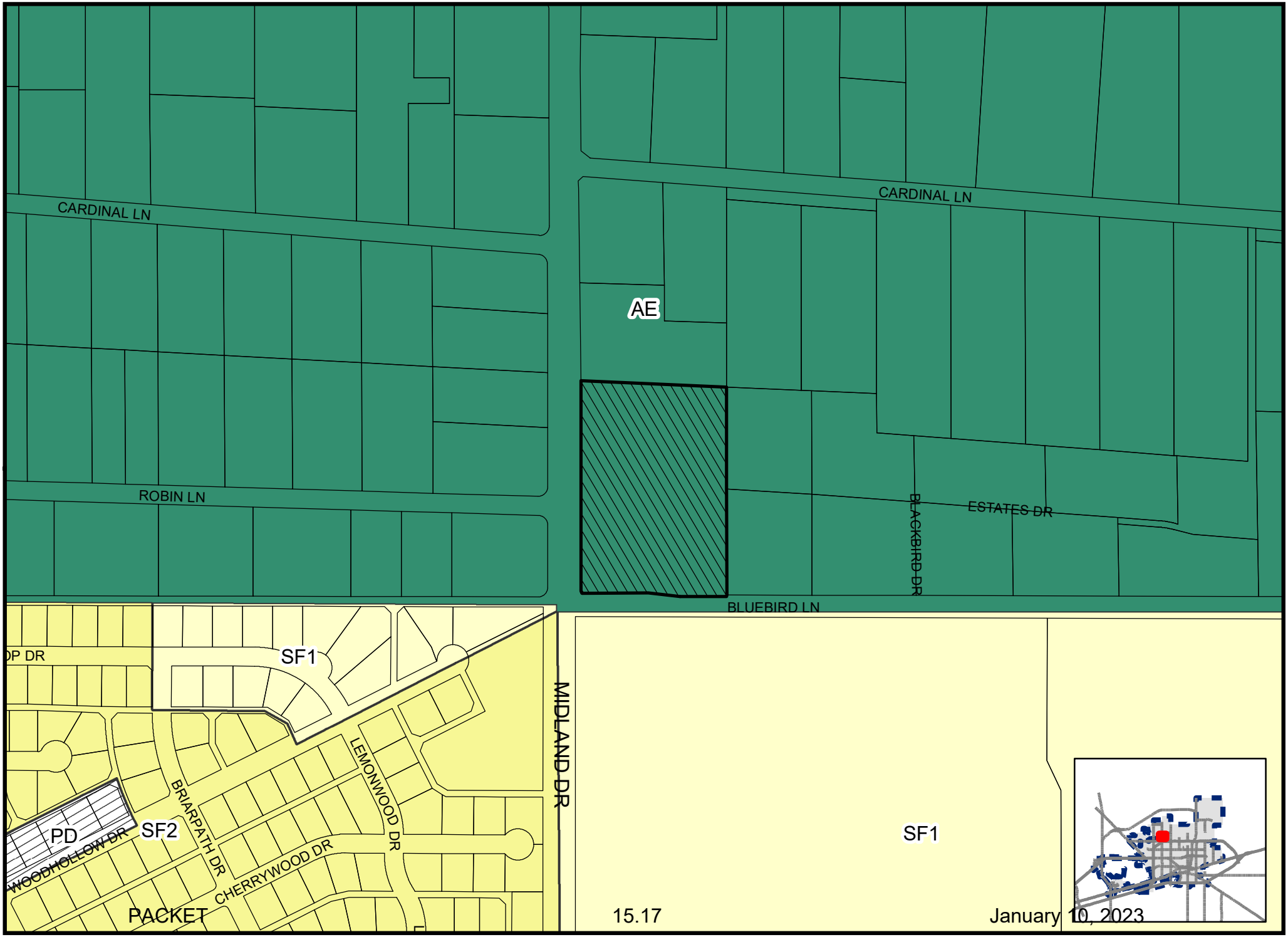

Map By LO, 11/28/2022

E-22-0088

Scale: 1" = 4,566'

ZONING MAP

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FELLOWSHIP
COMMUNITY
CHURCH



City Council Meeting

Item Number: 16

Meeting Date: January 10, 2023

To: City Council / City Manager

From: Landon Ochoa, Planner

Subject: AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE LOTS 1A AND 5, BLOCK 1, ROLLING GREEN ACRES ADDITION, SECTION 3, CITY AND COUNTY OF MIDLAND, TEXAS, FROM PD, PLANNED DEVELOPMENT DISTRICT FOR A TRANSITION DISTRICT TO AN AMENDED PD, PLANNED DEVELOPMENT DISTRICT FOR A TRANSITION DISTRICT (GENERALLY LOCATED ON THE NORTH SIDE OF EAST HIGHWAY 80, APPROXIMATELY 250 FEET WEST OF TODD DRIVE); CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION (DISTRICT 2) (DEVELOPMENT SERVICES)

Purpose:

The applicant, Green Acres Golf, LLC, is requesting a zone change from PD, Planned District for Transition District (Ordinance 9590) to PD, Planned District for Transition District to update their site plan to show a proposed go-kart track and maintenance garage.

Recommended City Council Action:

Approve

Fiscal Impact:

This request does not require any City funds.

Discussion:

Current Zoning:

PD, Planned District for Transition District (Ordinance 9590)

Surrounding Zoning and Land Use:

The property to the west is zoned PD, Planned District for Transition and is vacant. The property to the east is the location of a Dollar General. The property to the north is zoned AE, Agricultural Estate District and is currently vacant.

Analysis:

The applicant, Green Acres Golf, LLC, is requesting to amend their site plan to accommodate a proposed go-cart track and maintenance garage. The new site plan, attached hereto as Exhibit A, shows a design of a new Go-Kart track and a Go-Kart warehouse building. The existing miniature golf course, golf building, and arcade building will remain and are not being altered. The proposed site plan shows a total of 97 parking spaces, of which 5 of these parking spaces are accessible spaces. This site has adequate internal circulation.

The applicant will be required to adhere to the site plan review standards outlined within the City of Midland Zoning Ordinance Section 5.0, Non-residential Zoning District Dimensional Regulation Chart as well as Chapter 9, Landscape Regulations for future landscaping.

This proposed zone change has been circulated to the respective City departments for internal review and their comments, conditions, and requirements are as follows:

Fire: (Approved)

No objections to zone change request.

Building: (Approved)

No issues. All future structures must adhere to the 2018 International Building Codes, the 2015 International Energy Code, the 2020 NEC requirements, the 2015 International Fire Codes, local city ordinances, zoning requirements, established setbacks, and floodplain requirements if necessary. Code versions are subject to change depending on time of new code edition adoption in the City of Midland and date of permit application.

Engineering: (Approved)

No objections to zone change. [For Applicant’s Information Only.] Site drainage, utilities, driveway access, and traffic circulation may be adjusted during construction drawing review as necessary to receive building permit approval from Engineering and Traffic Operations. [For Applicant’s Information Only.]

Code: (Approved)

No Oil and Gas issues.

Transportation: (Approved)

Site drainage, utilities, driveway access, and traffic circulation may be adjusted during construction drawing review as necessary to receive building permit approval from Engineering and Traffic Operations. [For the Applicant's information only.] No objection to zone change. [For the Applicant's information only.]

Planning:

This request is in compliance with the Tall City Tomorrow Comprehensive Plan, Chapter 3 An Integrated Land Use Vision, "Future Land Use Map" as it designates this area for Employment Reserve, a classification which calls for centers with major office and business uses. In addition to *Chapter 6-Character Plan Goal 4, which is to* "Encourage the development of places where Midland residents can gather and socialize to build connections." (Tall City Tomorrow page 137) This zone change amendment would promote and provide Midland residents with a unique outdoor social gathering experience.

This request was approved at the December 19, 2022, Planning and Zoning meeting.

Therefore, staff recommends approval of this zone change from PD, Planned District for Transition District (Ordinance 9590) to PD, Planned District for Transition District subject to conditions A through E.

Conditions:

A. **That the use and development of the property shall conform to the regulations of the LR, Local Retail District.**

B. **That the use of the property for a miniature golf course, Go-Kart track and Go-Kart garage shall be permitted.**

C. **That this property shall conform to the site plan, which are attached hereto and incorporated herein as Exhibits "A".**

D. **That the landscaping shall conform to the regulations set forth in Title XI, Chapter 9 of the City Code.**

E. **That all signage shall conform to the City of Midland Sign Code.**

Letters of Objection:

Staff has not received any letters of objection as of January 5, 2023.

Attachments:

Application
Site Plan (Exhibit A)
Maps

City Manager's Office

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE LOTS 1A AND 5, BLOCK 1, ROLLING GREEN ACRES ADDITION, SECTION 3, CITY AND COUNTY OF MIDLAND, TEXAS, FROM PD, PLANNED DEVELOPMENT DISTRICT FOR A TRANSITION DISTRICT TO AN AMENDED PD, PLANNED DEVELOPMENT DISTRICT FOR A TRANSITION DISTRICT (GENERALLY LOCATED ON THE NORTH SIDE OF EAST HIGHWAY 80, APPROXIMATELY 250 FEET WEST OF TODD DRIVE); CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION

WHEREAS, the City Planning and Zoning Commission and the Governing Body of the City of Midland, in compliance with the City Charter, the City Code, and State law, have given the requisite notices by United States mail, publication and otherwise; and after a full and fair hearing to all of the property owners generally and particularly to those interested persons situated in the affected area and in the vicinity thereof, the Governing Body finds that the public health, safety and general welfare will be best served by rezoning Lots 1A and 5, Block 1, Rolling Green Acres, Section 3, City and County of Midland, Texas (the "Property") to an amended PD, Planned Development District for a Transition District and adopting a site plan therefor, as set out hereinafter;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MIDLAND, TEXAS:

SECTION ONE. That the Zoning District Map of the City of Midland, Texas, is hereby amended to rezone the Property from PD, Planned Development District for a Transition District to an amended PD, Planned Development District for a Transition District.

SECTION TWO. That the base zoning district to which the use and development of the Property shall conform, except as modified by Section Three of this ordinance, is the LR, Local Retail District.

SECTION THREE. That a site plan, which is attached hereto as Exhibit "A" and incorporated herein for all purposes, is hereby adopted, and the use and development of the Property shall be subject to the following conditions and restrictions:

A. That the use and development of the Property shall significantly conform to the site plan attached hereto as Exhibit "A".

B. That the use of the Property for a miniature golf course, go-kart track, and go-kart garage shall be permitted.

C. That the landscaping shall conform to the regulations set forth in Title XI, Chapter 9 of the City Code.

D. That all signage shall conform to the regulations set forth in Title XI, Chapter 7a of the City Code.

SECTION FOUR. That the definitions given in the zoning regulations contained in the City Code of the City of Midland, Texas, shall be applicable to such of those terms as are used herein.

SECTION FIVE. The provisions of this ordinance are to be cumulative of all other ordinances or parts of ordinances governing or regulating the same subject matter as that covered herein; provided, however, that all prior ordinances or parts of ordinances inconsistent with or in conflict with any of the provisions of this ordinance are hereby expressly repealed to the extent of any such inconsistency or conflict.

SECTION SIX. If any section, subsection, sentence, clause or phrase of this ordinance is, for any reason, held to be unconstitutional or invalid, such holding shall not affect the validity of the remaining portions of this ordinance. The Council of the City of Midland hereby declares that it would have passed this ordinance and each section, subsection, sentence, clause, or phrase hereof irrespective of the fact that any one or more sections, subsections, sentences, clauses, or phrases be declared unconstitutional or invalid.

SECTION SEVEN. The penalty for violation of this ordinance shall be in accordance with the general penalty provisions contained in Section 1-3-1 of the City Code of Midland, Texas, which provides for a fine not exceeding two thousand dollars

($2,000.00).

SECTION EIGHT. The City Secretary is hereby authorized and directed to publish the descriptive caption of this ordinance in the manner and for the length of time prescribed by the law as an alternative method of publication.

The above and foregoing ordinance was duly proposed, read in full and adopted on first reading, the _____ day of _____, A.D., 2023; and passed to second reading on motion of Council member _____, seconded by Council member _____, by the following vote:

Council members voting "AYE":

Council members voting "NAY":

The above and foregoing ordinance was read in full and finally adopted by the following vote upon motion of Council member _____, seconded by Council member _____, on the _____ day of _____, A.D., 2023, at a regular meeting of the City Council:

Council members voting "AYE":

Council members voting "NAY":

PASSED AND APPROVED THIS _____ day of _____, A.D., 2023.

_____
Lori Merritt Blong, Mayor

ATTEST:

_____
Amy M. Turner, City Secretary

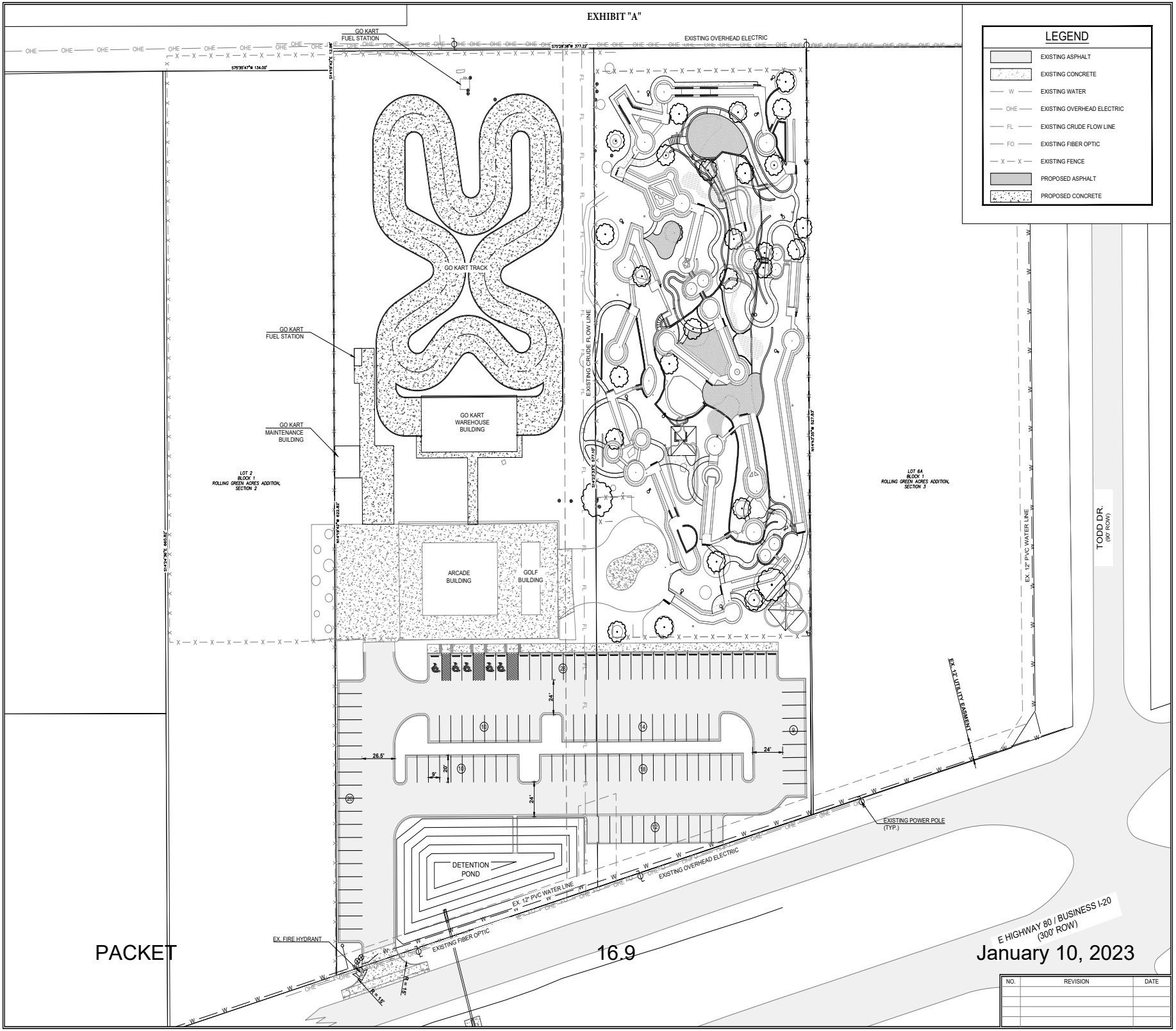
APPROVED AS TO CONTENT
AND COMPLETENESS:

_____
Charles Harrington, Director of Development Services

APPROVED ONLY AS TO FORM:

_____
John Ohnemiller, City Attorney

EXHIBIT "A"



NEWTON ENGINEERING, PC
3209 Caldera Blvd.
Midland, Texas 79705
(432) 770-0499
F-13856
2500 E. 8th St.
Odessa, Texas 79761
(432) 935-0707

GREEN ACRES FAMILY FUN
MIDLAND, TX

PLANNED DEVELOPMENT SITE PLAN

NO.	REVISION	DATE

Project No. 20-ME02101
Date: JUN 2020
Drawn By: CBD
Checked By: JMN
Scale:

Sheet: 01

MIDLAND
Planning Division

Zone Change/Planned District Amendment/Site Plan Approval

Project Number: Z-22-0314

Case Number:

Applicant *(if acting as Agent, see affidavit on page 2)* Printed Name: Green Acres Golf, LLC		Phone ( ) Email	
Address P.O. Box 52268	City Midland	State TX	Zip 79710

Property Owner Printed Name: Same as applicant		Phone ( ) Email	
Address	City Midland	State TX	Zip 79710

Representative *(if different from Applicant or Property Owner)* Firm: Newton Engineering, PC Printed Name: Chase Dunnam		Phone (432) 559-5128 Email chase@newtoncivil.com	
Address 4501A Santa Rosa Dr.	City Midland	State TX	Zip 79707

Street Address: 2905 E. Hwy 80

Legal Description
Lot: 1A & 5 Block: 1 Subdivision: Rolling Green Acres Addition, Section 3

Current Zoning: PD	**Proposed Zone:** Amended PD *(List by tracts if more than one district is requested)*

Reason for Zone Change Request: Update site plan to show proposed go-cart track and maintenance garage

Present Use of Property: Mini Golf course/arcade

Proposed Use of Property: Adding a go-cart track and maintenance garage

How would this zone change affect the public health, safety and welfare? No change

Describe how conditions affecting the property have changed since present zoning designation: No change

Submittal and Fees
Items to be submitted with this application form:

- Application Fee – Payable to the 'City of Midland'
- Dimensioned Site Plan
- Digital Copies of Site Plan (PDF/JPEG)

Signature *(by property owner only – authorized agent must sign affidavit below)*	
Applicant (signature):	Date: 11/17/22
Applicant (printed): Jeff Beard	
Property Owner (signature):	Date: 11/17/22
Property Owner (printed) : Jeff Beard	

The Zone Change/Planned District Amendment/Site Plan Approval shall be considered officially received in the Planning office only when it has been submitted in full compliance with the provisions of Section 212 of the Texas Local Government Code and the Zoning Code of Ordinances of the City of Midland and when such required items for the application are also received.

All materials, including exhibits, submitted in support of an application, or displayed during a public hearing, shall remain the property of the City of Midland.

STATE OF TEXAS
COUNTY OF MIDLAND

Before me, the undersigned authority, on this day personally appear Jeff Beard who, being by me duly sworn, upon oath says: That (s)he is the owner of _____ or authorized by Green Acres, the owner of the above described property, to fully represent him/her in this application and that (s)he had the legal right, power and authority to sign said owner's name hereto as his/her attorney in fact.

Authorized Agent (*signature*)

Subscribed and sworn to before me, this 17 day of November, 2022, to certify which witness my hand and seal of office.

Sandra Seutter
Notary Public
State Of Texas
Notary ID 130743597
Expires 07-19-2024

NOTARY PUBLIC, MIDLAND COUNTY, TEXAS

RECEIVED
NOV 17 2022

FOR OFFICE USE ONLY

- ☑ Property Owner Authorization
- ☑ Application Fee
- Check # 1235
- ☑ Dimensioned Site Plan
- ☑ Plans in Digital Format (PDF/JPEG)

BY: James Reber

Received By: James Reber Date: 11/17/22

Application will not be considered for scheduling until reviewed by a planner.



LOCATION MAP

Z-22--0314 **Scale: 1" = 3,387'**

Consider a request by Green Acres Golf, LLC for a zone change from PD, Planned District for Transition District to PD, Planned District for Transition District out of Lots 1A and 5, Block 1, Rolling Green Acres, Section 3, City and County of Midland, Texas.

Generally located on the north side of East State Highway 80, approximately 250-feet west of Todd Drive. (Council District 2)

LEGEND

- CITY LIMITS
- PARCEL
- PRIVATE BLDGS



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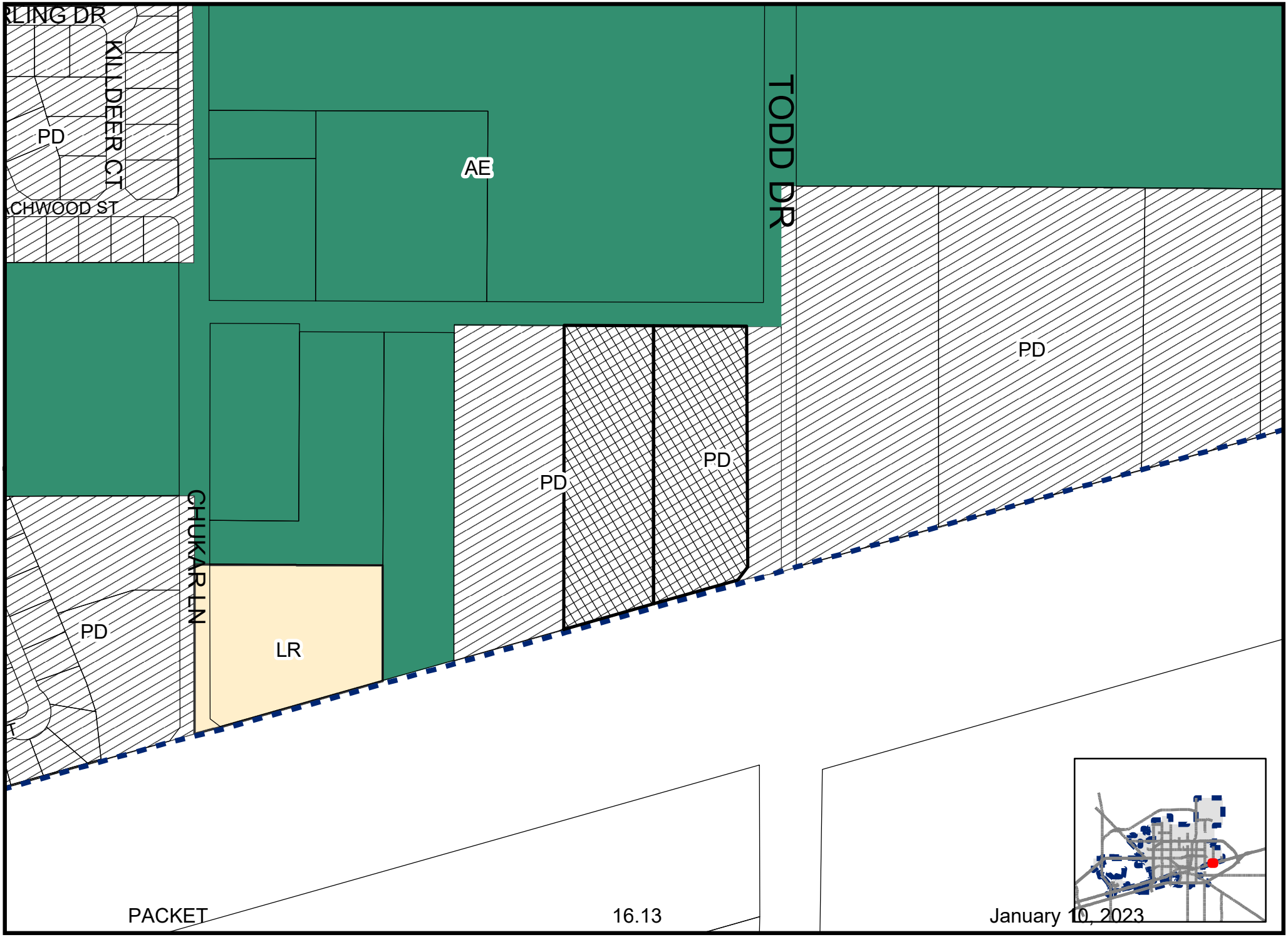

Map By LO, 12/21/2022

Z-22-0314

Scale: 1" = 2,744'

ZONING MAP

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2214


DOLLAR GENERAL





City Council Meeting

Item Number: 17

Meeting Date: January 10, 2023

To: City Council / City Manager

From: Ron Jenkins, Oil and Gas Coordinator

Subject: The proposed granting of an oil and gas well permit to MCM Operating, LLC ("Operator") for the drilling of the oil and gas well MB-7H; said well being generally located 485 feet south of Mockingbird Lane and 1,550 feet east of Holiday Hill Road (District 4) (Development Services)

Purpose:

The proposed granting of an oil and gas well permit to MCM Operating, LLC ("Operator") for the drilling of the oil and gas well MB-7H; said well being generally located 485 feet south of Mockingbird Lane and 1,550 feet east of Holiday Hill Road. Council may consider these permits following a 30-day public comment period and at a regularly scheduled meeting. No notices of objection received.

Recommended City Council Action:

Direction/Informational.

Fiscal Impact:

There is no cost to the City to process this application.

Discussion:

The Oil and Gas Advisory Committee has reviewed the well sites in detail and recommends approval. MCM Operating will be using 24 ft. tall sound walls on all sides of the well pad during drilling and fracing operations. Additionally, per sound survey will be utilizing portable 20 ft. tall sound walls installed on north and south sides for the frac pumps during fracing operations to further minimize concerns with sound. Tank battery located in the county on the west side of Holiday Hill Road. Previously received permits for additional wells on this site on July 27, 2021 and January 11, 2022. MCM Operating does have a surface agreement with the surface owner. Receiving support of the Oil & Gas Advisory Committee, MCM Operating is requesting the

following variances:

1. Requesting a variance to the hours of operation for fracture stimulations and to allow for frac operations to occur during a 24-hour period which will include the use a workover rig during the completion process following the fracing operations on the subject wells.

2. Requesting a variance to the landscaping plan, the proposed fencing plan provides adequate screening from adjacent roads and parcels. Additionally, MCM Operating, LLC will work with the surface owner/developer Los Conchos Ventures, LLC on future screening and landscaping.

3. Requesting a variance to have perimeter fence around entire pad site instead of the individual wellheads.

Attachments: Applications, Location maps, Exhibit - Drill site maps, Exhibit – Flow Line Location.

Meeting Date Display

Robert Patrick

City Manager's Office

MIDLAND
Planning Division

APPLICATION FOR OIL AND GAS PERMIT

(Pursuant to Midland City Ordinance No. 8769)

I. General Information

Date	Operator Name (must match W-1)	Operator Address
11/1/2022	MCM Operating, LLC	223 W. Wall Street, Suite 400 Midland, TX 79701

Representative Name	Representative Address (within Midland City Limits)	Rep. Tele. (432) 704-2500
Matthew Chitwood	223 W. Wall St,Ste. 400 Midland,TX	Rep. Fax
Fee: $4,000.00 Rec'd Yes_X_ No___	NOTE: All attachments need to bound and put in a binder before submitting.	Pages 1-4

Permit Compliance Contact (Choose 1):

Option A:

24/7 Answering Services - No. 1 (Tele.): **No. 2 (Tele.):**

Option B:

Company Compliance Representative (Name, Address, Local Telephone) ***(ATTACH STATEMENT AS EXHIBIT A):***

Emergency Contact Representative (Name, Address, 24-Hour Tele. No.):

Matthew Chitwood - (817) 675-6680 (Cell Phone)
223 W. Wall Street, Suite 400 Midland, TX 79701

Other Permitted Wells in City ***(ATTACH EXHIBIT B*** **[see § J(26)]).**

II. Mineral Ownership

Name(s) and Address(es) of Mineral Estate Lessors (under applicable lease):

1. Attached as Exhibit "C"
2.
3.

ATTACHED AS EXHIBIT C **is (a** ***Title Opinion by*** Dawson Parrish, PC ***, a licensed Texas Attorney/Title Commitment by Abstract Company/a Take-off from*** ***, a Certified Petroleum Landman/an opinion letter from*** ***,***
a licensed Texas Attorney) **indicating that [Operator] has a legal right to develop the mineral estate that is the subject of this Application. [See § J(5)].**

III. Surface Ownership & Use

General Description of Current Surface Use (within 860 feet of proposed surface location):

- Existing single family residences to the north
- Undeveloped and existing oil and gas facilities to the east
- Undeveloped, existing oil and gas facilities, future single family residences to the south
- Undeveloped and existing oil and gas facilities to the west

ATTACHED AS EXHIBIT D **is Current Tax Roll from Midland Central Appraisal District), which lists**

ATTACHED AS EXHIBIT E **is a** ***(map/p lat/satellite/aerial photo)*** **depicting all Residences, commercial structures, public buildings, all publicly dedicated Streets and alleys, Rights of Way, and permanent accessory structures surrounding the proposed Drill Site. The** ***(map/p lat/satellite/aerial photo)*** **includes two circles, as required by the Ordinance—one depicting a 500 foot radius and one depicting an 860 foot radius from the proposed well's surface location. [See § J(10)].**

ATTACHED AS EXHIBIT F **is a copy of the notification letter(s) sent to 100 percent of the surface owners, Certified Mail, Return Receipt Requested. [See § J(36)].**

IV. Well & Operations Information

Proposed Well Name: MB-7H

Proposed Hole Size, Casing Program and Cementing Program (attach Exhibit as Necessary)[See § J(11) and § L(4)]:

Attached as Exhibit V.

Legal Description of Proposed Well Site:
SHL - 1,550' FWL and 485' FNL-Situated in Section 6, A-15, Block X,H.P. Hilliard Survey, Midland County, TX

BHL - 1,150' FWL and 50' FSL-Situated in Section 18, A-681,Block 39, T-1-S,T& P RR Co, Midland County,TX

ATTACHED AS EXHIBIT G **is the Location Site Plan [See § J(9)].**

ATTACHED AS EXHIBIT H **is the Map with the proposed transportation route(s) and road(s) for equipment, chemicals, or refuse products used or produced in the proposed oil and gas operations. [See § J(12)].**

ATTACHED AS EXHIBIT I **is a copy of the approved Texas Railroad Commission permit to drill (Form W-1), together with all attachments** ***(also file copy of W-1 with City Secretary before commencement of drilling operations).*** **[See § J(16) and (20)].**

ATTACHED AS EXHIBIT J **is a copy of the required TCEQ report as to depth of usable quality ground water. [See § J(17)].**

ATTACHED AS EXHIBIT K (if applicable) **is the list of alternative locations developed in consultation with the Oil & Gas Advisory Committee. [See § J(27)].**

ATTACHED AS EXHIBIT L **is the Fencing and Irrigation Plan. [See § J(30)].**

ATTACHED AS EXHIBIT M **is the Road Repair Agreement and** ***Letter of Credit/Certificate of Deposit/Surety Bond*** **in the amount of at least $25,000.** ***Option (if applicable): Applicant would further state that no City-owned streets or alleys will be used by the Operator in connection with its oil and gas operations and as a result, requests a waiver from the Council of this requirement. Option B (if applicable):*** **Because Applicant has three Road Repair Agreements in effect that have been approved by the Council, Applicant requests that the Council consolidate all agreements into one and is filing the necessary $75,000** ***letter of credit/certificate of deposit/surety bond*** **in conjunction with this request. [See § J(31)].**

ATTACHED AS EXHIBIT N **is the Concept Plan depicting the proposed Operations Site (which includes tanks, roads, power lines, and pipeline routes). [See § J(32)].**

Description of Public Utilities required during (1) drilling and (2) operations:

(1) Drilling:
None.
(2) Opera tions:

Electrical.

Description of water source to be used during Drilling:

Water will be stored in off-site frac ponds. Water source will be from an off-site water well or trucked if necessary.

Description of all electric lines to production facilities (reference exhibits as necessary) [See § L(10)]:

Attached as Exhibit N

Plan detailing construction, location, and closure of pits used for Drilling and Completion operations (attach exhibit if necessary) [See § J(35)]:

Attached as Exhibit O

V. Additional Required Exhibits

***ATTACHED AS EXHIBIT P* is the *Letter of Credit/Certificate of Deposit* in accordance with Subsection (K)(2). [See § J(18)].**

***ATTACHED AS EXHIBIT Q* are Tax certificates from Midland Central Appraisal District to be submitted indicating that all taxes on personal and real property, including minerals, owned by Applicant are current. [See § J(29)].**

***ATTACHED AS EXHIBIT R* is the required Insurance Certificate. [See § J(19) and § K(3)].**

***ATTACHED AS EXHIBIT S (if applicable)* is the Drainage Plan approved by the City Engineer relating to Applicant's proposed operations. [See § J(21)].**

***ATTACHED AS EXHIBIT T* is Applicant's Emergency Action Response Plan. [See § J(22)].**

***ATTACHED AS EXHIBIT U* is Applicant's Hazardous Materials Management Plan, a copy of which has been submitted and is on file with the Midland Fire Department. [See § J(23)].**

MCM OPERATING, LLC

By Matthew A. Chitwood
Its Vice President of Land

State of Texas)

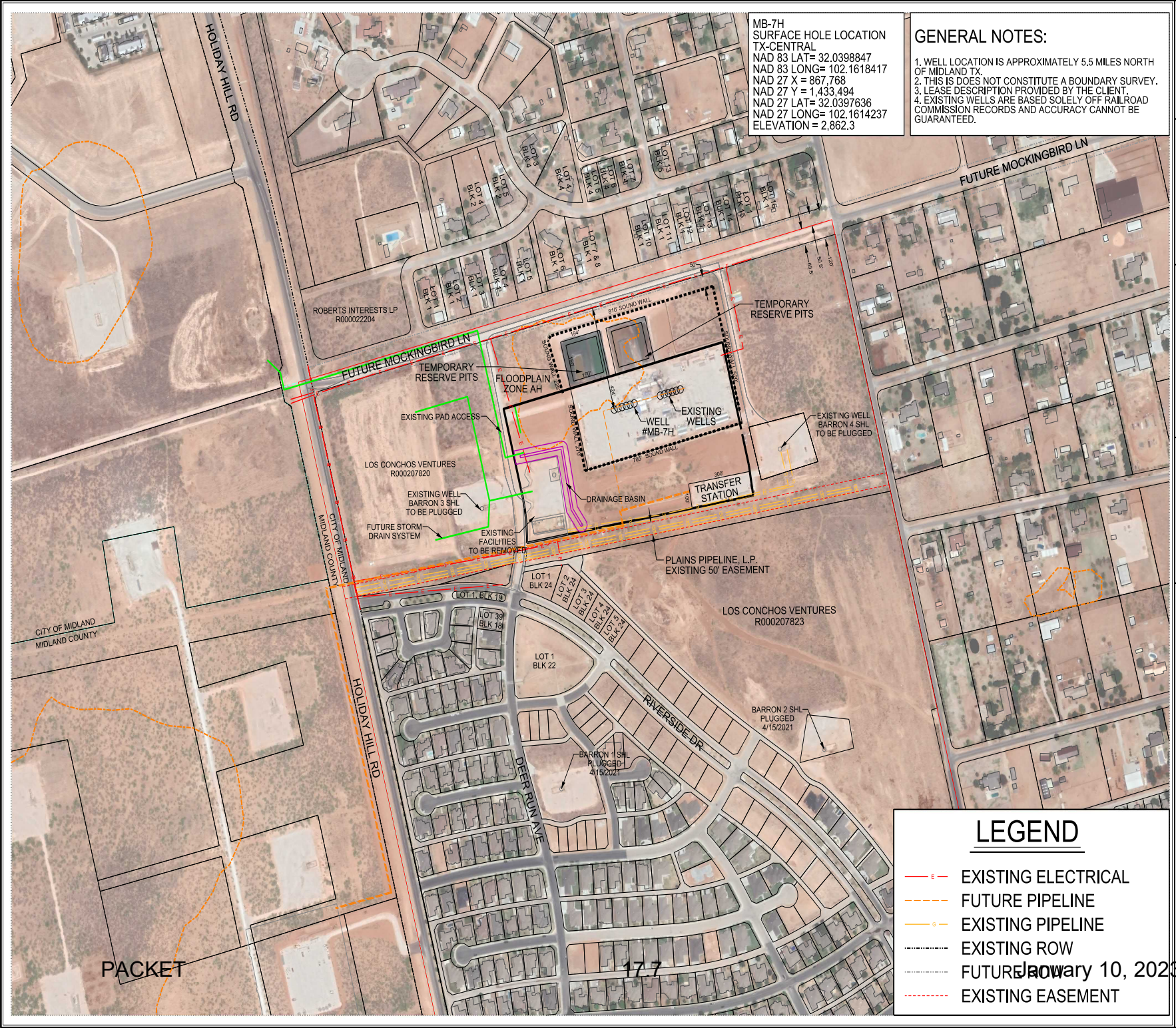
County of Midland)

Matthew A. Chitwood, personally appeared before me, and being first duly sworn declared he signed the application in the capacity designated, if any, and further states that he has read the above application and attached exhibits and the statements therein are true and correct to the best of their knowledge.

Notary Public, State of Texas

[S E A L]

John W Neely
My Commission Expires
06/10/2022
ID No. 129040798



MB-7H
SURFACE HOLE LOCATION
TX-CENTRAL
NAD 83 LAT= 32.0398847
NAD 83 LONG= 102.1618417
NAD 27 X = 867,768
NAD 27 Y = 1,433,494
NAD 27 LAT= 32.0397636
NAD 27 LONG= 102.1614237
ELEVATION = 2,862.3

GENERAL NOTES:

1. WELL LOCATION IS APPROXIMATELY 5.5 MILES NORTH OF MIDLAND TX.
2. THIS IS DOES NOT CONSTITUTE A BOUNDARY SURVEY.
3. LEASE DESCRIPTION PROVIDED BY THE CLIENT.
4. EXISTING WELLS ARE BASED SOLELY OFF RAILROAD COMMISSION RECORDS AND ACCURACY CANNOT BE GUARANTEED.

LEGEND

- EXISTING ELECTRICAL
- FUTURE PIPELINE
- EXISTING PIPELINE
- EXISTING ROW
- FUTURE ROW
- EXISTING EASEMENT

MOCKINGBIRD PROSPECT

OIL AND GAS PERMIT
MIDLAND, TX

APPLICANT:

MCM OPERATING, LLC
223 W. WALL ST., SUITE 400
MIDLAND, TX 79701
PHONE: (432) 685-1790

SITE PLAN PREPARED BY:

PELOTON LAND SOLUTIONS

9800 HILLWOOD PARKWAY
SUITE 250
FORT WORTH, TX 76177
PHONE: 817-562-3350

TBPE FIRM NO. 12207
TBPLS FIRM NO. 10177700

WELLS AND PADS STAKED BY:

LNV
801 NAVIGATION BLVD., SUITE 300
CORPUS CHRISTI, TX 78408
PHONE: (361) 883-1984
TBPLS FIRM NO. 10126500

PROJECT NO:	MCM20001
FILE PATH:	Planning\Exhibits\MB 7H
DRAWN BY:	AW
REVIEWED BY:	CH
DATE:	10/10/2022
REV:	

NORTH

0 200' 400' 600'
GRAPHIC SCALE

SHEET CONTENT

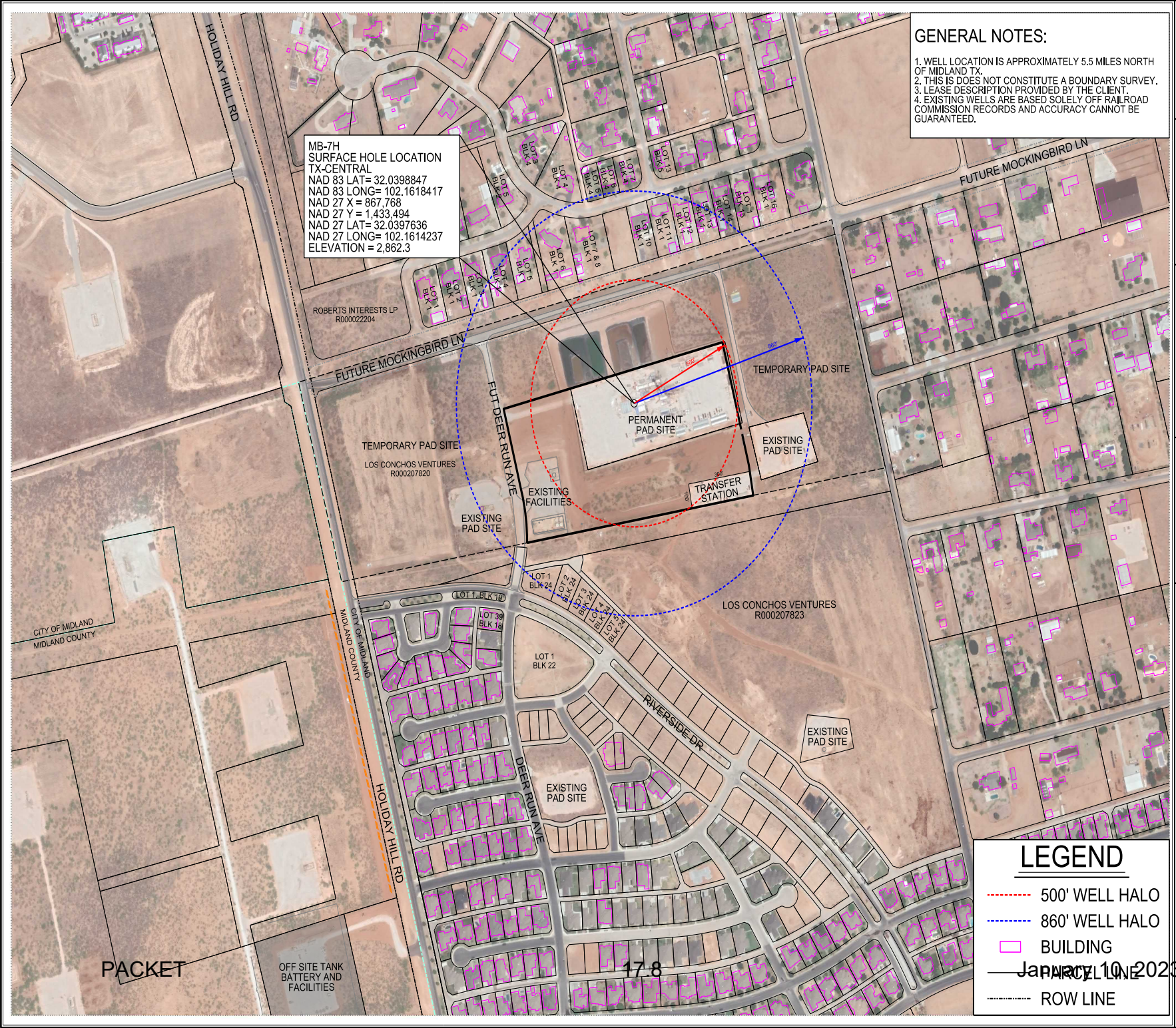
EXHIBIT 'G' - 1

DRILL SITE, GATHERING LINES, ACCESS ROAD, ELECTRIC

MOCKINGBIRD
MB-7H

Situated in Section 6, A-15 Block X, H.P. Hilliard Survey, Midland County, Texas

10/11/2022 10:16:45 AM Printed by: GMoy



GENERAL NOTES:

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2. THIS IS DOES NOT CONSTITUTE A BOUNDARY SURVEY.
3. LEASE DESCRIPTION PROVIDED BY THE CLIENT.
4. EXISTING WELLS ARE BASED SOLELY OFF RAILROAD COMMISSION RECORDS AND ACCURACY CANNOT BE GUARANTEED.

LEGEND

- 500' WELL HALO
- 860' WELL HALO
- BUILDING
- PARCEL LINE
- ROW LINE

MOCKINGBIRD PROSPECT

OIL AND GAS PERMIT
MIDLAND, TX

APPLICANT:

MCM OPERATING, LLC
223 W. WALL ST., SUITE 400
MIDLAND, TX 79701
PHONE: (432) 685-1790

SITE PLAN PREPARED BY:

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801 NAVIGATION BLVD., SUITE 300
CORPUS CHRISTI, TX 78408
PHONE: (361) 883-1984
TBPLS FIRM NO. 10126500

PROJECT NO:	MCM20001
FILE PATH:	Planning\Exhibits\MB 7H
DRAWN BY:	AW
REVIEWED BY:	CH
DATE:	10/03/2022
REV:	

NORTH

0 200' 400' 600'
GRAPHIC SCALE

SHEET CONTENT

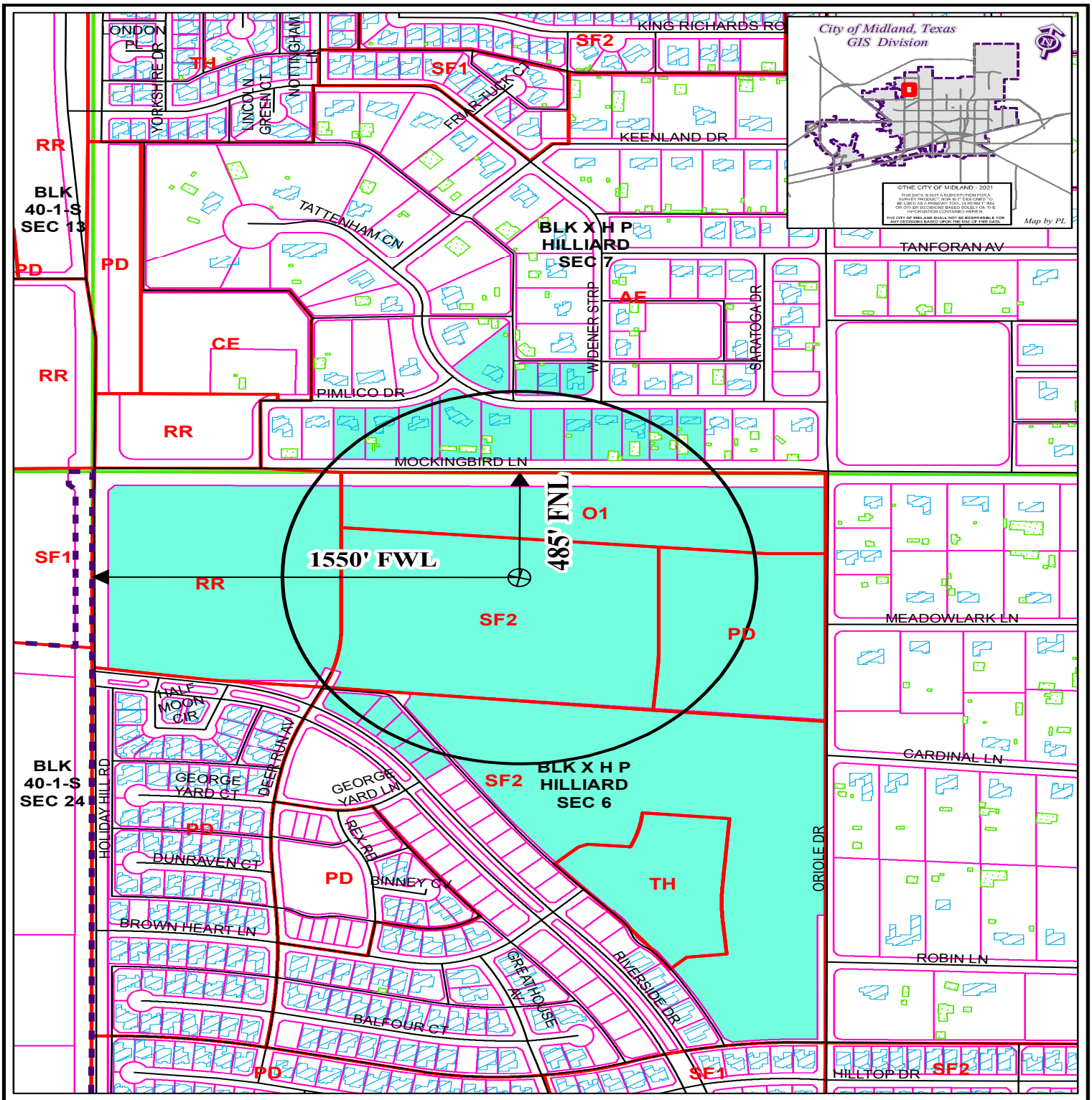
EXHIBIT 'E'

SURFACE OWNER

MOCKINGBIRD
MB-7H

Situated in Section 6, A-15 Block X, H.P. Hilliard Survey, Midland County, Texas

10/3/2022 3:13:00 PM Printed by: GMoy



LOCATION AND ZONING MAP

Oil-047801-2022 **Scale: 1" = 500'**

Consider a request for a Permit to drill an Oil and Gas Well within the City Limits located 485' FNL and 1,550' FWL, Section 6, Block X, H.P. Hilliard Survey, Midland County, Texas.

Generally located 485 feet south of Mockingbird Lane and 1,550 feet west of Holiday Hill Road.

MB-7H

LEGEND

CITY PARCELS	PUBLIC BLDGS	CITY LIMITS
COUNTY PARCELS	PRIVATE BLDGS	860 FT. BUFFER
ZONING	ACCESSORY BLDGS	SURVEY SEC.

ZONING DISTRICTS:

FD	FUTURE DEVELOPMENT	BP	BUSINESS PARK
PD	PLANNED DISTRICT	P	PARKING
AE	AGRICULTURE ESTATE	01, 02	OFFICE
CE	COUNTRY ESTATE	NS	NEIGHBORHOOD SERVICE
1F1, 1F2, 1F3	ONE-FAMILY DWELLING	RR1, RR2, RR3	REGIONAL RETAIL
MH	MOBILE HOME DWELLING	C1, C2, C3	COMMERCIAL
TH	TOWNHOUSE DWELLING	IP ,IP1, IP2, IP3	INDUSTRIAL PARK
2F	TWO-FAMILY DWELLING	LI	LIGHT INDUSTRY
MF1, MF2	MULTIPLE FAMILY DWELLING	HI	HEAVY INDUSTRY

City Council Meeting

Item Number: 18

Meeting Date: January 10, 2023

To: City Council / City Manager

From: Alexandra Walling, Planner

Subject: **AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO GRANT A SPECIFIC USE DESIGNATION WITH TERM FOR A 5,792-SQUARE FOOT PORTION OF THE WEST 90 FEET OF LOTS 10, 11 AND 12, BLOCK 61, ORIGINAL TOWN ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED AT THE SOUTHEAST CORNER OF THE INTERSECTION OF WEST WALL STREET AND SOUTH CARRIZO STREET), WHICH IS PRESENTLY ZONED CB, CENTRAL BUSINESS DISTRICT, ALLOWING SAID PROPERTY TO BE USED FOR THE SALE OF ALL ALCOHOLIC BEVERAGES IN A BAR FOR ON-PREMISES CONSUMPTION; MAKING SAID DESIGNATION SUBJECT TO CERTAIN CONDITIONS AND RESTRICTIONS CONTAINED HEREIN; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION (DISTRICT 3) (DEVELOPMENT SERVICES)**

Purpose:

The applicant, 237 West Wall LLC., is requesting a Specific Use Designation with Term for the sale of all alcoholic beverages, for on-premises consumption, in a bar located at 621 West Wall Street.

Recommended City Council Action:

Approve

Fiscal Impact:

This proposal does not have a significant financial impact to the City.

Discussion:

Current Zoning:

CB, Central Business District.

Surrounding Zoning and Land Use:

The properties to the north, east, and south are zoned CB, Central Business District and the location of businesses. The properties to the west are zoned CB, Central Business District, in part, PD, Planned Development District for an office center, and in part O-1, Office District and are the locations of offices.

Discussion:

The property is located in the CB, Central Business District. This zoning district permits the sale and on-premises consumption of alcoholic beverages, with the approval of a Specific Use Designation with Term.

The bar is not in operation and does not have a specific use designation for the sale of all alcoholic beverages. The floor plan attached hereto as “Exhibit A” illustrates that the establishment will have a total square footage of 5,792-square feet, with an alcohol serviceable area of 4,462-square feet. The site currently does not have adequate parking; according to the calculation of one parking spot per four seats inside the bar, 21 spots are required; however, the proposed amount of parking spots is currently 20. In addition, many of the surrounding bars in the area have successfully met parking requirements by utilizing off-street parking and adjacent parking lots.

The bar has the following hours of operation:

Monday through Sunday from 12 p.m. to 2 a.m.

The bar is proposing the following hours of alcohol service:

Monday through Sunday from 12 p.m. to 2 a.m.

Per Midland City Code 5.4.4. –Prohibited place of business

The sale of any alcoholic beverage is hereby prohibited by any person, where the place of business of any such dealer is within 300 feet of any church, public school, public school ground, athletic stadium used by any public school or public hospital, the measurements to be along the property lines of the street fronts and from front door to front door and in a direct line across intersections where they occur.

There are no churches, private schools, public schools, public school grounds, athletic stadium, public hospital within 300 feet measurement along the property lines of the street fronts, and from the front door in a direct line across intersection where they occur within this site.

This project has been circulated to all City departments for review. Below are the department comments.

Fire: (Approved)

No objections to zone change.

Engineering: (Approved)

No objections. [For the Applicant's information only.]

Transportation: (Approved)

No objections. [For the Applicant's information only.]

Building Code: (Approved)

The SUD for the Double Bar is acceptable. The property must adhere to the maximum occupant load of 115 for the alcohol serviceable area. Occupancy loads must be posted in accordance with section 1004.3 of the 2015 International Fire Code.

Planning:

The request is in compliance with the *Tall City Tomorrow Comprehensive Plan, Chapter 6-Character Plan Goal 4,* "Encourage the development of places where Midland residents can gather and socialize to build connections" (Tall City Tomorrow page 137). The Double Bar Saloon will create a vibrant atmosphere where residents can feel relaxed and enjoy alcoholic beverages with their food.

This request meets all requirements; therefore, staff recommends approval of the request of the Specific Use Designation with Term for the sale of all alcoholic beverages, for on-premises consumption, in a bar, subject to Condition A through G.

Conditions:

A. **That the serviceable area shall be limited to approximately 4,462 square feet as shown in Exhibit "A", which is attached hereto and incorporated herein for all purposes.**

B. **That the occupancy of the establishment shall not exceed the maximum occupancy determined by the Building Code and Fire Code.**

C. **That the establishment shall meet all requirements of the Fire Department and Code Administration.**

D. **That the sale and on-premises consumption of alcoholic beverages shall conform to applicable state and local laws.**

E. **That the days and hours of alcoholic beverages sales and consumption shall be limited to:**

Monday through Sunday, from 12 p.m. to 2 a.m.

F. **That the applicant shall obtain a Certificate of Occupancy prior to the commencement of the sale of alcoholic beverages for on-premises consumption to ensure that the conditions of this permit are satisfied.**

G. **That in accordance with Section 9.07.E.3 of the zoning ordinance, the bar shall be in operation within 120 days from the final adoption date of this ordinance.**

Letters of Objection:

As of January 4, 2023, staff has not received any letters of objection.

Attachments:

Site Plan (Exhibit A)
Application
Maps

Robert Patrick

City Manager's Office

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO GRANT A SPECIFIC USE DESIGNATION WITH TERM FOR A 5,792-SQUARE FOOT PORTION OF THE WEST 90 FEET OF LOTS 10, 11 AND 12, BLOCK 61, ORIGINAL TOWN ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED AT THE SOUTHEAST CORNER OF THE INTERSECTION OF WEST WALL STREET AND SOUTH CARRIZO STREET), WHICH IS PRESENTLY ZONED CB, CENTRAL BUSINESS DISTRICT, ALLOWING SAID PROPERTY TO BE USED FOR THE SALE OF ALL ALCOHOLIC BEVERAGES IN A BAR FOR ON-PREMISES CONSUMPTION; MAKING SAID DESIGNATION SUBJECT TO CERTAIN CONDITIONS AND RESTRICTIONS CONTAINED HEREIN; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION

WHEREAS, the City Planning and Zoning Commission and the Governing Body of the City of Midland, Texas, in compliance with the City Charter, the City Code, and State law, have given the requisite notices by United States mail, publication and otherwise; and after holding due hearings affording a full and fair hearing to all of the property owners generally, and particularly to those interested persons situated in the affected area and in the vicinity thereof, the Governing Body of the City of Midland finds that the public convenience will be best served by granting a Specific Use Designation With Term for a 5,792-square foot portion of the west 90 feet of Lots 10, 11 and 12, Block 61, Original Town Addition, City and County of Midland, Texas (the "Property"), as set out hereinafter;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MIDLAND, TEXAS:

SECTION ONE. That the Zoning District Map of the City of Midland, Texas, is hereby amended to grant the Property a Specific Use Designation With Term for the sale of all alcoholic beverages in a bar (the "Establishment") for on-premises consumption, together with the uses permitted in the present CB, Central Business District.

SECTION TWO. That the Property shall be subject to the following conditions and

restrictions:

A. That the serviceable area of the Establishment shall be limited to approximately 4,462 square feet as shown in Exhibit "A", which is attached hereto and incorporated herein for all purposes.

B. That the sale and on-premises consumption of alcoholic beverages shall conform to all applicable state and local laws.

C. That the days and hours of alcoholic beverage sales and consumption shall be limited to Monday through Sunday from 12:00 p.m. to 2:00 a.m. of the following day.

D. That the occupancy of the Establishment shall not exceed the maximum occupancy determined by the Building Code and Fire Code.

E. That the Establishment shall meet the requirements of the Fire Department and the Code Administration Division.

F. That the operator of the Establishment shall obtain a Certificate of Occupancy prior to the commencement of the sale of alcoholic beverages for on-premises consumption to ensure that the conditions of this Specific Use Designation With Term are satisfied.

G. That in accordance with Section 11-1-9.07.E.3 of the City Code, the Establishment shall be in operation within 120 days from the final adoption date of this ordinance.

SECTION THREE. The provisions of this ordinance are to be cumulative of all other ordinances or parts of ordinances governing or regulating the same subject matter as that covered herein; provided, however, that all prior ordinances or parts of ordinances, inconsistent with or in conflict with any of the provisions of this ordinance are hereby expressly repealed to the extent of any such inconsistency or conflict.

SECTION FOUR. If any section, subsection, sentence, clause or phrase of this ordinance is, for any reason, held to be unconstitutional or invalid, such holding shall not affect the validity of the remaining portions of this ordinance. The Council of the City of Midland hereby declares that it would have passed this ordinance and each section, subsection, sentence, clause, or phrase hereof irrespective of the fact that any one or more sections, subsections, sentences, clauses, or phrases be declared unconstitutional or invalid.

SECTION FIVE. The penalty for violation of this ordinance shall be in accordance

with the general penalty provisions contained in Section 1-3-1 of the City Code of Midland, Texas, which provides for a fine not exceeding two thousand dollars ($2,000.00).

SECTION SIX. The City Secretary is hereby authorized and directed to publish the descriptive caption of this ordinance in the manner and for the length of time prescribed by the law as an alternative method of publication.

The above and foregoing ordinance was duly proposed, read in full and adopted on first reading, the _____ day of _____, A.D., 2023; and passed to second reading on motion of Council member _____, seconded by Council member _____, by the following vote:

Council members voting "AYE":

Council members voting "NAY":

The above and foregoing ordinance was read in full and finally adopted by the following vote upon motion of Council member _____, seconded by Council member _____, on the _____ day of _____, A.D., 2023, at a regular meeting of the City Council:

Council members voting "AYE":

Council members voting "NAY":

PASSED AND APPROVED THIS _____ day of _____, A.D., 2023.

_____
Lori Merritt Blong, Mayor

ATTEST:

_____
Amy M. Turner, City Secretary

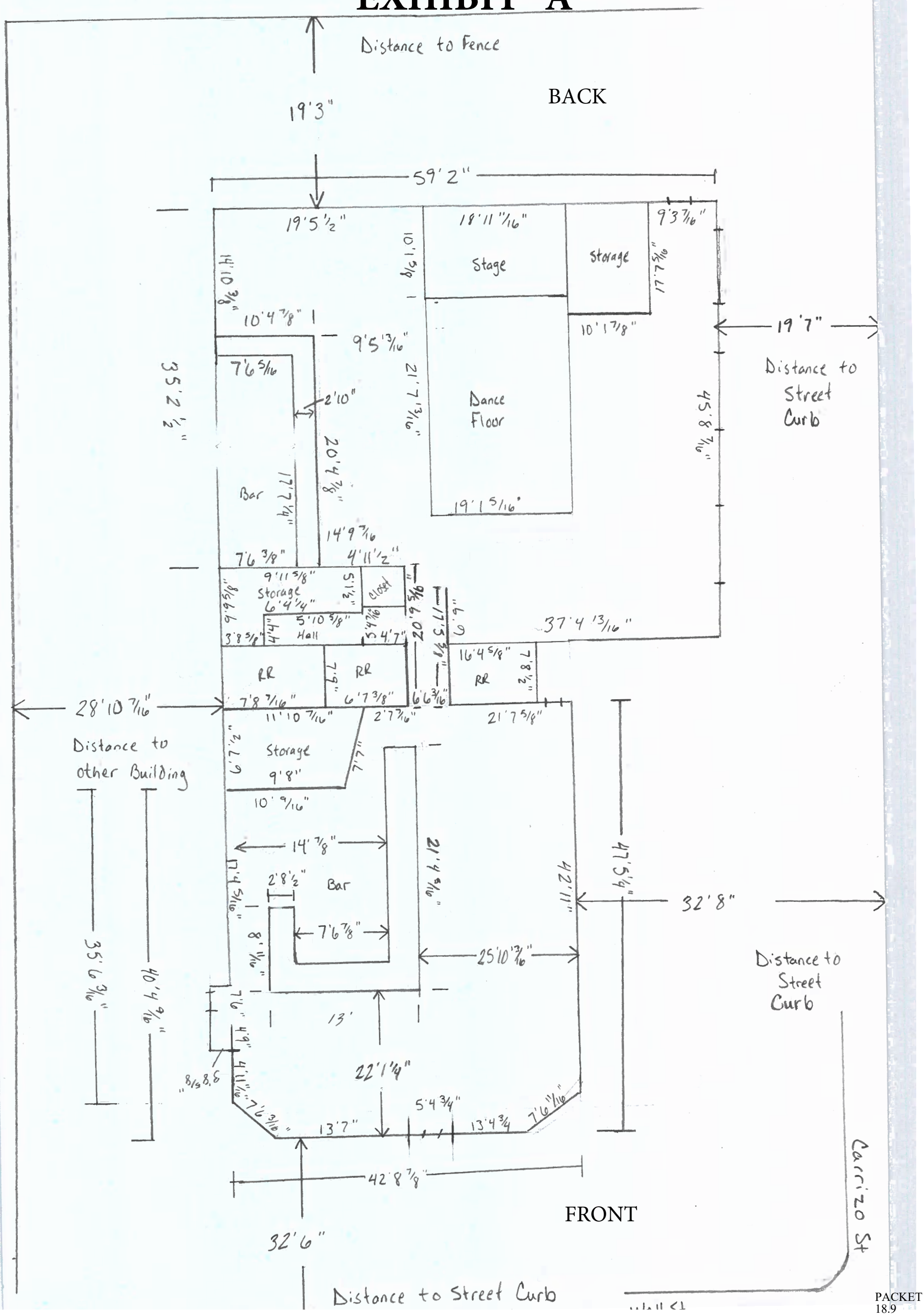
APPROVED AS TO CONTENT
AND COMPLETENESS:

_____
Charles Harrington, Director of Development Services

APPROVED ONLY AS TO FORM:

_____
John Ohnemiller, City Attorney

EXHIBIT "A"


Distance to Fence
BACK
19'3"
59'2"
19'5 1/2"
18'11 15/16"
9'3 7/16"
10'1 5/8"
14'10 3/16"
Stage
Storage
17'7 5/16"
10'4 7/8"
9'5 13/16"
10'1 7/8"
19'7"
Distance to Street Curb
35'2 1/2"
7'6 5/16"
2'10"
21'7 13/16"
Dance Floor
45'8 7/16"
20'4 7/8"
Bar
17'7 1/4"
19'1 5/16"
14'9 7/16"
7'6 3/8"
4'11 1/2"
9'11 5/8"
Storage
6'4 1/4"
5'1 1/2"
Closet
6'9 5/8"
5'10 5/8"
4'4"
Hall
3'8 5/8"
5'4 7/16"
5'4 7"
20'9 5/16"
6'9"
37'4 13/16"
RR
7'8 7/16"
RR
6'7 3/8"
7'9"
16'4 5/8"
RR
3'8 1/2"
28'10 7/16"
11'10 7/16"
2'7 7/16"
6'6 3/16"
21'7 5/8"
Distance to other Building
6'7 1/2"
Storage
9'8"
7'7"
10'9/16"
14'7/8"
2'8 1/2"
Bar
7'6 7/8"
21'4 9/16"
17'11 5/16"
8'11 7/16"
7'6"
25'10 13/16"
42'11"
47'5 1/4"
32'8"
Distance to Street Curb
35'6 3/16"
40'4 9/16"
13'
6'9"
6'4"
8'8 1/8"
22'1 1/4"
7'6 3/16"
13'7"
5'4 3/4"
13'4 3/4"
7'6 11/16"
42'8 7/8"
FRONT
32'6"
Distance to Street Curb
Carrizo St

MIDLAND
Planning Division

Specific Use Permit with Term for the Sale of Alcoholic Beverages for On-Premises Consumption

Project Number: SUP-22-0145

Case Number: _____

Applicant *(if acting as Agent, see affidavit on page 2)* Printed Name: 237 West Wall, LLC.		Phone (432) 770-2193 Email csmith@luxcdtx.com	
Address 1401 Ainslee St.	City Midland	State TX	Zip 79701
Property Owner Printed Name: Wall Street Joint Ventures		Phone (713) 385-6527 Email becky.thomson@rtspecialty.com	
Address 918 Malone St.	City Houston	State TX	Zip 77007
Representative *(if different from Applicant or Property Owner)* Firm: _____ Printed Name:		Phone ( ) Email	
Address	City	State	Zip

Street Address: 621 W. Wall St.

Business Name: Double Bar Saloon

Legal Description
Lot: 13 Block: 61 Subdivision: Original Town, Section 25

Current Zoning: CB

Reason for Request: We are planning to open a bar at this location.

Type of Business *(restaurant, bar, lounge, nightclub, etc.)*: Bar

Proposed/Current Days and Hours of Operation: Sunday-Saturday 12:00PM-2:00AM

Proposed Days and Hours of Alcohol Service: Sunday-Saturday 12:00PM-2:00AM

Total Square Footage of Business: 5,792

Square Footage of Alcohol Serviceable Area: 4,462

Restroom Fixtures:	*Men*	**Toilets/Urinals:** 1 / 2	**Bathroom Sinks:** 2
	Women	**Toilets:** 3	**Bathroom Sinks:** 2

Submittal and Fees

Items to be submitted with this application form:

- Application Fee – Payable to the 'City of Midland'
- Dimensioned Floor Plan showing:
  - Seating
  - Exits
  - Restrooms
  - Kitchen (if applicable)
  - Total Square Footage
  - Serviceable Square Footage
- Dimensioned Site Plan showing:
  - Parking
  - Business Footprint
- Digital Copies of Floor Plan & Site Plan (PDF/JPEG)

Signatures

Applicant (signature): Carlin Smith R. Raymon Griffith	Date: 8/29/2022
Applicant (printed): Carlin Smith & R. Raymon Griffith	
Property Owner (signature): Frank G. Tirey	Date: 8/29/2022
Property Owner (printed): Frank G. Tirey	

The Specific Use Designation with Term for the sale of all alcoholic beverages shall be considered officially received in the Planning office only when it has been submitted in full compliance with the provisions of Section 212 of the Texas Local Government Code and the Zoning Code of Ordinances of the City of Midland and when such required items for the application are also received.

All materials, including exhibits, submitted in support of an application, or displayed during a public hearing, shall remain the property of the City of Midland.

If an agent is authorized by the property owner to file and execute the application on behalf of the property owner, the agent must complete the affidavit below.

STATE OF TEXAS
COUNTY OF MIDLAND

Before me, the undersigned authority, on this day personally appeared Carlin Smith + Raymon Griffith who, being by me duly sworn, upon oath says: That (s)he is authorized by Frank G. Tirey, the owner of the above described property, to fully represent him/her in this application and that (s)he had the legal right, power and authority to sign said owner's name hereto as his/her attorney in fact.

Carlin Smith R. Raymon Griffith
Authorized Agent (*signature*)

Subscribed and sworn to before me, this 29 day of August, 2022 to certify which witness my hand and seal of office.

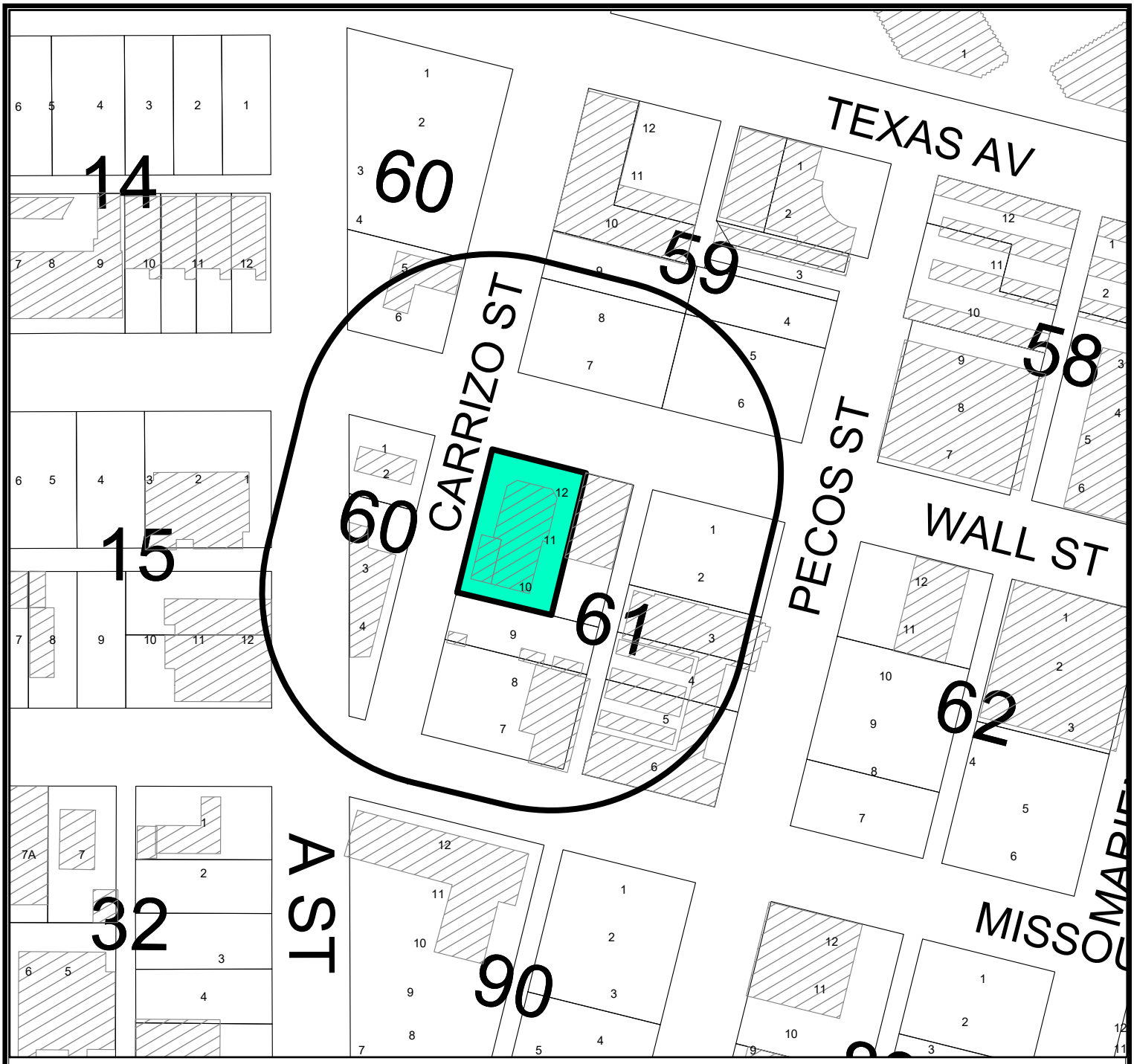
DELMA ECKERT
Notary Public, State of Texas
Comm. Expires 05-11-2025
Notary ID 131125628

Delma Eckert
NOTARY PUBLIC, MIDLAND COUNTY, TEXAS

****Application will not be considered for scheduling until reviewed by a planner.****

FOR OFFICE USE ONLY	
☑ Property Owner Authorization	☑ Dimensioned Floor Plan
☑ Application Fee	☑ Site Plan
Check #_____	☑ Plans in Digital Format (PDF/JPEG)
Received By:_____	Date:_____ NOV 17 2022

****Application will not be considered for scheduling until reviewed by a planner.****



LOCATION MAP

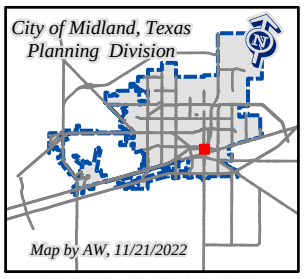
SUD-22-0145 **Scale: 1" = 200'**

Consider a request by 237 West Wall LLC., for a Specific Use Designation with Term for the sale of all alchoholic beverages, for on premises consumption in a bar, on a 5,792-square foot portion of the west 90-feet of Lots 10, 11, and 12, Block 61, Original Town, City and County of Midland, Texas.

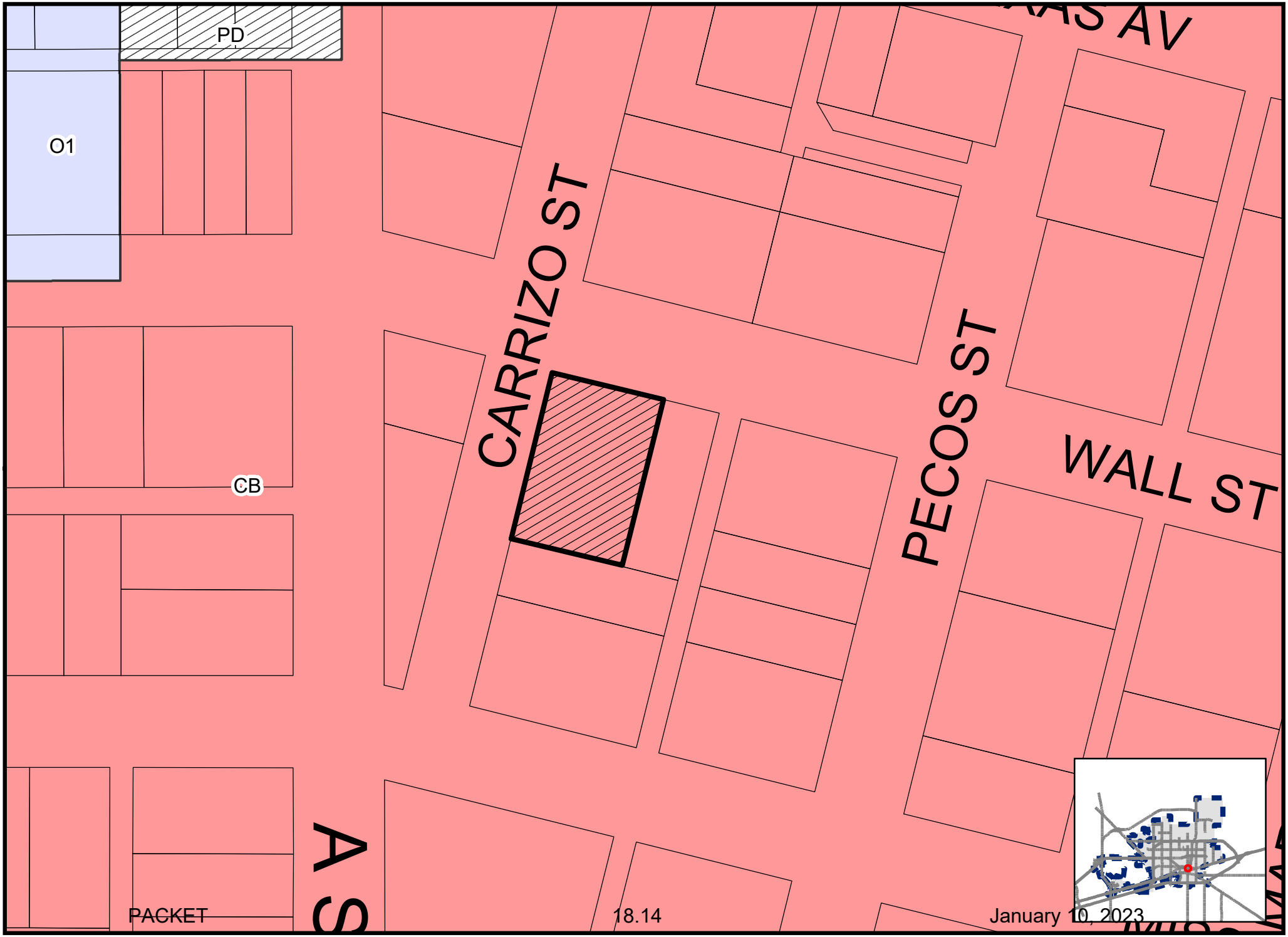
Generally located southeast of the intersection of West Wall Street and South Carrizo Street - (Council District 3)

LEGEND

- CITY LIMITS
- PARCEL
- PRIVATE BLDGS



January 10, 2023



Map By AW, 11/21/2022

SUD-22-0145

Scale: 1" = 200'

ZONING MAP

© THE CITY OF MIDLAND - 2021: THIS DATA IS NOT A SUBSTITUTION FOR A SURVEY PRODUCT, NOR IS IT DESIGNED TO BE USED AS A PRIMARY TOOL IN PERMITTING OR OTHER DECISIONS BASED SOLELY ON THE INFORMATION CONTAINED HEREIN. THE CITY OF MIDLAND SHALL NOT BE RESPONSIBLE FOR ANY DECISIONS BASED UPON THE USE OF THIS DATA.


619


Frost
Frost


THE LONE STAR BAR
CLOSED FOR REMODEL



City Council Meeting

Item Number: 19

Meeting Date: January 10, 2023

To: City Council / City Manager

From: Alexandra Walling, Planner

Subject: AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE LOT 8, BLOCK 30, GREENWOOD ADDITION, THIRD, FOURTH, AND FIFTH SECTIONS, CITY AND COUNTY OF MIDLAND, TEXAS, FROM MF-22, MULTIPLE-FAMILY DWELLING DISTRICT TO SF-3, SINGLE-FAMILY DWELLING DISTRICT (GENERALLY LOCATED ON THE EAST SIDE OF SOUTH CLAY STREET, APPROXIMATELY 90 FEET NORTH OF EAST PENNSYLVANIA AVENUE); CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION (DISTRICT 2) (DEVELOPMENT SERVICES)

Purpose:

The applicant, Jorge Chavez, is requesting a Zone Change from MF-22, Multiple-Family Dwelling District to SF-3, Single-Family Dwelling District, for a future development of a single-family home located at 609 South Clay Street.

Recommended City Council Action:

Approve

Fiscal Impact:

No City funds would be required for this project.

Discussion:

Current Zoning:

MF-22, Multi-Family Dwelling District

Surrounding Zoning and Land Use:

The properties to the north, east, south, and west are zoned MF-22, Multiple-Family Dwelling District, with the exception of eight lots to the north, east, and south who's zoning has been corrected to SF-3, Single-Family Dwelling District, and are the location of single-family homes and vacant land.

Analysis:

The applicant is requesting to rezone the property from MF-22, Multiple-Family Dwelling District to SF-3, Single-Family Dwelling District, to allow for the construction of a residential home. The property meets the minimum lot size requirements for the SF-3, Single Family Dwelling District. Under the previous zoning code, the current zoning district would have allowed for construction of single-family homes, which allowed for the proliferation of their construction in this area. Under the new Zoning Code adopted in 2019, residential uses became more specified to single family zoning district.

The applicant will be required to adhere to the site plan review standards outline within the City of Midland Zoning Ordinance Section 5.04: - Residential Zoning District Dimensional Regulations Chart.

This proposed zone change has been circulated to the respective City departments for internal review and their comments, conditions, and requirements are as follows:

Fire: (Approved)

No comments.

Building: (Approved)

No issues. All future structures must adhere to the 2018 International Building Codes, the 2015 International Energy Code, the 2020 NEC requirements, the 2015 International Fire Codes, local city ordinances, zoning requirements, established setbacks, and floodplain requirements if necessary. Code versions are subject to change depending on time of new code edition adoption in the City of Midland and date of permit application.

Engineering: (Approved)

No objections to zoning/zone change. [For Applicant's Information Only.]

Site drainage, utilities, driveway access, and traffic circulation may be adjusted during construction drawing review as necessary to receive building permit approval from Engineering and Traffic Operations. [For Applicant's Information Only.]

Code: (Approved)

No Oil and Gas Issues.

Transportation: (Approved)

Site drainage, utilities, driveway access, and traffic circulation may be adjusted during construction drawing review as necessary to receive building permit approval from Engineering and Traffic Operations. [For the Applicant's information only.]

No objection to zone change. [For the Applicant's information only.]

Planning:

According to the Tall City Tomorrow Comprehensive Plan, Urban Residential-Medium (UR-M) land use emphasizes a mix of housing styles such as townhomes, single-family detached, and single-family attached. UR-M land use is applicable in areas of the city where diverse housing types exist in older established neighborhoods. Potential zoning for UR-M land use includes Single-Family Dwelling District, however does not list MF-22, Multiple-Family Dwelling District. Changing 609 South Clay Street to SF-3, Single-Family Dwelling District would fit the intended land use properly. Therefore, the City of Midland Planning Department supports this rezone because of the existing surrounding uses.

This request was recommended for approval at the December 5, 2022, Planning and Zoning Commission meeting.

Staff recommends approval of this zone change from MF-22, Multiple-Family Dwelling District to SF-3, Single-Family Dwelling District, subject to condition A.

Conditions:

A. That the use and development of this property shall conform to the regulations of the SF-3, Single-Family Dwelling District.

Letters of Objection:

Staff has not received any letters of objection as of January 4, 2023.

Attachments:

Application
Survey (Exhibit A)
Maps



City Manager's Office

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE LOT 8, BLOCK 30, GREENWOOD ADDITION, THIRD, FOURTH, AND FIFTH SECTIONS, CITY AND COUNTY OF MIDLAND, TEXAS, FROM MF-22, MULTIPLE-FAMILY DWELLING DISTRICT TO SF-3, SINGLE-FAMILY DWELLING DISTRICT (GENERALLY LOCATED ON THE EAST SIDE OF SOUTH CLAY STREET, APPROXIMATELY 90 FEET NORTH OF EAST PENNSYLVANIA AVENUE); CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION

WHEREAS, the City Planning and Zoning Commission and the Governing Body of the City of Midland, in compliance with the City Charter, the City Code, and State law, have given the requisite notices by United States mail, publication and otherwise; and after a full and fair hearing to all of the property owners generally and particularly to those interested persons situated in the affected area and in the vicinity thereof, the Governing Body finds that the public health, safety and general welfare will be best served by rezoning Lot 8, Block 30, Greenwood Addition, Third, Fourth, and Fifth Sections, City and County of Midland, Texas (the "Property") to SF-3, Single-Family Dwelling District, as set out hereinafter;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MIDLAND, TEXAS:

SECTION ONE. That the Zoning District Map of the City of Midland, Texas, is hereby amended to rezone the Property from MF-22, Multiple-Family Dwelling District to SF-3, Single-Family Dwelling District.

SECTION TWO. That the definitions given in the zoning regulations contained in the City Code of the City of Midland, Texas, shall be applicable to such of those terms as are used herein.

SECTION THREE. The provisions of this ordinance are to be cumulative of all other ordinances or parts of ordinances governing or regulating the same subject matter as

that covered herein; provided, however, that all prior ordinances or parts of ordinances inconsistent with or in conflict with any of the provisions of this ordinance are hereby expressly repealed to the extent of any such inconsistency or conflict.

SECTION FOUR. If any section, subsection, sentence, clause or phrase of this ordinance is, for any reason, held to be unconstitutional or invalid, such holding shall not affect the validity of the remaining portions of this ordinance. The Council of the City of Midland hereby declares that it would have passed this ordinance and each section, subsection, sentence, clause, or phrase hereof irrespective of the fact that any one or more sections, subsections, sentences, clauses, or phrases be declared unconstitutional or invalid.

SECTION FIVE. The penalty for violation of this ordinance shall be in accordance with the general penalty provisions contained in Section 1-3-1 of the City Code of Midland, Texas, which provides for a fine not exceeding two thousand dollars ($2,000.00).

SECTION SIX. The City Secretary is hereby authorized and directed to publish the descriptive caption of this ordinance in the manner and for the length of time prescribed by the law as an alternative method of publication.

The above and foregoing ordinance was duly proposed, read in full and adopted on first reading, the _____ day of _____, A.D., 2023; and passed to second reading on motion of Council member _____, seconded by Council member _____, by the following vote:

Council members voting "AYE":

Council members voting "NAY":

The above and foregoing ordinance was read in full and finally adopted by the following vote upon motion of Council member _____, seconded by Council member _____, on the _____ day of _____, A.D., 2023, at a regular meeting of the City Council:

Council members voting "AYE":

Council members voting "NAY":

PASSED AND APPROVED THIS _____ day of _____, A.D., 2023.

_____
Lori Merritt Blong, Mayor

ATTEST:

_____
Amy M. Turner, City Secretary

APPROVED AS TO CONTENT
AND COMPLETENESS:

_____
Charles Harrington, Director of Development Services

APPROVED ONLY AS TO FORM:

_____
John Ohnemiller, City Attorney

MIDLAND Planning Division

Zone Change/Planned District Amendment/Site Plan Approval

Project Number: Z-22-0311

Case Number: _____

Applicant *(if acting as Agent, see affidavit on page 2)* Printed Name: Jorge Chavez		Phone (432) 889-7005 Email ferre_chavez@mail.com	
Address 6 1206 E Pennsylvania	City Mid	State TX	Zip 7970 1

Property Owner Printed Name: Same ↑		Phone ( ) Email	
Address	City	State	Zip

Representative *(if different from Applicant or Property Owner)* Firm: _____ Printed Name: N/A		Phone ( ) Email	
Address	City	State	Zip

Street Address: 609 S. Clay

Legal Description
Lot: 8 Block: 30 Subdivision: Greenwood Add, Sec 3

Current Zoning: MF 22

Proposed Zone: SF2
(List by tracts if more than one district is requested)

Reason for Zone Change Request: Change to Single Family home

Present Use of Property: Vacant

Proposed Use of Property: Single Family Home

How would this zone change affect the public health, safety and welfare? _____

Describe how conditions affecting the property have changed since present zoning designation: _____

Submittal and Fees
Items to be submitted with this application form:

- Application Fee – Payable to the 'City of Midland'
- Dimensioned Site Plan
- Digital Copies of Site Plan (PDF/JPEG)

Signature *(by property owner only – authorized agent must sign affidavit below)*	
Applicant (signature): Jorge Chavez	Date: 11-09-2022
Applicant (printed): Jorge Chavez	
Property Owner (signature): Jorge Chavez	Date: 11-09-2022
Property Owner (printed) : _____	

The Zone Change/Planned District Amendment/Site Plan Approval shall be considered officially received in the Planning office only when it has been submitted in full compliance with the provisions of Section 212 of the Texas Local Government Code and the Zoning Code of Ordinances of the City of Midland and when such required items for the application are also received.

All materials, including exhibits, submitted in support of an application, or displayed during a public hearing, shall remain the property of the City of Midland.

STATE OF TEXAS
COUNTY OF MIDLAND

Before me, the undersigned authority, on this day personally appear_____who, being by me duly sworn, upon oath says: That (s)he is the owner of _____or authorized by_____, the owner of the above described property, to fully represent him/her in this application and that (s)he had the legal right, power and authority to sign said owner's name hereto as his/her attorney in fact.

_____
Authorized Agent (*signature*)

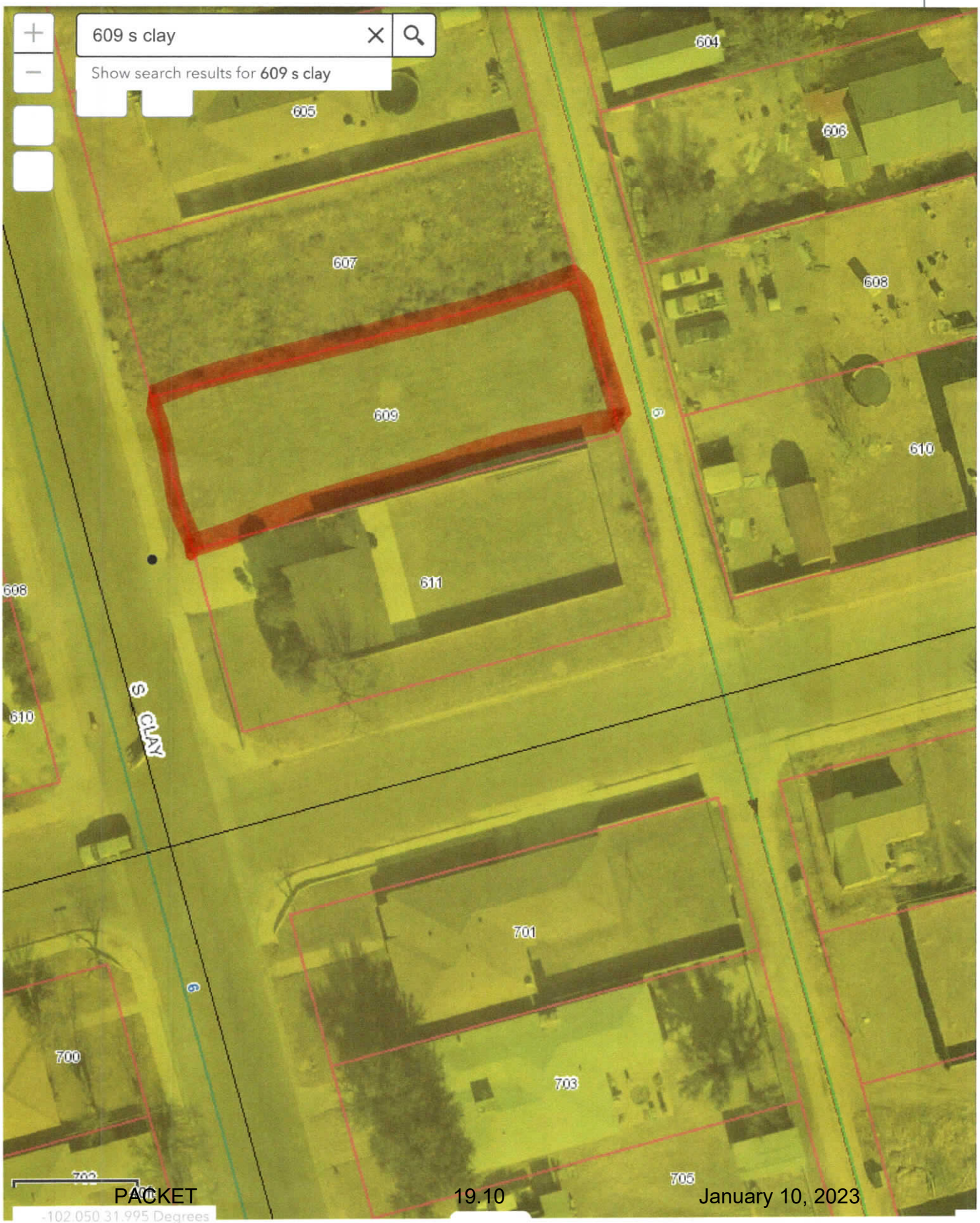
Subscribed and sworn to before me, this_____day of_____, 20____, to certify which witness my hand and seal of office.

_____
NOTARY PUBLIC, MIDLAND COUNTY, TEXAS

FOR OFFICE USE ONLY

☑ Property Owner Authorization	☑ Dimensioned Site Plan
☑ Application Fee	☑ Plans in Digital Format (PDF/JPEG)
Check # 1527	
Received By: DS	Date: 11-9-22

****Application will not be considered for scheduling until reviewed by a planner.****


Development Services
with ArcGIS Web AppBuilder
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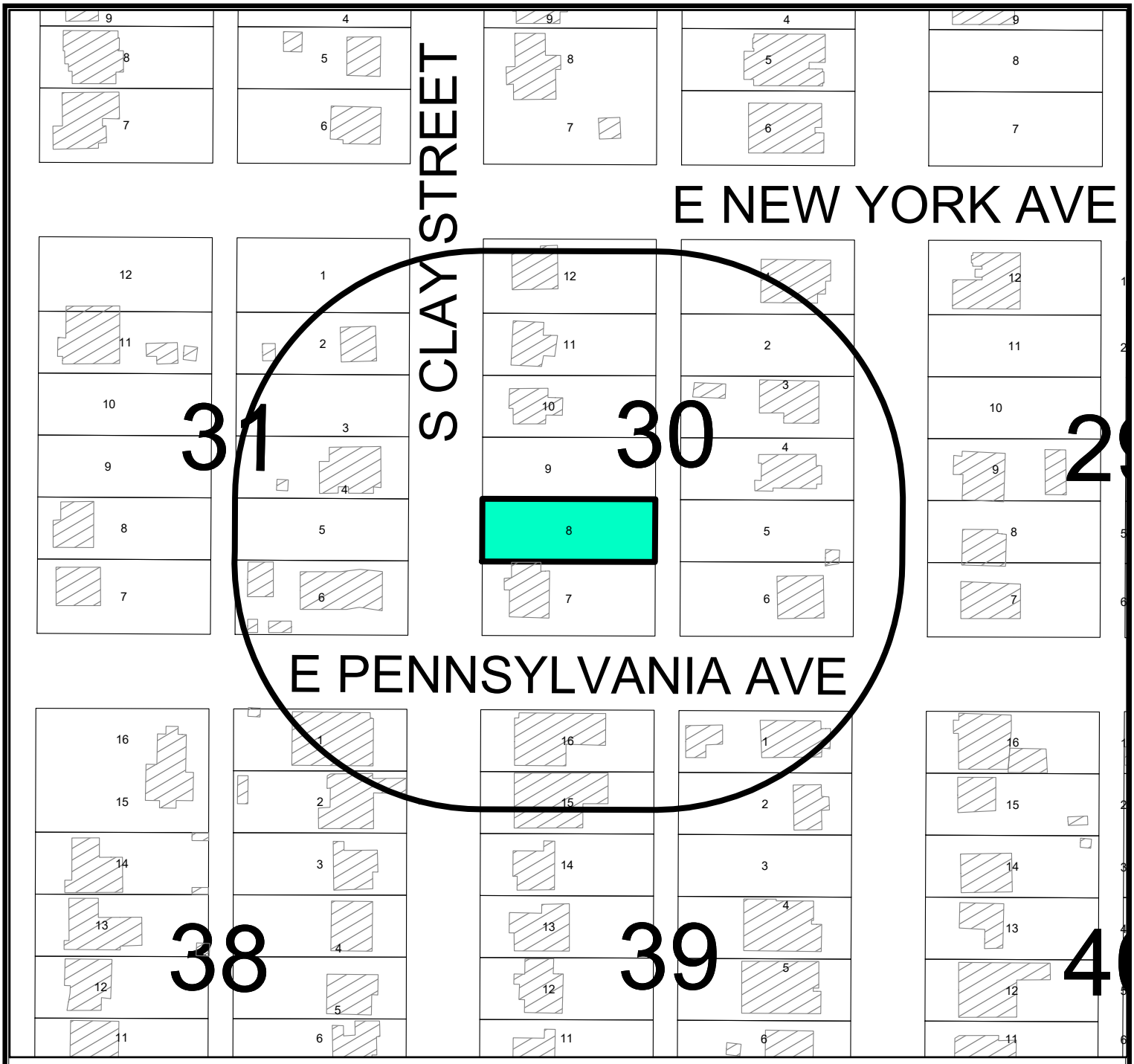


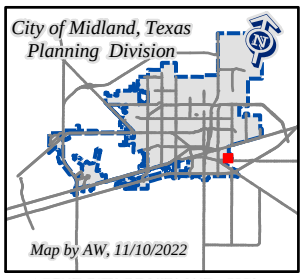
LOCATION MAP

Z-22-0311 **Scale: 1" = 200'**

Consider a request by Jorge Chavez for a Zone Change from MF-22, Multiple-Family Dwelling District to SF-3, Single-Family Dwelling District on Lot 8, Block 30, Greenwood Addition, Section 3rd, 4th, and 5th, City and County of Midland, Texas.
Generally located on the east side of South Clay Street, approximately 71-feet north of East Pennsylvania Avenue. (Council District 2)

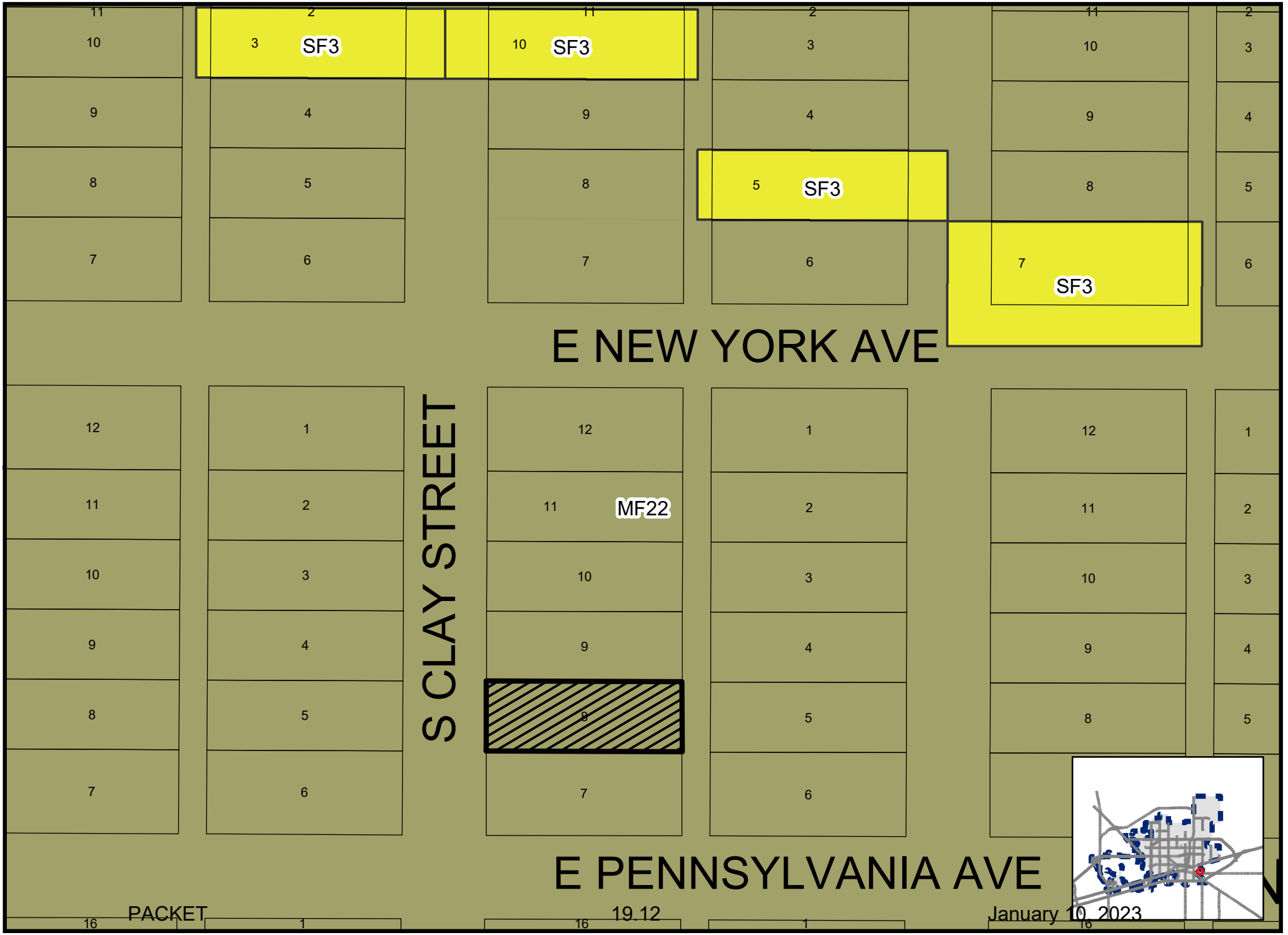
LEGEND

- CITY LIMITS
- PARCEL
- PRIVATE BLDGS



January 10, 2023

PACKET 19.11



PACKET 19.12 January 10, 2023

Map By AW, 11/10/2022

Z-22-0311

Scale: 1" = 200'

ZONING MAP

© THE CITY OF MIDLAND - 2021: THIS DATA IS NOT A SUBSTITUTION FOR A SURVEY PRODUCT, NOR IS IT DESIGNED TO BE USED AS A PRIMARY TOOL IN PERMITTING OR OTHER DECISIONS BASED SOLELY ON THE INFORMATION CONTAINED HEREIN THE CITY OF MIDLAND SHALL NOT BE RESPONSIBLE FOR ANY DECISIONS BASED UPON THE USE OF THIS DATA.









City Council Meeting

Item Number: 20
Meeting Date: January 10, 2023
To: City Council / City Manager
From: Landon Ochoa, Planner
Subject: **AN ORDINANCE GRANTING A SPECIAL EXCEPTION FOR LOT 12, BLOCK 21, MOODY ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED AT THE SOUTHEAST CORNER OF THE INTERSECTION OF NORTH MADISON STREET AND EAST ILLINOIS AVENUE), BY PERMITTING A REDUCED MINIMUM LOT WIDTH IN THE EVENT THAT THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND IS AMENDED TO REZONE THE PROPERTY FROM MF-22, MULTIPLE-FAMILY DWELLING DISTRICT TO SF-3, SINGLE-FAMILY DWELLING DISTRICT; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); ORDERING RECORDATION BY THE CITY SECRETARY IN THE DEED RECORDS OF MIDLAND COUNTY, TEXAS; AND ORDERING PUBLICATION (DISTRICT 2) (DEVELOPMENT SERVICES)**

Purpose:

The applicant, Jorge Chavez Jurado, is requesting a Special Exception from the City of Midland Zoning Ordinance, *Section 5.04 – Residential Zoning District Dimensional Regulations Chart*, concerning the minimum lot dimension to be able to rezone the property into SF-3, Single-Family Dwelling District located at 210 N. Madison St.

Recommended City Council Action:

Approve

Fiscal Impact:

No City funds are required to process this request.

Discussion:

The property is located at 210 North Madison and is the location of a vacant lot. The applicant is requesting a special exception to the minimum lot width for the proposed SF-3, Single Family Dwelling District to be able to proceed with the application of rezoning the property to build a single-family home.

The property is currently zoned MF-22, Multiple-Family Dwelling District and does not meet the minimum lot dimensions for either its current district, or the proposed district.

Per our City of Midland Zoning Ordinance, *Section 5.04 – Residential Zoning District Dimensional Regulations Chart, concerning the width of corner lots in SF-3.*

SF-3, Single Family Dwelling District
Lot Dimensions
Minimum Lot Width:
Corner Lot: 55 feet

As shown on Moody Addition plat, this property is currently 50 feet wide and 140 feet deep.

This request has been circulated to all pertinent City departments for review. Below are the departments' comments.

Fire: (Approved)

No objections to zone change request

Building: (Approved)

No issues. All future structures must adhere to the 2018 International Building Codes, the 2015 International Energy Code, the 2020 NEC requirements, the 2015 International Fire Codes, local city ordinances, zoning requirements, established setbacks, and floodplain requirements if necessary. Code versions are subject to change depending on time of new code edition adoption in the City of Midland and date of permit application.

Engineering: (Approved with Conditions)

No objection. Site drainage, utilities, driveway access, and traffic circulation may be adjusted during construction drawing review as necessary to receive building permit approval from Engineering and Traffic Operations. Our staff has examined the FEMA flood map and it appears that this property lies entirely within Zone AE, which is a Special Flood Hazard Area subject to inundation by the 1% annual chance flood. An elevation certificate based off of construction drawings will be required to get a building permit to show compliance to the 1 foot of freeboard above the base flood elevation for residential structures. An elevation certificate based off of finish construction will be required for the Certificate of Occupancy.

Code: (Approved)

No Oil and Gas issues.

Transportation: (Approved)

No objection to zone change. [For the Applicant's information only.]

Planning (Approved):

While this request represents a deviation from the existing Zoning Ordinance, due to the unique circumstances surrounding the lot in question, staff is recommending approval of this application for a Special Exception to the City of Midland Zoning Ordinance, Section 5.04 – Residential Zoning District Dimensional Regulations Chart.

This lot has been platted and zoned in a way that prohibits development, therefore, the City has inadvertently forced this property and others around it to remain vacant under the current zoning ordinance. During the initial adoption period of the new zoning ordinance, there were several lots in this area that were re-zoned to SF-3, single family dwelling district that fell into this same issue.

Additionally, the area has dispersed single family housing that was developed before the new zoning ordinance took effect, therefore, developing this property as a single-family home would fit with the character of the neighborhood. This special exception is required in order to change the zoning to SF-3 to better conform to develop a single-family residence.

This request is in compliance with the Tall City Tomorrow Comprehensive Plan, Chapter 3 An Integrated Land Use Vision, "Future Land Use Map" as it designates this area for Urban Residential-Medium, a classification which calls for "a mix of housing styles including singlefamily detached, single-family attached, and townhouses." This special exception would allow for the development of a single-family residence on this lot that would otherwise remain vacant.

Due to these factors, staff is recommending approval of this special exception subject to conditions A and B.

Conditions:

A. **That the property shall significantly conform to the site plan shown in Exhibit "A", which is attached hereto and incorporated herein for all purposes.**

B. **That the minimum allowable width of the lot shall be 50 feet.**

Letters of Objection:

Staff has not received any letters of objection as of January 5, 2023.

Attachments:

Application
Aerial Map (Exhibit A)

_____
City Manager

ORDINANCE NO. _____

AN ORDINANCE GRANTING A SPECIAL EXCEPTION FOR LOT 12, BLOCK 21, MOODY ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED AT THE SOUTHEAST CORNER OF THE INTERSECTION OF NORTH MADISON STREET AND EAST ILLINOIS AVENUE), BY PERMITTING A REDUCED MINIMUM LOT WIDTH IN THE EVENT THAT THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND IS AMENDED TO REZONE THE PROPERTY FROM MF-22, MULTIPLE-FAMILY DWELLING DISTRICT TO SF-3, SINGLE-FAMILY DWELLING DISTRICT; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); ORDERING RECORDATION BY THE CITY SECRETARY IN THE DEED RECORDS OF MIDLAND COUNTY, TEXAS; AND ORDERING PUBLICATION

WHEREAS, the City Council modified the authority of the Board of Adjustment in Title XI, Chapter 1, Section 7 ("Section 11-1-7") of the Midland City Code; and

WHEREAS, Section 11-1-7 provides for the consideration of requests for special exceptions to the Midland Zoning Ordinance; and

WHEREAS, the Council finds that satisfactory evidence has been presented that the use to be authorized by the granting of the special exception will not be detrimental to the health, safety, comfort and welfare of the occupants of the land area near the tract on which the use to be allowed by special exception will be located; and

WHEREAS, the Council finds that it is clearly and specifically authorized by the terms of Section 11-1-7 to grant such a special exception, and said exception will be in harmony with the general purposes and intent of the zoning provisions of the Midland City Code; and

WHEREAS, after a full and fair public hearing at which all parties in interest were offered an opportunity to be heard, all pursuant to law, the Council finds it to be in the public interest to grant a special exception to the Zoning Ordinance, pursuant to Section 11-1-7, for the purposes herein stated, subject to special conditions;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MIDLAND, TEXAS:

SECTION ONE. That a special exception is hereby granted for the property described as Lot 12, Block 21, Moody Addition, City and County of Midland, Texas (the "Property"). Said special exception shall allow a reduced minimum lot width in the event that the Zoning District Map of the City of Midland, Texas, is amended to rezone the Property from MF-22, Multiple-Family Dwelling District to SF-3, Single-Family Dwelling District.

SECTION TWO. That said special exception is subject to the following special conditions:

A. That the minimum lot width shall be 50 feet.

B. That said special exception shall be of no force or effect unless and until the Property is rezoned as described in Section One of this ordinance.

SECTION THREE. The provisions of this ordinance are to be cumulative of all other ordinances or parts of ordinances governing or regulating the same subject matter as that covered herein; provided, however, that all prior ordinances or parts of ordinances inconsistent with or in conflict with any of the provisions of this ordinance are hereby expressly repealed to the extent of any such inconsistency or conflict.

SECTION FOUR. If any section, subsection, sentence, clause or phrase of this ordinance is, for any reason, held to be unconstitutional or invalid, such holding shall not affect the validity of the remaining portions of this ordinance. The Council of the City of Midland hereby declares that it would have passed this ordinance and each section, subsection, sentence, clause, or phrase hereof irrespective of the fact that any one or more sections, subsections, sentences, clauses, or phrases be declared unconstitutional or invalid.

SECTION FIVE. The penalty for violation of this ordinance shall be in accordance with the general penalty provisions contained in Section 1-3-1 of the City Code of Midland, Texas, which provides for a fine not exceeding two thousand dollars ($2,000.00).

SECTION SIX. The City Secretary is hereby authorized and directed to file this ordinance with the Office of the County Clerk for purposes of recordation.

SECTION SEVEN. The City Secretary is hereby authorized and directed to publish the descriptive caption of this ordinance in the manner and for the length of time prescribed by the law as an alternative method of publication.

The above and foregoing ordinance was duly proposed, read in full and adopted on first reading, the _____ day of _____, A.D., 2023; and passed to second reading on motion of Council member _____, seconded by Council member _____, by the following vote:

Council members voting "AYE":

Council members voting "NAY":

The above and foregoing ordinance was read in full and finally adopted by the following vote upon motion of Council member _____, seconded by Council member _____, on the _____ day of _____, A.D., 2023, at a regular meeting of the City Council:

Council members voting "AYE":

Council members voting "NAY":

PASSED AND APPROVED THIS _____ day of _____, A.D., 2023.

_____
Lori Merritt Blong, Mayor

ATTEST:

_____
Amy M. Turner, City Secretary

APPROVED AS TO CONTENT
AND COMPLETENESS:

_____
Charles Harrington, Director of Development Services

APPROVED ONLY AS TO FORM:

_____
John Ohnemiller, City Attorney

MIDLAND
Planning Division

Special Exception Application

Project Number: E-22-0089

Case Number: _____

Applicant *(if acting as Agent, see affidavit on page 2)* Printed Name: Jorge Chavez Jurado		Phone (432) 889-7005 Email Ferre_Chavez@ymail.com	
Address	City Midland	State TX	Zip 79701

Property Owner Printed Name: Same ↗		Phone (432) 889-7005 Email Ferre_Chavez@ymail.com	
Address	City Midland	State TX	Zip 79701

Representative *(if different from Applicant or Property Owner)* Firm: _____ Printed Name: N/A		Phone (432) 889-7005 Email Ferre_Chavez@ymail.com	
Address	City Midland	State TX	Zip 79701

Street Address: 210 N. Madison

Legal Description
Lot: 12 Block: 21 Subdivision: Moody Addition

Current Zoning:

This property qualifies as an exception to the City Code because:

- ☐ It is an expansion of a nonconforming use.
- ☐ There are existing nonconforming structures in the area.
- ☐ The addition of architectural or other projections of a minor extent.

Reason for Request: lot dimensions don't meet requirements
Corner lot SF3 needs min 55ft. currently 50ft.

Submittal and Fees
Items to be submitted with this application form:

- Application Fee – Payable to the 'City of Midland'
- Dimensioned Site Plan showing:
  - Parking
  - Building Footprint
- Digital Copies of Site Plan (PDF/JPEG)

Signatures		
Applicant (signature):	Jorge Chavez Jurado	Date: 11-21-2022
Applicant (printed):	Jorge Chavez Jurado	11-21-2022
Property Owner (signature):		Date: 11-21-2022
Property Owner (printed) :		

The Special Exception shall be considered officially received in the Planning office only when it has been submitted in full compliance with the provisions of Section 212 of the Texas Local Government Code and the Zoning Code of Ordinances of the City of Midland and when such required items for the application are also received.

All materials, including exhibits, submitted in support of an application, or displayed during a public hearing, shall remain the property of the City of Midland.

If an agent is authorized by the property owner to file and execute the application on behalf of the property owner, the agent must complete the affidavit below.

STATE OF TEXAS
COUNTY OF MIDLAND

Before me, the undersigned authority, on this day personally appeared _____ who, being by me duly sworn, upon oath says: That (s)he is authorized by _____, the owner of the above described property, to fully represent him/her in this application and that (s)he had the legal right, power and authority to sign said owner's name hereto as his/her attorney in fact.

_____
Authorized Agent (*signature*)

Subscribed and sworn to before me, this _____ day of _____, 20 ___, to certify which witness my hand and seal of office.

_____
NOTARY PUBLIC, MIDLAND COUNTY, TEXAS

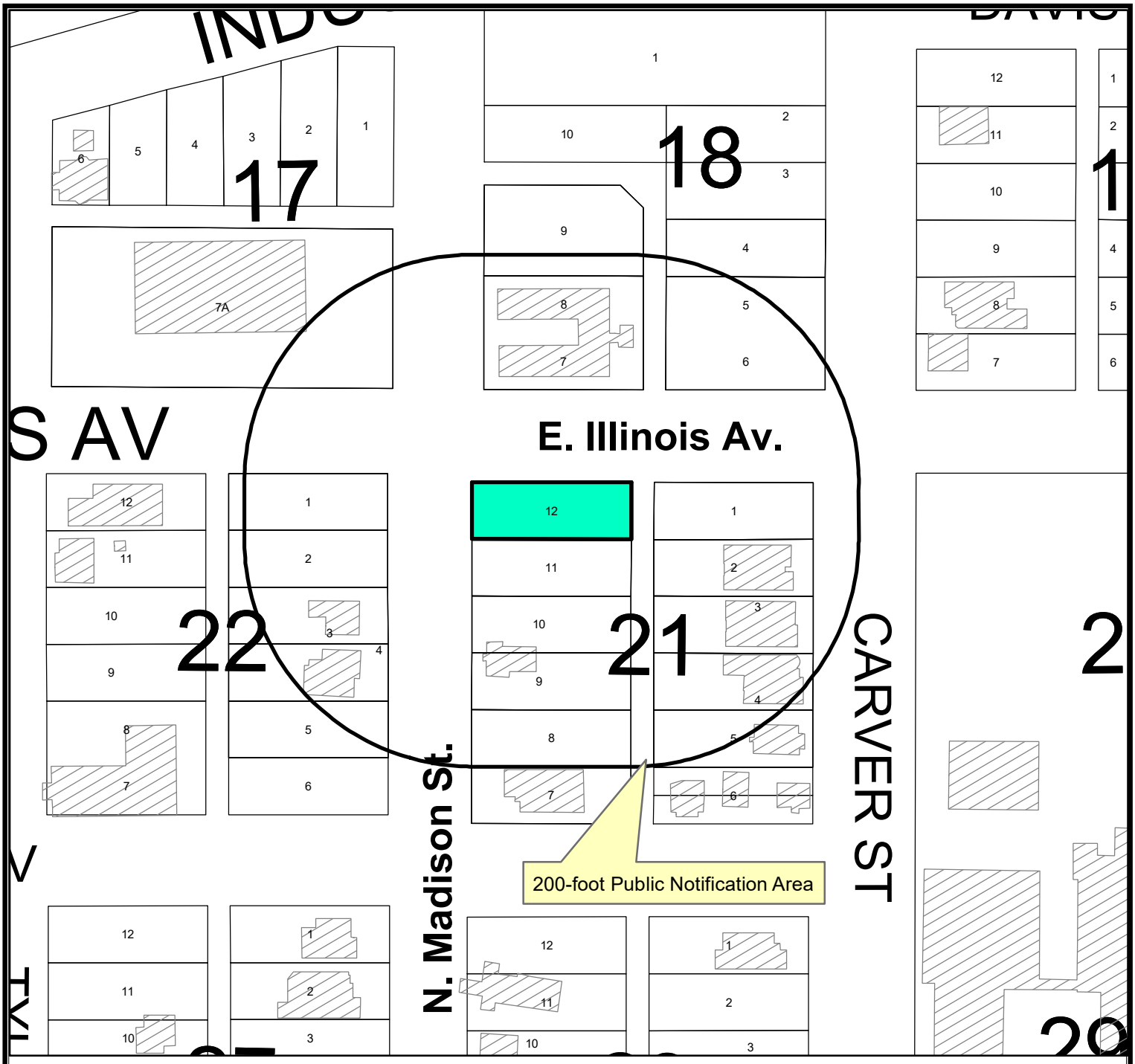
FOR OFFICE USE ONLY

☑ Property Owner Authorization	☑ Dimensioned Site Plan
☑ Application Fee $500	☑ Plans in Digital Format (PDF/JPEG)
Check # 1530	
Received By: Lexi Walling	Date: RECEIVED NOV 21 2022

BY: LW

****Application will not be considered for scheduling until reviewed by a planner.****


210 N MADISON ST, 210 210 N
Show search results for 210 N MADIS...
301
LR
10
6
E. ILLINOIS
MF22
140'
50'
211
209
208
207
206
SF3
N MADISON
207
204
205
202
203
200
40ft



LOCATION MAP

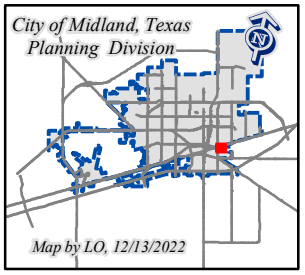
E-22-0089 **Scale: 1" = 1,494'**

Consider a request by Jorge Chavez Jurado for a Special Exception from the City of Midland Zoning Ordinance, Section 5.04 – Residential Zoning District Dimensional Regulations Chart, concerning the minimum lot dimension on Lot 12, Block 21, Moody Addition, City and County of Midland, Texas.

Generally located on the southeast corner of the intersection of N. Madison St. and E. Illinois Av. (Council District 2)

LEGEND

- CITY LIMITS
- PARCEL
- PRIVATE BLDGS



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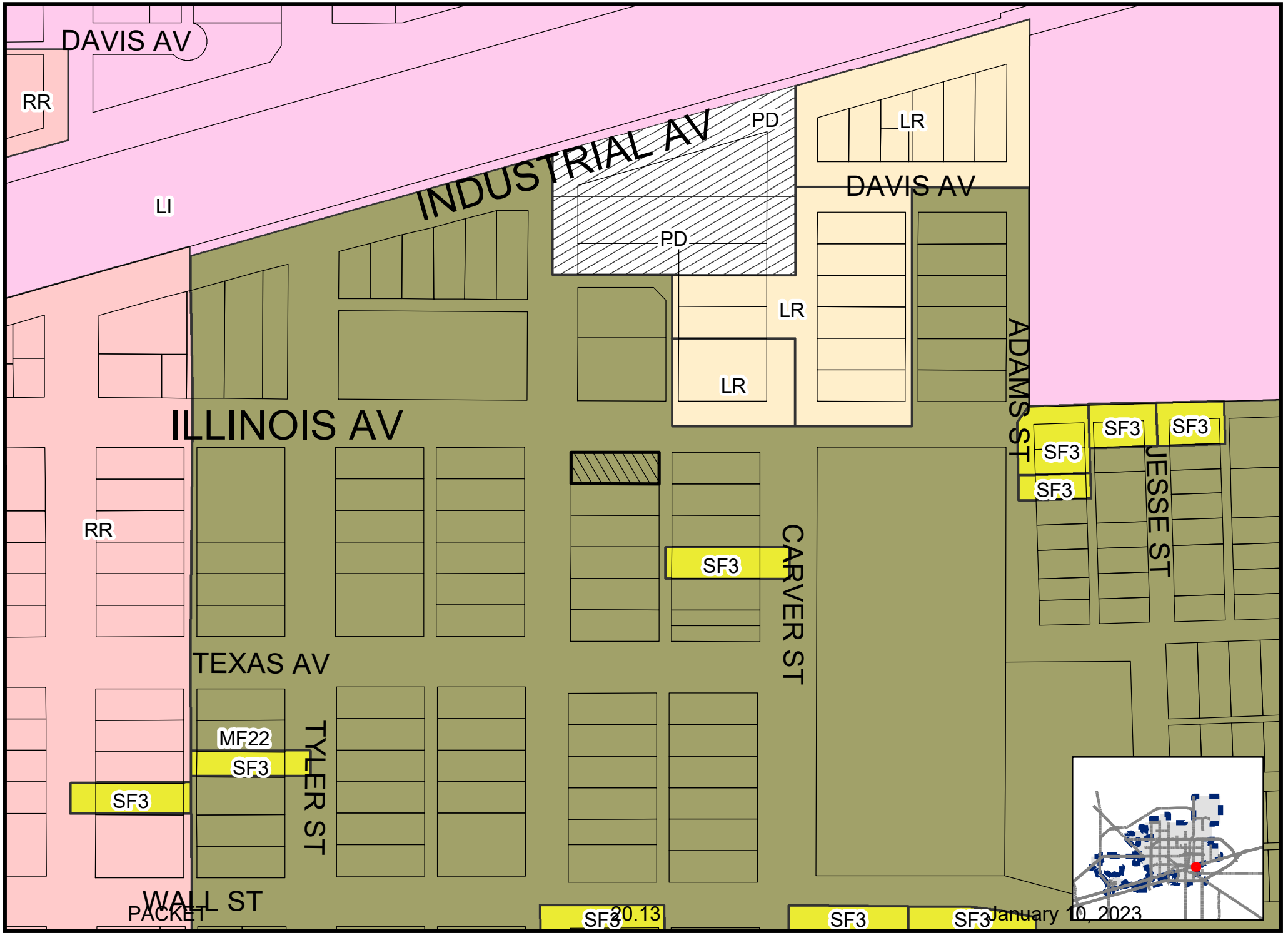

Map By LO, 12/13/2022

E-22-0089

Scale: 1" = 2,287'

ZONING MAP

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City Council Meeting

Item Number: 21

Meeting Date: January 10, 2023

To: City Council / City Manager

From: Landon Ochoa, Planner

Subject: **AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO GRANT A SPECIFIC USE DESIGNATION WITH TERM FOR A 1,763-SQUARE FOOT PORTION OF LOT 6A, BLOCK 62, BELMONT ADDITION, SECTION 23, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED ON THE NORTH SIDE OF EAST INTERSTATE 20, APPROXIMATELY 478 FEET WEST OF SOUTH TERRELL STREET), WHICH IS PRESENTLY ZONED BP, I-20 BUSINESS PARK DISTRICT, ALLOWING SAID PROPERTY TO BE USED FOR THE SALE OF ALL ALCOHOLIC BEVERAGES IN A RESTAURANT FOR ON-PREMISES CONSUMPTION; MAKING SAID DESIGNATION SUBJECT TO CERTAIN CONDITIONS AND RESTRICTIONS CONTAINED HEREIN; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION (DISTRICT 2) (DEVELOPMENT SERVICES)**

Purpose:

The applicant, Elisama Corzo, is requesting a Specific Use Designation (SUD) for the sale of all alcoholic beverages, for on-premises consumption, in a restaurant Texas Lodge Bar & Grill, located at 503 East Interstate 20, Suite 130.

Recommended City Council Action:

Approve

Fiscal Impact:

This proposal does not have a significant financial impact to the City.

Discussion:

Analysis:

The applicant is requesting a Specific Use Designation for Texas Lodge Bar & Grill located at 503 East Interstate 20, Suite 130, to be able to sell all alcoholic beverages for on premises consumption, within a restaurant. The property is zoned BP, I-20 Business Park District, which permits the sale of all alcoholic beverages for on-premises consumption, in a restaurant with the approval of a Specific Use Designation with Term.

The restaurant is currently in operation and does not have a specific use designation for the sale of all alcoholic beverages. The floor plan attached hereto as “Exhibit A” illustrates that the establishment, will have a total square footage of 1,763 square feet, with an alcohol serviceable area of 957 square feet. The site currently has adequate parking, access, and internal circulation.

The restaurant has the following hours of operation:

Monday through Sunday from 11 a.m. to 10 p.m.

The restaurant is proposing the following hours of alcohol service:

Monday through Sunday from 11 a.m. to 10 p.m.

Per Midland City Code, Section 5-4-4, Prohibited Places of Business:

The sale of any alcoholic beverage is hereby prohibited by any person, where the place of business of any such dealer is within 300 feet of any church, public-school, public-school ground, athletic stadium used by any public school or public hospital, the measurements to be along the property lines of the street fronts and from front door to front door and in a direct line across intersections where they occur.

There is a school named Richard Milburn Academy approximately 250 feet west of the Texas Lodge Bar & Grill. There is also a Garely’s Mexican Restaurant approximately 75 feet east of the school which already has an alcohol SUD which was approved on December 8, 2021. A wrong judgment call was made that the school was private. Since then, we have contacted Richard Milburn Academy and they have clarified that they are a public school for ninth through twelfth graders. However, we have received a letter from the school stating that they do not support nor oppose the restaurant getting their alcohol SUD.

This project has been circulated to all City departments for review. Below are the department comments.

Fire: (Approved)

No objections.

Engineering: (Approved)

No objections. [For the Applicant's information only.]

Transportation: (Approved)

No objection. [For the Applicant's information only.]

Building Code: (Approved)

The SUD is acceptable. The property must adhere to the maximum occupant load of 63 for the alcohol serviceable area. Occupancy loads must be posted in accordance with section 1004.3 of the 2015 International Fire Code.

Planning: (Approved)

The request is in compliance with the *Tall City Tomorrow Comprehensive Plan, Chapter 6-Character Plan Goal 4, which is to* "Encourage the development of places where Midland residents can gather and socialize to build connections." (Tall City Tomorrow page 137) Texas Lodge Bar and Grill is an establishment that will provide Midland residents with a unique social gathering experience. The Planning and Zoning Commission Approved this request on December 5, 2022.

Staff recommends approval of this Specific Use Designation with Term for the sale of all alcoholic beverages, for on-premises consumption, in a restaurant, subject to conditions A through G.

Conditions:

A. **That the serviceable area of the restaurant shall be limited to approximately 957 square feet as shown in Exhibit "A", which is attached hereto and incorporated herein for all purposes.**

B. **That the days and hours of alcoholic beverages sales and consumption shall be limited to:**

Monday through Sunday from 11 a.m. to 10 p.m.

C. **That the occupancy of the establishment shall not exceed the maximum occupancy determined by the Building Code and Fire Code.**

D. **That the establishment shall meet all requirements of the Fire Department and Code Administration.**

E. **That the sale and on-premises consumption of alcoholic beverages shall conform to applicable state and local laws.**

F. That the applicant shall obtain a Certificate of Occupancy prior to the commencement of the sale of alcoholic beverages for on premises consumption to ensure that the conditions of this permit are satisfied.

G. That in accordance with Section 9.07.E.3 of the zoning ordinance, the restaurant shall be in operation within 120 days from the final adoption date of this ordinance.

Letters of Objection:

As of January 5, 2023, staff has not received any letters of objections.

Attachments:

Application
Floor Plan (Exhibit A)
Site Plan (Exhibit B)
Maps

Robert Patrick

City Manager's Office

MIDLAND Planning Division

Specific Use Permit with Term for the Sale of Alcoholic Beverages for On-Premises Consumption

Project Number: SUP-22-0143

Case Number: _____

Applicant *(if acting as Agent, see affidavit on page 2)* Printed Name: Elpsama Corzo		Phone (432) 212-9268 Email texaslodgebargrill@gmail.com	
Address 620 Dale St	City Odessa	State TX	Zip 79761

Property Owner Printed Name: BELMONT REALTY LLC		Phone (432) 570-9206 Email service@overheaddoorpermianbasin.com	
Address P.O. BOX 2932	City MIDLAND	State TX	Zip 79702

Representative *(if different from Applicant or Property Owner)* Firm: _____ Printed Name:		Phone ( ) Email	
Address	City	State	Zip

Street Address: 503 E I20 Frontage Rd, Ste 130, Midland, TX 79701

Business Name: Texas Lodge Bar & Grill

Legal Description
Lot: 06A Block: 062 Subdivision: Belmont, Sec 23

Current Zoning: Business Park

Reason for Request: To obtain TABC license

Type of Business *(restaurant, bar, lounge, nightclub, etc.)*: bar & grill

Proposed/Current Days and Hours of Operation: Monday - Sunday

Proposed Days and Hours of Alcohol Service: 10 AM - 10PM

Total Square Footage of Business: ~~1883~~ 1763

Square Footage of Alcohol Serviceable Area: 957

Restroom Fixtures:	*Men*	**Toilets/Urinals:**	1 / 1	**Bathroom Sinks:** 1
	Women	**Toilets:**	1	**Bathroom Sinks:** 1

Submittal and Fees

Items to be submitted with this application form:

- Application Fee – Payable to the 'City of Midland'
- Dimensioned Floor Plan showing:
  - Seating
  - Exits
  - Restrooms
  - Kitchen
  - Total Square Footage
  - Serviceable Square Footage
- Dimensioned Site Plan showing:
  - Parking
  - Business Footprint
- Digital Copies of Floor Plan & Site Plan (PDF/JPEG)

Signatures

Applicant (signature):	Date: 8/25/22
Applicant (printed): Elisama Corzo	
Property Owner (signature): Robert Belmont Weidner	Date: 8/25/22
Property Owner (printed): Robert Belmont Weidner	

The Specific Use Permit with Term for the sale of all alcoholic beverages shall be considered officially received in the Planning office only when it has been submitted in full compliance with the provisions of Section 212 of the Texas Local Government Code and the Zoning Code of Ordinances of the City of Midland and when such required items for the application are also received.

All materials, including exhibits, submitted in support of an application, or displayed during a public hearing, shall remain the property of the City of Midland.

If an agent is authorized by the property owner to file and execute the application on behalf of the property owner, the agent must complete the affidavit below.

STATE OF TEXAS
COUNTY OF MIDLAND

Before me, the undersigned authority, on this day personally appeared Elisa Camelo Corzo who, being by me duly sworn, upon oath says: That (s)he is authorized by Robert B Weidner, the owner of the above described property, to fully represent him/her in this application and that (s)he had the legal right, power and authority to sign said owner's name hereto as his/her attorney in fact.

Authorized Agent (*signature*)

Subscribed and sworn to before me, this 13 day of September, 20 22, to certify which witness my hand and seal of office.

Theodore Michael Schroeder
Notary Public, State of Texas
My Comm. Exp. 02-28-2026
ID No. 13361619-4

NOTARY PUBLIC, MIDLAND COUNTY, TEXAS

****Application will not be considered for scheduling until reviewed by a planner.****

FOR OFFICE USE ONLY	
☑ Property Owner Authorization	☑ Dimensioned Floor Plan
☑ Application Fee	☑ Site Plan
Check # 1085	☑ Plans in Digital Format (PDF/JPEG)
Received By: DB	Date: 9-13-22

****Application will not be considered for scheduling until reviewed by a planner.****

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO GRANT A SPECIFIC USE DESIGNATION WITH TERM FOR A 1,763-SQUARE FOOT PORTION OF LOT 6A, BLOCK 62, BELMONT ADDITION, SECTION 23, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED ON THE NORTH SIDE OF EAST INTERSTATE 20, APPROXIMATELY 478 FEET WEST OF SOUTH TERRELL STREET), WHICH IS PRESENTLY ZONED BP, I-20 BUSINESS PARK DISTRICT, ALLOWING SAID PROPERTY TO BE USED FOR THE SALE OF ALL ALCOHOLIC BEVERAGES IN A RESTAURANT FOR ON-PREMISES CONSUMPTION; MAKING SAID DESIGNATION SUBJECT TO CERTAIN CONDITIONS AND RESTRICTIONS CONTAINED HEREIN; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION

WHEREAS, the City Planning and Zoning Commission and the Governing Body of the City of Midland, Texas, in compliance with the City Charter, the City Code, and State law, have given the requisite notices by United States mail, publication and otherwise; and after holding due hearings affording a full and fair hearing to all of the property owners generally, and particularly to those interested persons situated in the affected area and in the vicinity thereof, the Governing Body of the City of Midland finds that the public convenience will be best served by granting a Specific Use Designation With Term for a 1,763-square foot portion of Lot 6A, Block 62, Belmont Addition, Section 23, City and County of Midland, Texas (the "Property"), as set out hereinafter;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MIDLAND, TEXAS:

SECTION ONE. That the Zoning District Map of the City of Midland, Texas, is hereby amended to grant the Property a Specific Use Designation With Term for the sale of all alcoholic beverages in a restaurant (the "Establishment") for on-premises consumption, together with the uses permitted in the present BP, I-20 Business Park District.

SECTION TWO. That the Property shall be subject to the following conditions and

restrictions:

A. That the serviceable area of the Establishment shall be limited to approximately 957 square feet as shown in Exhibit "A", which is attached hereto and incorporated herein for all purposes.

B. That the sale and on-premises consumption of alcoholic beverages shall conform to all applicable state and local laws.

C. That the days and hours of alcoholic beverage sales and consumption shall be limited to Monday through Sunday from 11:00 a.m. to 10:00 p.m.

D. That the occupancy of the Establishment shall not exceed the maximum occupancy determined by the Building Code and Fire Code.

E. That the Establishment shall meet the requirements of the Fire Department and the Code Administration Division.

F. That the operator of the Establishment shall obtain a Certificate of Occupancy prior to the commencement of the sale of alcoholic beverages for on-premises consumption to ensure that the conditions of this Specific Use Designation With Term are satisfied.

G. That in accordance with Section 11-1-9.07.E.3 of the City Code, the Establishment shall be in operation within 120 days from the final adoption date of this ordinance.

SECTION THREE. The provisions of this ordinance are to be cumulative of all other ordinances or parts of ordinances governing or regulating the same subject matter as that covered herein; provided, however, that all prior ordinances or parts of ordinances, inconsistent with or in conflict with any of the provisions of this ordinance are hereby expressly repealed to the extent of any such inconsistency or conflict.

SECTION FOUR. If any section, subsection, sentence, clause or phrase of this ordinance is, for any reason, held to be unconstitutional or invalid, such holding shall not affect the validity of the remaining portions of this ordinance. The Council of the City of Midland hereby declares that it would have passed this ordinance and each section, subsection, sentence, clause, or phrase hereof irrespective of the fact that any one or more sections, subsections, sentences, clauses, or phrases be declared unconstitutional or invalid.

SECTION FIVE. The penalty for violation of this ordinance shall be in accordance with the general penalty provisions contained in Section 1-3-1 of the City Code of Midland,

Texas, which provides for a fine not exceeding two thousand dollars ($2,000.00).

SECTION SIX. The City Secretary is hereby authorized and directed to publish the descriptive caption of this ordinance in the manner and for the length of time prescribed by the law as an alternative method of publication.

The above and foregoing ordinance was duly proposed, read in full and adopted on first reading, the _____ day of _____, A.D., 2023; and passed to second reading on motion of Council member _____, seconded by Council member _____, by the following vote:

Council members voting "AYE":

Council members voting "NAY":

The above and foregoing ordinance was read in full and finally adopted by the following vote upon motion of Council member _____, seconded by Council member _____, on the _____ day of _____, A.D., 2023, at a regular meeting of the City Council:

Council members voting "AYE":

Council members voting "NAY":

PASSED AND APPROVED THIS _____ day of _____, A.D., 2023.

_____
Lori Merritt Blong, Mayor

ATTEST:

_____
Amy M. Turner, City Secretary

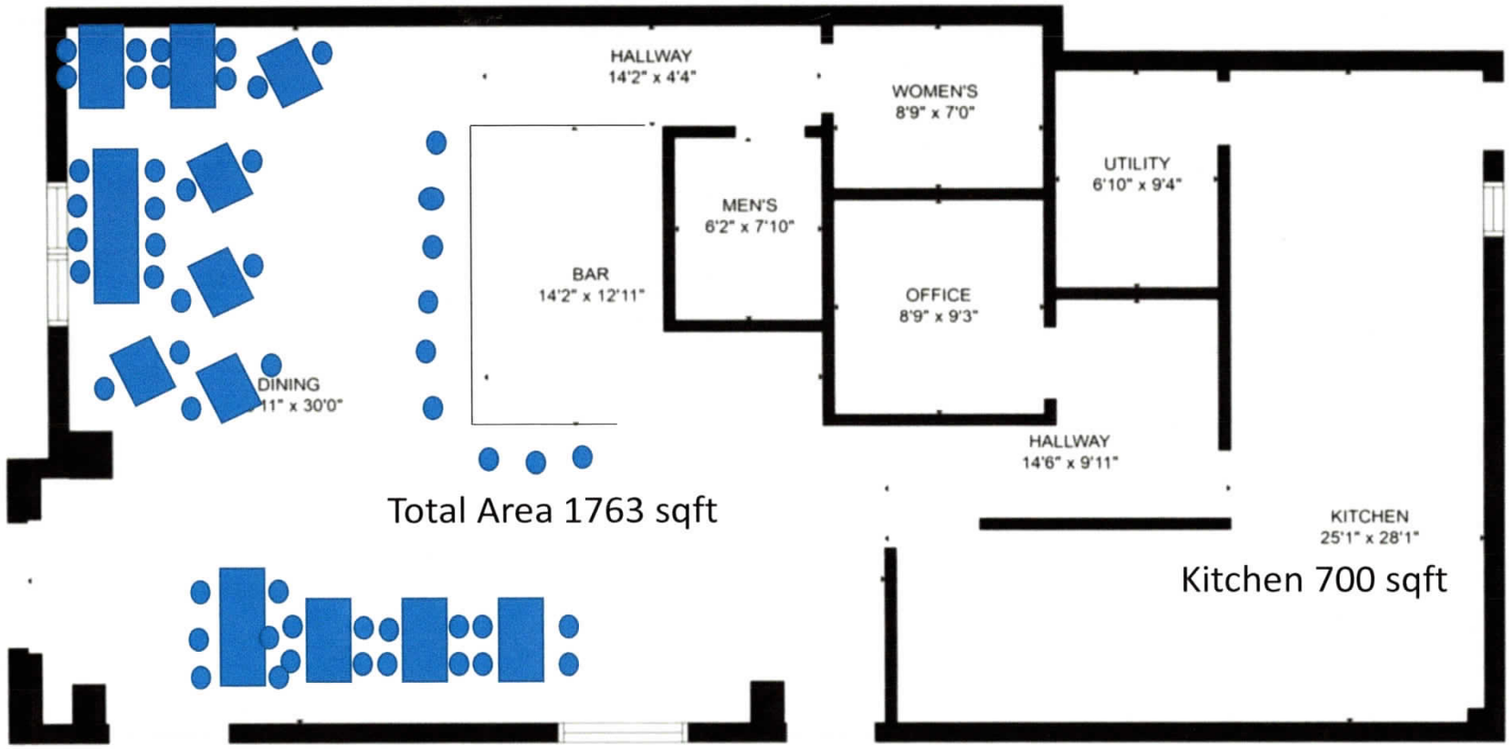
APPROVED AS TO CONTENT
AND COMPLETENESS:

_____
Charles Harrington, Director of Development Services

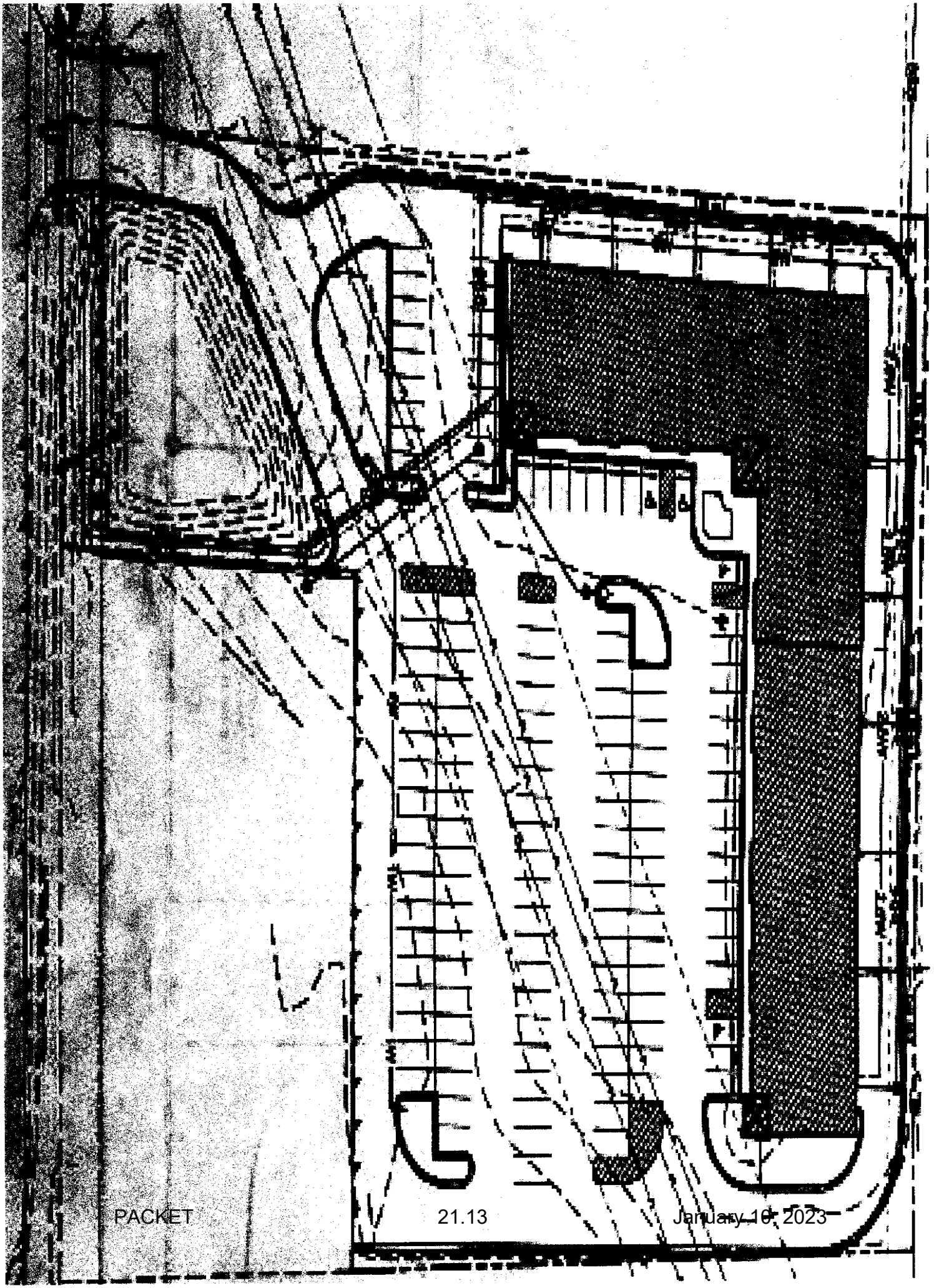
APPROVED ONLY AS TO FORM:

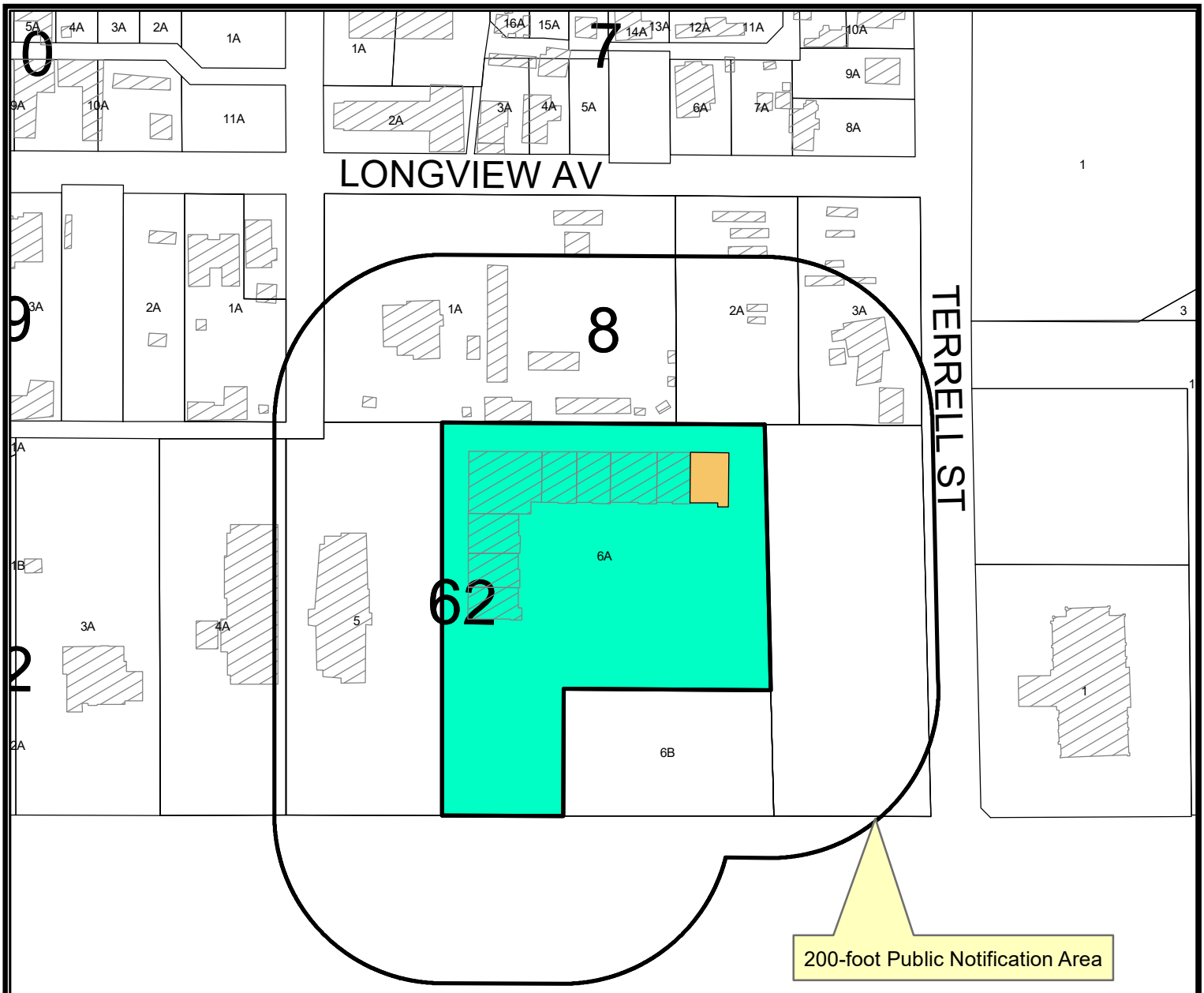
_____
John Ohnemiller, City Attorney

EXHIBIT "A"



GROSS INTERNAL AREA
FLOOR 1 : 1763 sq. ft
TOTAL : 1763 sq. ft





LOCATION MAP

SUD-22-0143 **Scale: 1" = 2,168'**

Consider a request by Elisa Carzo for a Specific Use Designation with Term for the Sale of all Alcoholic Beverages, for on premises consumption in a Restaurant on a 1,763 square foot portion of Lot 6A, Block 62, Belmont Addition, Section 23, City and County of Midland, Texas.
Generally located on the north side of East Interstate 20 approximately 478-feet west of South Terrell Street. (Council District 2)

LEGEND

- CITY LIMITS
- PARCEL
- PRIVATE BLDGS



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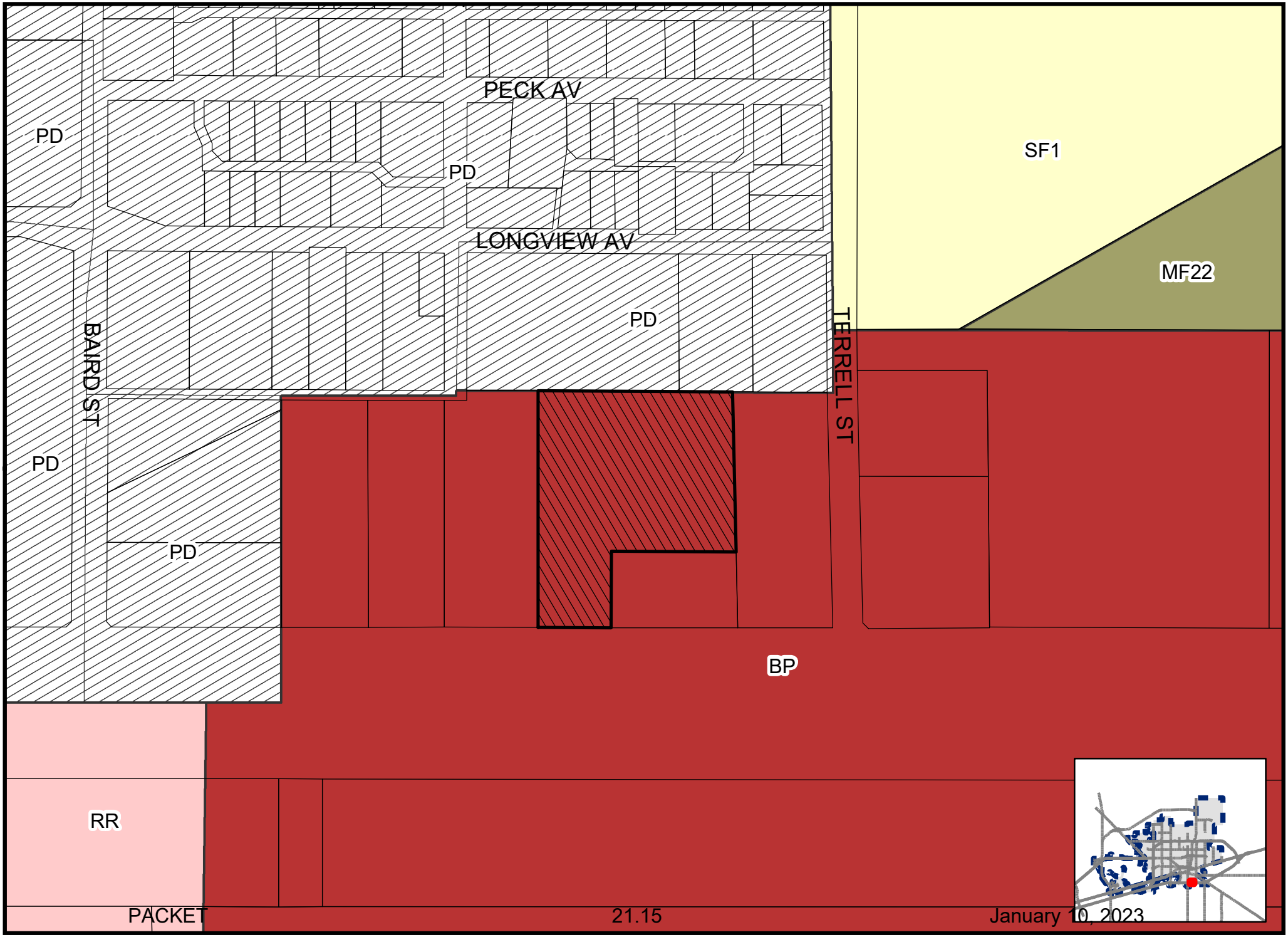
January 10, 2023



Map By LO, 9/28/2022

SUD-22-0143

Scale: 1" = 2,859'

ZONING MAP

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Peaceful Massage
HEX
HATS
TEXAS LONGHORN






IHOP
Domino's
BARBERSHOP
FX4
FX4


Domino's
BARBERSHOP
TOP NAIL
FX4
TUNDRA


RMA
TEXAS
PUBLIC
SCHOOLS
WELCOME TO RMA
MIDLAND

RMA TEXAS PUBLIC SCHOOLS

Richard Milburn Academy • Central Office
13003 Jones Maltsberger • San Antonio, TX 78247
830-557-6181 • FAX 830-557-5424

November 30, 2022

RE: Belmont Marketplace Shopping Center
503 East I-20
Midland, Texas 79701

To: The City of Midland

Richard Milburn Academy, a Texas Public Charter School, is currently a tenant at the Belmont Marketplace in Midland, TX. Our current lease expired on July 31, 2022. We have extended our lease through January 31, 2023. However, it is our intent to vacate by March as we have had construction delays at the new location we will be moving to.

We have been notified that both Garely's Mexican Restaurant and Texas Lodge Bar & Grill have applied for a sale of alcoholic beverages for on-premises consumption. As a Texas Public Charter School, we would prefer to neither support nor oppose of the sale of alcohol by an establishment located 250 feet away from our Midland campus.

Please do not hesitate to reach out to us should you need additional information.

Sincerely,

Armard Anderson

Armard Anderson, Ed.D.
Superintendent of Schools

City Council Meeting

Item Number: 22

Meeting Date: January 10, 2023

To: City Council / City Manager

From: James Reber, Planner

Subject: **AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE A 37.65-ACRE TRACT OF LAND OUT OF SECTION 48, BLOCK 40, T-1-S, T&P RR CO. SURVEY, CITY AND COUNTY OF MIDLAND, TEXAS, FROM PD, PLANNED DEVELOPMENT DISTRICT FOR A HOUSING DEVELOPMENT, OFFICE CENTER, RECREATION CENTER, AND SHOPPING CENTER TO AN AMENDED PD, PLANNED DEVELOPMENT DISTRICT FOR A HOUSING DEVELOPMENT, OFFICE CENTER, RECREATION CENTER, AND SHOPPING CENTER (GENERALLY LOCATED AT THE SOUTHWEST CORNER OF THE INTERSECTION OF THOMASON DRIVE AND SOUTH LOOP 250 WEST); CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION (DISTRICT 4) (DEVELOPMENT SERVICES)**

Purpose:

The applicant, Parkhill, is requesting a Zone Change from PD, Planned District, for Housing Development in part, Office Center in Part, Recreation Center in part, and Shopping Center in part, to an amended PD, Planned District, for Housing Development in part, Office Center in Part, Recreation Center in part, and Shopping Center in part, to amend the site plan and density table.

Recommended City Council Action:

☒ **Approve** ☐ **Deny** ☐ **Direction/Informational**

Fiscal Impact:

This request does not require any City funds.

Current Zoning:

PD, Planned Development District, for Housing Development in part, Office Center in Part, Recreation Center in part, and Shopping Center in part. (Ordinance 9949)

Surrounding Zoning and Land Use:

The properties to the north are zoned PD, Planned District for a Shopping Center (Ordinance No. 8227) and PD, Planned District for an Office Center (Ordinance No. 8227 and 8559). The properties to the east are zoned PD, Planned District for a Shopping Center (Ordinance No. 8219), and PD, Planned District for a Housing Development Ordinance No. 9843) and the location of a gas station and multifamily structures. The property to the west is zoned MF-22, Multiple-Family Dwelling District, and is currently vacant. The property to the south is located in the ETJ, Extraterritorial Jurisdiction, and is the location of undeveloped property.

Analysis:

The applicant, Parkhill, is requesting a zone change for the amendment from PD, Planned District, for Housing Development in part, Office Center in Part, Recreation Center in part, and Shopping Center in part, to an amended PD, Planned District, for Housing Development in part, Office Center in Part, Recreation Center in part, and Shopping Center in part. The lot is currently vacant.

This proposed zone change has been circulated to the respective City departments for internal review and their comments, conditions, and requirements are as follows:

Fire: (Approved)

No objections

Building: (Approved)

No issues. All future structures must adhere to the 2018 International Building Codes, the 2015 International Energy Code, the 2020 NEC requirements, the 2015 International Fire Codes, local city ordinances, zoning requirements, established setbacks, and floodplain requirements if necessary. Code versions are subject to change depending on time of new code edition adoption in the City of Midland and date of permit application.

Engineering: (Approved)

No objections to zoning/zone change. [For Applicant’s Information Only.]

Site drainage, utilities, driveway access, and traffic circulation may be adjusted during construction drawing review as necessary to receive building permit approval from Engineering and Traffic Operations. [For Applicant’s Information Only.]

Code: (Approved)

No Oil and Gas Issues. Informational: No Oil or Gas wells identified within 500 ft. permitted well radius or in the 135 ft. non-permitted well radius of location on plat. Please note if oil & gas wells are not identified or left off plat, this could prevent receiving city permits for structures. Any plugged and abandoned well would need to be identified.

Transportation: (Approved)

Access spacing will be required to adhere to the TxDOT Access Management Standards along the state highway. [Reference City Code Section 9-4-5(D).]

Site drainage, utilities, driveway access, and traffic circulation may be adjusted during construction drawing review as necessary to receive building permit approval from Engineering and Traffic Operations. [For the Applicant's information only.]

No objection to zone change. [For the Applicant's information only.]

Planning (Approved):

The site plan, attached hereto as Exhibit "B," shows a total of two Multi-Family buildings and five Retail / Entertainment buildings. The new density table (Exhibit "C") calls for the same criteria as the old density table for Retail/Restaurant, Office, Hotel, and Apartments, but has created a new section for Entertainment Retail (defined as venues such as a Driving Range, Indoor Go-Carts, Arcades, Miniature Golf, and similar Types.) The exhibit below reflects the criteria for the Entertainment Retail and the new maximum height restriction of fifty-six feet for the building, and 175 feet for a net/fence for a driving range.

Product Type	Maximum Criteria	Maximum GSF **	Maximum Height	Parking
Entertainment Retail***	15,000 SF Per Acre	100,000	56 Feet (Bldg) 175 Feet (Net/Fence)*	1/300 RSF Retail

The new site plan configuration has changed as shown in Exhibit "B."

Staff recommends approval of this zone change from PD, Planned District, for Housing Development in part, Office Center in Part, Recreation Center in part, and Shopping Center in part, to an amended PD, Planned District, for Housing Development in part, Office Center in Part, Recreation Center in part, and Shopping Center in part, subject to conditions A through M.

Conditions:

A. That the use and development of Westridge Village shall conform to the regulations of the 0-2, Office District, except as stated below.

B. That the Planned District Site Layout Plan, which is attached hereto as Exhibit "B" and incorporated herein, shall be considered illustrative and shall only serve as a vision of Westridge Village.

C. That the proposed driveways and drive aisles shown in Exhibit "B" shall be considered preliminary and are subject to approval by the City Manager or his designee.

D. That a Traffic Impact Analysis shall be required before the issuance of a building permit.

E. Use regulations. Land and buildings in the Westridge Village PD may be used for any of the following listed uses, but no land shall hereafter be used and no buildings erected, altered or converted which are arranged, designed or used for other than the following uses:

1. Any use permitted in the 0-2 Office District, MF-16 Multiple Family Dwelling District, TH Townhouse Dwelling District, and RR, Regional Retail District (with the exception of the prohibited uses listed below) is permitted within the aggregate limitations shown in the Program Density Table, which is attached hereto as Exhibit " C" and incorporated herein.

2. The following uses from the RR, Regional Retail District will be prohibited, including:

a. Funeral home or Mortuary;
b. Truck Sales, Heavy Trucks;
c. Scientific Research and Development Center or Laboratory;
d. Pawn Shop;
e. Dance Hall;

F. Area regulations. Except as hereinafter provided in this Section, no building shall be erected, altered or converted for dwelling purposes or any other main use permitted in this Westridge Village PD, unless such use complies with the following regulations.

1. The Westridge Village PD has no minimum or maximum Lot Area, Lot Width or Lot Depth or Front, Side, or Rear Yard requirements. Such requirements will be set forth on the approved comprehensive site plan applicable to each portion of Westridge Village.

G. Height regulations. No building shall be erected to exceed the limitations in height and stories as shown in the Program Density Table on Exhibit "C." "Building Height" shall be measured from the mean ground level elevation immediately adjacent to the building to the rooftop, excluding any rooftop accessories, including without limitation, mechanical equipment and enclosing rooms, stair penthouses and building parapets not in excess of 8 feet in height.

H. Floor Area. Buildable area shall be limited by the Program Density Table on Exhibit " C". A maximum of 1,500,000 gross square feet of Floor Area may be constructed at Westridge Village.

I. Parking: Parking within Westridge Village shall be as set forth on Exhibit " C" for the various uses listed

J. Outdoor Sign Standards: A Master Sign Plan will provide a hierarchy Of signage for Westridge Village typical of mixed -use neighborhood projects, including but not limited to project identification signage located on the perimeter of the property and/ or within the surrounding right-of-way.

K. Site Plan Requirement

1. **Committee. The Mayor of the City shall appoint a Westridge Village Site Plan Review Committee (the " Committee"). The Committee shall be composed of City staff, one or more members of the City Council, and one or more members of the Planning and Zoning Commission; provided, however, that the Committee shall not contain a quorum of the City Council or a quorum of the Planning and Zoning Commission.**

2. **Review. A separate comprehensive site plan for each area of Westridge Village shall be submitted to the City' s Development Services Department for review by the Committee. The Committee may approve or deny a comprehensive site plan or request additional information about a comprehensive site plan. Each separate comprehensive site plan shall be reviewed and approved by the Committee as a condition precedent to the granting of a certificate of occupancy, as per Section 11- 1- 9(C) of the Code.**

3. **Appeal. Any person or entity aggrieved by the action of the Committee in the denial of a comprehensive site plan approval shall have the right to appeal to the City Council. Such appeal shall be taken by filing with the City manager's Office, not later than 14 days after notice of the action complained of has been mailed to such person' s last known address, a written statement shall set a time and place for a hearing on such appeal and notice of such hearing shall be mailed to the appellant. The decision of the City Council on such appeal shall be final and conclusive.**

L. General Traffic Regulations: As long as the streets within Westridge Village remain private, no permits, other than appropriate permits for alcohol consumption, shall be required for any special events held on the streets.

M. Function of this Ordinance. This Ordinance functions as the exclusive land use and zoning regulatory document for Westridge Village. As development proceeds,

additional public hearings for zoning approvals are not required; however, site plan approval is required as set out in Section Two, paragraph of this Ordinance. The provisions of the Code shall apply to Westridge Village except as expressly identified and referenced within this Ordinance.

Letters of Objection:

Staff has not received any letters of objection as of January 5, 2023.

Attachments:

Application
Maps
Preliminary Plat (Exhibit A)
Site Plan (Exhibit B)
Density Table (Exhibit C)
Ordinance 9949

Morris Williams Jr.

City Manager's Office

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE A 37.65-ACRE TRACT OF LAND OUT OF SECTION 48, BLOCK 40, T-1-S, T&P RR CO. SURVEY, CITY AND COUNTY OF MIDLAND, TEXAS, FROM PD, PLANNED DEVELOPMENT DISTRICT FOR A HOUSING DEVELOPMENT, OFFICE CENTER, RECREATION CENTER, AND SHOPPING CENTER TO AN AMENDED PD, PLANNED DEVELOPMENT DISTRICT FOR A HOUSING DEVELOPMENT, OFFICE CENTER, RECREATION CENTER, AND SHOPPING CENTER (GENERALLY LOCATED AT THE SOUTHWEST CORNER OF THE INTERSECTION OF THOMASON DRIVE AND SOUTH LOOP 250 WEST); CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION

WHEREAS, the City Planning and Zoning Commission and the Governing Body of the City of Midland, in compliance with the City Charter, the City Code, and State law, have given the requisite notices by United States mail, publication and otherwise; and after a full and fair hearing to all of the property owners generally and particularly to those interested persons situated in the affected area and in the vicinity thereof, the Governing Body finds that the public health, safety and general welfare will be best served by rezoning a 37.65-acre tract of land out of Section 48, Block 40, T-1-S, T&P RR Co. Survey, City and County of Midland, Texas, said tract being more specifically described by metes and bounds in Exhibit "A", which is attached hereto and incorporated herein (the "Property") to an amended PD, Planned Development District for a Housing Development, Office Center, Recreation Center, and Shopping Center and adopting a site plan therefor, as set out hereinafter;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MIDLAND, TEXAS:

SECTION ONE. That the Zoning District Map of the City of Midland, Texas, is hereby amended to rezone the Property from PD, Planned Development District for a Housing Development, Office Center, Recreation Center and Shopping Center to an amended PD, Planned Development District for a Housing Development, Office Center,

Recreation Center, and Shopping Center.

SECTION TWO. That the base zoning district to which the use and development of the Property shall conform, except as modified by Section Three of this ordinance, is the O-2, Office District.

SECTION THREE. That the use and development of the Property shall be subject to the following conditions and restrictions:

A. That the Planned District Site Layout Plan, which is attached hereto as Exhibit "B" and incorporated herein, shall be considered illustrative and shall only serve as a vision of Westridge Village.

B. That the proposed driveways and drive aisles shown in Exhibit "B" shall be considered preliminary and are subject to approval by the City Manager or the City Manager's designee.

C. That a Traffic Impact Analysis shall be required before the issuance of a building permit.

D. *Use regulations*. Land and buildings in the Westridge Village PD may be used for any of the following listed uses, but no land shall hereafter be used, and no buildings erected, altered or converted which are arranged, designed or used, for other than the following uses:

> Any use permitted in the O-2, Office District, MF-16, Multiple-Family Dwelling District, TH, Townhouse (Attached) Dwelling District, and RR, Regional Retail District, with the exception of the prohibited uses listed below, is permitted within the aggregate limitations shown in the Program Density Table, which is attached hereto as Exhibit "C" and incorporated herein.

The following uses from the RR, Regional Retail District, are prohibited, including:

1. Funeral Home or Mortuary;

2. Truck Sales, Heavy Trucks;

3. Scientific Research and Development Center or Laboratory;

4. Pawn Shop; and

5. Dance Hall.

E. *Area regulations*. Except as hereinafter provided in this Section, no building shall be erected, altered or converted for dwelling purposes or any other main use permitted in this Westridge Village PD unless such use complies with the following regulations:

The Westridge Village PD has no minimum or maximum lot area, lot width or lot depth or front, side, or rear yard requirements. Such requirements shall be set forth on the approved comprehensive site plan applicable to each portion of Westridge Village.

F. *Height regulations*. No building shall be erected to exceed the limitations in height and stories as shown in the Program Density Table on Exhibit "C". "Building Height" shall be measured from the mean ground level elevation immediately adjacent to the building to the rooftop, excluding any rooftop accessories, including without limitation, mechanical equipment and enclosing rooms, stair penthouses and building parapets that do not exceed eight feet in height.

G. *Floor area*. Buildable area shall be limited by the Program Density Table on Exhibit "C". A maximum of 1,500,000 gross square feet of floor area may be constructed at Westridge Village.

H. *Parking*. Parking within Westridge Village shall be as set forth in Exhibit "C" for the various uses listed therein.

I. *Outdoor sign standards*. A Master Sign Plan shall provide a hierarchy of signage for Westridge Village typical of mixed-use neighborhood projects, including but not limited to project identification signage located on the perimeter of the property and/or within the surrounding right-of-way.

J. *Site plan requirement*.

1. *Committee*. The Mayor of the City shall appoint a Westridge Village Site Plan Review Committee (the "Committee"). The Committee shall be composed of City staff, one or more members of the City Council, and one or more members of the Planning and Zoning Commission; provided, however, that the Committee shall not contain a quorum of the City Council or a quorum of the Planning Zoning and Commission.

2. *Review*. A separate comprehensive site plan for each area of Westridge Village shall be submitted to the City's Development Services Department for review by the Committee. The Committee may approve or deny a comprehensive site plan or request additional information about a comprehensive site plan. Each separate comprehensive site plan shall be reviewed and approved by the Committee as a condition precedent to the granting of a certificate of occupancy, as per Section 11-1-9(C) of the City Code.

3. *Appeal*. Any person or entity aggrieved by the action of the Committee in the denial of a comprehensive site plan approval shall have the right to appeal to the City Council. Such appeal shall be taken by filing with the City Manager's Office, not later than 14 days after notice of the action complained of has been mailed to such person's last known address, a written statement setting forth fully the grounds for the appeal. The City Council shall set a time and place for a hearing on such appeal, and notice of such hearing shall be mailed to the appellant. The decision of the City Council on such appeal shall be final and

conclusive.

K. *General traffic regulations*. As long as the streets within Westridge Village remain private, no permits, other than appropriate permits for alcohol consumption, shall be required for any special events held on the streets.

L. *Function of this Ordinance*. This Ordinance functions as the exclusive land use and zoning regulatory document for Westridge Village. As development proceeds, additional public hearings for zoning approvals are not required; however, site plan approval is required as set out in Subsection J above. The provisions of the City Code shall apply to Westridge Village except as expressly identified and referenced within this Ordinance.

SECTION FOUR. That the definitions given in the zoning regulations contained in the City Code of the City of Midland, Texas, shall be applicable to such of those terms as are used herein.

SECTION FIVE. The provisions of this ordinance are to be cumulative of all other ordinances or parts of ordinances governing or regulating the same subject matter as that covered herein; provided, however, that all prior ordinances or parts of ordinances inconsistent with or in conflict with any of the provisions of this ordinance are hereby expressly repealed to the extent of any such inconsistency or conflict.

SECTION SIX. If any section, subsection, sentence, clause or phrase of this ordinance is, for any reason, held to be unconstitutional or invalid, such holding shall not affect the validity of the remaining portions of this ordinance. The Council of the City of Midland hereby declares that it would have passed this ordinance and each section, subsection, sentence, clause, or phrase hereof irrespective of the fact that any one or more sections, subsections, sentences, clauses, or phrases be declared unconstitutional or invalid.

SECTION SEVEN. The penalty for violation of this ordinance shall be in accordance with the general penalty provisions contained in Section 1-3-1 of the City Code of Midland, Texas, which provides for a fine not exceeding two thousand dollars ($2,000.00).

SECTION EIGHT. The City Secretary is hereby authorized and directed to publish

the descriptive caption of this ordinance in the manner and for the length of time prescribed by the law as an alternative method of publication.

The above and foregoing ordinance was duly proposed, read in full and adopted on first reading, the _____ day of _____, A.D., 2023; and passed to second reading on motion of Council member _____, seconded by Council member _____, by the following vote:

Council members voting "AYE":

Council members voting "NAY":

The above and foregoing ordinance was read in full and finally adopted by the following vote upon motion of Council member _____, seconded by Council member _____, on the _____ day of _____, A.D., 2023, at a regular meeting of the City Council:

Council members voting "AYE":

Council members voting "NAY":

PASSED AND APPROVED THIS _____ day of _____, A.D., 2023.

_____
Lori Merritt Blong, Mayor

ATTEST:

_____
Amy M. Turner, City Secretary

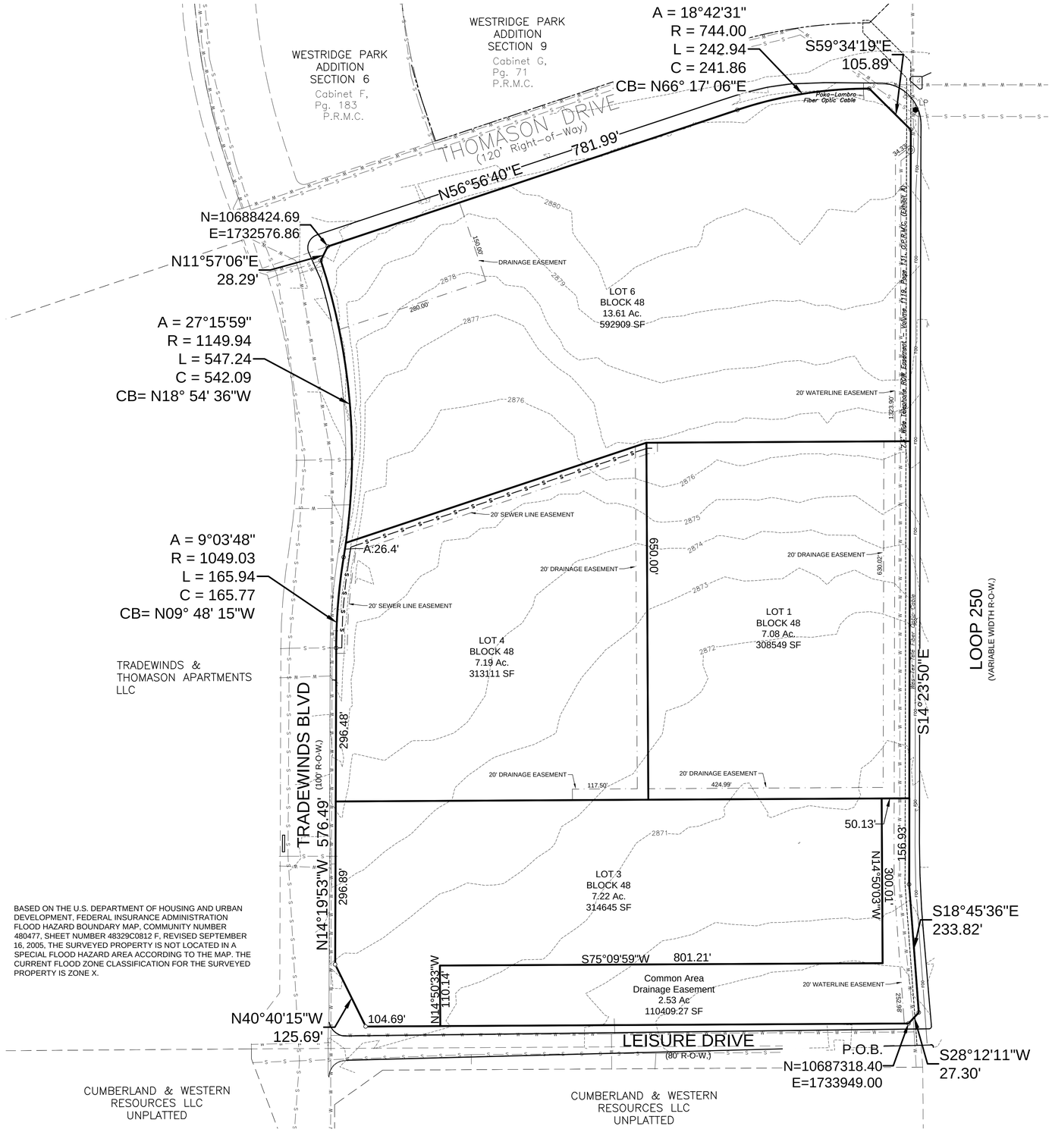
APPROVED AS TO CONTENT
AND COMPLETENESS:

_____
Charles Harrington, Director of Development Services

APPROVED ONLY AS TO FORM:

_____
John Ohnemiller, City Attorney

EXHIBIT "A"



BASED ON THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT, FEDERAL INSURANCE ADMINISTRATION FLOOD HAZARD BOUNDARY MAP, COMMUNITY NUMBER 480477, SHEET NUMBER 48329C0812 F, REVISED SEPTEMBER 16, 2005, THE SURVEYED PROPERTY IS NOT LOCATED IN A SPECIAL FLOOD HAZARD AREA ACCORDING TO THE MAP. THE CURRENT FLOOD ZONE CLASSIFICATION FOR THE SURVEYED PROPERTY IS ZONE X.

OWNER'S CERTIFICATES

STATE OF TEXAS
COUNTY OF MIDLAND :

WHEREAS, WESTRIDGE VILLAGE, LP is the record owner of 37.65 Acres of Land Located in Section 48, Block 40 T-1-S, T&P RR Survey Midland County Texas and more particularly described hereon.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS :

That we, WESTRIDGE VILLAGE, LP, do hereby adopt this plat designating the hereinabove described property as WESTRIDGE PARK ADDITION, SECTION 49 to the City of Midland, Texas, and we do hereby dedicate to the public use forever the streets, alleys, and easements shown thereon.

WITNESS our hands at Midland, Texas, this the_____day_____20____.

By: _____
Alan D. Feinsilver, President

STATE OF _____:
COUNTY OF _____:

This instrument was acknowledged before me on _____, 20___ by Alan D. Feinsilver on behalf of WESTRIDGE VILLAGE, LP

_____
Notary Public Signature

UTILITY COMPANY'S CERTIFICATE

This plat has been checked for accessibility of utilities.

_____ Oncor Electric Delivery Service (PLEASE PRINT)

_____ AT&T Texas (PLEASE PRINT)

_____ Atmos Energy (PLEASE PRINT)

_____ SuddenLink Communications (PLEASE PRINT)

_____ Grande Communications (PLEASE PRINT)

SURVEYOR'S CERTIFICATE

KNOW ALL MEN BY THESE PRESENTS

That I, Samuel Wyatt, a Registered Professional Land Surveyor, do hereby certify that I prepared this plat from an actual and accurate survey of the land and that the corner monuments shown thereon were properly placed under my personal supervision, in accordance with the Subdivision Regulations of the City of Midland, Texas.

_____
Samuel Wyatt, R.P.L.S. #6453

SPECIAL STATE PLANE COORDINATE NOTE

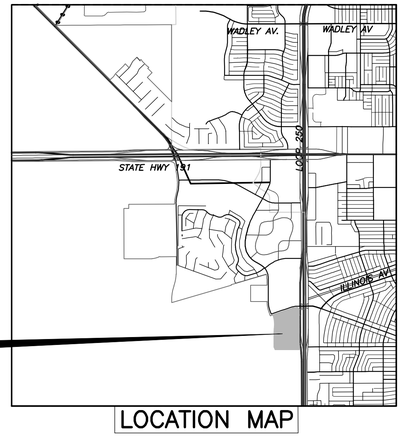
Bearings, coordinates, distances and areas are relative to the Texas State Plane Coordinate System (Central Zone1983 NAD), with a combined scale factor of 0.999880170 and a theta angle equal to -0°56'03" at a 1/2-inch iron rod with a plastic cap marked "PSC CONROL", said control point having the following coordinates: NORTHING = 10,675,139.45 and EASTING = 1,733,931.51 in U.S. Survey Feet.

CERTIFICATE OF APPROVAL

This is to certify that the above and foregoing plat of WESTRIDGE PARK ADDITION, SECTION 47 was approved by proper action of the City Planning and Zoning Commission of the City of Midland, Texas, on this the_____th day of_____20____.

Chairman - LUCY SISNIEGA

Secretary - ELIZABETH SHAUGHNESSY



WESTRIDGE PARK ADDITION SECTION 49

LOCATION MAP

PRELIMINARY PLAT

WESTRIDGE PARK ADDITION
SECTION 47

Being a 37.65 Ac tract of land located in the Northeast quarter of Section 48, Block 40, T-1-S, T.&P.RR.Co, Survey
City and County of Midland, Texas

N

0 100' 200'

LEGEND:

= TRACT/DEED/PLAT LIMITS BOUNDARY LINE
= TRACT/DEED/PLAT ADJOINER LINES
= PLATTED LOT LINE/SUBDIVIDED LINE
= EXISTING WATER LINE
= PLATTED LOT LINE/SUBDIVIDED LINE
= EASEMENT LINE
= EXISTING EASEMENT LINE
= ELEVATION CONTOUR LINE

NOTES:

1. SELLING A PORTION OF THIS ADDITION BY METES AND BOUNDS MAY BE A VIOLATION OF CITY ORDINANCE AND STATE LAW AND SUBJECT TO FINES AND WITHHOLDING OF UTILITIES AND BUILDING PERMITS.
2. INITIAL IMPACT FEES WILL BE ASSESSED DURING THE FINAL PLATTING PROCESS. IMPLEMENTATION AND COLLECTION OF IMPACT FEES WILL TAKE PLACE DURING THE BUILDING PERMIT PROCESS. ADDITIONAL IMPACT FEES OR INCREASES IN FEES MAY NOT BE ASSESSED AGAINST THE TRACT UNLESS THE NUMBER OF SERVICE UNITS TO BE DEVELOPED ON THE TRACT INCREASES.
3. APPROVAL OF A SITE PLAN BY THE CITY OF MIDLAND MAY BE REQUIRED BEFORE THE DEVELOPMENT OF ANY LOT AND BEFORE A BUILDING PERMIT MAY BE OBTAINED.
4. A BLANKET EASEMENT OF INGRESS AND EGRESS IS HEREBY GRANTED FOR WESTRIDGE PARK ADDITION, SECTION 45 TO THE CITY OF MIDLAND FOR GARBAGE AND TRASH COLLECTION AND LOCATION AND MAINTENANCE OF TRASH CONTAINERS, SAVE AND EXCEPT THOSE AREAS OCCUPIED BY A BUILDING OR STRUCTURE. SAID EASEMENT IS CONDITIONED SUCH THAT NO CONSTRUCTION SHALL COMMENCE ON SAID LOT UNTIL EXACT LOCATION OF SAID CONTAINERS AND THE EASEMENTS IN CONNECTION THEREWITH HAVE BEEN SELECTED AND APPROVED BY THE DIRECTOR OF UTILITIES.
5. RELATIVE TO THE EXISTING DRAINAGE EASEMENT: THE MAINTENANCE OF ANY STORMWATER FACILITY IN THIS EASEMENT IS THE RESPONSIBILITY OF THE PROPERTY OWNER. PROPERTY OWNER AGREES TO MAINTAIN THE FACILITY IN WORKING ORDER, WITH INSPECTIONS AND CORRECTIVE ACTION MADE AT LEAST ANNUALLY. REPORTS OF SUCH INSPECTIONS AND MAINTENANCE SHALL BE KEPT FOR INSPECTION BY THE CITY OF MIDLAND STORMWATER ADMINISTRATOR ON REQUEST, OR MAY BE FORWARDED TO THE CITY ENGINEER'S OFFICE.
6. RELATIVE TO THE EXISTING DRAINAGE EASEMENT: THE CITY OF MIDLAND SHALL HAVE THE RIGHT TO MITIGATE DEFICIENCIES IN THE FUNCTION OF THE STORMWATER FACILITY, AND TO BE REIMBURSED BY THE PROPERTY OWNER, IF THE CITY FINDS IT NECESSARY FOR PUBLIC HEALTH AND SAFETY.
7. RELATIVE TO THE EXISTING DRAINAGE EASEMENT: THE CITY OF MIDLAND AND ITS EMPLOYEES, CONTRACTORS, AGENTS, SUCCESSORS, AND ASSIGNS, SHALL HAVE THE FREE AND UNINTERRUPTED RIGHT OF PASSAGE IN, ON, UPON, OVER, UNDER, ACROSS, ALONG AND THROUGH THE PROPERTY DESCRIBED HEREIN FOR THE PURPOSE OF ESTABLISHING, LAYING, CONSTRUCTING, RECONSTRUCTING, INSTALLING, REALIGNING, MODIFYING, REPLACING, IMPROVING, ALTERING, OPERATING, MAINTAINING, ACCESSING, INSPECTING, REPAIRING, RELOCATING AND REMOVING SAID FACILITIES, INCLUDING BUT NOT LIMITED TO, THE RIGHT TO CUT AND TRIM BUSHES AND TREES, TOGETHER WITH THE RIGHT OF INGRESS, EGRESS AND REGRESS FOR SUCH PURPOSES IN, ON, UPON, OVER, UNDER, ACROSS, ALONG AND THROUGH THE PROPERTY DESCRIBED HEREIN.
8. RELATIVE TO THE EXISTING DRAINAGE EASEMENT: DEVELOPER MAY NOT USE ANY PART OF THE PROPERTY DESCRIBED HEREIN IF SUCH USE WILL DAMAGE, DESTROY, INJURE, AND/OR UNDULY INTERFERE WITH THE CITY OF MIDLAND'S USE OF THE PROPERTY. DEVELOPER EXPRESSLY COVENANTS AND AGREES FOR ITSELF, ITS LEGAL REPRESENTATIVES, SUCCESSORS AND/OR ASSIGNS, THAT NO BUILDING, ROADWAYS, OR CURBS AND GUTTERS OF ANY KIND WILL BE PLACED ON THE PROPERTY DESCRIBED HEREIN. WRITTEN PERMISSION FOR ABOVE GROUND APPURTENANCES MUST BE OBTAINED FROM THE CITY OF MIDLAND, PRIOR TO INSTALLATION.
9. THERE IS A RECIPROCAL RIGHT OF ACCESS BETWEEN LOTS 1, 2, 3, 4, AND 5, BLOCK 48 IN ALL LOCATIONS EXCEPT WHERE OTHERWISE OBSTRUCTED BY A BUILDING OR FENCE. NO PHYSICAL BARRIERS WILL BE ERECTED THAT WOULD RESTRICT VEHICULAR TRAFFIC BETWEEN LOTS.

OWNER & DEVELOPER:

WESTRIDGE VILLAGE, LP

1885 Saint James Place, Suite 1100
Houston, Texas 77056
Contact: Alan Fiensilver
(713) 266-1101

ENGINEER:

PARKHILL

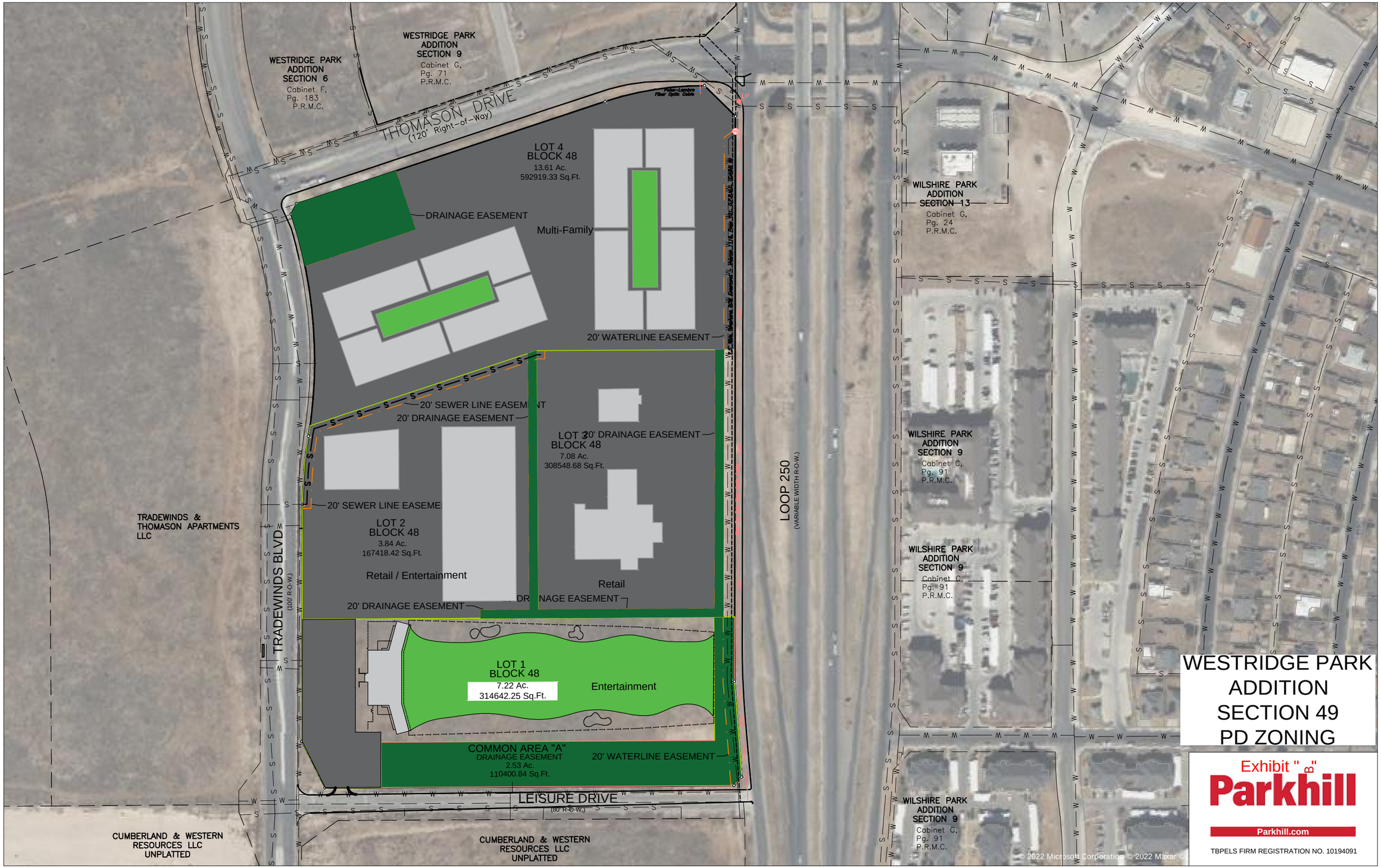
1700 W. WALL STREET
MIDLAND, TEXAS 79701
Contact: Josh Wallender
(432) 697-1447

WESTRIDGE PARK ADDITION
SECTION 47

Parkhill
Parkhill.com
TBPELS FIRM REGISTRATION NO. 10194091

PLAT FILED FOR RECORD
MIDLAND COUNTY, TEXAS
NO. _____ CABINET _____
DATE _____ PAGE _____

X:\2019\49B13\01\DGN\01_DWG\05D_CIVIL\02_PLATTING\Westridge 49\SD-RWS-MB1.PRPL_20221109 - 4 cols.dwg, 11/20/2022 1:54:01 PM, AutoCAD PDF (Smallest File).pc3



WESTRIDGE PARK ADDITION SECTION 49 PD ZONING

Exhibit " B "

Parkhill

Parkhill.com

TBPELS FIRM REGISTRATION NO. 10194091

X:\2019\6883.19\03_DSGN\01_DWG\050_CIVIL\03_PLATTING\Westridge 45\03-Zone Change\6883_ZONE_20221109 - 4 Lots.dwg, 11/29/2022 2:35:49 PM, AutoCAD PDF (Smallest File).pc3

Westridge Village

Southwest Corner Loop 250 and Thomason

EXHIBIT "C"

PD Zoning - Program Density Table

Product Type	Maximum Criteria	Maximum GSF **	Maximum Height	Parking	
Entertainment Retail***	15,000 SF Per Acre	100,000	56 Feet (Bldg) 175 Feet (Net/Fence)*	1/300 RSF Retail	
Retail/Restaurant	15,000 SF Per Acre	300,000	35 Feet	1/300 RSF Retail 8/1000 RSF Restaurant	
Office	Floor Area Ratio 1.2:1 Excluding Parking Garage	600,000	98 Feet	2.5/1000 RSF	
Hotel	Floor Area Ratio 1.2:1 Excluding Parking Garage	150,000	98 Feet	1/Per Key	
Apartments	50 Units Per Acre	900,000	56 Feet	1/Unit 1.5/Unit 2/Unit 2.5/Unit	Studio 1 Bedroom 2 Bedroom 3 Bedroom

* Net/Fence is Specific to a Driving Range Entertainment Venue only.

** Overall Maximum GSF = 1,500,000 GSF (No combination of the above can exceed an overall 1,500,000 GSF)

Note: Gross Square Footage is calculated using Floor Area less square footage related to parking structures, loading dock areas, corridors, mezzaine space, balconies, vertical circulation, and utility rooms.

*** Entertainment Retail is defined as venues such as a Driving Range, Indoor Go-Carts, Arcades, Miniature Golf, and similar Types

MIDLAND
Planning Division

Zone Change/Planned District Amendment/Site Plan Approval

Project Number: Z-22-0312

Case Number:

Applicant *(if acting as Agent, see affidavit on page 2)* Printed Name: Pontikes Development, LLC		Phone (713) 266-1101 Email	
Address 1885 St James Place, Suite 1100	City Houston	State Tx	Zip 77056

Property Owner Printed Name: Westridge Village, LP		Phone (713) 266-1101 Email	
Address 1885 St James Place, Suite 1100	City Houston	State Tx	Zip 77056

Representative *(if different from Applicant or Property Owner)* Firm: Parkhill Printed Name: Josh Wallender (Parkhill PROJ # 6883.19)		Phone (432) 697-1447 Email jwallender@Parkhill.com	
Address 1700 West Wall, Suite 100	City Midland	State Texas	Zip 79701

Street Address: Please see attached Sketch Plan

Legal Description
Lot: Block: Subdivision:

Current Zoning: PD - Ordinance 9949	**Proposed Zone:** Amended PD *(List by tracts if more than one district is requested)*

Reason for Zone Change Request: Better fit for the use of the land

Present Use of Property: Vacant land

Proposed Use of Property: Entertainment Retail, General Retail, Restaurants, Office, Hotel, Multi-Family

How would this zone change affect the public health, safety and welfare? It would bring a new atmosphere to the surrounding community and improve safety, health, and welfare.

Describe how conditions affecting the property have changed since present zoning designation: No Changes

Submittal and Fees
Items to be submitted with this application form:

- Application Fee – Payable to the 'City of Midland'
- Dimensioned Site Plan
- Digital Copies of Site Plan (PDF/JPEG)

Signature *(by property owner only – authorized agent must sign affidavit below)*	
Applicant (signature): Alan Feinsilver	Date: Nov 8, 2022
Applicant (printed): ALAN D FEINSILVER	
Property Owner (signature): Alan Feinsilver	Date: Nov 8, 2022
Property Owner (printed) : ALAN D FEINSILVER	

The Zone Change/Planned District Amendment/Site Plan Approval shall be considered officially received in the Planning office only when it has been submitted in full compliance with the provisions of Section 212 of the Texas Local Government Code and the Zoning Code of Ordinances of the City of Midland and when such required items for the application are also received.

All materials, including exhibits, submitted in support of an application, or displayed during a public hearing, shall remain the property of the City of Midland.

STATE OF TEXAS
COUNTY OF MIDLAND

Before me, the undersigned authority, on this day personally appear Josh Wellender who, being by me duly sworn, upon oath says: That (s)he is the owner of _____ or authorized by Westridge Village LP, the owner of the above described property, to fully represent him/her in this application and that (s)he had the legal right, power and authority to sign said owner's name hereto as his/her attorney in fact.

Authorized Agent (*signature*)

Subscribed and sworn to before me, this 9th day of November, 2022, to certify which witness my hand and seal of office.

DALIA SALINAS
My Notary ID # 128541568
Expires March 9, 2023

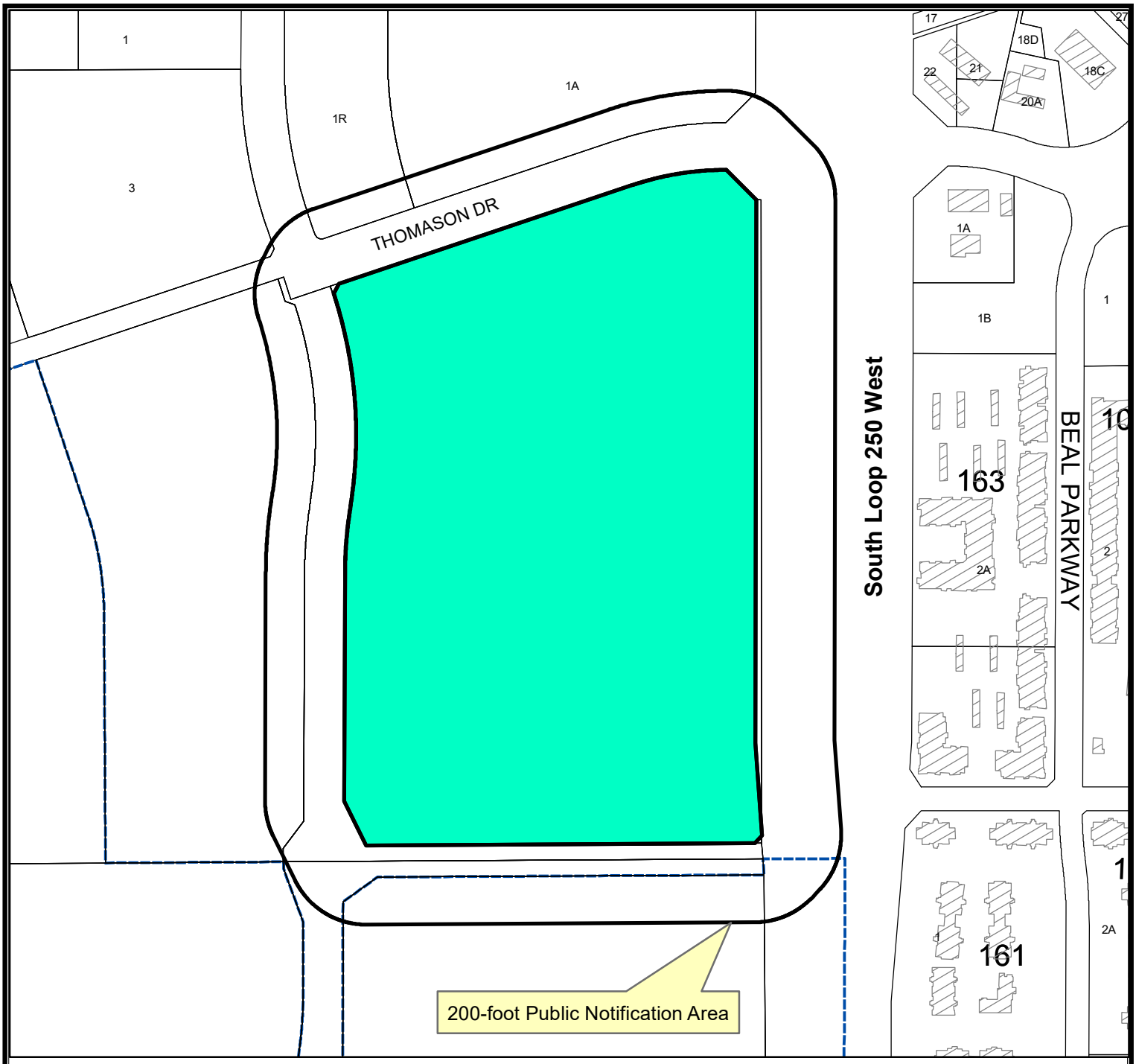
Dalia Salinas

NOTARY PUBLIC, MIDLAND COUNTY, TEXAS

FOR OFFICE USE ONLY

☑ Property Owner Authorization	☑ Dimensioned Site Plan
☑ Application Fee	☑ Plans in Digital Format (PDF/JPEG)
Check # 001563	
Received By: Jexie Walling	Date: NOV 8 2022
	BY:

****Application will not be considered for scheduling until reviewed by a planner.****



LOCATION MAP

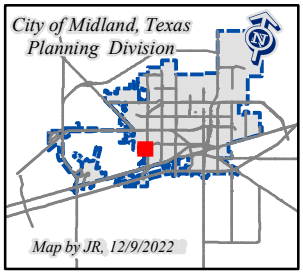
Z-22-0312 **Scale: 1" = 4,336'**

Consider a request by Parkhill for a zone change from PD, Planned District for a Housing Development District, Office Center District in Part, Recreation Center District in part, and Shopping Center District in part, to an amended PD, Planned District for a Housing Development District,Office Center District in Part, Recreation Center District in part, and Shopping Center District in part, on a 37.65-acre tract of land out of the Northeast Quarter of Section 48, Block 40, T-1-S, T & P. R.R. Co. Survey, City and County Midland, Texas.

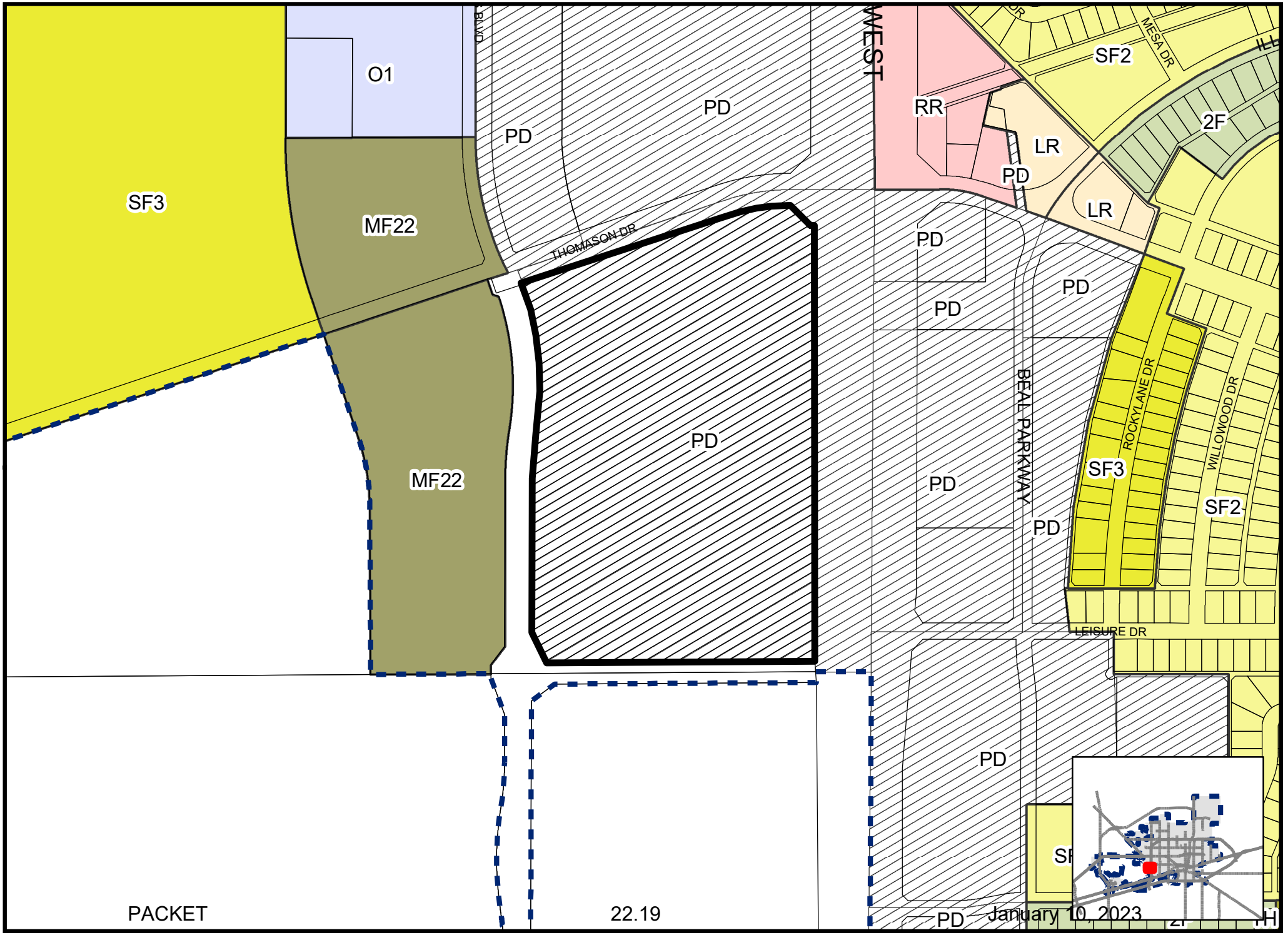
Generally located on the southwest corner of the intersection of Thomason Dr. and S. Loop 250 West. (Council District 4)

LEGEND

- CITY LIMITS
- PARCEL
- PRIVATE BLDGS



©THE CITY OF MIDLAND - 2021
THIS DATA IS NOT A SUBSTITUTION FOR A SURVEY NOR IS IT DESIGNED TO BE USED AS A PRIMARY TOOL IN PERMITTING OR OTHER DECISIONS BASED SOLELY ON THE INFORMATION CONTAINED HEREIN.
THE CITY OF MIDLAND SHALL NOT BE RESPONSIBLE FOR ANY DECISIONS BASED UPON THE USE OF THIS DATA.



Map By JR, 12/2/2022

Z-22-0312

Scale: 1" = 200'

ZONING MAP

© THE CITY OF MIDLAND - 2021: THIS DATA IS NOT A SUBSTITUTION FOR A SURVEY PRODUCT, NOR IS IT DESIGNED TO BE USED AS A PRIMARY TOOL IN PERMITTING OR OTHER DECISIONS BASED SOLELY ON THE INFORMATION CONTAINED HEREIN. THE CITY OF MIDLAND SHALL NOT BE RESPONSIBLE FOR ANY DECISIONS BASED UPON THE USE OF THIS DATA.

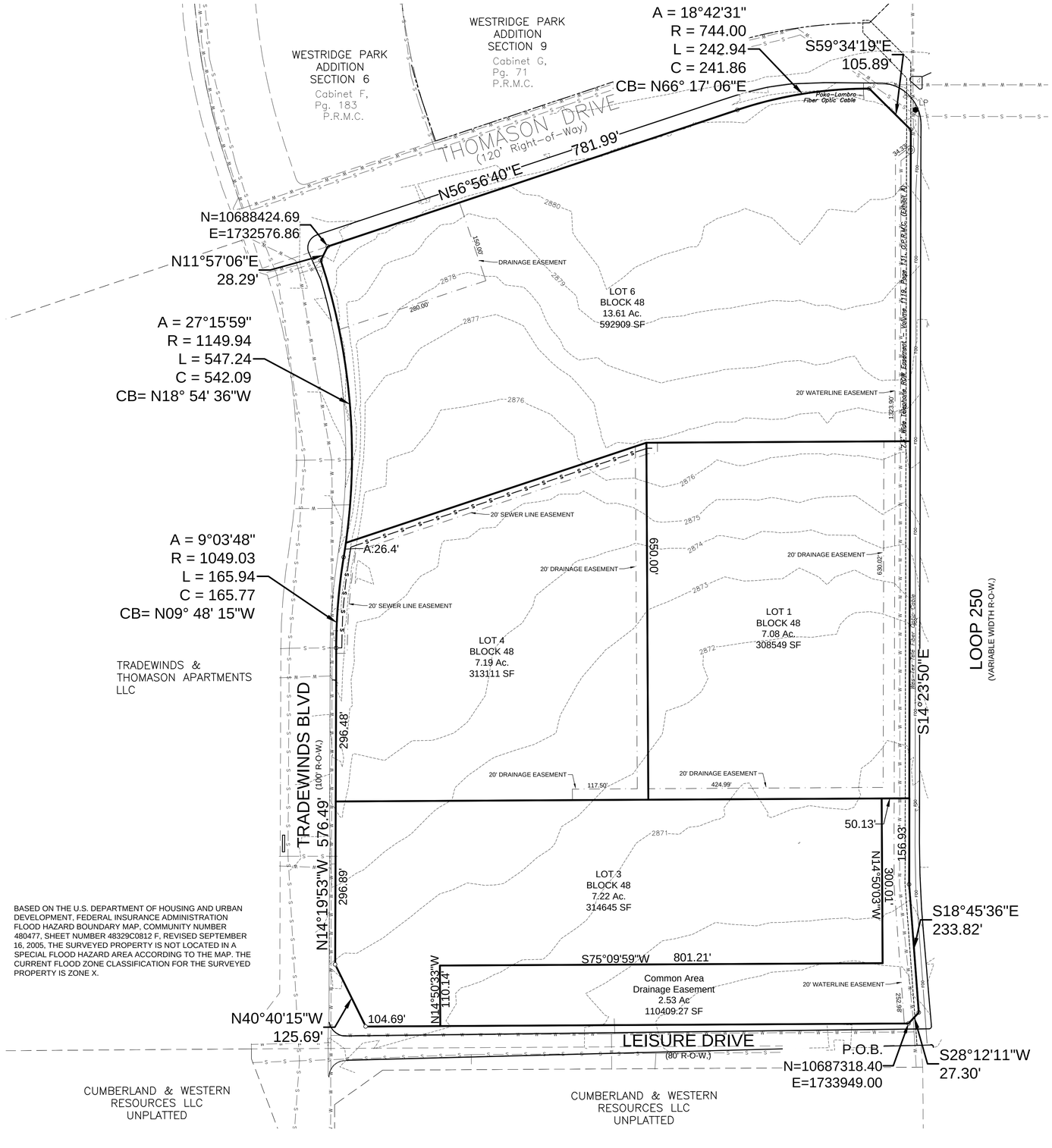
PRELIMINARY PLAT

WESTRIDGE PARK ADDITION
SECTION 47

Being a 37.65 Ac tract of land located in the Northeast quarter of Section 48, Block 40, T-1-S, T.&P.RR.Co, Survey
City and County of Midland, Texas

N

0 100' 200'



BASED ON THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT, FEDERAL INSURANCE ADMINISTRATION FLOOD HAZARD BOUNDARY MAP, COMMUNITY NUMBER 480477, SHEET NUMBER 48329C0812 F, REVISED SEPTEMBER 16, 2005, THE SURVEYED PROPERTY IS NOT LOCATED IN A SPECIAL FLOOD HAZARD AREA ACCORDING TO THE MAP. THE CURRENT FLOOD ZONE CLASSIFICATION FOR THE SURVEYED PROPERTY IS ZONE X.

OWNER'S CERTIFICATES

STATE OF TEXAS
COUNTY OF MIDLAND :

WHEREAS, WESTRIDGE VILLAGE, LP is the record owner of 37.65 Acres of Land Located in Section 48, Block 40 T-1-S, T&P RR Survey Midland County Texas and more particularly described hereon.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS :

That we, WESTRIDGE VILLAGE, LP, do hereby adopt this plat designating the hereinabove described property as WESTRIDGE PARK ADDITION, SECTION 49 to the City of Midland, Texas, and we do hereby dedicate to the public use forever the streets, alleys, and easements shown thereon.

WITNESS our hands at Midland, Texas, this the_____day_____20____.

By: _____
Alan D. Feinsilver, President

STATE OF _____:
COUNTY OF _____:

This instrument was acknowledged before me on _____, 20___ by Alan D. Feinsilver on behalf of WESTRIDGE VILLAGE, LP

_____
Notary Public Signature

UTILITY COMPANY'S CERTIFICATE

This plat has been checked for accessibility of utilities.

_____ Oncor Electric Delivery Service (PLEASE PRINT)

_____ AT&T Texas (PLEASE PRINT)

_____ Atmos Energy (PLEASE PRINT)

_____ SuddenLink Communications (PLEASE PRINT)

_____ Grande Communications (PLEASE PRINT)

SURVEYOR'S CERTIFICATE

KNOW ALL MEN BY THESE PRESENTS

That I, Samuel Wyatt, a Registered Professional Land Surveyor, do hereby certify that I prepared this plat from an actual and accurate survey of the land and that the corner monuments shown thereon were properly placed under my personal supervision, in accordance with the Subdivision Regulations of the City of Midland, Texas.

_____
Samuel Wyatt, R.P.L.S. #6453

SPECIAL STATE PLANE COORDINATE NOTE

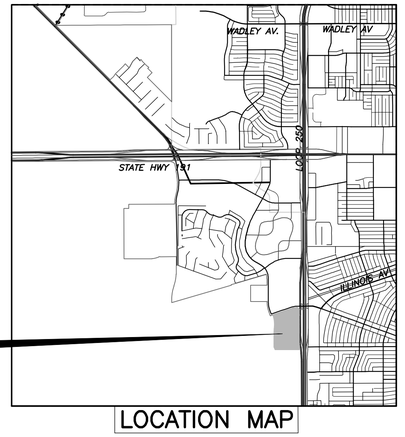
Bearings, coordinates, distances and areas are relative to the Texas State Plane Coordinate System (Central Zone1983 NAD), with a combined scale factor of 0.999880170 and a theta angle equal to -0°56'03" at a 1/2-inch iron rod with a plastic cap marked "PSC CONROL", said control point having the following coordinates: NORTHING = 10,675,139.45 and EASTING = 1,733,931.51 in U.S. Survey Feet.

CERTIFICATE OF APPROVAL

This is to certify that the above and foregoing plat of WESTRIDGE PARK ADDITION, SECTION 47 was approved by proper action of the City Planning and Zoning Commission of the City of Midland, Texas, on this the_____th day of_____20____.

Chairman - LUCY SISNIEGA

Secretary - ELIZABETH SHAUGHNESSY



WESTRIDGE PARK ADDITION SECTION 49

LOCATION MAP

LEGEND:

= TRACT/DEED/PLAT LIMITS BOUNDARY LINE
= TRACT/DEED/PLAT ADJOINER LINES
= PLATTED LOT LINE/SUBDIVIDED LINE
= EXISTING WATER LINE
= PLATTED LOT LINE/SUBDIVIDED LINE
= EASEMENT LINE
= EXISTING EASEMENT LINE
= ELEVATION CONTOUR LINE

NOTES:

1. SELLING A PORTION OF THIS ADDITION BY METES AND BOUNDS MAY BE A VIOLATION OF CITY ORDINANCE AND STATE LAW AND SUBJECT TO FINES AND WITHHOLDING OF UTILITIES AND BUILDING PERMITS.
2. INITIAL IMPACT FEES WILL BE ASSESSED DURING THE FINAL PLATTING PROCESS. IMPLEMENTATION AND COLLECTION OF IMPACT FEES WILL TAKE PLACE DURING THE BUILDING PERMIT PROCESS. ADDITIONAL IMPACT FEES OR INCREASES IN FEES MAY NOT BE ASSESSED AGAINST THE TRACT UNLESS THE NUMBER OF SERVICE UNITS TO BE DEVELOPED ON THE TRACT INCREASES.
3. APPROVAL OF A SITE PLAN BY THE CITY OF MIDLAND MAY BE REQUIRED BEFORE THE DEVELOPMENT OF ANY LOT AND BEFORE A BUILDING PERMIT MAY BE OBTAINED.
4. A BLANKET EASEMENT OF INGRESS AND EGRESS IS HEREBY GRANTED FOR WESTRIDGE PARK ADDITION, SECTION 45 TO THE CITY OF MIDLAND FOR GARBAGE AND TRASH COLLECTION AND LOCATION AND MAINTENANCE OF TRASH CONTAINERS, SAVE AND EXCEPT THOSE AREAS OCCUPIED BY A BUILDING OR STRUCTURE. SAID EASEMENT IS CONDITIONED SUCH THAT NO CONSTRUCTION SHALL COMMENCE ON SAID LOT UNTIL EXACT LOCATION OF SAID CONTAINERS AND THE EASEMENTS IN CONNECTION THEREWITH HAVE BEEN SELECTED AND APPROVED BY THE DIRECTOR OF UTILITIES.
5. RELATIVE TO THE EXISTING DRAINAGE EASEMENT: THE MAINTENANCE OF ANY STORMWATER FACILITY IN THIS EASEMENT IS THE RESPONSIBILITY OF THE PROPERTY OWNER. PROPERTY OWNER AGREES TO MAINTAIN THE FACILITY IN WORKING ORDER, WITH INSPECTIONS AND CORRECTIVE ACTION MADE AT LEAST ANNUALLY. REPORTS OF SUCH INSPECTIONS AND MAINTENANCE SHALL BE KEPT FOR INSPECTION BY THE CITY OF MIDLAND STORMWATER ADMINISTRATOR ON REQUEST, OR MAY BE FORWARDED TO THE CITY ENGINEER'S OFFICE.
6. RELATIVE TO THE EXISTING DRAINAGE EASEMENT: THE CITY OF MIDLAND SHALL HAVE THE RIGHT TO MITIGATE DEFICIENCIES IN THE FUNCTION OF THE STORMWATER FACILITY, AND TO BE REIMBURSED BY THE PROPERTY OWNER, IF THE CITY FINDS IT NECESSARY FOR PUBLIC HEALTH AND SAFETY.
7. RELATIVE TO THE EXISTING DRAINAGE EASEMENT: THE CITY OF MIDLAND AND ITS EMPLOYEES, CONTRACTORS, AGENTS, SUCCESSORS, AND ASSIGNS, SHALL HAVE THE FREE AND UNINTERRUPTED RIGHT OF PASSAGE IN, ON, UPON, OVER, UNDER, ACROSS, ALONG AND THROUGH THE PROPERTY DESCRIBED HEREIN FOR THE PURPOSE OF ESTABLISHING, LAYING, CONSTRUCTING, RECONSTRUCTING, INSTALLING, REALIGNING, MODIFYING, REPLACING, IMPROVING, ALTERING, OPERATING, MAINTAINING, ACCESSING, INSPECTING, REPAIRING, RELOCATING AND REMOVING SAID FACILITIES, INCLUDING BUT NOT LIMITED TO, THE RIGHT TO CUT AND TRIM BUSHES AND TREES, TOGETHER WITH THE RIGHT OF INGRESS, EGRESS AND REGRESS FOR SUCH PURPOSES IN, ON, UPON, OVER, UNDER, ACROSS, ALONG AND THROUGH THE PROPERTY DESCRIBED HEREIN.
8. RELATIVE TO THE EXISTING DRAINAGE EASEMENT: DEVELOPER MAY NOT USE ANY PART OF THE PROPERTY DESCRIBED HEREIN IF SUCH USE WILL DAMAGE, DESTROY, INJURE, AND/OR UNDULY INTERFERE WITH THE CITY OF MIDLAND'S USE OF THE PROPERTY. DEVELOPER EXPRESSLY COVENANTS AND AGREES FOR ITSELF, ITS LEGAL REPRESENTATIVES, SUCCESSORS AND/OR ASSIGNS, THAT NO BUILDING, ROADWAYS, OR CURBS AND GUTTERS OF ANY KIND WILL BE PLACED ON THE PROPERTY DESCRIBED HEREIN. WRITTEN PERMISSION FOR ABOVE GROUND APPURTENANCES MUST BE OBTAINED FROM THE CITY OF MIDLAND, PRIOR TO INSTALLATION.
9. THERE IS A RECIPROCAL RIGHT OF ACCESS BETWEEN LOTS 1, 2, 3, 4, AND 5, BLOCK 48 IN ALL LOCATIONS EXCEPT WHERE OTHERWISE OBSTRUCTED BY A BUILDING OR FENCE. NO PHYSICAL BARRIERS WILL BE ERECTED THAT WOULD RESTRICT VEHICULAR TRAFFIC BETWEEN LOTS.

OWNER & DEVELOPER:

WESTRIDGE VILLAGE, LP

1885 Saint James Place, Suite 1100
Houston, Texas 77056
Contact: Alan Fiensilver
(713) 266-1101

ENGINEER:

PARKHILL

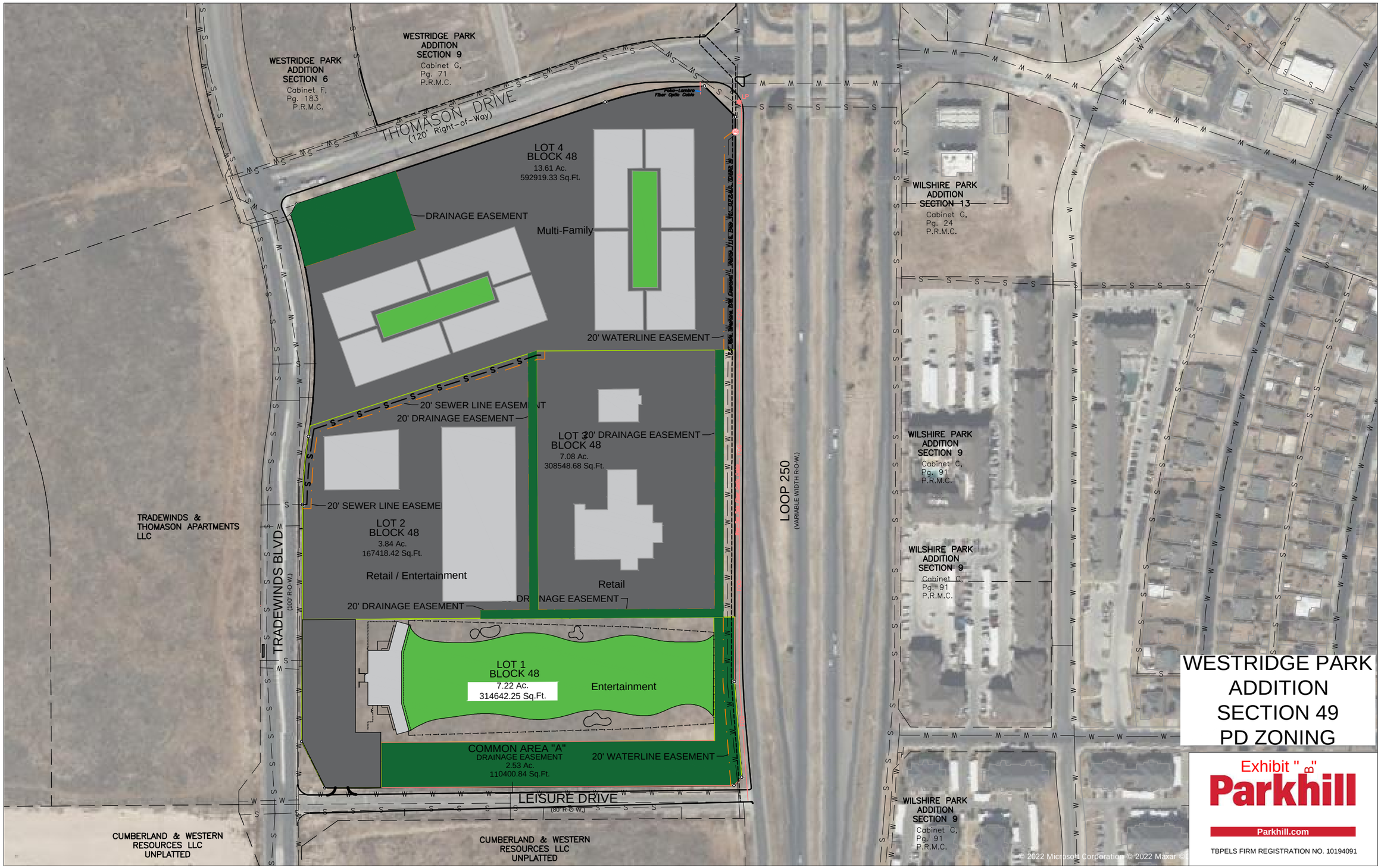
1700 W. WALL STREET
MIDLAND, TEXAS 79701
Contact: Josh Wallender
(432) 697-1447

WESTRIDGE PARK ADDITION
SECTION 47

Parkhill
Parkhill.com
TBPELS FIRM REGISTRATION NO. 10194091

PLAT FILED FOR RECORD
MIDLAND COUNTY, TEXAS
NO. _____ CABINET _____
DATE _____ PAGE _____

X:\2019\49B\139\01_SRVY\ACS_DWG\SRD_CIVIL\01_PLATTING\Westridge 49\SD-RWS-1689.1_PRPL_20221109 - 4 cuts.dwg 11/20/2022 3:54:53 PM AutoCAD PDF (Smallest File).pc3



WESTRIDGE PARK ADDITION SECTION 49 PD ZONING

Exhibit " B "

Parkhill

Parkhill.com

TBPELS FIRM REGISTRATION NO. 10194091

X:\2019\6683.19\03_DSGN\01_DWG\050_CIVIL\03_PLATTING\Westridge 45\03-Zone Change\6683_ZONE_20221109 - 4 Lots.dwg, 11/29/2022 2:35:49 PM, AutoCAD PDF (Smallest File).pc3

Westridge Village

Southwest Corner Loop 250 and Thomason

EXHIBIT " C"

PD Zoning - Program Density Table

Product Type	Maximum Criteria	Maximum GSF **	Maximum Height	Parking	
Entertainment Retail***	15,000 SF Per Acre	100,000	56 Feet (Bldg) 175 Feet (Net/Fence)*	1/300 RSF Retail	
Retail/Restaurant	15,000 SF Per Acre	300,000	35 Feet	1/300 RSF Retail 8/1000 RSF Restaurant	
Office	Floor Area Ratio 1.2:1 Excluding Parking Garage	600,000	98 Feet	2.5/1000 RSF	
Hotel	Floor Area Ratio 1.2:1 Excluding Parking Garage	150,000	98 Feet	1/Per Key	
Apartments	50 Units Per Acre	900,000	56 Feet	1/Unit 1.5/Unit 2/Unit 2.5/Unit	Studio 1 Bedroom 2 Bedroom 3 Bedroom

* Net/Fence is Specific to a Driving Range Entertainment Venue only.

** Overall Maximum GSF = 1,500,000 GSF (No combination of the above can exceed an overall 1,500,000 GSF)

Note: Gross Square Footage is calculated using Floor Area less square footage related to parking structures, loading dock areas, corridors, mezzaine space, balconies, vertical circulation, and utility rooms.

*** Entertainment Retail is defined as venues such as a Driving Range, Indoor Go-Carts, Arcades, Miniature Golf, and similar Types

January 10, 2023
22.22
PACKET

ORDINANCE NO. 9949

AN ORDINANCE ESTABLISHING THE ZONING CLASSIFICATION OF THE AREA INDICATED AS BEING A 46.38-ACRE TRACT OF LAND OUT OF SECTION 48, BLOCK 40, T-1-S, T&P RR CO. SURVEY, MIDLAND COUNTY, TEXAS, AS A PD, PLANNED DISTRICT; SAID TRACT BEING GENERALLY LOCATED AT THE SOUTHEAST CORNER OF THE INTERSECTION OF TRADEWINDS BOULEVARD AND THOMASON DRIVE; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION

WHEREAS, notice has been given to all parties in interest and citizens by publication in the official newspaper and otherwise of a hearing to be held before the City Council on July 9, 2019, to consider amendments to the zoning regulations and map establishing the zoning classification of the property described in Section One hereof as a PD, Planned District, as set out in Title XI, Chapter 1 of the City Code of Midland, Texas; and

WHEREAS, such a public hearing was held in the Council Chambers on July 9, 2019, as advertised; and

WHEREAS, after a full hearing, at which all parties in interest and citizens were given an opportunity to be heard; and after considering among other things, the character of the property involved and the surrounding area and its peculiar suitability for particular uses; and with a view to conserving the value of buildings and encouraging the most appropriate use of land throughout such municipality, the Council finds it to be in the best interest of the health, safety, morals and general welfare of the City of Midland to amend the zoning regulations accordingly;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MIDLAND, TEXAS:

SECTION ONE. That the zoning classification of the area indicated on Exhibit "A", attached hereto and incorporated herein by reference, is hereby established as a PD, Planned District.

City Council Agenda

#9949
Approved for Agenda:
mwilliams
City Manager's Office

MEETING DATE: 7/23/2019

APPROVED

TO: City Council / City Manager

FROM: Rolandrea Russell, Senior Planner

SUBJECT: Consider an ordinance on second reading on a request by Pontikes Development, LLC, for the initial zoning of a 46.38-acre tract of land located in Section 48, Block 40, T-1-S, T&P RR. Co. Survey, Midland County, Texas. (Generally located on the southeast corner of the intersection of Tradewinds Boulevard and Thomason Drive.)

Purpose:

The applicant, Pontikes Development, LLC, is requesting for the initial zoning of a 46.38-acre tract of land located in Section 48, Block 40, T-1-S, T&P RR Co Survey, Midland County, Texas located on the southeast corner of the intersection of Tradewinds Boulevard and Thomason Drive that was recently annexed to PD, Planned District.

Recommended City Council Action

☒ Approve ☐ Deny ☐ Directional / Informational

Fiscal Impact:

This request does not have a significant financial impact to the City.

Current Zoning:

No Current Zoning

Surrounding Zoning and Land Use:

The properties to the north are zoned PD, Planned District for a Shopping Center (Ordinance No. 8227) and PD, Planned District for an Office Center (Ordinance Nos. 8227 and 8559). The properties to the east are zoned PD, Planned District for a Shopping Center (Ordinance No. 8219), and PD, Planned District for a Housing Development (Ordinance No. 9843) and the location of a gas station and undeveloped property. The

property to the west was recently annexed and zoned MF-2, Multiple-Family Dwelling District (Ordinance No. 9911). The property to the south is located in the ETJ, Extraterritorial Jurisdiction and the location of undeveloped property.

Analysis:

The applicant, Pontikes Development, LLC, is requesting for the initial zoning of annexed land to a Planned District for the development of a mixed-use development, including office space, retail and multi-family uses. The subject property is immediately east of a recently annexed 17.55-acre tract of land.

The site is currently in the process of being annexed into City Limits.

This case has been circulated to and reviewed by all pertinent City departments for internal review and has received no objections. Their comments are as follows.

Engineering: Approved with Conditions

No objection to zone change.

Developer participation towards the cost of a future traffic signal at Thomason and Tradewinds will be required.

Access points on Tradewinds must align with the pre-planned median break locations already under construction by the City. Coordinate with Engineering for the approved plans.

Site drainage, utilities, driveway access, and traffic circulation may be adjusted during construction drawing review as necessary to receive building permit approval from Engineering and Traffic Operations.

Transportation: Approved with Conditions

Depending on the nature and scale of the proposed development, a Traffic Impact Analysis MAY be required prior to approval of construction drawings.

Developer participation towards the cost of a future traffic signal at Thomason and Tradewinds will be required.

Access spacing will be required to adhere to the TxDOT Access Management Standards along the state highway. Minimum spacing on the service road must be at least 360 ft, so the southern driveway will have to be moved farther north while still remaining well south of the physical ramp gore. The northern driveway location appears to be acceptable as shown.

Both access points on the LP 250 service road will likely require right-turn deceleration lanes.
Access points on Tradewinds must align with the pre-planned median break locations already under construction by the City. Coordinate with Engineering for the approved plans.

Site drainage, utilities, driveway access, and traffic circulation may be adjusted during construction drawing review as necessary to receive building permit approval from Engineering and Traffic Operations.

No objection to zone change.

Fire:

Awaiting Comments.

Code Administration: Approved

No issues with zone change. Future structures must adhere to the International Building Code, local ordinances, and floodplain requirements if necessary.

Oil and Gas: Approved

No Oil or Gas wells identified within 500 ft. permitted well radius or in the 135 ft. non-permitted well radius of location on plat.

Planning:

This request is in compliance with the Tall City Tomorrow Comprehensive Plan, policies that encourage development of prime sites remaining along the 250 Loop and mixed use developments with similar land use intensities along the arterial corridors" (Tall City Tomorrow, Page 63). This development will make full use of existing infrastructure, while also respecting the character of the surrounding neighborhood.

The Planning and Zoning Commission recommended this request for approval at the May 20, 2019 meeting.

The City Council approved this request at the July 9, 2019 meeting.

Staff recommends approval of this initial zoning of Planned District, subject to the following conditions:

Conditions:

A. **That the use and development of Westridge Village shall conform to the regulations of the O-2, Office District, except as stated below.**

B. **That the Planned District Site Layout Plan, which is attached hereto as Exhibit "B" and incorporated herein, shall be considered illustrative and shall only serve as a vision of Westridge Village.**

C. **That the proposed driveways and drive aisles shown in Exhibit "B" shall be considered preliminary and are subject to approval by the City Manager or his designee.**

D. That a Traffic Impact Analysis shall be required before the issuance of a building permit.

E. *Use regulations.* Land and buildings in the Westridge Village PD may be used for any of the following listed uses, but no land shall hereafter be used and no buildings erected, altered or converted which are arranged, designed or used for other than the following uses:

1. Any use permitted in the O-2 Office District, MF-2 Multiple Family Dwelling District, TH Townhouse Dwelling District, and LR-3 Local Retail District (with the exception of the prohibited uses listed below) is permitted within the aggregate limitations shown in the Program Density Table, which is attached hereto as Exhibit "C" and incorporated herein.

2. The following uses from the LR-3 Local Retail District will be prohibited, including:

   a. Mortuary or funeral home;
   b. Monument sales;
   c. Mobile home camping and travel trailer sales, rental and service;
   d. Motor homes sales, rental and service;
   e. Heavy truck (exceeding one-ton capacity) sales, rental and service;
   f. Scientific or research laboratories which comply with the noise and odor control standards of an IP-3 Industrial Park District;
   g. Pawnshops;
   h. Dancehalls; and
   i. Establishments primarily offering appliances, equipment, vehicles or other commodities for rent or lease (commonly referred to as "rent-all"). Vehicles licensed for use on public roadways may be stored and displayed outside without compliance with the screening provisions of the performance standards contained herein.

F. *Area regulations.* Except as hereinafter provided in this Section, no building shall be erected, altered or converted for dwelling purposes or any other main use permitted in this Westridge Village PD, unless such use complies with the following regulations.

1. The Westridge Village PD has no minimum or maximum Lot Area, Lot Width or Lot Depth or Front, Side, or Rear Yard requirements. Such requirements will be set forth on the approved comprehensive site plan applicable to each portion of Westridge Village.

G. *Height regulations.* No building shall be erected to exceed the limitations in height and stories as shown in the Program Density Table on Exhibit "C". "Building Height" shall be measured from the mean ground level elevation

immediately adjacent to the building to the rooftop, excluding any rooftop accessories, including without limitation, mechanical equipment and enclosing rooms, stair penthouses and building parapets not in excess of 8 feet in height.

H. *Floor Area.* Buildable area shall be limited by the Program Density Table on Exhibit "C". A maximum of 1,500,000 gross square feet of Floor Area may be constructed at Westridge Village.

I. *Parking:* Parking within Westridge Village shall be as set forth on Exhibit "C" for the various uses listed

J. *Outdoor Sign Standards:* A Master Sign Plan will provide a hierarchy of signage for Westridge Village typical of mixed-use neighborhood projects, including but not limited to project identification signage located on the perimeter of the property and/or within the surrounding right-of-way.

K. *Site Plan Requirement*

1. *Committee.* The Mayor of the City shall appoint a Westridge Village Site Plan Review Committee (the "Committee"). The Committee shall be composed of City staff, one or more members of the City Council, and one or more members of the Planning and Zoning Commission; provided, however, that the Committee shall not contain a quorum of the City Council or a quorum of the Planning and Zoning Commission.

2. *Review.* A separate comprehensive site plan for each area of Westridge Village shall be submitted to the City's Development Services Department for review by the Committee. The Committee may approve or deny a comprehensive site plan or request additional information about a comprehensive site plan. Each separate comprehensive site plan shall be reviewed and approved by the Committee as a condition precedent to the granting of a certificate of occupancy, as per Section 11-1-9(C) of the Code.

3. *Appeal.* Any person or entity aggrieved by the action of the Committee in the denial of a comprehensive site plan approval shall have the right to appeal to the City Council. Such appeal shall be taken by filing with the City manager's Office, not later than 14 days after notice of the action complained of has been mailed to such person's last known address, a written statement shall set a time and place for a hearing on such appeal and notice of such hearing shall be mailed to the appellant. The decision of the City Council on such appeal shall be final and conclusive.

L. *General Traffic Regulations:* As long as the streets within Westridge Village remain private, no permits, other than appropriate permits for alcohol consumption, shall be required for any special events held on the streets.

M. *Function of this Ordinance.* This Ordinance functions as the exclusive land use and zoning regulatory document for Westridge Village. As development

proceeds, additional public hearings for zoning approvals are not required; however, site plan approval is required as set out in Section Two, paragraph (11) of this Ordinance. The provisions of the Code shall apply to Westridge Village except as expressly identified and referenced within this Ordinance.

Letters of Objection:

As of July 5, 2019, staff has received no letters of objection to this request.

Attachments:

Exhibit A, Metes & Bounds
Exhibit B, Illustrative Site Layout Plan
Exhibit C, Proposed Program Density Table
Application
Maps

MIDLAND
Planning Division

Annexation/Initial Zoning

Project Number: A-19-0014
Case Number: Z-19-0091

Applicant *(if acting as Agent, see affidavit on page 2)* Printed Name: Pontikes Development, LLC		Phone ( ) Email	
Address 1885 St. James Place, Suite 1100	City Houston	State TX	Zip 77056

Property Owner Printed Name: SBC LP		Phone ( ) Email	
Address 1811 Heritage Blvd, Suite 100	City Midland	State TX	Zip 79707

Representative *(if different from Applicant or Property Owner)* Firm: Parkhill, Smith, & Cooper Printed Name: Josh Wallender (PSC Job # 01.6881.18)		Phone (432) 697-1447 Email jwallender@team-psc.com	
Address 1700 W. Wall Street, Suite 100	City Midland	State TX	Zip 79701

Street Address: Please See Attached Metes and Bounds

Legal Description
Lot: Block: Subdivision:

Proposed Zone: PD - Please See Attached
(List by tracts if more than one district is requested)

Reason for Zone Change Request: Allow for Development of Lots

Present Use of Property: Vacant Land

Proposed Use of Property: Multiple Uses

How would this zone change affect the public health, safety and welfare? This would improve the public, health, and welfare

Submittal and Fees
Items to be submitted with this application form:

- Application Fee – Payable to the 'City of Midland'
- Metes and Bounds Description
- Survey Map
- Dimensioned Site Plan (If applicable)
- Digital Copies of Documents(PDF/JPEG)

RECEIVED
APR 2 1 2019
CITY OF MIDLAND
PLANNING DIVISION OFFICE

Signature *(by property owner only – authorized agent must sign affidavit below)*	
Applicant (signature): Alan D Tanner	Date: 4/24/19
Applicant (printed): ALAN D TANNER	
Property Owner (signature): Shelly K Smith (President)	Date: 4-24-19
Property Owner (printed): SBC, LP	

The Zone Change/Planned District Amendment/Site Plan Approval shall be considered officially received in the Planning office only when it has been submitted in full compliance with the provisions of Section 212 of the Texas Local Government Code and the Zoning Code of Ordinances of the City of Midland and when such required items for the application are also received.

All materials, including exhibits, submitted in support of an application, or displayed during a public hearing, shall remain the property of the City of Midland.

If an agent is authorized by the property owner to file and execute the application on behalf of the property owner, the agent must complete the affidavit below.

STATE OF TEXAS
COUNTY OF MIDLAND

Before me, the undersigned authority, on this day personally appeared Josh Wallender who, being by me duly sworn, upon oath says: That (s)he is authorized by SBC LP, the owner of the above described property, to fully represent him/her in this application and that (s)he had the legal right, power and authority to sign said owner's name hereto as his/her attorney in fact.

Authorized Agent (*signature*)

Subscribed and sworn to before me, this 24th day of April, 2019, to certify which witness my hand and seal of office.

ASHLEY BURKS
My Notary ID # 131659739
Expires July 27, 2022

Ashley Burks

NOTARY PUBLIC, MIDLAND COUNTY, TEXAS

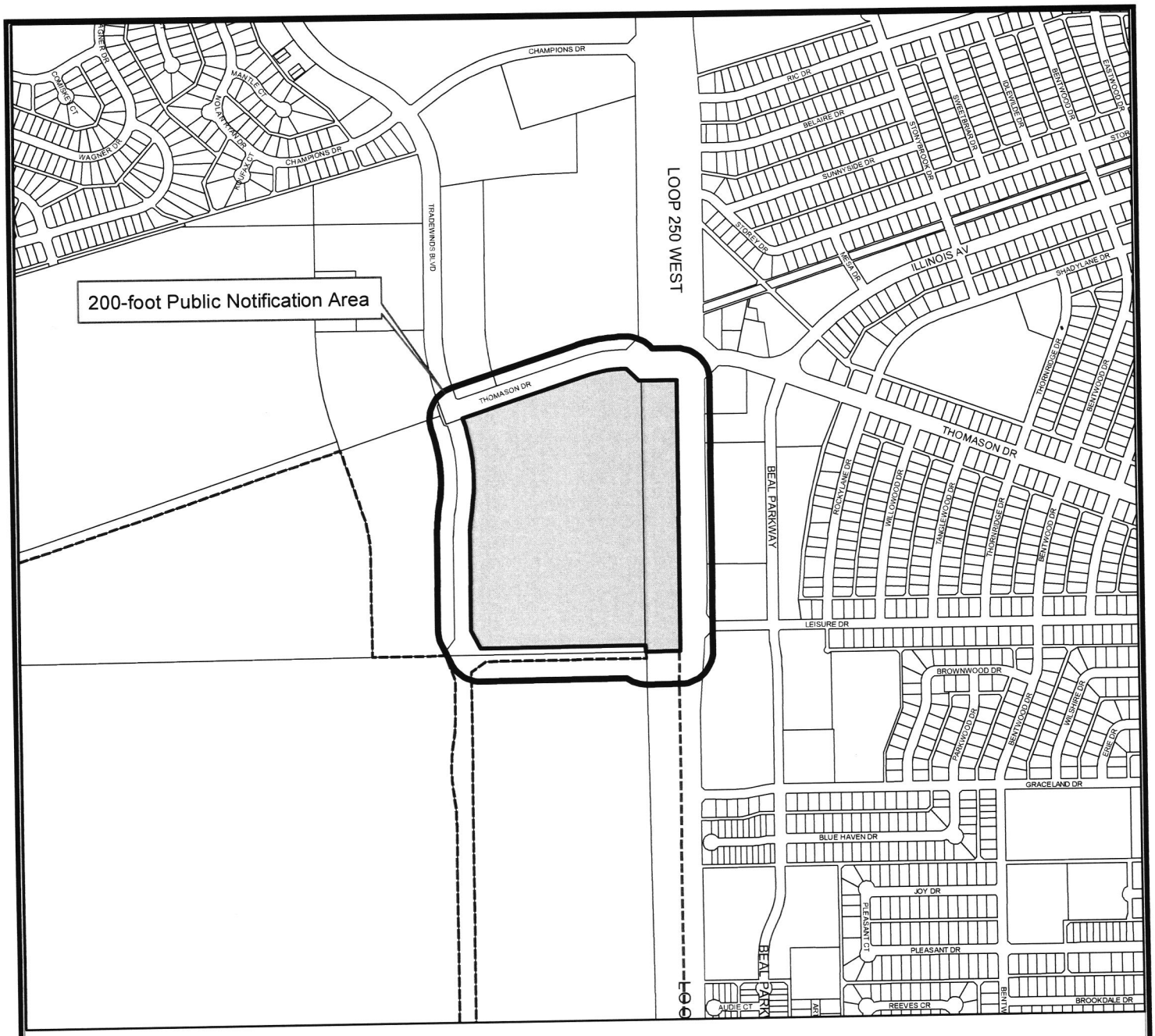
FOR OFFICE USE ONLY

- ☑ Property Owner Authorization
- ☑ Application Fee
  Check # 1333
- ☑ Dimensioned Site Plan
- ☑ Plans in Digital Format (PDF/JPEG)

Received By: Rolandrea Russell Date:

RECEIVED
APR 24 2019
CITY OF MIDLAND
PLANNING DIVISION OFFICE

****Application will not be considered for scheduling until reviewed by a planner.****



LOCATION MAP

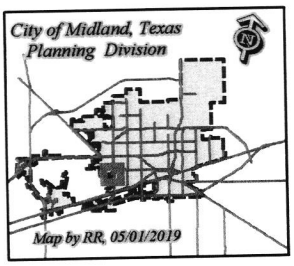
Z-19-0091 **Scale: 1" = 500'**

Consider a request for the Initial Zoning of a 46.38-acre tract of land located in Section 48, Block 40, T-1-S, T&P RR. Survey, Midland County, Texas.

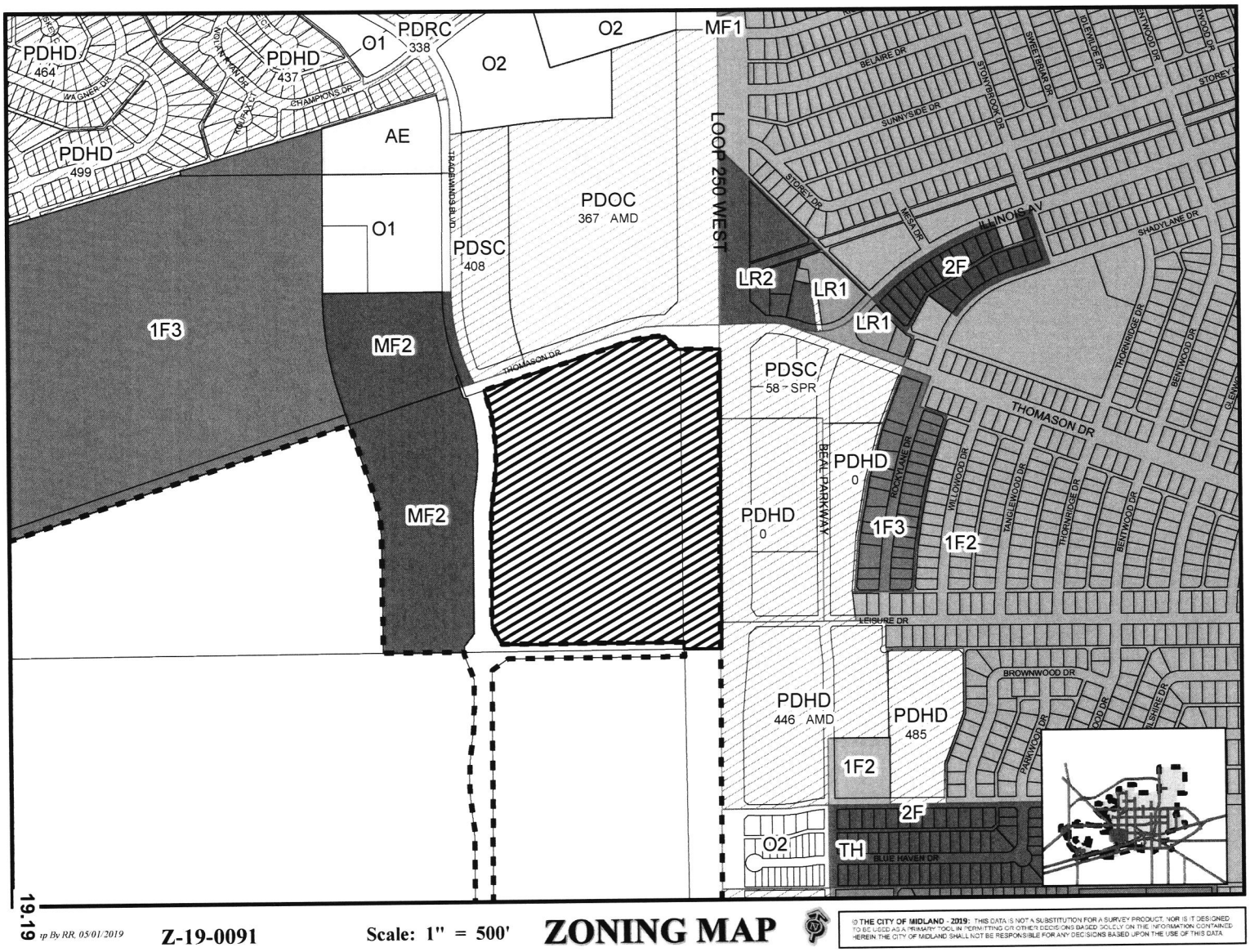
Generally located on the southeast corner of the intersection of Tradewinds Boulevard and Thomason Drive.

LEGEND

- CITY LIMITS
- PARCEL
- PRIVATE BLDGS



©THE CITY OF MIDLAND - 2019
THIS DATA IS NOT A SUBSTITUTION FOR A SURVEY PRODUCT. NOR IS IT DESIGNED TO BE USED AS A PRIMARY TOOL IN PERMITTING OR OTHER DECISIONS BASED SOLELY ON THE INFORMATION CONTAINED HEREIN.
THE CITY OF MIDLAND SHALL NOT BE RESPONSIBLE F ANY DECISIONS BASED UPON THE USE OF THIS DAT



19.19 *rp By RR, 05/01/2019* **Z-19-0091** **Scale: 1" = 500'** **ZONING MAP**

© THE CITY OF MIDLAND - 2019: THIS DATA IS NOT A SUBSTITUTION FOR A SURVEY PRODUCT, NOR IS IT DESIGNED TO BE USED AS A PRIMARY TOOL IN PERMITTING OR OTHER DECISIONS BASED SOLELY ON THE INFORMATION CONTAINED HEREIN. THE CITY OF MIDLAND SHALL NOT BE RESPONSIBLE FOR ANY DECISIONS BASED UPON THE USE OF THIS DATA.

SECTION TWO. That the area indicated on Exhibit "A" ("Westridge Village" or the "Westridge Village PD") shall be subject to the following special conditions and restrictions:

A. That the use and development of Westridge Village shall conform to the regulations of the O-2, Office District, except as stated below.

B. That the Planned District Site Layout Plan, which is attached hereto as Exhibit "B" and incorporated herein, shall be considered illustrative and shall only serve as a vision of Westridge Village.

C. That the proposed driveways and drive aisles shown in Exhibit "B" shall be considered preliminary and are subject to approval by the City Manager or his designee.

D. That a Traffic Impact Analysis shall be required before the issuance of a building permit.

E. *Use regulations*. Land and buildings in the Westridge Village PD may be used for any of the following listed uses, but no land shall hereafter be used, and no buildings erected, altered or converted which are arranged, designed or used, for other than the following uses:

> Any use permitted in the O-2, Office District, MF-2, Multiple-Family Dwelling District, TH, Townhouse Dwelling District, and LR-3, Local Retail District, with the exception of the prohibited uses listed below, is permitted within the aggregate limitations shown in the Program Density Table, which is attached hereto as Exhibit "C" and incorporated herein.

The following uses from the LR-3, Local Retail District, are prohibited, including:

1. Mortuary or funeral home;

2. Monument sales;

3. Mobile home camping and travel trailer sales, rental and service;

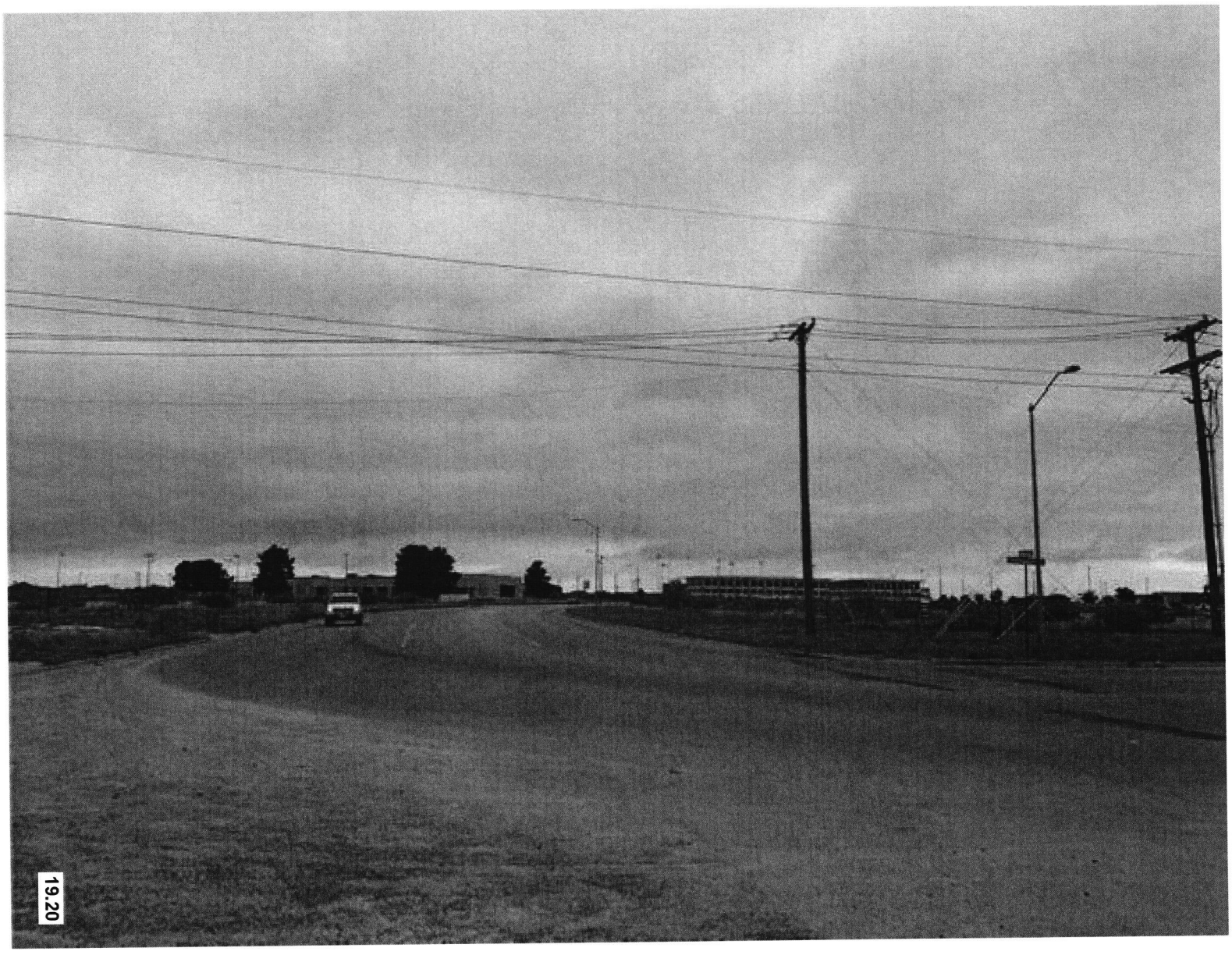
4. Motor homes sales, rental and service;

5. Heavy truck (exceeding one-ton capacity) sales, rental and service;

6. Scientific or research laboratories which comply with the noise and odor control standards of an IP-3, Industrial Park District;

7. Pawnshops;

8. Dancehalls; and


19.20


19.21


19.22


19.23


19.24

9. Establishments primarily offering appliances, equipment, vehicles or other commodities for rent or lease (commonly referred to as "rent-all"); however, vehicles licensed for use on public roadways may be stored and displayed outside without compliance with the screening provisions of the performance standards contained herein.

F. *Area regulations*. Except as hereinafter provided in this Section, no building shall be erected, altered or converted for dwelling purposes or any other main use permitted in this Westridge Village PD unless such use complies with the following regulations:

The Westridge Village PD has no minimum or maximum Lot Area, Lot Width or Lot Depth or Front, Side, or Rear Yard requirements. Such requirements shall be set forth on the approved comprehensive site plan applicable to each portion of Westridge Village.

G. *Height regulations*. No building shall be erected to exceed the limitations in height and stories as shown in the Program Density Table on Exhibit "C". "Building Height" shall be measured from the mean ground level elevation immediately adjacent to the building to the rooftop, excluding any rooftop accessories, including without limitation, mechanical equipment and enclosing rooms, stair penthouses and building parapets that do not exceed eight feet in height.

H. *Floor area*. Buildable area shall be limited by the Program Density Table on Exhibit "C". A maximum of 1,500,000 Gross Square Feet of Floor Area may be constructed at Westridge Village.

I. *Parking*. Parking within Westridge Village shall be as set forth in Exhibit "C" for the various uses listed therein.

J. *Outdoor sign standards*. A Master Sign Plan shall provide a hierarchy of signage for Westridge Village typical of mixed-use neighborhood projects, including but not limited to project identification signage located on the perimeter of the property and/or within the surrounding right-of-way.

K. *Site plan requirement*.

1. *Committee*. The Mayor of the City shall appoint a Westridge Village Site Plan Review Committee (the "Committee"). The Committee shall be composed of City staff, one or more members of the City Council, and one or more members of the Planning and Zoning Commission; provided, however, that the Committee shall not contain a quorum of the City Council or a quorum of the Planning Zoning and Commission.

2. *Review*. A separate comprehensive site plan for each area of Westridge Village shall be submitted to the City's Development Services Department for review by the Committee. The Committee may approve or deny a comprehensive site plan or request additional information about a comprehensive site plan. Each separate comprehensive site plan shall be reviewed and approved by the Committee as a condition precedent to the granting of a certificate of

occupancy, as per Section 11-1-9(C) of the City Code.

3. *Appeal.* Any person or entity aggrieved by the action of the Committee in the denial of a comprehensive site plan approval shall have the right to appeal to the City Council. Such appeal shall be taken by filing with the City Manager's Office, not later than 14 days after notice of the action complained of has been mailed to such person's last known address, a written statement setting forth fully the grounds for the appeal. The City Council shall set a time and place for a hearing on such appeal, and notice of such hearing shall be mailed to the appellant. The decision of the City Council on such appeal shall be final and conclusive.

L. *General traffic regulations.* As long as the streets within Westridge Village remain private, no permits, other than appropriate permits for alcohol consumption, shall be required for any special events held on the streets.

M. *Function of this Ordinance.* This Ordinance functions as the exclusive land use and zoning regulatory document for Westridge Village. As development proceeds, additional public hearings for zoning approvals are not required; however, site plan approval is required as set out in Subsection K above. The provisions of the City Code shall apply to Westridge Village except as expressly identified and referenced within this Ordinance.

SECTION THREE. The provisions of this ordinance are to be cumulative of all other ordinances or parts of ordinances governing or regulating the same subject matter as that covered herein; provided, however, that all prior ordinances or parts of ordinances inconsistent with or in conflict with any of the provisions of this ordinance are hereby expressly repealed to the extent of any such inconsistency or conflict.

SECTION FOUR. If any section, subsection, sentence, clause or phrase of this ordinance is, for any reason, held to be unconstitutional or invalid, such holding shall not affect the validity of the remaining portions of this ordinance. The Council of the City of Midland hereby declares that it would have passed this ordinance and each section, subsection, sentence, clause, or phrase hereof irrespective of the fact that any one or more sections, subsections, sentences, clauses, or phrases be declared unconstitutional or invalid.

SECTION FIVE. The penalty for violation of this ordinance shall be in accordance with the general penalty provisions contained in Section 1-3-1 of the City Code of Midland, Texas, which provides for a fine not exceeding two thousand dollars ($2,000.00).

SECTION SIX. The City Secretary is hereby authorized and directed to publish the descriptive caption of this ordinance in the manner and for the length of time prescribed by the law as an alternative method of publication.

The above and foregoing ordinance was duly proposed, read in full and adopted on first reading, the 9th day of July, A.D., 2019; and passed to second reading on motion of Council member Lacy, seconded by Council member Robnett, by the following vote:

Council members voting "AYE": Trost, Hotchkiss, Love, Morales, Lacy, Robnett

Council members voting "NAY": None

The above and foregoing ordinance was read in full and finally adopted by the following vote upon motion of Council member Lacy, seconded by Council member Love, on the 23 day of July, A.D., 2019, at a regular meeting of the City Council:

Council members voting "AYE": Trost, Hotchkiss, Love, Morales, Dufford, Lacy, Robnett

Council members voting "NAY": None

PASSED AND APPROVED THIS 23rd day of July, A.D., 2019.

Jerry F. Morales, Mayor

ATTEST:

Amy M. Turner, City Secretary

APPROVED AS TO CONTENT
AND COMPLETENESS:

Robert Patrick, Assistant City Manager

Charles Harrington, Director of Development Services

APPROVED ONLY AS TO FORM:

John Ohnemiller, City Attorney

ANNEXATION TRACT
EXHIBIT A

LEGAL DESCRIPTION FOR A 46.38 ACRE TRACT LOCATED IN NORTHEAST QUARTER OF SECTION 48, BLOCK 40, T-1-S, T. & P. RR. Co. SURVEY, MIDLAND COUNTY, TEXAS

Boundary being further described by metes and bounds as follows:

BEGINNING at (N= 10,688,952.08' E= 1,733,767.86') the Northeast corner of this tract and an exterior corner of the City of Midland City Limits boundary, from whence the Northeast corner of said Section 48, bears N75°38'52"E a distance of 93.21 feet and N14°21'08"W a distance of 998.90 feet;

THENCE S14°24'00"E with the West right-of-way line of old FM 1369 and said City Limits boundary, a distance of 1665.23 feet to the Southeast corner of this tract;

THENCE S75°09'57"W with the South line of said Northeast Quarter of Section 48, a distance of 207.83 feet to a 1/2" iron rod with a plastic cap marked "RPLS 4413" found at an exterior corner of this tract;

THENCE N18°45'12"W along a boundary line of said City Limits boundary, a distance of 39.68 feet to a 1/2" iron rod with a plastic cap marked "RPLS 4413" found at an interior corner of this tract and the Southeast corner of a 37.65 Acre Tract previously surveyed on September 20, 2014;

THENCE S75°09'57"W along a boundary line of said City Limits boundary and with the South line of said 37.65 Acre Tract, a distance of 1002.20 feet to a 1/2" iron rod with a plastic cap marked "RPLS 4413" previously found at the most Southerly cutback corner of this tract and said 37.65 Acre Tract;

THENCE N40°40'15"W with a cutback line of said Water and Sewer Line Easement and proposed Tradewinds Boulevard, a distance of 125.69 feet to a 1/2" iron rod with a plastic cap marked "RPLS 4413" found at an interior corner of said Water and Sewer Line Easement and the most Westerly Southwest corner of this tract and said 37.65 Acre Tract;

THENCE N14°19'54"W with an East boundary line of said Water and Sewer Line Easement proposed as Tradewinds Boulevard, a distance of 576.50 feet to a 1/2" iron rod with a plastic cap marked "RPLS 4413" found at a point of curvature of this tract and said 37.65 Acre Tract;

THENCE along an East boundary line of said Water and Sewer Line Easement proposed as Tradewinds Boulevard in a Northerly direction, with a curve to the right with a radius of 1049.89 feet, a delta angle of 9°03'20", an arc length of 165.94 feet, and a chord length of 165.77 feet, which bears N9°48'15"W, to a 1/2" iron rod with a plastic cap marked "RPLS 4413" found at point of reverse curvature of this tract and said 37.65 Acre Tract;

THENCE along a East boundary line of said Water and Sewer Line Easement in a Northerly direction with a reverse curve turning to the left with a radius of 1149.88 feet, a delta angle of 28°15'50", an arc length of 567.23 feet, and a chord length of 561.50 feet, which bears N19°24'29"W, to a 1/2" iron rod with a plastic cap marked "PLS 1974" set at the Northwest corner of this tract and said 37.65 Acre Tract;

THENCE N56°56'40"E with the South boundary line of said Thomason Drive, a distance of 801.99 feet to a 1/2" iron rod found at a point of curvature of said Thomason Drive and this tract and said 37.65 Acre Tract;

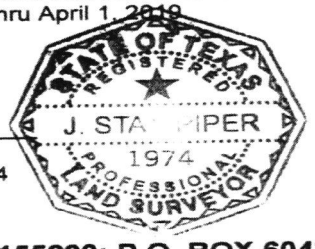
THENCE along a South boundary line of said Thomason Drive in an Easterly direction, with a curve to the right with a radius of 745.25 feet, a delta angle of 18°40'38", an arc length of 242.94 feet, and a chord length of 241.86 feet, which bears N66°16'59"E, to a 1/2" iron rod with a plastic cap marked "PLS 1974" set at a cutback corner of Thomason Drive and the most Northerly Northeast corner of this tract, from whence a bent 1/2" iron rod with plastic cap found bears S83°E, a distance of 0.26 feet;

THENCE S59°34'19"E with the cutback of Thomason Drive, a distance of 105.89 feet to a 1/2" iron rod with a plastic cap marked "PLS 1974" set at the most Easterly Southeast cutback corner of Thomason Drive and Westridge Park Addition, Section 6 as recorded in Cabinet "F", Page 183, Plat Records of Midland County and the most Easterly Northeast cutback corner of this tract, from whence a 5/8" iron rod with plastic cap found bears S60°E, a distance of 0.25 feet;

THENCE N75°36'00"E along a boundary line of said City Limits boundary, a distance of 230.07 feet to the **PLACE OF BEGINNING**. Tract contains an area of 46.38 acres of land.

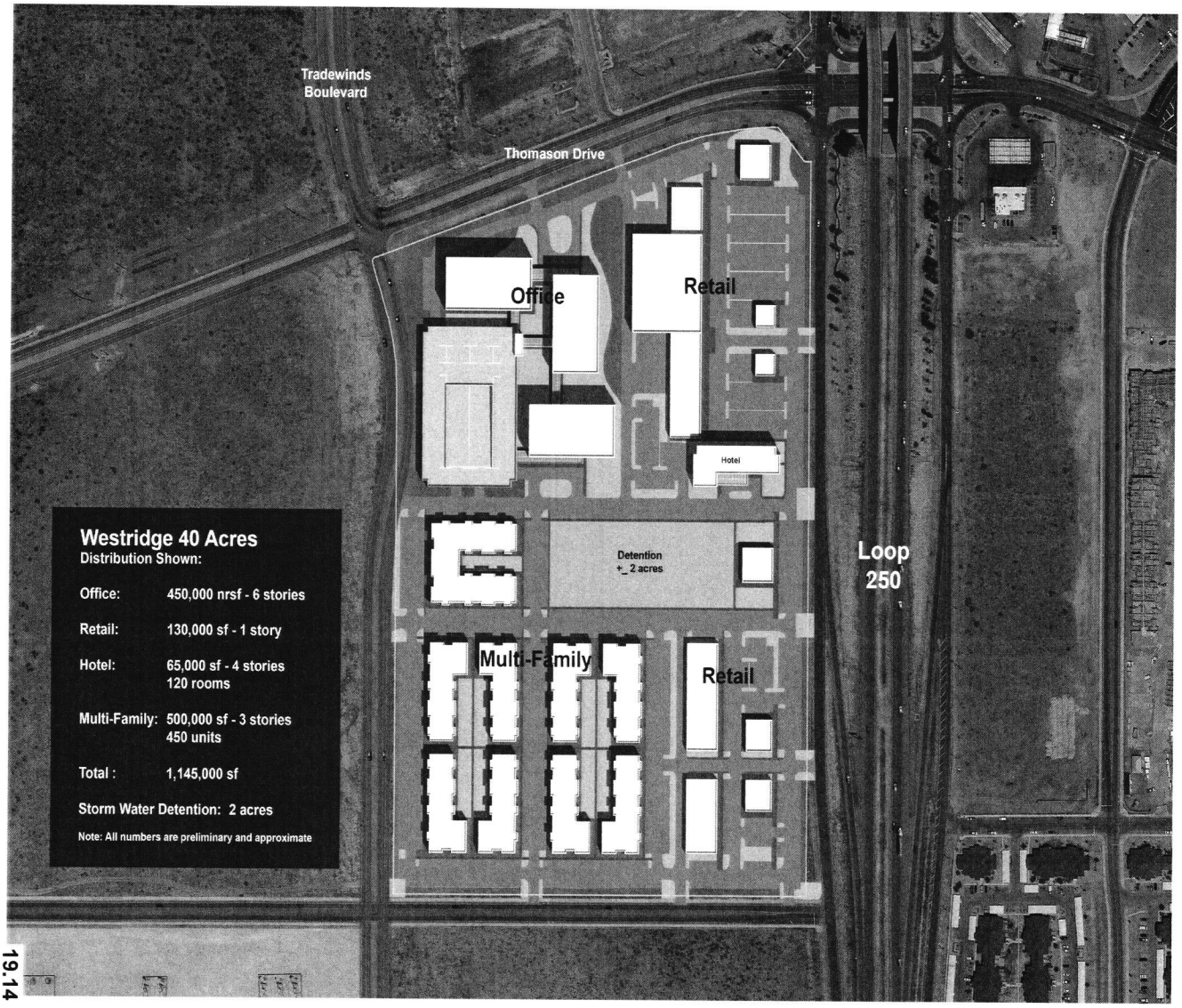
Bearings, distances, and coordinates are relative to the Texas State Plane Coordinate System, NAD 1983/86, Central Zone, with a combined grid factor of 0.9998958, and a theta angle equal to -0°54'48.39" at U.S.C. & G. station "MIDLAND" with published values of Y= 10,690,154.70 and X= 1,746,696.78 in U.S. Survey Feet.

I, J. Stan Piper, Registered Professional Land Surveyor, do hereby certify that this legal description is based on an actual survey made by me or under my supervision, and that the same is true and correct to the best of my knowledge and ability as surveyed on the ground on various dates thru April 1, 2019.



J. Stan Piper
Registered Professional Land Surveyor #1974

Prepared for:
Parkhill, Smith & Cooper, Inc.
1700 W. Wall St., Suite 100
Midland, TX 79701



Kirksey ARCHITECTURE

Thomason at 250
Master Plan
Midland, Texas

19.14

EXHIBIT B

Westridge Village
Southwest Corner Loop 250
and Thomason

EXHIBIT "C"

PD Zoning - Program Density Table

Product Type	Maximum Criteria	Maximum GSF *	Maximum Height	Parking	
Retail/Restaurant	15,000 SF Per Acre	300,000	35 Feet	1/300 RSF Retail 8/1000 RSF Restaurant	
Office	Floor Area Ratio 1.2:1 Excluding Parking Garage	600,000	98 Feet	2.5/1000 RSF	
Hotel	Floor Area Ratio 1.2:1 Excluding Parking Garage	150,000	98 Feet	1/Per Key	
Apartments	50 Units Per Acre	900,000	56 Feet	1/Unit 1.5/Unit 2/Unit 2.5/Unit	Studio 1 Bedroom 2 Bedroom 3 Bedroom

* Overall Maximum GSF = 1,500,000 GSF (No combination of the above can exceed an overall 1,500,000 GSF)
Note: Gross Square Footage is calculated using Floor Area less square footage related to parking structures, loading dock areas, corridors, mezzaine space, balconies, vertical circulation, and utility rooms.

19.15

EXHIBIT C




Loop 250 Frontage Rd
Midland, Texas
Google
Street View - Jun 2021
Monaco Midland
Google
Image capture: Jun 2021 © 2022 Google United States Terms Privacy Report a problem





City Council Meeting

Item Number: 23

Meeting Date: January 10, 2023

To: City Council / City Manager

From: James Reber,

Subject: AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO GRANT A SPECIFIC USE DESIGNATION WITH TERM FOR LOT 1, BLOCK 1, CAMELOT ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED ON THE WEST SIDE OF ELKINS ROAD, APPROXIMATELY 6,200 FEET NORTH OF EAST STATE HIGHWAY 80), WHICH IS PRESENTLY ZONED O-1, OFFICE DISTRICT, ALLOWING SAID PROPERTY TO BE USED FOR THE SALE OF ALL ALCOHOLIC BEVERAGES IN A SPECIAL EVENTS CENTER FOR ON-PREMISES CONSUMPTION; MAKING SAID DESIGNATION SUBJECT TO CERTAIN CONDITIONS AND RESTRICTIONS CONTAINED HEREIN; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION (DISTRICT 4) (DEVELOPMENT SERVICES)

Purpose:

The applicant, Steve Jeter, d/b/a The Venue, is requesting to a Specific Use Designation with term, for the sale of all alcoholic beverages, for on-premises consumption, in a wedding chapel, reception facility, and special events center, located at 3201 Elkins Rd.

Recommended City Council Action:

Approve

Fiscal Impact:

This proposal does not have a significant financial impact to the City.

Current Zoning:

O1, Office District

Surrounding Zoning and Land Use:

The property is located at 3201 Elkins Rd and is currently zoned O1, Office District, which permits the sale of all alcoholic beverages for on-premises consumption, in a in a wedding chapel, reception facility, and special events center, with the approval of a Specific Use Designation with Term.

Discussion:

The property is located at 3201 Elkins Rd and is currently zoned O1, Office District, which permits the sale of all alcoholic beverages for on-premises consumption, in a in a wedding chapel, reception facility, and special events center, with the approval of a Specific Use Designation with Term.

The event center currently in operation. The site and floor plan attached hereto a “Exhibit A and B” illustrates that the establishment has a total of two buildings and an outdoor enclose space. The event building (primary) has a total square footage of 8,448, of which 3,763 square feet will be dedicated to the alcohol serviceable area. In addition to an enclosed outdoor space located to the southwest of the event building, of which 24,786 square feet will be dedicated to the alcohol serviceable area. Therefore, this property will have a grand total of 33,234 square feet dedicated to the alcohol serviceable area. The second building on the property will not be utilized as part of the event center.

The proposed site plan provides adequate parking, access, and internal circulation. A total of 141 shared parking spaces for all proposed buildings, of which 8 will be accessible spaces.

The proposed days and hours of operation are:

Sunday through Thursday from 10:00 a.m. to 12:00 a.m.
Friday and Saturday from 10:00 a.m. to 2:00 a.m.

The applicant is requesting the following alcohol serviceable hours.

Sunday through Thursday from 10:00 a.m. to 12:00 a.m.
Friday and Saturday from 10:00 a.m. to 2:00 a.m.

Per Midland City Code, Section 5-4-4, Prohibited Places of Business:

The sale of any alcoholic beverage is hereby prohibited by any person, where the place of business of any such dealer is within 300 feet of any church, public-school, public-school ground, athletic stadium used by any public school or public hospital, the measurements to be along the property lines of the street fronts and from front door to front door and in a direct line across intersections where they occur.

There are no schools or churches within 300 feet of the property.

This project has been circulated to all City departments for review. Below are the department comments.

Fire: (Approved)

No objections

Engineering: (Approved)

No objections. [For Applicant's Information Only.]
Site drainage, utilities, driveway access, and traffic circulation may be adjusted during construction drawing review as necessary to receive building permit approval from Engineering and Traffic Operations. [For Applicant's Information Only.]

Oil & Gas: (Approved)

No objections.

Transportation: (Approved)

No objections. [For the Applicant's information only.]

Building Code: (Approved)

The SUD for the property is acceptable. The property must adhere to the maximum occupant load of 116 for the alcohol serviceable area. Occupancy loads must be posted in accordance with section 1004.3 of the 2015 International Fire Code.

Planning:

The request is in compliance with the Tall City Tomorrow Comprehensive Plan, Chapter 6-Character Plan Goal 4, which is to "Encourage the development of places where Midland residents can gather and socialize to build connections." (Tall City Tomorrow page 137) The Venue at Live Oak is an establishment that will provide Midland residents with a unique social gathering experience.

Staff recommends approval of this Specific Use Designation with Term for the sale of all alcoholic beverages, for on-premises consumption, in a wedding chapel, reception facility, and special events center, subject to conditions A through G.

Conditions:

A. That the serviceable area shall be limited to approximately 33,234 square feet as shown in Exhibit "A and B", which is attached hereto and incorporated herein for all purposes.

B. That the days and hours of alcoholic beverages sales and consumption shall be limited to:

Sunday through Thursday from 10:00 a.m. to 12:00 a.m.
Friday and Saturday from 10:00 a.m. to 2:00 a.m.

C. That the occupancy of the establishment shall not exceed the maximum occupancy determined by the Building Code and Fire Code.

D. That the establishment shall meet all requirements of the Fire Department and Code Administration.

E. That the sale and on-premises consumption of alcoholic beverages shall conform to applicable state and local laws.

F. That the applicant shall obtain a Certificate of Occupancy prior to the commencement of the sale of alcoholic beverages for on premises consumption to ensure that the conditions of this permit are satisfied.

G. That in accordance with Section 9.07.E.3 of the Zoning Ordinance, the establishment shall be in operation within 120 days from the final adoption date of this ordinance.

Letters of Objection:

As of January 5, 2023, staff has not received any letters of objections.

Attachments:

Application
Floor Plan (Exhibit A)
Site Plan (Exhibit B)
Maps

Robert Patrick

City Manager's Office

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO GRANT A SPECIFIC USE DESIGNATION WITH TERM FOR LOT 1, BLOCK 1, CAMELOT ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED ON THE WEST SIDE OF ELKINS ROAD, APPROXIMATELY 6,200 FEET NORTH OF EAST STATE HIGHWAY 80), WHICH IS PRESENTLY ZONED O-1, OFFICE DISTRICT, ALLOWING SAID PROPERTY TO BE USED FOR THE SALE OF ALL ALCOHOLIC BEVERAGES IN A SPECIAL EVENTS CENTER FOR ON-PREMISES CONSUMPTION; MAKING SAID DESIGNATION SUBJECT TO CERTAIN CONDITIONS AND RESTRICTIONS CONTAINED HEREIN; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION

WHEREAS, the City Planning and Zoning Commission and the Governing Body of the City of Midland, Texas, in compliance with the City Charter, the City Code, and State law, have given the requisite notices by United States mail, publication and otherwise; and after holding due hearings affording a full and fair hearing to all of the property owners generally, and particularly to those interested persons situated in the affected area and in the vicinity thereof, the Governing Body of the City of Midland finds that the public convenience will be best served by granting a Specific Use Designation With Term for Lot 1, Block 1, Camelot Addition, City and County of Midland, Texas (the "Property"), as set out hereinafter;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MIDLAND, TEXAS:

SECTION ONE. That the Zoning District Map of the City of Midland, Texas, is hereby amended to grant the Property a Specific Use Designation With Term for the sale of all alcoholic beverages in a special events center (the "Establishment") for on-premises consumption, together with the uses permitted in the present O-1, Office District.

SECTION TWO. That the Property shall be subject to the following conditions and

restrictions:

A. That the serviceable area of the Establishment shall be limited to approximately 33,234 square feet as shown in Exhibits "A" and "B", which are attached hereto and incorporated herein for all purposes.

B. That the sale and on-premises consumption of alcoholic beverages shall conform to all applicable state and local laws.

C. That the days and hours of alcoholic beverage sales and consumption shall be limited to the following:

Sunday through Thursday from 10:00 a.m. to 12:00 a.m. (midnight); and
Friday and Saturday from 10:00 a.m. to 2:00 a.m. of the following day.

D. That the occupancy of the Establishment shall not exceed the maximum occupancy determined by the Building Code and Fire Code.

E. That the Establishment shall meet the requirements of the Fire Department and the Code Administration Division.

F. That the operator of the Establishment shall obtain a Certificate of Occupancy prior to the commencement of the sale of alcoholic beverages for on-premises consumption to ensure that the conditions of this Specific Use Designation With Term are satisfied.

G. That in accordance with Section 11-1-9.07.E.3 of the City Code, the Establishment shall be in operation within 120 days from the final adoption date of this ordinance.

SECTION THREE. The provisions of this ordinance are to be cumulative of all other ordinances or parts of ordinances governing or regulating the same subject matter as that covered herein; provided, however, that all prior ordinances or parts of ordinances, inconsistent with or in conflict with any of the provisions of this ordinance are hereby expressly repealed to the extent of any such inconsistency or conflict.

SECTION FOUR. If any section, subsection, sentence, clause or phrase of this ordinance is, for any reason, held to be unconstitutional or invalid, such holding shall not affect the validity of the remaining portions of this ordinance. The Council of the City of Midland hereby declares that it would have passed this ordinance and each section, subsection, sentence, clause, or phrase hereof irrespective of the fact that any one or more sections, subsections, sentences, clauses, or phrases be declared unconstitutional or invalid.

SECTION FIVE. The penalty for violation of this ordinance shall be in accordance with the general penalty provisions contained in Section 1-3-1 of the City Code of Midland, Texas, which provides for a fine not exceeding two thousand dollars ($2,000.00).

SECTION SIX. The City Secretary is hereby authorized and directed to publish the descriptive caption of this ordinance in the manner and for the length of time prescribed by the law as an alternative method of publication.

The above and foregoing ordinance was duly proposed, read in full and adopted on first reading, the _____ day of _____, A.D., 2023; and passed to second reading on motion of Council member _____, seconded by Council member _____, by the following vote:

Council members voting "AYE":

Council members voting "NAY":

The above and foregoing ordinance was read in full and finally adopted by the following vote upon motion of Council member _____, seconded by Council member _____, on the _____ day of _____, A.D., 2023, at a regular meeting of the City Council:

Council members voting "AYE":

Council members voting "NAY":

PASSED AND APPROVED THIS _____ day of _____, A.D., 2023.

_____
Lori Merritt Blong, Mayor

ATTEST:

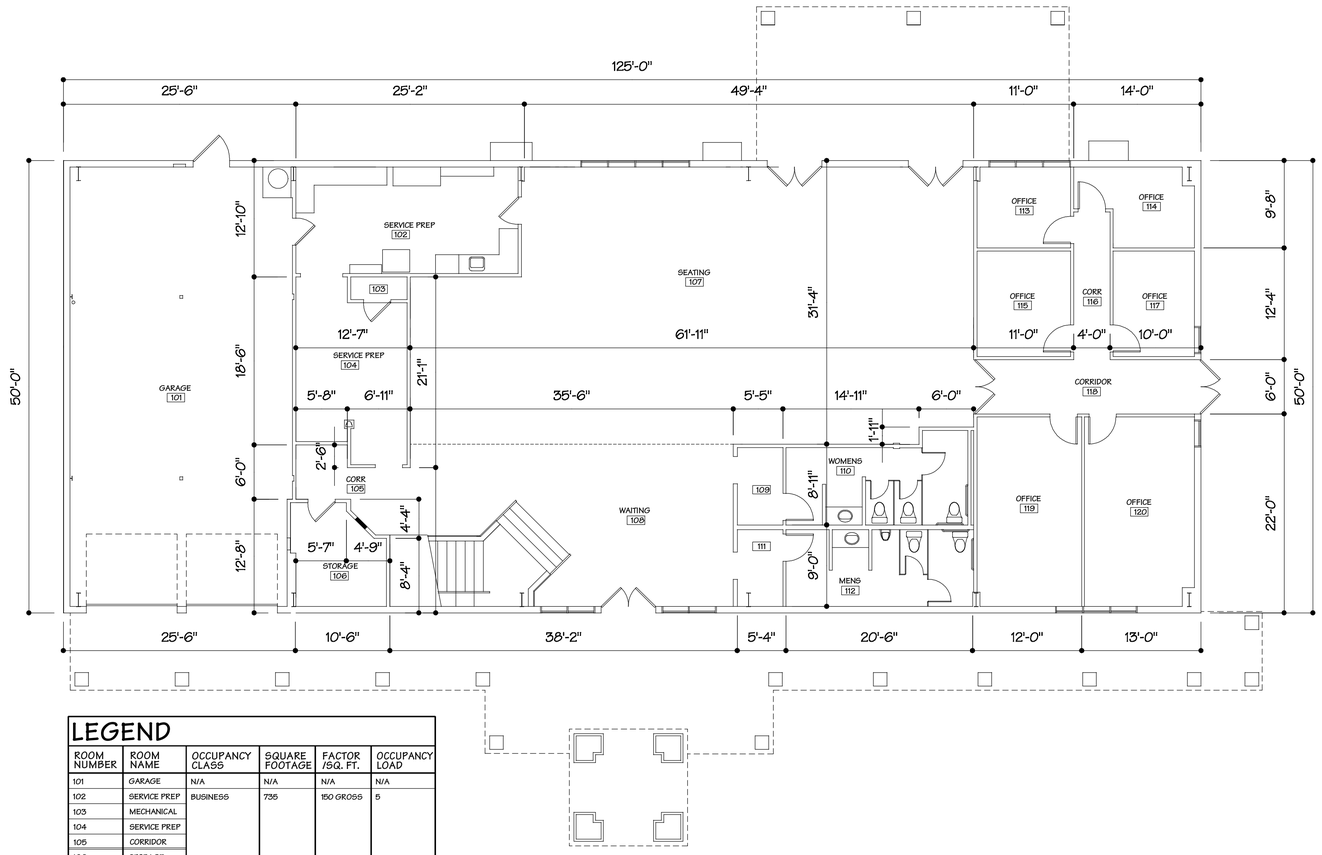
_____
Amy M. Turner, City Secretary

APPROVED AS TO CONTENT
AND COMPLETENESS:

_____
Charles Harrington, Director of Development Services

APPROVED ONLY AS TO FORM:

_____
John Ohnemiller, City Attorney



LEGEND

ROOM NUMBER	ROOM NAME	OCCUPANCY CLASS	SQUARE FOOTAGE	FACTOR /SQ. FT.	OCCUPANCY LOAD
101	GARAGE	N/A	N/A	N/A	N/A
102	SERVICE PREP	BUSINESS	735	150 GROSS	5
103	MECHANICAL				
104	SERVICE PREP				
105	CORRIDOR				
106	STORAGE				
107	SEATING	ASSEMBLY A3	1737	5 NET 7 NET 15 NET	348 248 116
108	WAITING	ASSEMBLY A3	500	5 NET	106
109	VESTIBULE	N/A	N/A	N/A	N/A
110	WOMENS	N/A	N/A	N/A	N/A
111	VESTIBULE	N/A	N/A	N/A	N/A
112	MENS	N/A	N/A	N/A	N/A
113	OFFICE	BUSINESS	1153	150 GROSS	8
114	OFFICE				
115	OFFICE				
116	CORRIDOR				
117	OFFICE				
118	CORRIDOR				
119	OFFICE				
120	OFFICE				
201	MEETING	ASSEMBLY A3	260	15 NET	18
202	TOILET	N/A	N/A	N/A	N/A
203	MEETING	ASSEMBLY A3	199	15 NET	14
204	STORAGE	N/A	N/A	N/A	N/A
205	MEETING	ASSEMBLY A3	308	15 NET	21
206	STORAGE	N/A	N/A	N/A	N/A
207	CORRIDOR	N/A	N/A	N/A	N/A
208	STORAGE	N/A	N/A	N/A	N/A
209	WAITING	ASSEMBLY A3	508	15 NET	34
210	MEETING	ASSEMBLY A3	251	15 NET	17
211	TOILET	N/A	N/A	N/A	N/A

FIRST FLOOR PLAN 1/8"=1'-0"

NORTH

BUILDING AREA ANALYSIS

TOTAL BUILDING FOOT PRINT	8,448	SQ. FT.
TOTAL EXTERIOR AREA	24,786	SQ. FT.
TOTAL INTERIOR & EXTERIOR AREA	33,234	SQ. FT.
TOTAL INTERIOR SERVICEABLE AREA	3763	SQ. FT.
TOTAL EXTERIOR SERVICEABLE	24,786	SQ. FT.
TOTAL SERVICABLE AREA	28,549	SQ. FT.

REGISTERED ARCHITECT STATE OF TEXAS 07-25-23

J. PHILLIP FURQUERON, Architect
MIDLAND, TEXAS 79705
407 CHARISMATIC DRIVE
432 270 3646
JPFA

BUILDING REMODEL
3201 ELKINS ROAD
MIDLAND TEXAS

PROJECT NUMBER:
REVISED:
FILE NAME:

SHEET
A1
OF

SECOND FLOOR PLAN 1/8"=1'-0"

NORTH

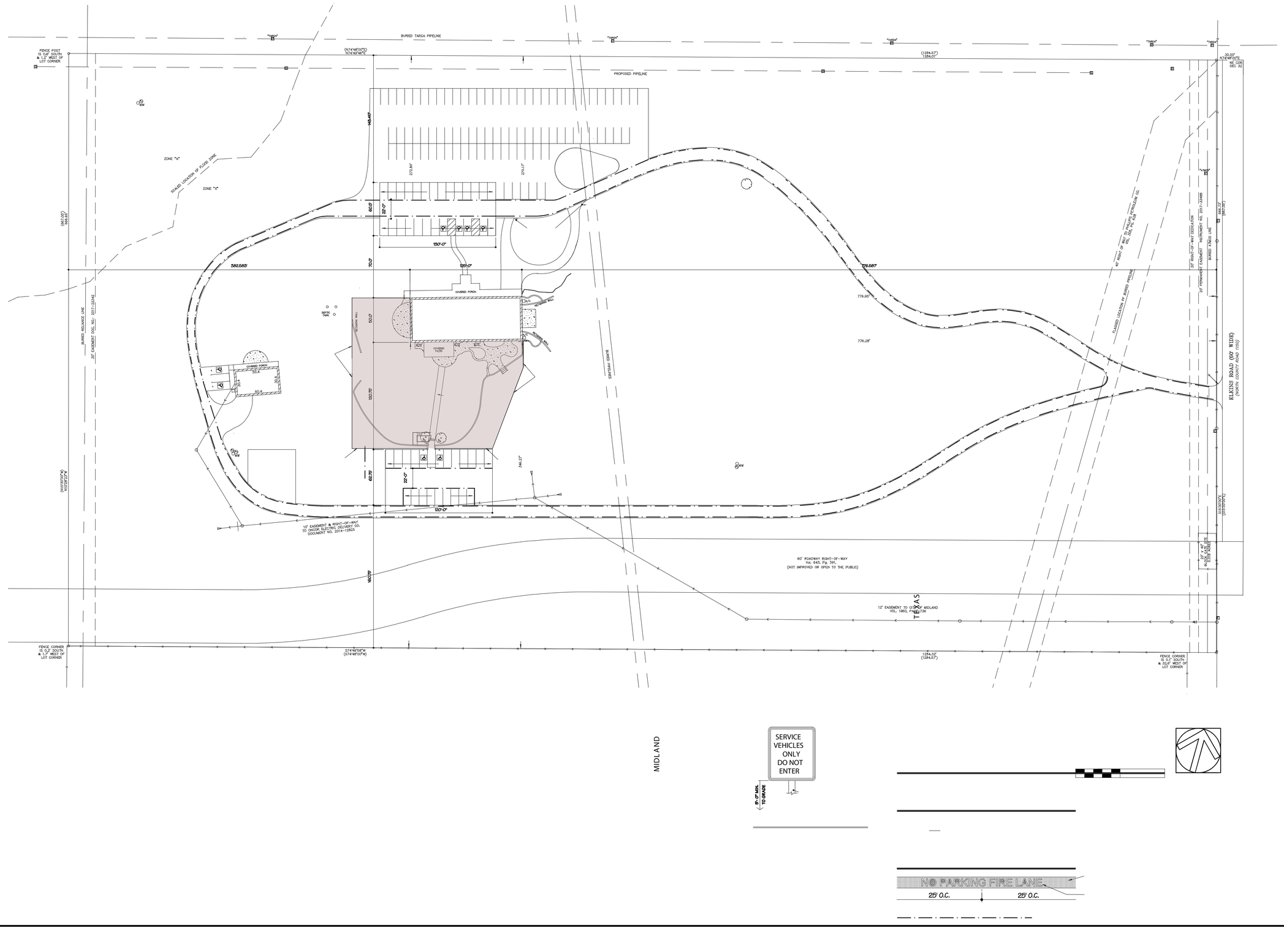
J. PHILLIP FURQUERON, Architect
MIDLAND, TEXAS 79705
407 CHARISMATIC DRIVE
432 270 3646
JPFA

BUILDING REMODEL
3201 ELKINS ROAD
MIDLAND TEXAS

PROJECT NUMBER:
REVISED:
FILE NAME:

SHEET
A2
OF

EXHIBIT "B"



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REG. NO.: 10904
DATE:

J. PHILLIP FURQUERON, Architect
MIDLAND, TEXAS 79705
407 CHARISMATIC DRIVE
JPFA
432 270 3646

BUILDING REMODEL
3201 ELKINS ROAD

MIDLAND
Planning Division

Specific Use Designation with Term for the Sale of Alcoholic Beverages for On-Premises Consumption

Project Number: _____

Case Number: _____

Applicant *(if acting as Agent, see affidavit on page 2)* Printed Name: Steve Jeter		Phone (432) 413-1501 Email steve@kvloperating.com	
Address P.O. Box	City Midland	State TX	Zip 79708

Property Owner Printed Name: 3201 Properties, LLC		Phone (432) 220-5136 Email contact@thevenueatlo.com	
Address P.O. Box 7307	City Midland	State TX	Zip 79708

Representative *(if different from Applicant or Property Owner)* Firm: _____ Printed Name:		Phone ( ) Email	
Address	City	State	Zip

Street Address: 3201 Elkins Rd.

Business Name: 3201 Properties, LLC

Legal Description
Lot: 1 Block: 1 Subdivision: Camelot

Current Zoning: Office 1

Reason for Request: Alcohol consumption & sale of alcohol on premises

Type of Business *(restaurant, bar, lounge, nightclub, etc.)*: venue center

Proposed/Current Days and Hours of Operation: Sunday - Thursday from 10AM - 12AM
Friday - Saturday from 10AM - 2AM

Proposed Days and Hours of Alcohol Service: Sunday - Thursday from 10AM - 12AM & Friday - Saturday from 10AM - 2AM

Total Square Footage of Business: 33,234

Square Footage of Alcohol Serviceable Area: 28,549

Restroom Fixtures:			
Men	**Toilets/Urinals:** 3 / 1	**Bathroom Sinks:** 2
Women	**Toilets:** 4	**Bathroom Sinks:** 2

Submittal and Fees

Items to be submitted with this application form:

- Application Fee – Payable to the 'City of Midland'
- Dimensioned Floor Plan showing:
  - Seating
  - Exits
  - Restrooms
  - Kitchen (if applicable)
  - Total Square Footage
  - Serviceable Square Footage
- Dimensioned Site Plan showing:
  - Parking
  - Business Footprint
- Digital Copies of Floor Plan & Site Plan (PDF/JPEG)

Signatures

Applicant (signature): Steve Jeter	Date: 11/23/2022
Applicant (printed): Steve Jeter	
Property Owner (signature): Steve Jeter	Date: 11/23/2022
Property Owner (printed) : Steve Jeter	

The Specific Use Designation with Term for the sale of all alcoholic beverages shall be considered officially received in the Planning office only when it has been submitted in full compliance with the provisions of Section 212 of the Texas Local Government Code and the Zoning Code of Ordinances of the City of Midland and when such required items for the application are also received.

All materials, including exhibits, submitted in support of an application, or displayed during a public hearing, shall remain the property of the City of Midland.

If an agent is authorized by the property owner to file and execute the application on behalf of the property owner, the agent must complete the affidavit below.

STATE OF TEXAS
COUNTY OF MIDLAND

Before me, the undersigned authority, on this day personally appeared _____ who, being by me duly sworn, upon oath says: That (s)he is authorized by _____, the owner of the above described property, to fully represent him/her in this application and that (s)he had the legal right, power and authority to sign said owner's name hereto as his/her attorney in fact.

_____
Authorized Agent (*signature*)

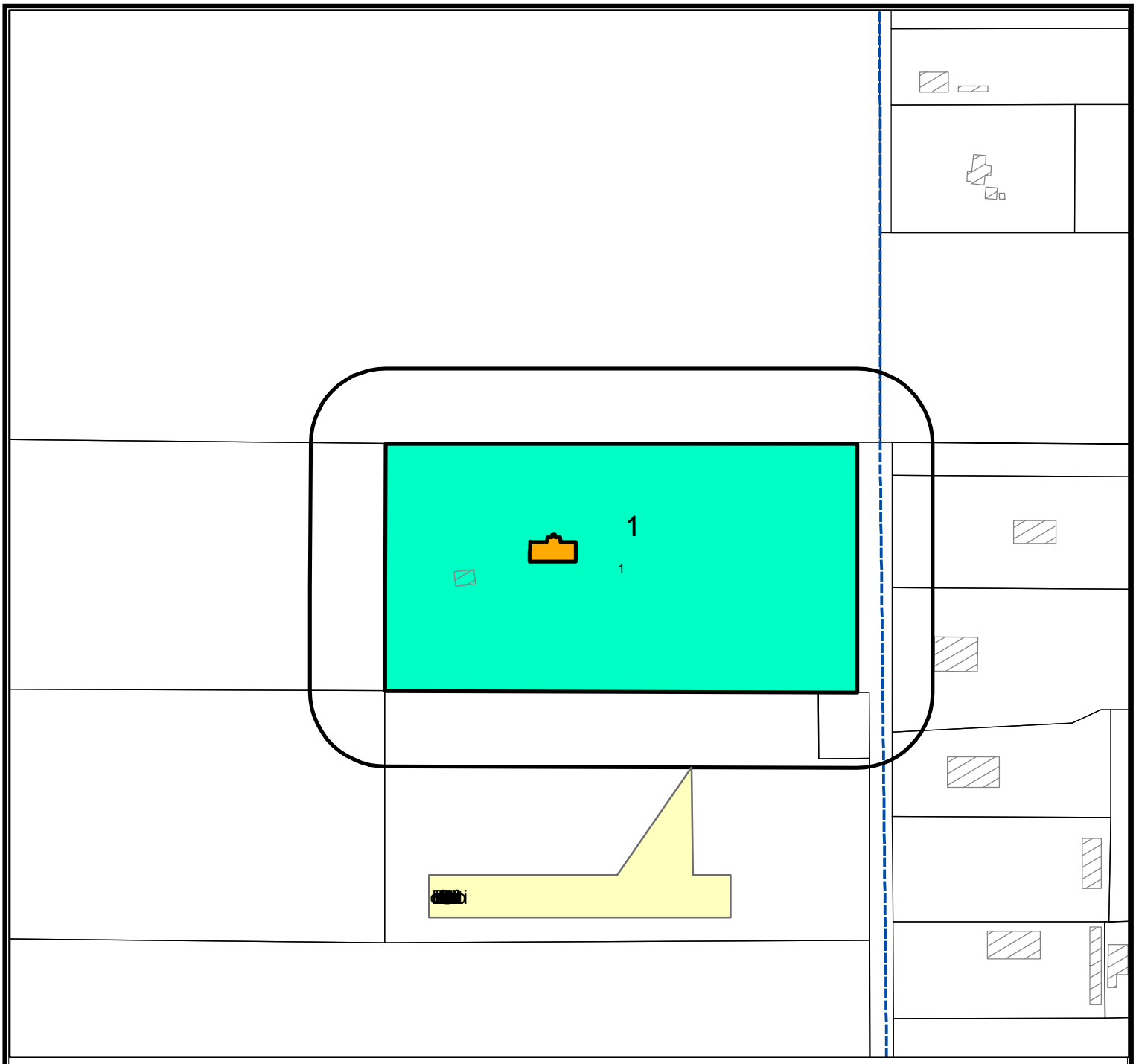
Subscribed and sworn to before me, this _____ day of _____, 20 ___, to certify which witness my hand and seal of office.

_____
NOTARY PUBLIC, MIDLAND COUNTY, TEXAS

****Application will not be considered for scheduling until reviewed by a planner.****

FOR OFFICE USE ONLY	
☐ Property Owner Authorization	☐ Dimensioned Floor Plan
☐ Application Fee	☐ Site Plan
Check #_____	☐ Plans in Digital Format (PDF/JPEG)
Received By:_____	Date:_____

****Application will not be considered for scheduling until reviewed by a planner.****



LOCATION MAP

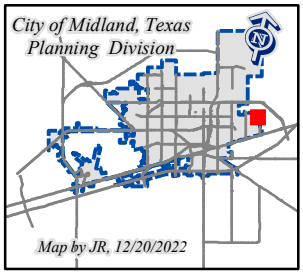
SUD-22-0138 **Scale: 1" = 200'**

Consider a request by Steve Jeter for a Specific Use Designation with Term for the Sale of all Alcoholic Beverages, for on premises consumption in a wedding chapel, reception facility, and special events center, on Lot 1, Block 1, Camelot Addition, City and County of Midland, Texas.

Generally located on the west side of Elkins Rd., approximately 6,200-feet north of E. State Highway 80. (Council District 2)

LEGEND

- CITY LIMITS
- PARCEL
- PRIVATE BLDGS



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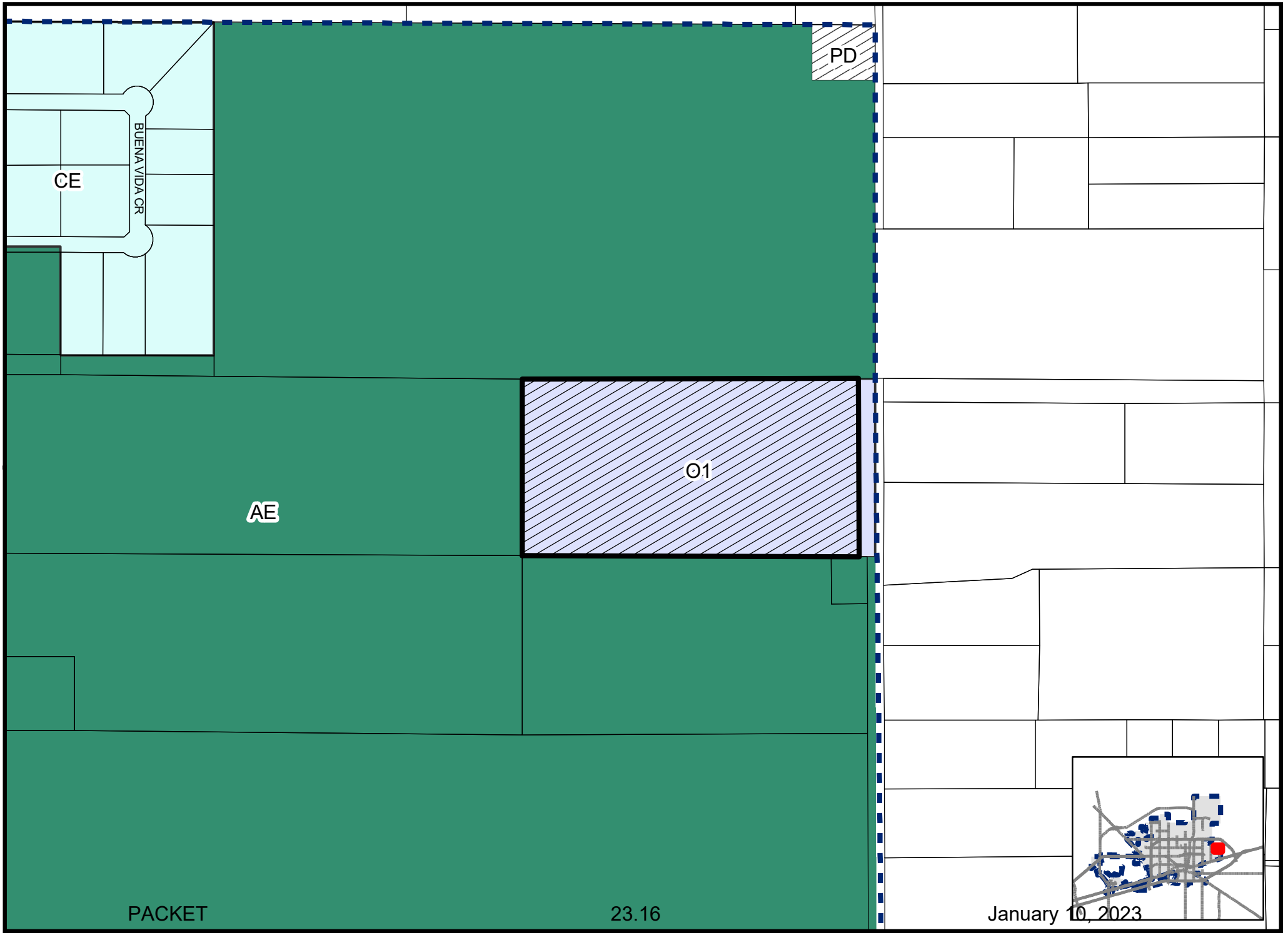

Map By JR, 12/8/2022

SUD-22-0138

Scale: 1" = 675'

ZONING MAP

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ORDINANCE NO. 9759

AN ORDINANCE CHANGING THE ZONING CLASSIFICATION BY AMENDING CHAPTER ONE, TITLE XI, OF THE CITY CODE OF MIDLAND, TEXAS, BY PERMITTING LOT 1, BLOCK 1, CAMELOT ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS, WHICH IS PRESENTLY ZONED AE, AGRICULTURE ESTATE DISTRICT, TO BE USED AS AN O-1, OFFICE DISTRICT (GENERALLY LOCATED ON THE WEST SIDE OF ELKINS ROAD, APPROXIMATELY 610 FEET NORTH OF EAST COUNTY ROAD 72); CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION

WHEREAS, the City Planning and Zoning Commission and the Governing Body of the City of Midland, in compliance with the City Charter and the State law with reference to the creation of Districts under the zoning ordinance regulations and zoning map, have given the requisite notices by United States mail, publication and otherwise; and after a full and fair hearing to all of the property owners generally and particularly to those interested persons situated in the affected area and in the vicinity thereof, the Governing Body finds that the public health, safety and general welfare will be best served by the creation of an O-1, Office District, as set out hereinafter;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MIDLAND, TEXAS:

SECTION ONE. That Chapter 1, Title XI, of the City Code of Midland, Texas, and the official zoning map of the City of Midland, Texas, are hereby amended insofar as the hereinafter described property is concerned, which is presently zoned AE, Agriculture Estate District, and it shall be used as an O-1, Office District, said property being described as follows:

Lot 1, Block 1, Camelot Addition, City and County of Midland, Texas.

SECTION TWO. That the definitions given in the zoning regulations contained in the City Code of the City of Midland, Texas, shall be applicable to such of those terms as are

Planning and Zoning Commission
Minutes
October 31, 2011

S-11-017 - Hold a public hearing and consider a request by **Gary Dawson** for a *Specific Use Permit Without Term* for an accessory building for living or sleeping quarters on Lot 1, Block 1, Camelot Addition, City and County of Midland, Texas. (Generally located on the west side of Elkins Road, approximately 1 mile north of Business I-20.)

Mr. Compton explained that the applicant wishes to construct an additional small residence on the lot, that current zoning allows for only one residence on the lot, but the specific use permit will allow for the requested residence. He stated that an accessory building may not be rented as a separate living unit.

Chairman Carney opened the public hearing and there being no one wishing to speak in favor or in opposition to the item, closed the public hearing.

A motion for approval, subject to Conditions A-D, was made by Commissioner Watkins, seconded by Commissioner Gatten. The motion carried by the following vote: AYE: Wolf, York, Gatten, Carney, Ferguson, Wilton and Watkins. NAY: None. ABSTAIN: None. ABSENT: Lanning and Woodruff

PLANNING AND ZONING COMMISSION

October 31, 2011

CASE: S-11-017.

REQUEST: Hold a public hearing and consider a request for a Specific Use Permit, Without Term, for an Accessory Building for Living and Sleeping Quarters.

APPLICANT/OWNER: Gary Dawson.

LEGAL DESCRIPTION: Lot 1, Block 1, Camelot Addition, City and County of Midland, Texas.

LOCATION: West side of Elkins Road, approximately one mile north of Business I-20.

CURRENT ZONING: AE, Agriculture Estate District.

DETAILS OF REQUEST:

1. Mr. Dawson owns a 19.67-acre lot on the west side of Elkins Road. He wishes to construct another small residence on this lot. Since the AE District only allows one residence per lot, he is requesting a specific use permit to allow an accessory building that can be used for living and sleeping quarters. The accessory building is proposed to be 1,780 square feet in area, and is located as shown on the attached Exhibit A.

SURROUNDING ZONING AND LAND USE:

2. This lot is located on the west side of Elkins Road. The land on the east side is outside the City limit, and is generally vacant except of an oil well. The land to the north, west and south of this property is zoned AE District, and is generally vacant with the exception of the occasional pump jack. The nearest residence is over one-quarter mile from the applicant's home.

ANALYSIS:

3. The Planning and Zoning Commission has developed several policies that are helpful in reviewing applications for accessory buildings that are used as a living and sleeping quarter:

   A. The maximum floor area should not exceed 600 square feet, or 35 percent of the size of the principle residence, whichever is larger.

B. Vehicular access to the accessory building should not be allowed from the rear of the lot.

C. The specific use permit should delineate who is allowed to stay in the accessory building.

In addition to these policies, the Zoning Code prohibits the use of the accessory building as rental property.

4. The principle residence contains 6,250 square feet, while the accessory building is proposed to be 1,780 square feet, which represents 28 percent the principle residence. With no alley system serving this lot, all access to the accessory building must be through the front of the lot. The applicant indicates that the guesthouse will only be occupied by family members or guests, and he has been advised that it cannot be rented as a separate dwelling unit. We find that this application meets the policy guidelines and regulations of the Zoning Code. Further, there are no nearby residences that could be negatively impacted by approval of this request.

STAFF RECOMMENDATION:

We recommend approval of this request for a Specific Use Permit, Without Term, to allow an accessory building to be used as a living and sleeping quarters, subject to the following conditions:

A. That the accessory building shall not exceed 1,800 square feet in area.

B. That the accessory building shall be located in the location illustrated on Exhibit A.

C. That the accessory building may be occupied only by family members or guests of the owner. It may never be rented as a separate dwelling unit.

D. The owner shall obtain all of the necessary permits from the City of Midland related to the construction of the accessory building.

Cameron Walker, AICP
Planning Division Manager
Department of Development Services

Jim Compton, Senior Planner
Department of Development Services

Attachments:

Application
Maps
Exhibit A

Case Number: S-11-017

CITY OF MIDLAND
Planning Division

SPECIFIC USE PERMIT APPLICATION

GARY DAWSON — 432 352-5365
Applicant Name — Contact Phone #s

3201 ELKINS Rd — 79705
Address — Zip Code

E-Mail address: joshua.gd1977@yahoo.com

SAA
Property Owner Name — Contact Phone #s

Address — Zip Code

E-Mail address:

Operator (if different from Applicant or Property Owner) — Contact Phone #s

Address — Zip Code

Type of Permit: SPECIFIC USE ACCESSORY LIVING QUARTERS

SUP with Term: ___Yes ___No (For Office Use)

Street address and Legal Description of property on which SUP is desired (complete Lot, Block, and Subdivision, or if unplatted, attach a Metes and Bounds description with surveyor's seal.)
3201 ELKINS Rd Lot 1 Blk. 1 CAMELOT SUB.

Current Zoning: AE

Maximum Floor Area: 1780 SQ FT. Max. Occupancy: 1 Adult

Proposed hours and days of use or operation: NA

Reason for request: Family + Friends place to stay

Applicant's opinion as to why the request will not adversely affect the public safety, health, morals, general welfare, and convenience: NO NEIGHBORS WITHIN 1/2 MILE PROPERTY IS 20 AC IN SIZE THIS WILL BE THE ONE AND ONLY OUT BUILDING USED AS A LIVING QUARTERS

REQUIRED SUBMITTALS

1. Application fee: **$300.** (80% of fee will be refunded if no P&Z public hearing is called; if no City Council public hearing is called, then 30% of fee will be refunded.)
2. Site plan – 16 copies (FOLDED)
3. On a CD in .pdf and .jpg format.

SIGNATURES:

Applicant: _____ Date: 9/15/11

Property Owner: _____ Date: 9/15/11

If an Agent is authorized by the property owner to file and execute the application on behalf of the property owner, the Agent must complete the affidavit below.

STATE of TEXAS
COUNTY OF MIDLAND

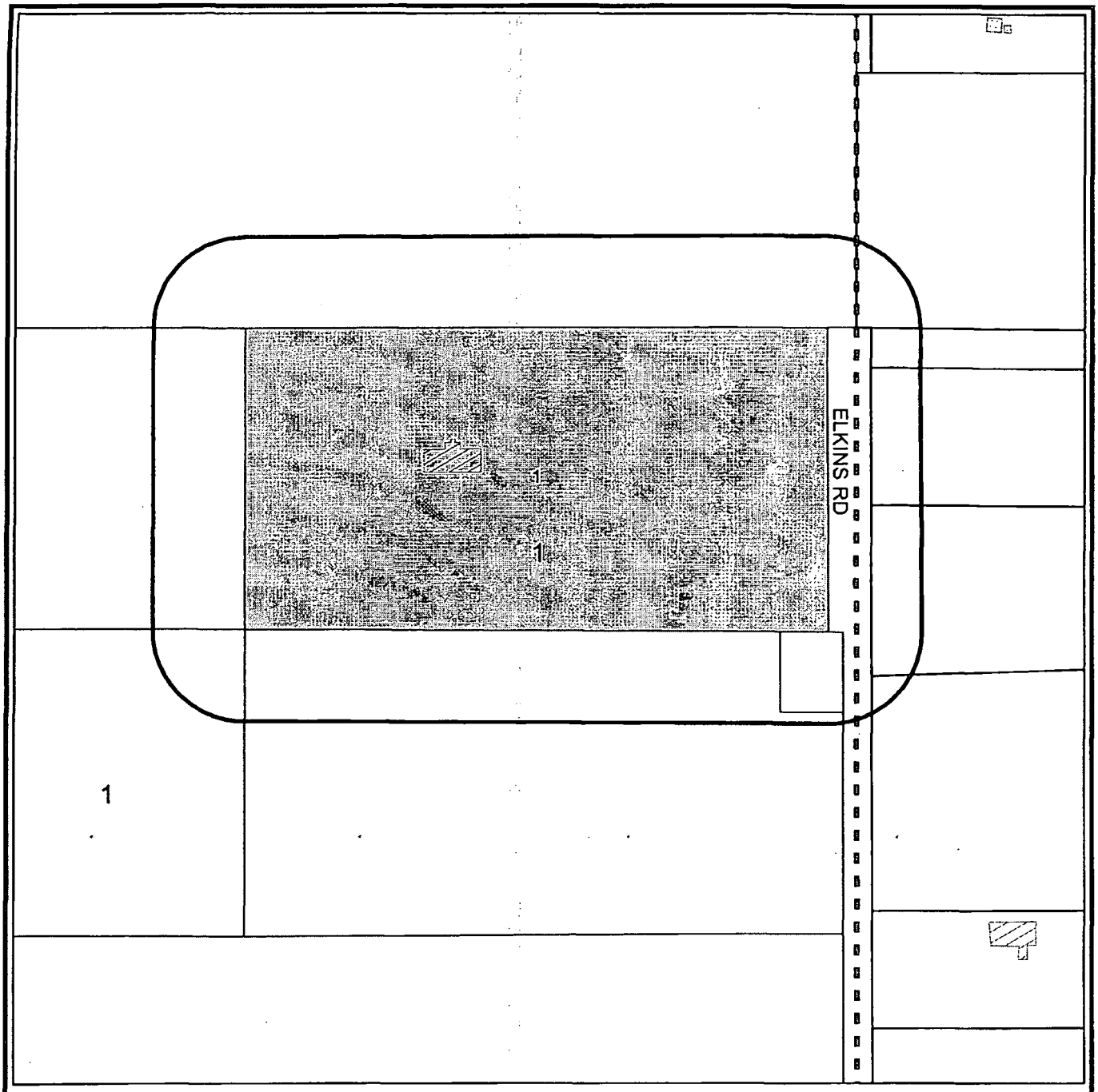
Before me, the undersigned authority, on this day personally appeared _____ who, being by me duly sworn, upon oath says: That (s)he is authorized by _____, the owner of the above described property, to fully represent him/her in this application and that (s)he had the legal right, power and authority to sign said owner's name hereto as his/her attorney in fact.

Subscribed and sworn to before me, this _____ day of _____, 20 ___, to certify which witness my hand and seal of office.

_____
NOTARY PUBLIC, MIDLAND COUNTY, TEXAS

FOR OFFICE USE ONLY	
Rec'd By: BC	Date: 09/16/14
Assigned: JC	
For: P+Z	On: 10/3/14

****Application will not be considered for scheduling until reviewed by a planner.****



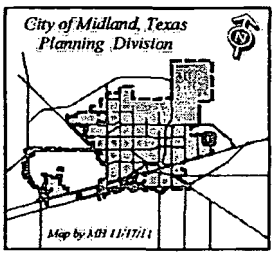
OWNER NOTIFICATION WITHIN CITY LIMITS ONLY

S - 11 - 017 **Scale: 1" = 300'**

Consider a request for a Specific Use Permit Without Term for an accessory building for living or sleeping quarters on Lot 1, Block 1, Camelot Addition, City and County of Midland, Texas.

LEGEND

- CITY LIMITS
- 200 FT. LEGAL NOTICE LIMIT
- CITY PARCEL
- COUNTY PARCEL
- PUBLIC BLDGS
- PRIVATE BLDGS
- ACCESSORY BLDGS



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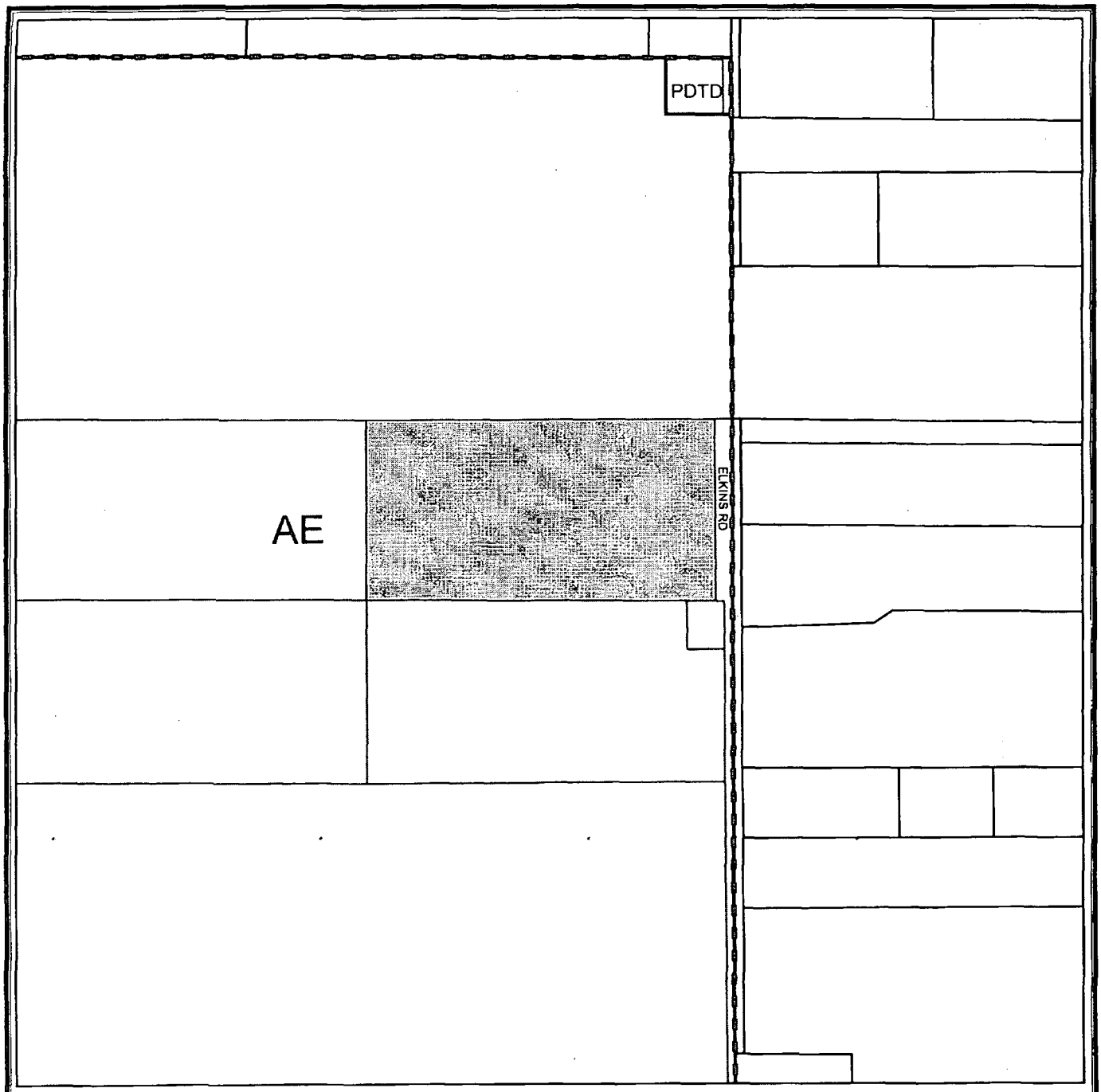
30.12

20.15



ZONING MAP

S - 11 - 017 **Scale: 1" = 500'**

Consider a request for a Specific Use Permit Without Term for an accessory building for living or sleeping quarters on Lot 1, Block 1, Camelot Addition, City and County of Midland, Texas.

LEGEND

ZONING | PARCELS | COUNTY PARCELS

CITY LIMITS | SPECIFIC USE PERMITS

ZONING DISTRICTS:

FD	FUTURE DEVELOPMENT	BP	BUSINESS PARK
PD	PLANNED DISTRICT	P	PARKING
AE	AGRICULTURE ESTATE	01, 02	OFFICE
CE	COUNTRY ESTATE	NS	NEIGHBORHOOD SERVICE
1F1, 1F2, 1F3	ONE-FAMILY DWELLING	LR1, LR2 ,LR3	LOCAL RETAIL
MH	MOBILE HOME DWELLING	C1, C2, C3	COMMERCIAL
TH	TOWNHOUSE DWELLING	IP ,IP1, IP2, IP3	INDUSTRIAL PARK
2F	TWO-FAMILY DWELLING	LI	LIGHT INDUSTRY
MF1, MF2	MULTIPLE FAMILY DWELLING	HI	HEAVY INDUSTRY

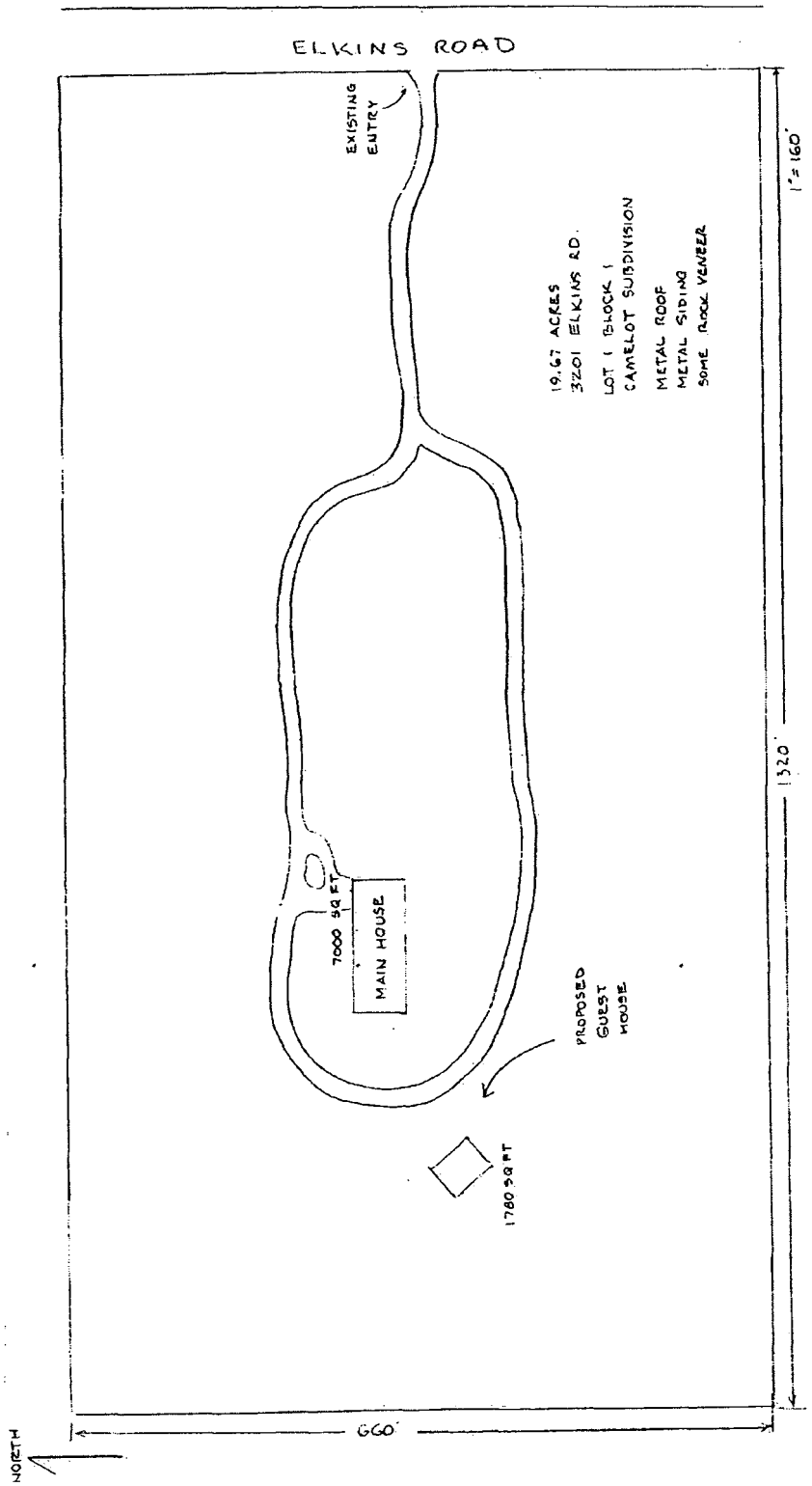


EXHIBIT A

S-11-017

City Council Agenda

Permits-Temp. Land Use-
Accessory Bldg.
8961

Approved for Agenda:
JNichols
City Manager's Office

MEETING DATE: **January 10, 2012**

TO: **CITY COUNCIL/CITY MANAGER**

FROM: **Cameron Walker, Planning Division Manager**

SUBJECT: **S-11-017, Gary Dawson**

Purpose:

Consider an ordinance on second reading on a request by Gary Dawson for a Specific Use Permit for an Accessory Building to be used as a Living and Sleeping Quarters.

Recommended City Council Action

X Approve ☐ Deny ☐ Direction/Informational

Fiscal Impact:

There is no cost to the City to consider this application.

Discussion:

Mr. Dawson owns a 20-acre lot on the west side of Elkins Road, one mile north of Business 20. The land is zoned AE District. He wishes to construct another residential structure; however, he does not wish to subdivide his lot at this time. Consequently, he has submitted this application. The accessory building (1,780 square feet) would not exceed 35 percent of the size of the residential structure, there is no vehicular access from the rear of the property, the residence would only be occupied by family members or guests and the property cannot be rented as a separate dwelling. The Planning and Zoning Commission recommended unanimous approval, and no opposition was expressed at that meeting. No changes have been requested regarding this zone change since first reading.

Attachments:
Proposed Ordinance

City Council Agenda

MIDLAND
Feel the Energy!

Approved for Agenda:
JNichols
City Manager's Office

MEETING DATE: **December 13, 2011**

TO: **CITY COUNCIL/CITY MANAGER**

FROM: **Cameron Walker, Planning Division Manager**

SUBJECT: **S-11-017, Gary Dawson**

Purpose:

Hold a public hearing at approximately 10:39 a.m. and consider an ordinance on a request by Gary Dawson for a Specific Use Permit for an Accessory Building to be used as a Living and Sleeping Quarters.

Recommended City Council Action

☒ Approve ☐ Deny ☐ Direction/Informational

Fiscal Impact:

There is no cost to the City associated with this application.

Discussion:

Mr. Dawson owns a 20-acre lot on the west side of Elkins Road, one mile north of Business 20. The land is zoned AE District. He wishes to construct another residential structure on his property, however, he does not wish to subdivide his lot at this time. Consequently, he has submitted this permit request. The size of the proposed accessory building (1,780 square feet) would be less than 35% of the existing residential structure. There is no vehicular access from the rear of the property and the residence would only be occupied by family members or guests. Approval of this permit request would be conditioned upon the property not being utilized as a separate rental dwelling. The Planning and Zoning Commission recommended unanimous approval, and no public opposition was expressed at that meeting.

Attachments:
October 31, 2011 P&Z Staff Report
Proposed Ordinance

used herein.

SECTION THREE. The provisions of this ordinance are to be cumulative of all other ordinances or parts of ordinances governing or regulating the same subject matter as that covered herein; provided, however, that all prior ordinances or parts of ordinances inconsistent with or in conflict with any of the provisions of this ordinance are hereby expressly repealed to the extent of any such inconsistency or conflict.

SECTION FOUR. If any section, subsection, sentence, clause or phrase of this ordinance is, for any reason, held to be unconstitutional or invalid, such holding shall not affect the validity of the remaining portions of this ordinance. The Council of the City of Midland hereby declares that it would have passed this ordinance and each section, subsection, sentence, clause, or phrase hereof irrespective of the fact that any one or more sections, subsections, sentences, clauses, or phrases be declared unconstitutional or invalid.

SECTION FIVE. The penalty for violation of this ordinance shall be in accordance with the general penalty provisions contained in Section 1-3-1 of the City Code of Midland, Texas, which provides for a fine not exceeding two thousand dollars ($2,000.00).

SECTION SIX. The City Secretary is hereby authorized and directed to publish the descriptive caption of this ordinance in the manner and for the length of time prescribed by the law as an alternative method of publication.

The above and foregoing ordinance was duly proposed, read in full and adopted on first reading, the 24th day of April, A.D., 2018; and passed to second reading on motion of Council member Sparks, seconded by Council member Lacy, by the following vote:

Council members voting "AYE": Hotchkiss, Love, Sparks, Morales, Dufford, Lacy, Robnett

Council members voting "NAY": None

The above and foregoing ordinance was read in full and finally adopted by the

City Council Agenda

Approved for Agenda:
JNichols
City Manager's Office

MEETING DATE: December 13, 2011

TO: CITY COUNCIL/CITY MANAGER

FROM: Cameron Walker, Planning Division Manager

SUBJECT: S-11-017, Gary Dawson

Purpose:

Hold a public hearing at approximately 10:39 a.m. and consider an ordinance on a request by Gary Dawson for a Specific Use Permit for an Accessory Building to be used as a Living and Sleeping Quarters.

Recommended City Council Action

☒ Approve ☐ Deny ☐ Direction/Informational

Fiscal Impact:

There is no cost to the City associated with this application.

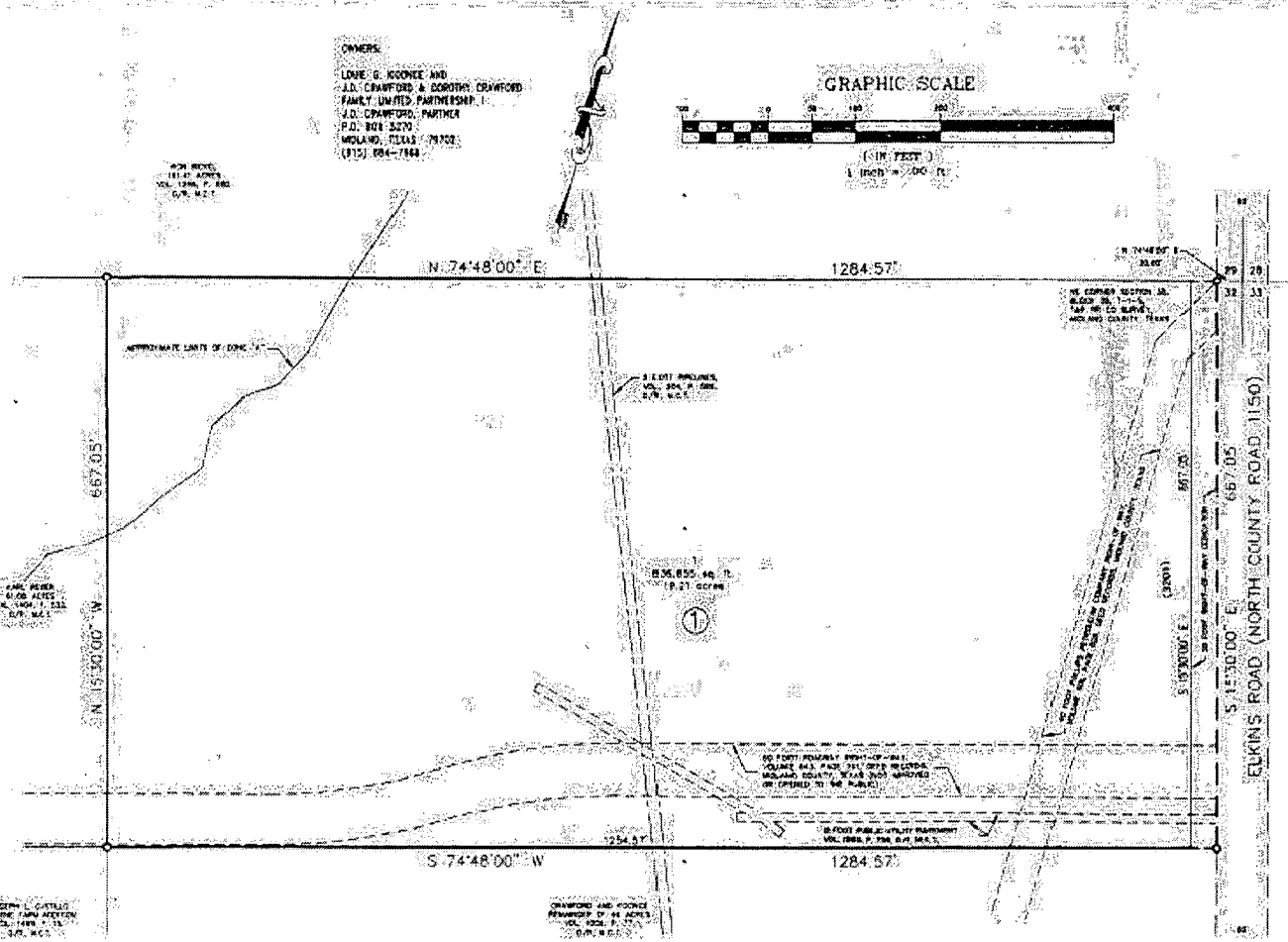
Discussion:

Mr. Dawson owns a 20-acre lot on the west side of Elkins Road, one mile north of Business 20. The land is zoned AE District. He wishes to construct another residential structure on his property, however, he does not wish to subdivide his lot at this time. Consequently, he has submitted this permit request. The size of the proposed accessory building (1,780 square feet) would be less than 35% of the existing residential structure. There is no vehicular access from the rear of the property and the residence would only be occupied by family members or guests. Approval of this permit request would be conditioned upon the property not being utilized as a separate rental dwelling. The Planning and Zoning Commission recommended unanimous approval, and no public opposition was expressed at that meeting.

Attachments:
October 31, 2011 P&Z Staff Report
Proposed Ordinance

CAMELOT ADDITION

A SUBDIVISION OF A 19.67 ACRE TRACT OF LAND OUT OF THE NE/4 OF SECTION 32, BLOCK 38, T-1-S, T&P RR CO SURVEY, MIDLAND COUNTY, TEXAS



STATE OF TEXAS :

COUNTY OF MIDLAND :

WHEREAS, WE, THE UNDERSIGNED, ARE THE RECORD OWNERS OF A TRACT OF LAND BEING 19.67 ACRES OUT OF THE NE/4 OF SECTION 32, BLOCK 38, T-1-S, T&P RR CO SURVEY, MIDLAND COUNTY, TEXAS, AND BEING DESCRIBED MORE FULLY BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A 1/2" REINF. BAR FOUND FOR THE NE CORNER OF THIS TRACT, ON THE NORTH LINE OF SAID SECTION 32, AND THE SOUTH LINE OF THE IRON NICKEL TRACT (REFERENCE: VOLUME 1248, PAGE 660, OFFICIAL RECORDS, MIDLAND COUNTY, TEXAS), AND THE WEST RIGHT-OF-WAY LINE OF ELKINS ROAD (NORTH COUNTY ROAD 1150) FROM WHICH THE NE CORNER OF SAID SECTION 32 BEARS N.74°48'00"E., 30.00 FEET;

THENCE S.15°30'00"E., 667.05 FEET ALONG THE SAID WEST RIGHT-OF-WAY LINE OF ELKINS ROAD (NORTH COUNTY ROAD 1150) TO A 1/2" REINF. BAR SET FOR THE SE CORNER OF THIS TRACT;

THENCE S.74°48'00"W., 1284.57 FEET TO A 1/2" REINF. BAR FOUND FOR THE SW CORNER OF THIS TRACT, SAME BEING THE NE CORNER OF DEVELINE FARMS ADDITION (REFERENCE: VOLUME 1898, PAGE 15, OFFICIAL RECORDS, MIDLAND COUNTY, TEXAS), AND THE SE CORNER OF THE KARL REITER TRACT (REFERENCE: VOLUME 1404, PAGE 533, OFFICIAL RECORDS, MIDLAND COUNTY TEXAS);

THENCE N.15°30'00"W., 667.05 FEET ALONG THE EAST LINE OF THE SAID KARL REITER TRACT TO A 1/2" REINF. BAR SET FOR THE NW CORNER OF THIS TRACT, AND THE NE CORNER OF THE SAID KARL REITER TRACT, IN THE SAID NORTH LINE OF SECTION 32, AND THE SAID SOUTH LINE OF THE IRON NICKEL TRACT;

THENCE N.74°48'00"E., 1284.57 FEET ALONG THE SAID NORTH LINE OF SECTION 32, AND THE SAID SOUTH LINE OF THE IRON NICKEL TRACT TO THE PLACE OF BEGINNING;

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENT:

THAT WE, THE UNDERSIGNED, DO HEREBY ADOPT THIS PLAT DESIGNATING THE HEREINABOVE DESCRIBED PROPERTY AS "CAMELOT ADDITION", AN ADDITION TO THE CITY OF MIDLAND, AND DO HEREBY DEDICATE TO THE PUBLIC USE FOREVER THE STREETS, ALLEYS AND EASEMENTS (AND PARKWAYS) AS SHOWN HEREON.

AND FURTHER HEREBY GIVE AN EASEMENT OF INGRESS AND EGRESS TO THE CITY OF MIDLAND FOR ALL OF CAMELOT ADDITION, AS SHOWN HEREON, FOR GARBAGE AND TRASH COLLECTION AND LOCATION AND MAINTENANCE OF TRASH CONTAINER AND CONDITION SAID EASEMENT THAT NO CONSTRUCTION SHALL COMMENCE UNTIL THE EXACT LOCATION OF SAID CONTAINER AND EASEMENT IN CONNECTION THEREWITH, HAVE BEEN SELECTED AND APPROVED BY THE DIRECTOR OF UTILITIES.

WITNESS MY HAND AT MIDLAND, TEXAS, THIS 24th DAY OF Jan, 2002

Lowe G. Koonce
LOWE G. KOONCE

J.D. Crawford
J.D. CRAWFORD & DOROTHY CRAWFORD FAMILY LIMITED PARTNERSHIP, I
J.D. CRAWFORD, PARTNER

STATE OF TEXAS
COUNTY OF MIDLAND
Tom Green

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON THIS 24th DAY OF Jan, 2002, BY LOWE G. KOONCE.

Denise Lynn Holmes
NOTARY PUBLIC
MIDLAND COUNTY, TEXAS
Tom Green

DENISE LYNN HOLMES
NOTARY PUBLIC, STATE OF TEXAS
My Commission Expires
June 21, 2004

STATE OF TEXAS
COUNTY OF MIDLAND :

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON THIS 1st DAY OF FEBRUARY, 2002, BY THE J.D. CRAWFORD & DOROTHY CRAWFORD FAMILY LIMITED PARTNERSHIP, I, J.D. CRAWFORD, PARTNER.

Cynthia Ann Wood
NOTARY PUBLIC
MIDLAND COUNTY, TEXAS

CYNTHIA ANN WOOD
Notary Public, State of Texas
My Comm. Expires: 8/21/04

NOTES:

SELLING A PORTION OF THIS ADDITION BY METES AND BOUNDS MAY BE A VIOLATION OF CITY ORDINANCE AND STATE LAW AND SUBJECT TO FINES AND WITHHOLDING OF UTILITIES AND BUILDING PERMITS.

BEARINGS SHOWN ON THIS PLAT ARE RELATIVE TO THE EAST LINE OF SECTION 32, BLOCK 38, T-1-S, T&P RR CO SURVEY, MIDLAND, MIDLAND COUNTY, TEXAS.

THIS TRACT IS SUBJECT TO THE FOLLOWING BLANKET EASEMENTS:

ATLANTIC PIPE LINE CO. EASEMENT, VOLUME 47, PAGE 233, DEED RECORDS, MIDLAND COUNTY, TEXAS.
TEXAS-NEW MEXICO PIPE LINE CO. EASEMENT, VOLUME 304, PAGE 568, DEED RECORDS, MIDLAND COUNTY, TEXAS.
ASHLAND & HILLIARD OIL CO., RIGHT-OF-WAY EASEMENT, VOLUME 432, PAGE 10, DEED RECORDS, MIDLAND COUNTY, TEXAS.
MAGNOLIA PIPE LINE CO. EASEMENT, VOLUME 438, PAGE 199, DEED RECORDS, MIDLAND COUNTY, TEXAS.
SHELL OIL CO. EASEMENT, VOLUME 473, PAGE 303, DEED RECORDS, MIDLAND COUNTY, TEXAS.

FOR FLOOD INSURANCE RATING PURPOSES: THIS PROPERTY LIES WITHIN FLOOD INSURANCE ZONE DESIGNATION "C" & "A" AS DEPICTED ON FLOOD INSURANCE RATE MAP (FIRM) NUMBER 48329C 0100E, MIDLAND COUNTY, TEXAS AND INCORPORATED AREAS EFFECTIVE DATE, DECEMBER 6, 1999, AS ISSUED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA). CENSUS TRACT NO. 101.12.

STORM WATER RUNOFF FROM IMPERVIOUS AND ROOFED AREAS OF THIS LOT IS TO BE DIRECTED TOWARDS PERVIOUS SURFACES SUCH AS LAWNS OR LANDSCAPING WITHIN THE PROPERTY.

THIS PLAT HAS BEEN CHECKED FOR ACCESSIBILITY OF UTILITIES.

SIGNED: [signature] OWCGN ELECTRIC DELIVERY COMPANY R. W. SHULER

SIGNED: [signature] SOUTHWESTERN BELL TELEPHONE COMPANY DON SUTTON

SIGNED: [signature] CHARLES LEE C. BROWN

SIGNED: [signature] COX COMMUNICATIONS BILL BENTLEY

SIGNED: [signature] CAP ROCK ELECTRIC COOPERATIVE, INC. GLEN NORTH, JR.

SIGNED: [signature] CENTERPOINT ENERGY GENE KOPPE

THIS IS TO CERTIFY THAT THE ABOVE AND FOREGOING PLAT OF CAMELOT ADDITION, WAS APPROVED BY PROPER ACTION OF THE CITY PLANNING AND ZONING COMMISSION OF THE CITY OF MIDLAND, ON THIS 4th DAY OF February, 20 02.

SIGNED: [signature] CHAIRMAN - PETER MORTON

ATTEST: [signature] SECRETARY - CAMERON WALKER

THAT I, MAX A. SCHUMANN, JR., A REGISTERED PROFESSIONAL LAND SURVEYOR, DO HEREBY CERTIFY THAT I PREPARED THIS PLAT FROM AN ACTUAL AND ACCURATE SURVEY OF THE LAND AND THAT THE CORNER MONUMENTS SHOWN THEREON WERE PROPERLY PLACED UNDER MY PERSONAL SUPERVISION, IN ACCORDANCE WITH THE SUBDIVISION REGULATIONS OF THE CITY OF MIDLAND, TEXAS.

[signature]
MAX A. SCHUMANN, JR.
RPLS 1377

STATE OF TEXAS
MAX A. SCHUMANN, JR.
1377
REGISTERED
LAND SURVEYOR

PLAT FILED FOR RECORD
MIDLAND COUNTY, TEXAS
NO. 4166 CABINET E
DATE 3-5-02 PAGE 209

NO.	DATE	DESCRIPTION	BY
1	01/31/02	REVISED FOR FINAL PLAT	CAM

DRAWN BY: CAM/DAM DATE: 12/03/01
CHECKED BY: MAS DRAWING NO.: 07023CO
JOB NO.: 07.023 SHEET: 1 OF 1

SCHUMANN ENGINEERING CO., INC.
REGISTERED PROFESSIONAL LAND SURVEYORS
REGISTERED PROFESSIONAL CIVIL ENGINEERS
Civil Engineering ~ Land Surveying
408 W. PECOS STREET - P. O. BOX 304
MIDLAND, TEXAS 79702-0304
Office (915) 684-3546
Fax (915) 684-6873

CAMELOT ADDITION

MIDLAND Planning Division

Zone Change/Planned District Amendment/Site Plan Approval

Project Number:

Case Number: Z-18-0008

Applicant *(if acting as Agent, see affidavit on page 2)* Printed Name:		Phone ( ) Email	
Address	City	State	Zip

Property Owner Printed Name: GARY J. DAWSON (312 E. ILLINOIS #7 MIDLAND TX 79701 MAILING ADDRESS)		Phone (432) 694 5023 Email joshua-gdi977@att.net	
Address 3201 ELKINS Rd	City MIDLAND	State TX	Zip 79705

Representative *(if different from Applicant or Property Owner)* Firm: Printed Name:		Phone ( ) Email	
Address	City	State	Zip

Street Address: 3201 ELKINS Rd.

Legal Description
Lot: 1 Block: 1 Subdivision: CAMELOT

Current Zoning: RESIDENTIAL AE

Proposed Zone: O1 OFFICE USE
(List by tracts if more than one district is requested)

Reason for Zone Change Request: NEIGHBORHOOD IS MORE COMMERCIAL MOSTLY COMMERCIAL IN RECENT YEARS - MY 20 AC TRACT IS THE ONLY RESIDENT IN THE NEIGHBORHOOD WITHIN City limits - ALL ELSE IS COMMERCIAL

Present Use of Property: AE Agricultural Estate Residential

Proposed Use of Property: Light INDUSTRIAL TO OFFICE.

How would this zone change affect the public health, safety and welfare? NONE

Describe how conditions affecting the property have changed since present zoning designation: INFLUX OF INDUSTRIAL USE HAS CHANGED THE NEIGHBORHOOD AWAY FROM Residential

Submittal and Fees
Items to be submitted with this application form:

- Application Fee – Payable to the 'City of Midland'
- Dimensioned Site Plan
- *Digital Copies of Site Plan (PDF/JPEG)*

Signature *(by property owner only – authorized agent must sign affidavit below)*	
Applicant (signature): Mary J. Dawson	Date: 2/16/18
Applicant (printed): GARY J. DAWSON	
Property Owner (signature) Mary J. Dawson	Date: 2/16/18
Property Owner (printed) GARY J. DAWSON	

The Zone Change/Planned District Amendment/Site Plan Approval shall be considered officially received in the Planning office only when it has been submitted in full compliance with the provisions of Section 212 of the Texas Local Government Code and the Zoning Code of Ordinances of the City of Midland and when such required items for the application are also received.

All materials, including exhibits, submitted in support of an application, or displayed during a public hearing, shall remain the property of the City of Midland.

If an agent is authorized by the property owner to file and execute the application on behalf of the property owner, the agent must complete the affidavit below.

STATE OF TEXAS
COUNTY OF MIDLAND

Before me, the undersigned authority, on this day personally appeared _____ who, being by me duly sworn, upon oath says: That (s)he is authorized by _____ the owner of the above described property, to fully represent him/her in this application and that (s)he had the legal right, power and authority to sign said owner's name hereto as his/her attorney in fact.

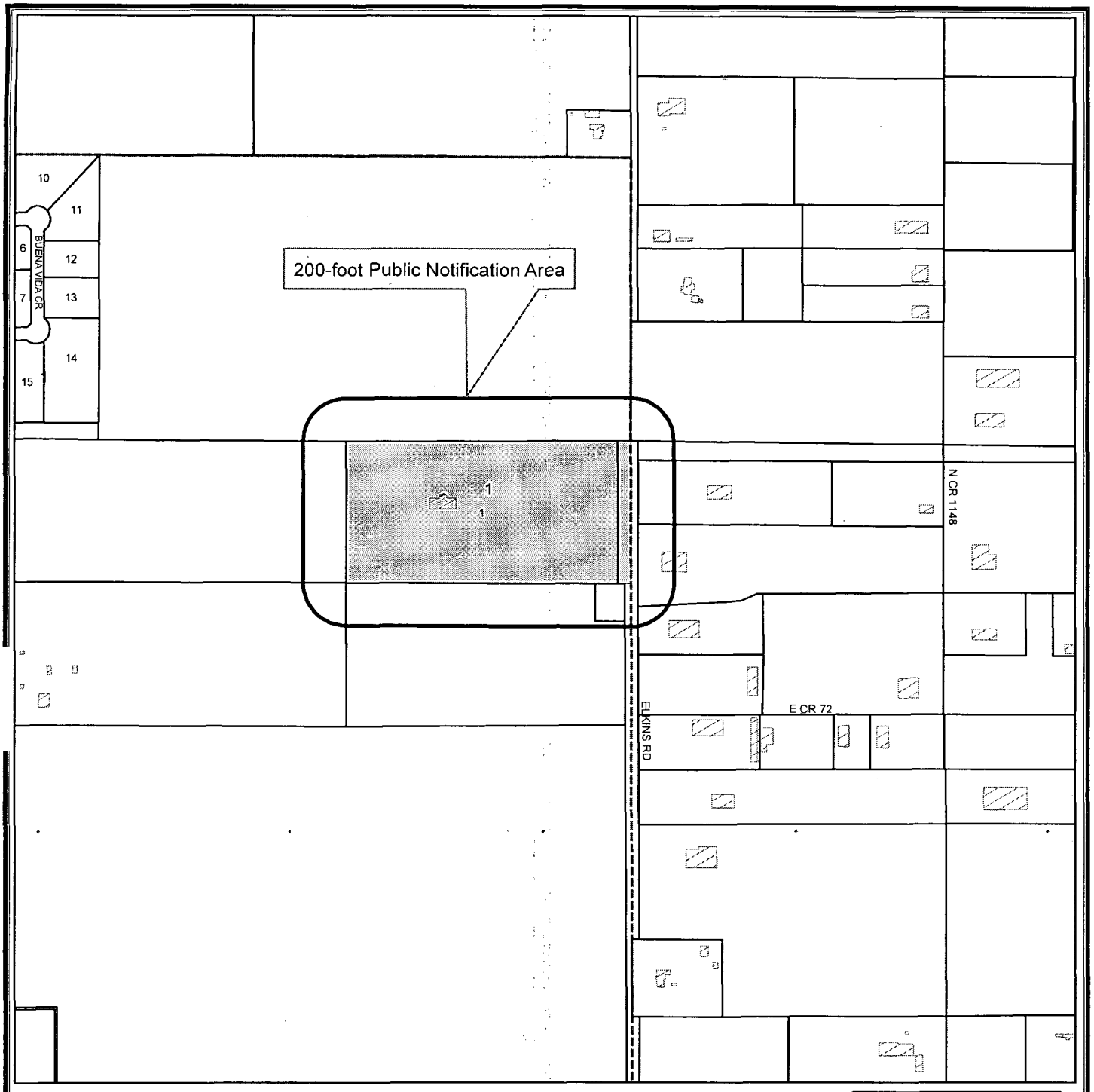
_____
Authorized Agent (*signature*)

Subscribed and sworn to before me, this _____ day of _____, 20___, to certify which witness my hand and seal of office.

_____
NOTARY PUBLIC, MIDLAND COUNTY, TEXAS

FOR OFFICE USE ONLY	
☐ Property Owner Authorization	☐ Dimensioned Site Plan
☐ Application Fee Check #: 1574	☐ Plans in Digital Format (PDF/JPEG)
Received By: [signature]	Date: 2/16/18

****Application will not be considered for scheduling until reviewed by a planner.****



LOCATION MAP

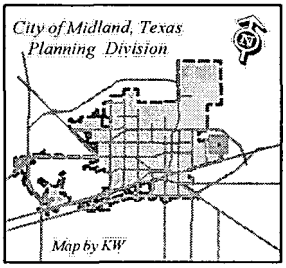
Z-18-0008 **Scale: 1" = 400'**

Consider a request for a Zone Change from AE, Agriculture Estates District, to O-1, Office District on Lot 1, Block 1, Camelot Addition, City and County of Midland, Texas.

Generally located on the west side of Elkins Road, approximately 610-feet north of East County Road 72. (Council District 2)

LEGEND

- CITY LIMITS
- PARCEL
- PRIVATE BLDGS



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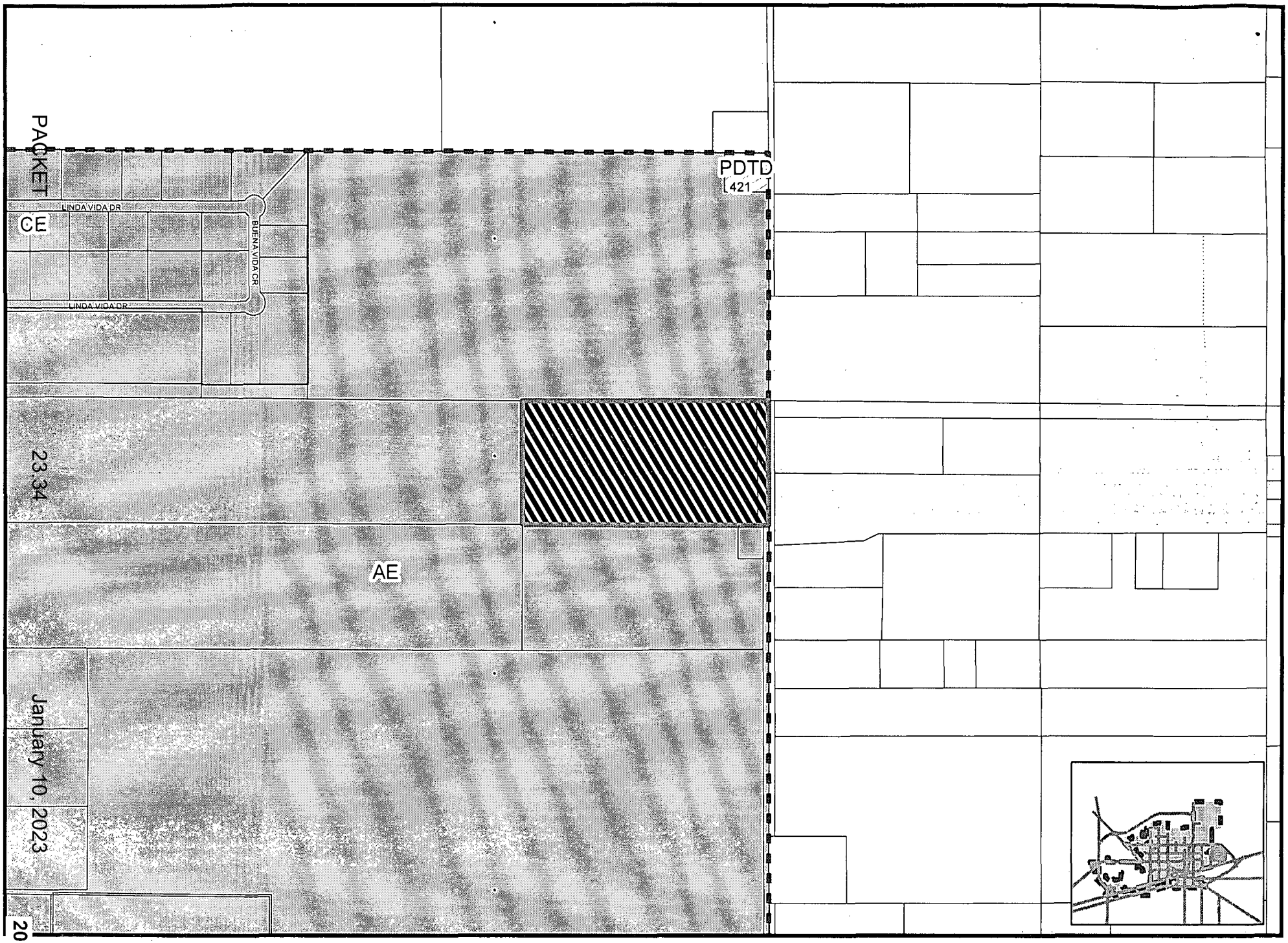
THIS DATA IS NOT A SUBSTITUTION FOR A SURVEY PRODUCT. NOR IS IT DESIGNED TO BE USED AS A PRIMARY TOOL IN PERMITTING OR OTHER DECISIONS BASED SOLELY ON THE INFORMATION CONTAINED HEREIN.
THE CITY OF MIDLAND SHALL NOT BE RESPONSIBLE IN ANY MANNER FOR DIRECT OR INDIRECT DAMAGES RESULTING FROM THE USE OF THIS DATA



Map By KW

Z-18-0008

Scale: 1" = 400'

ZONING MAP

© THE CITY OF MIDLAND - 2017: THIS DATA IS NOT A SUBSTITUION FOR A SURVEY PRODUCT, NOR IS IT DESIGNED TO BE USED AS A PRIMARY TOOL IN PERMITTING OR OTHER DECISIONS BASED SOLEY ON THE INFORMATION CONTAINED HEREIN. THE CITY OF MIDLAND SHALL NOT BE RESPONSIBLE FOR ANY DECISIONS BASED UPON THE USE OF THIS DATA.

following vote upon motion of Council member Lacy, seconded by Council member Robnett, on the 8th day of May, A.D., 2018, at a regular meeting of the City Council:

Council members voting "AYE": Hotchkiss, Love, Sparks, Morales, Dufford, Lacy, Robnett

Council members voting "NAY": None

PASSED AND APPROVED THIS 8th day of May, A.D., 2018.

Jerry F. Morales, Mayor

ATTEST:

Amy M. Turner, City Secretary

APPROVED AS TO CONTENT
AND COMPLETENESS:

Frank Salvato, Assistant City Manager

Charles Harrington, Director of Development Services

APPROVED ONLY AS TO FORM:

John Ohnemiller, City Attorney

9759

City Council Agenda

Approved for Agenda:
fsalvato
City Manager's Office

MEETING DATE: May 8, 2018

TO: City Council / City Manager

FROM: Rolandrea Russell, Planner

SUBJECT: **Consider an ordinance on second reading on a request by Gary J Dawson for a zone change from AE, Agriculture Estates District, to O-1, Office District on Lot 1, Block 1, Camelot Addition, City and County of Midland, Texas. (Generally located on the west side of Elkins Road, approximately 610-feet north of East County Road 72.)**

Purpose:

The applicant, Gary J. Dawson, is requesting a Zone Change from AE, Agricultural Estate District to O-1, Office District on a 20-acre tract of land out of Section 32, Block 38, T-1-S, RR Co. Survey, City and County of Midland, Texas for office use.

Recommended City Council Action

☒ Approve ☐ Deny ☐ Directional / Informational

Fiscal Impact:

This proposal does not have a significant financial impact to the city.

Discussion:

Current Zoning:

AE, Agriculture Estate District

Comprehensive Zoning:

Urban-Low (U-L)

- Single-Family Dwelling District
- Manufactured Housing District
- Office District
- Local Retail District

Urban-Low are neighborhoods with relatively low-density housing and easily accessed neighborhood commercial services. As compared to denser areas, U-L has more space and separation of uses, with farther distances between destinations and fewer shared amenities.

Surrounding Zoning and Land Use:

The properties to the north, south and west are zoned AE, Agriculture Estate District which is a single family-residential zoning district. The properties to the east, across Elkins Road, are located in the ETJ, Extraterritorial Jurisdiction where there are primarily commercial and industrial uses.

Analysis:

The property is currently zoned AE, Agriculture Estate District with an existing Specific Use Permit without Term (Ordinance No.8961) for an accessory dwelling structure to be used for living or sleeping quarters, together with the uses permitted in an AE.

The Specific Use Permit without term does not conflict with the proposed O-1, Office District as per the City of Midland Zoning Ordinance Section, *11-1-10. - Specific use permits.*

> *(B) Specific use permits without term may be issued for the following types of uses and subject to, but not limited to, the specified restrictions, in the following districts:*
>
> > *1. Accessory building for living or sleeping quarters in any district, not including rental as a separate dwelling.*

The applicant, Gary J. Dawson, is now requesting a Zone Change from AE, Agricultural Estate District to O-1, Office District for office; this use is due to an influx of industrial uses across Elkins Rd in the ETJ, Extraterritorial Jurisdiction.

The aforementioned ETJ, Extraterritorial Jurisdiction uses has deterred residential uses, and the proposed O-1, Office District will provide a buffer for future a residential zoning district west of the property. This is the first of an anticipated number of changes along Elkins Rd. which is destined to be a major arterial.

This request has been circulated to and reviewed by respective City departments for internal review and their comments, conditions, and requirements are as follows:

Engineering:

No objections to zoning.

Transportation:

No objections to zoning.

Driveway access evaluated with building permits, not zoning.

Oil and Gas:

No Oil or Gas wells identified within 500 ft. radius of location.

Code Administration:

No comments.

Planning:

This request is in compliance with the *Tall City Tomorrow Comprehensive Plan, Chapter 3 An Integrated Land Use Vision*, Principle 8, "Land use policies and regulations should create and support balanced neighborhoods." (Tall City Tomorrow, Page 59) This request will aid in promoting appropriate transitions between higher intensity uses such as industry, and lower intensity uses, such as homes.

Staff recommends approval of the zone change from AE, Agriculture Estates, to O-1, Office District, subject to condition A.

Condition:

A. That the use and development of this property shall conform to the regulations of the O-1, Office District

Letters of Objection:

As of March 14, 2018 staff has received no letters of objection to this request.

Attachments:

Plat (Exhibit A)
Ordinance No. 8961
Application
Maps

ORDINANCE NO. 8961

AN ORDINANCE CHANGING THE ZONING USE CLASSIFICATION OF LOT 1, BLOCK 1, CAMELOT ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED ON THE WEST SIDE OF ELKINS ROAD, APPROXIMATELY ONE MILE NORTH OF BUSINESS INTERSTATE 20), WHICH IS PRESENTLY ZONED AE, AGRICULTURE ESTATE DISTRICT, BY PERMITTING SAID PROPERTY TO BE USED UNDER A SPECIFIC USE PERMIT WITHOUT TERM FOR AN ACCESSORY BUILDING TO BE USED FOR LIVING OR SLEEPING QUARTERS; MAKING SAID PERMIT SUBJECT TO CERTAIN CONDITIONS AND RESTRICTIONS CONTAINED HEREIN; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION

WHEREAS, the City Planning and Zoning Commission and the Governing Body of the City of Midland, Texas, in compliance with the City Charter and the State law with reference to the granting of specific use permits under the zoning ordinance regulations and zoning map, have given the requisite notices by United States mail, publication and otherwise; and after holding due hearings and affording a full and fair hearing to all of the property owners generally, and particularly to those interested persons situated in the affected area and in the vicinity thereof, the Governing Body of the City of Midland finds that the health, safety and general welfare will be best served by the granting of a Specific Use Permit Without Term, set out hereinafter, subject to the special conditions and restrictions set out hereinafter on the property described in Section One hereof;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MIDLAND, TEXAS:

SECTION ONE. That the zoning use classification of the following described property, which is presently zoned AE, Agriculture Estate District, to wit:

Lot 1, Block 1, Camelot Addition, City and County of Midland, Texas;

is hereby changed to permit same to be used under a Specific Use Permit Without Term for an accessory building to be used for living or sleeping quarters, together with the uses

permitted in an AE, Agriculture Estate District, subject to the following conditions:

1. That the accessory building shall be located as shown on Exhibit "A", which is attached hereto and incorporated herein.

2. That the accessory building shall not exceed 1,800 contiguous square feet in area.

3. That the use of the accessory building for living or sleeping quarters shall be limited to family members or guests of the occupant of the primary residence; the accessory building shall not be rented out as a separate residence or used for any commercial purpose.

4. That the applicant shall obtain all necessary permits from the City of Midland related to the construction of the accessory building.

SECTION TWO. The penalty for violation of this ordinance shall be in accordance with the general penalty provisions contained in Section 1-3-1 of the City Code of Midland, Texas, which provides for a fine not exceeding two thousand dollars ($2,000.00).

SECTION THREE. The provisions of this ordinance are to be cumulative of all other ordinances or parts of ordinances governing or regulating the same subject matter as that covered herein; provided, however, that all prior ordinances or parts of ordinances, inconsistent with or in conflict with any of the provisions of this ordinance are hereby expressly repealed to the extent of any such inconsistency or conflict.

SECTION FOUR. If any section, subsection, sentence, clause or phrase of this ordinance is, for any reason, held to be unconstitutional or invalid, such holding shall not affect the validity of the remaining portions of this ordinance. The Council of the City of Midland hereby declares that it would have passed this ordinance and each section, subsection, sentence, clause, or phrase hereof irrespective of the fact that any one or more sections, subsections, sentences, clauses, or phrases be declared unconstitutional or invalid.

SECTION FIVE. The City Secretary is hereby authorized and directed to publish the descriptive caption of this ordinance in the manner and for the length of time prescribed by the law as an alternative method of publication.

The above and foregoing ordinance was duly proposed, read in full and adopted on

first reading, the 10th day of January, A.D., 2011; and passed to second reading on motion of Council member Sparks, seconded by Council member James, by the following vote:

Council members voting "AYE": Morales, Trost, Hailey, Perry, Dufford, James and Sparks

Council members voting "NAY": None

The above and foregoing ordinance was read in full and finally adopted by the following vote upon motion of Council member Hailey, seconded by Council member Dufford, on the 10th day of January, A.D., 2012, at a regular meeting of the City Council:

Council members voting "AYE": Morales, Trost, Hailey, Perry, Dufford and Sparks

Council members voting "NAY": None

PASSED AND APPROVED THIS 10th day of January, A.D., 2012.

W. Wesley Perry, Mayor

ATTEST:

Amy M. Turner, City Secretary

APPROVED AS TO FORM:

Keith Stretcher, City Attorney

L:\Ordinances\Planning\Specific Use Permit\2011\S-11-017.Dawson - Accessory Bldg.wpd 3




FIRE LANE - NO PARKING






EXIT
ONLY
ENTER

City Council Meeting

Item Number: 24

Meeting Date: January 10, 2023

To: City Council / City Manager

From: Alexandra Walling, Planner

Subject: AN ORDINANCE VACATING AND ABANDONING A 0.034-ACRE PORTION OF ALLEY RIGHT-OF-WAY LOCATED ADJACENT TO LOTS 2, 3 AND 4, BLOCK 1, RICHARDSON-ABILENE STREET ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED ON THE EAST SIDE OF NORTH MAIN STREET, APPROXIMATELY 120 FEET SOUTH OF BUTLER AVENUE); ADOPTING THE APPRAISAL BY THE CITY MANAGER OF $2,956.00; RETAINING A NONEXCLUSIVE UTILITY EASEMENT; AND ORDERING RECORDATION BY THE CITY SECRETARY (DISTRICT 2) (DEVELOPMENT SERVICES)

Purpose:

The applicant, Aaron Patino, is requesting to vacate a 0.034-acre portion of the alley right-of-way, located adjacent to Lots 2, 3, and 4, Block 1, Richardson-Abilene Street Addition, City and County of Midland, Texas, for ownership purposes.

Recommended City Council Action:

Approve

Fiscal Impact:

The 2022 appraised value of the right-of-way is $2.00 per square foot, for a total value of $2,956.00.

Discussion:

The approximated area that will be vacated is 1,478 square feet (0.034-acres). The applicant has indicated that vehicles travel through the alley at high speeds in order to avoid traffic on Main Street. The applicant plans to construct a fence at each entry point of the alley.

All the appropriate adjacent owners are aware of the proposed vacation and have signed the application.

The Midland Central's Appraisal District's appraisal of the land is $2.00 per square foot or $2,956.00.

This request has been circulated and reviewed by all pertinent City departments and franchise utility companies. Their comments, conditions, and requests are as follows:

Code Compliance: (Approved)

No Oil and Gas issues.

Building Code: (Approved)

No objections.

Engineering: (Approved)

No objections to vacation. Applicant shall be responsible for relocating any utilities, if existing, or providing easements as needed.

Fire: (Approved)

No objections.

Transportation: (Approved)

No objections to vacation. Applicant shall be responsible for relocating any utilities, if existing, or providing easements as needed.

GIS: (Approved)

No comments.

Surveyor (Approved)

No comments.

Solid Waste: (Approved)

Solid waste will move the dumpster out of the alley.

AT&T: (Approved)

I have attached a picture of the map where we have a pedestal on N Baird St. As long as it isn't in the way we are clear.

Atmos: (Approved with Conditions)

Atmos Energy currently has facilities located within the above-described alley Right of Way between N. Baird Street and N. Main. We currently have a gas main that extends along this alley right of way. Atmos could vacate the referenced portion, however since we are currently serving customers off this line, we would need to maintain a utility easement or relocate our facilities. Any relocation costs would be passed on to the individual or entity requesting the vacate.

Grande: (Approved)

We do have communication lines on the one pole in the middle of the property. Is the customer aware that if we remove are communication lines off that pole, the residents in that section will no longer be serviceable by Astound Broadband.

Oncor: (Approved with Conditions)

I went out last week to look at this location, and Oncor has facilities in this alley. Oncor will need to relocate or secure an easement if it is to be vacated

Suddenlink: (Approved with Conditions)

We have existing aerial coax plant in that alley, if we need to vacate there will be some cost to relocate our plant. At the owners expense.

We have to be able to service existing customers, We, Optimum will not vacate any plant without relocation reimbursement.

Midland Central Appraisal District: (Approved)

The vacation area indicated has a current value of $2.00 per square foot or $2,956.00.

Planning:

Pertinent City departments and franchise utility companies have reviewed this vacation request and have approved the request.

Therefore, staff recommends approval of the vacation of a 0.034-acre portion of the alley right-of-way, located adjacent to Lots 2 , 3, and 4, Block 1, Richardson-Abilene Street Addition, City and County of Midland, Texas, for future development to be subject to conditions A through C.

Conditions:

A. **That the City of Midland has received from the property owner the sum of $2,956.00.**

B. That an accessible nonexclusive utility easement is retained.

C. That a replat of the subject property is approved by the City of Midland and filed and recorded with the County Clerk of Midland County.

Letters of Objection:

As of January 4, 2023, staff has not received any letters of objection to this request.

Attachments:

Vacation Survey (Exhibit A)
Application
Maps
Responses from Franchise Utility Companies and Midland Central Appraisal District

Robert Patrick

City Manager's Office

ORDINANCE NO. _____

AN ORDINANCE VACATING AND ABANDONING A 0.034-ACRE PORTION OF ALLEY RIGHT-OF-WAY LOCATED ADJACENT TO LOTS 2, 3 AND 4, BLOCK 1, RICHARDSON-ABILENE STREET ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED ON THE EAST SIDE OF NORTH MAIN STREET, APPROXIMATELY 120 FEET SOUTH OF BUTLER AVENUE); ADOPTING THE APPRAISAL BY THE CITY MANAGER OF $2,956.00; RETAINING A NONEXCLUSIVE UTILITY EASEMENT; AND ORDERING RECORDATION BY THE CITY SECRETARY

WHEREAS, it has been determined by the Midland City Council that a 0.034-acre portion of alley right-of-way located adjacent to Lots 2, 3 and 4, Block 1, Richardson-Abilene Street Addition, City and County of Midland, Texas, as described in Exhibit "A" attached hereto and made a part hereof for all legal purposes (the "Property"), is no longer needed for public use; and

WHEREAS, Section 272.001 of the Texas Local Government Code provides that a political subdivision may not convey, sell, or exchange its interest in land without observing notice and bid requirements, unless the conveyance is to one or more abutting property owners; and

WHEREAS, an application for vacating the Property has been received by the City from the abutting property owner; and

WHEREAS, the City Manager has appraised the value of the City's property interest in the Property at $2,956.00, as shown in Exhibit "B" attached hereto and incorporated herein by reference; and

WHEREAS, the Council finds it to be in the public interest to abandon and vacate the Property;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MIDLAND, TEXAS:

SECTION ONE. That the Property is hereby vacated and abandoned for all public

purposes. Provided, however, that the City is hereby abandoning only the public interest in the Property, and this ordinance in no way affects any private easement or access easement which abutting property owners may have in the Property.

SECTION TWO. That this ordinance shall not be effective until:

A. the City of Midland has received from the abutting property owner(s) the sum of $2,956.00; and

B. a replat of the Property is approved by the City of Midland and filed and recorded with the County Clerk of Midland County, Texas.

SECTION THREE. That the City herein retains an accessible nonexclusive utility easement across, through, over, under, on and along the Property until all entities that were using the Property for utility purposes as of the date of approval of this ordinance have abandoned their uses of the Property.

SECTION FOUR. That upon the City's receipt of the sum set forth in Section Two hereof, the City Secretary is hereby authorized and directed to file a certified copy of this ordinance with the County Clerk of Midland County, Texas, for purposes of recording in the Official Records of Midland County, Texas.

The above and foregoing ordinance was duly proposed, read in full and adopted on first reading, the _____ day of _____, A.D., 2023; and passed to second reading on motion of Council member _____, seconded by Council member _____, by the following vote:

Council members voting "AYE":

Council members voting "NAY":

The above and foregoing ordinance was read in full and finally adopted by the following vote upon motion of Council member _____, seconded by Council member _____, on the _____ day of _____, A.D., 2023, at a regular meeting of the City Council:

Council members voting "AYE":

Council members voting "NAY":

PASSED AND APPROVED THIS _____ day of _____, A.D., 2023.

_____
Lori Merritt Blong, Mayor

ATTEST:

_____
Amy M. Turner, City Secretary

APPROVED AS TO CONTENT
AND COMPLETENESS:

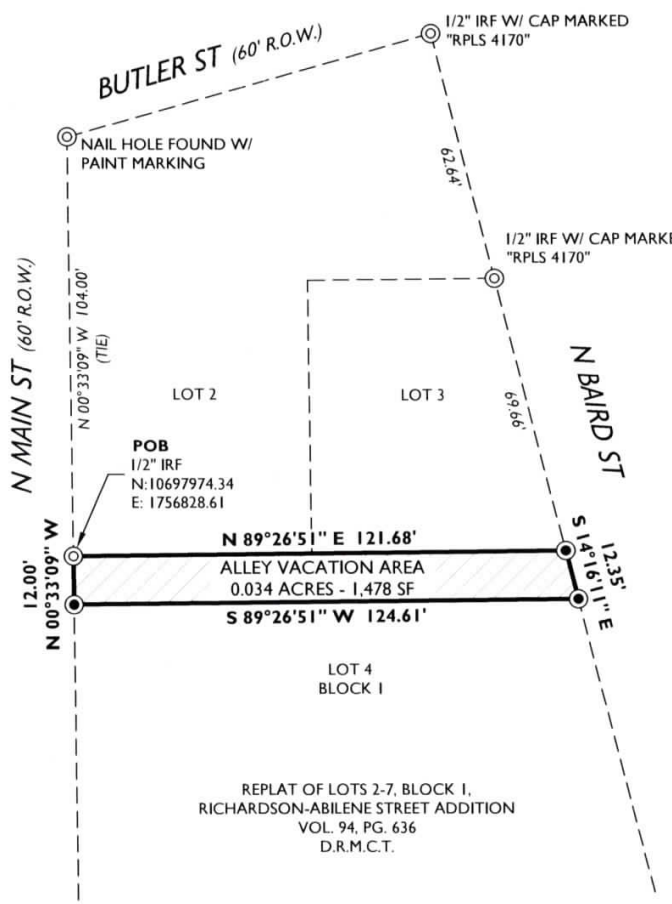
_____
Charles Harrington, Director of Development Services

APPROVED ONLY AS TO FORM:

_____
John Ohnemiller, City Attorney

"EXHIBIT A"

OF A 0.034-ACRE TRACT OF LAND, SITUATED IN SECTION 26, BLOCK 39, T-1-S, T.&P. RY Co. SURVEY, MIDLAND COUNTY, TEXAS, FOR THE ABANDONMENT OF A OF 12-FOOT ALLEY AS DEPICTED ON THE REPLAT OF LOTS 2-7, BLOCK 1, RICHARDSON-ABILENE STREET ADDITION, AN ADDITION TO THE CITY OF MIDLAND, MIDLAND COUNTY, TEXAS



LEGAL DESCRIPTION

FIELD NOTES DESCRIPTION OF A 0.034 ACRE TRACT OF LAND SITUATED IN SECTION 26, BLOCK 39, T-1-S, MIDLAND COUNTY, TEXAS, FOR THE ABANDONMENT OF A 12-FOOT ALLEY LOCATED ON THE NORTH SIDE OF LOT 4, BLOCK 1, AS DEPICTED ON THE REPLAT OF LOTS 2-7, BLOCK 1, RICHARDSON-ABILENE STREET ADDITION, AN ADDITION TO THE CITY OF MIDLAND, MIDLAND COUNTY, TEXAS RECORDED IN VOLUME 94, PAGE 636, DEED RECORDS OF SAID MIDLAND COUNTY, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

***BEGINNING** AT N(Y): 10697974.34, E(X): 1756828.61, A ONE-HALF INCH IRON ROD FOUND BEING THE SOUTHWEST CORNER OF LOT 2, BLOCK 1, OF SAID RICHARDSON-ABILENE STREET ADDITION, FROM WHICH A NAIL HOLE WITH PAINT MARKINGS FOUND IN CONCRETE FOR THE NORTHWEST CORNER OF SAID LOT 2 BEARS NORTH 00°33'09" WEST A DISTANCE OF 104.00 FEET;*

***THENCE** NORTH 89°26'51" EAST, A DISTANCE OF 121.68 FEET TO A 1/2" IRON ROD WIRED PLASTIC CAP MARKED "MAVERICK FIRM #10194514" (RPC) SET FOR THE NORTHEAST CORNER HEREOF;*

***THENCE** SOUTH 14°16'11" EAST, A DISTANCE OF 12.35 FEET TO AN RPC SET FOR THE SOUTHEAST CORNER HEREOF;*

***THENCE** SOUTH 89°26'51" WEST, A DISTANCE OF 124.61 FEET TO AN RPC SET FOR THE SOUTHWEST CORNER HEREOF;*

***THENCE** NORTH 00°33'09" WEST, A DISTANCE OF 12.00 FEET TO THE **POINT OF BEGINNING**, CONTAINING 0.034 ACRES OF LAND.*

BASIS OF BEARING, COORDINATES, DISTANCES AND ACREAGE IS A LAMBERT CONICAL PROJECTION OF THE TEXAS COORDINATE SYSTEM, STATE PLANE GRID, CENTRAL ZONE, NORTH AMERICAN DATUM 1983, U.S. SURVEY FOOT.

I GREGORY W. SHOULTS DO HEREBY CERTIFY THAT THIS PLAT IS BASED UPON FIELD NOTES OR ELECTRONIC DATA OF AN ACTUAL ON THE GROUND SURVEY AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

GREGORY W. SHOULTS R.P.L.S.#5356

NOVEMBER 14, 2022

STATE OF TEXAS
REGISTERED
GREGORY W. SHOULTS
5356
PROFESSIONAL
LAND SURVEYOR

LEGEND

◉	SET 1/2" IRON ROD W/RED PLASTIC CAP MARKED "MAVERICK FIRM #10194514"
◎	FOUND MONUMENT AS NOTED
———	TRACT BOUNDARY
- - - - -	EXISTING LOTS
D.R.M.C.T.	DEED RECORDS MIDLAND CO. TX

MAVERICK
ENGINEERING / SURVEY / WATER RESOURCES
1909 West Wall Street, Suite "K"
Midland, Texas 79701
ENGINEER FIRM #: F-15089
SURVEY FIRM #: 10194514
Tel: (432) 262-0999 Fax: (432) 262-0989
www.Maverick-Eng.com

Drawing : F:\2022\220172-AARON PATINO-BAIRD STREET ALLEY & RESIDENCE\DRAWINGS\VACATION\220172 ALLEY VACATION.DWG Last Saved By: ADevine on 11/14/22

MIDLAND
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Office of the City Manager

December 27, 2022

Midland City Council
City of Midland, Texas

RE: Request for vacation of a 0.034-acre portion of alley right-of-way located adjacent to Lots 2, 3 and 4, Block 1, Richardson-Abilene Street Addition, City and County of Midland, Texas

Dear Members of the City Council:

The above-referenced property has been appraised in accordance with Chapter 272 of the Texas Local Government Code. The fair market value of the property is $2,956.00. Upon the City's receipt of this sum from the adjoining property owner(s), the ordinance vacating and abandoning the City's interest in the property may be recorded in the Midland County Clerk's office.

Very truly yours,

Gina Sanz for
Robert Patrick

Robert Patrick
City Manager

EXHIBIT "B"

300 N. Loraine, Midland TX 79701 • 432-685-7202 • Fax 432-686-1600

MIDLAND
Planning Division

Vacate Right-of-Way/Public Utility Easement/Land/Street Application

Project Number: V-22-0043

Case Number: _____

Applicant *(if acting as Agent, see affidavit on page 2)* Printed Name: Aaron Patino		Phone (432) 413-0329 Email aarondpatino85@gmail.com	
Address 927 N. Baird St.	City Midland	State TX	Zip 79701

Application is hereby made to the City Council to vacate the following:

- ☐ Right-of-Way
- ■ Public Utility Easement
- ☐ Land
- ☐ Street

Description of Address: Alley running East to West in between 927 N. Baird St. and 929 N. Baird St.

Reason for Request: The alley serves as a danger to both addresses as well as to neighboring houses. Land being purchased on both sides of the alley and would like to fence off the alley but will have gates for use for all utility companies. Possibly only partial vacation of right of way if necessary to allow for utility companies

Reasons, in applicant's opinion, why the requested vacation will not adversely affect the public welfare or will contribute to it in a positive way: Vehicles consistently travel through this alley at high speeds in order to avoid traffic on Main St. Driveway for 927 is directly adjacent to the alley and with 7 children entering and exiting vehicles, it serves as a grave danger for them with these vehicles. foot traffic in alley comprised of persons caught vandalizing, breaking into vehicles, etc.

Submittal and Fees

Items to be submitted with this application form:

- Application Fee – Payable to the 'City of Midland'
- Sealed metes and bounds description of the property to be vacated (included on the map) and total square feet of vacation. Include ownership, legal and deed information for adjacent property owners
- Digital Copies of Survey (PDF/JPEG)

Utility Company Approval

Clearance is needed from the following utility companies:

- City of Midland
- Atmos Energy
- Oncor Electric
- AT&T
- Suddenlink Cable TV Co.
- Grande Communications

The City will route the request to these companies, but it is the applicant's responsibility to ensure clearance has been obtained to resolve any issues that may arise.

Policies

1. If the vacation request involves only a portion of a section right-of-way, such that approval would not affect the public's ability to travel along said right-of-way, then the request will be scheduled for consideration by the City Council. No public hearing will be needed.

2. If the vacation request involves an entire section of right-of-way, such that approval would cause the public to lose all rights to use it, then the following procedures apply:

   a. Nearby land owners who have a reasonable expectation to use said right-of-way, as determined by the Transportation Division, must first agree to the proposed vacation. It is the applicant's responsibility to obtain a letter of concurrence signed by the affected landowners.

   b. If all letters are received indicating that the affected landowners agree to the request, then a public hearing before the City Council will be scheduled. The Transportation Division will mail public notice of the hearing to landowners within 400 feet of the affected right-of-way.

   c. If a request is approved, the right-of-way shall be divided into two equal parts, with each half becoming the property of the respective abutting owner. If the applicant desires to own the entire width, he or she must negotiate with the opposite landowner.

Signatures

Applicant (signature):		Date: 9/21/22
Affected Property Owners:		
Signature:	Print: Joey Hopkins E.D. of Midland Habitat	Date: 9/21/22
Signature:	Print: Israel Patino Sr.	Date 10/16/22
Signature:	Print:	Date
Signature:	Print:	Date

The Vacation of right-of-way/public utility easement/land/street shall be considered officially received in the Planning office only when it has been submitted in full compliance with the provisions of Section 212 of the Texas Local Government Code and the Zoning Code of Ordinances of the City of Midland and when such required items for the application are also received.

All materials, including exhibits, submitted in support of an application, or displayed during a public hearing, shall remain the property of the City of Midland.

FOR OFFICE USE ONLY

☑ 1 FOLDED Copy of Survey

☑ Survey in Digital Format (PDF/JPEG)

☑ Application Fee $400

Check # 1134

Received By: Jessie Walling

Date: RECEIVED NOV 22 2022

BY: LW

****Application will not be considered for scheduling until reviewed by a planner.****

Alexandra Walling

From: Ruben Guerra <ruben.guerra@astound.com>
Sent: Friday, December 2, 2022 3:34 PM
To: Alexandra Walling
Subject: Re: New Vacation Request for Alley ROW

Alexandra

We do have communication lines on the one pole in the middle of the property. Is the customer aware that if we remove are communication lines off that pole, the residents in that section will no longer be serviceable by Astound Broadband.

Thank You
Ruben Guerra
Construction Coordinator
O: 432-272-3088
C: 432-653-9369
Ruben.Guerra@astound.com
Astound Business Solutions
Powered by RCN | Grande | Wave
astound.com

On Wed, Nov 30, 2022 at 3:26 PM Alexandra Walling <awalling@midlandtexas.gov> wrote:

> Good evening,
>
> Aaron Patino has requested to vacate the above described Right of Way (see attachment: Exhibit A). Please advise this office if your company has utilities within this right-of-way. We would appreciate any comments you may have concerning this requested vacation returned to us within 5-7 days. You may reach me at (432) 685-7409 if you have any questions.
>
> Thank You,
>
> Alexandra Walling
>
> Planner
>
> Planning Division

Development Services

O. 432-685-7409

awalling@midlandtexas.gov





300 N. Loraine | P.O. Box 1152 | Midland, TX 79702

CAUTION: This email originated from outside your organization — exercise caution when opening attachments or clicking links, especially from unknown senders.

Alexandra Walling

From: UNDERWOOD, JERRY D <ju1659@att.com>
Sent: Monday, December 5, 2022 9:14 AM
To: Alexandra Walling
Subject: RE: New Vacation Request for Alley ROW
Attachments: N Baird pedestal.PNG

Good morning,

I have attached a picture of the map where we have a pedestal on N Baird St. As long as it isn't in the way we are clear.

Thanks,
Jerry

From: Alexandra Walling <awalling@midlandtexas.gov>
Sent: Wednesday, November 30, 2022 3:01 PM
To: UNDERWOOD, JERRY D <ju1659@att.com>
Subject: New Vacation Request for Alley ROW
Importance: High

Good evening,

Aaron Patino has requested to vacate the above described Right of Way (see attachment: Exhibit A). Please advise this office if your company has utilities within this right-of-way. We would appreciate any comments you may have concerning this requested vacation returned to us within 5-7 days. You may reach me at (432) 685-7409 if you have any questions.

Thank You,

Alexandra Walling
Planner
Planning Division
Development Services
O. 432-685-7409
awalling@midlandtexas.gov

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Alexandra Walling

From: drambo@midcad.org
Sent: Tuesday, November 29, 2022 2:21 PM
To: Alexandra Walling
Subject: Re: Vacation Request by Aaron Patino

Alexandra:

The vacation requested is currently valued at $2.00 per sqft or $ 2,956.00.

Please send all future requests for vacated properties to Lisa Reyna....LReyna@midcad.org.

Thanks you,
Dennis Rambo
Midland Central Appraisal District
432 699 4991 ext 3030
432 689 7185 fax

From:	Alexandra Walling <awalling@midlandtexas.gov>
To:	"drambo@midcad.org" <drambo@midcad.org>
Date:	11/28/2022 09:58 AM
Subject:	Vacation Request by Aaron Patino

Mr. Rambo,

Aaron Patino has submitted a request to vacate the above described Right of Way (Please see attached exhibits). If you could please send me a value for the property, that would be greatly appreciated! If you have any questions or comments please reach me at (432)-685-7409.

Thank You,

Alexandra Walling
Planner
Planning Division
Development Services
O. 432-685-7409
awalling@midlandtexas.gov

300 N. Loraine | P.O. Box 1152 | Midland, TX 79702

[attachment "V-22-0043, Exhibit A.pdf" deleted by Dennis Rambo/MCAD] [attachment "V-22-0043, MCAD Letter.pdf" deleted by Dennis Rambo/MCAD] [attachment "V-22-0043, Location Map.pdf" deleted by Dennis Rambo/MCAD]

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Alexandra Walling

From: Arguello, Martin <Martin.Arguello@oncor.com>
Sent: Tuesday, December 6, 2022 8:37 AM
To: Alexandra Walling
Cc: Blankenship, Chad
Subject: FW: New Vacation Request for Alley ROW
Attachments: image001.png; image002.png; image003.png; image004.png; V-22-0043, Location Map.html.pdf; V-22-0043, Oncor Letter.html.pdf; V-22-0043, Exhibit A.html.pdf

Good morning Alexandra! Hoping this email finds you well. I went out last week to look at this location, and Oncor has facilities in this alley. Oncor will need to relocate or secure an easement if it is to be vacated

---

From: Blankenship, Chad
Sent: Wednesday, November 30, 2022 5:04 PM
To: Arguello, Martin <Martin.Arguello@oncor.com>
Subject: Fwd: New Vacation Request for Alley ROW

Martin can you look into this one.

Sent from my iPhone

Begin forwarded message:

> **From:** Alexandra Walling <awalling@midlandtexas.gov>
> **Date:** November 30, 2022 at 3:13:10 PM CST
> **To:** "Blankenship, Chad" <Chad.Blankenship@oncor.com>, "Arguello, Martin" <Martin.Arguello@oncor.com>, "Ortega, Gustavo" <Gustavo.Ortega@oncor.com>
> **Subject: New Vacation Request for Alley ROW**
>
> Good evening,
>
> Aaron Patino has requested to vacate the above described Right of Way (see attachment: Exhibit A). Please advise this office if your company has utilities within this right-of-way. We would appreciate any comments you may have concerning this requested vacation returned to us within 5-7 days. You may reach me at (432) 685-7409 if you have any questions.
>
> Thank You,
>
> Alexandra Walling
> Planner
> Planning Division
> Development Services
> O. 432-685-7409
> awalling@midlandtexas.gov

300 N. Loraine | P.O. Box 1152 | Midland, TX 79702

WARNING: This email message did not originate from Oncor and is from an external organization. DO NOT CLICK links or attachments unless you recognize the sender and are certain the content is safe.

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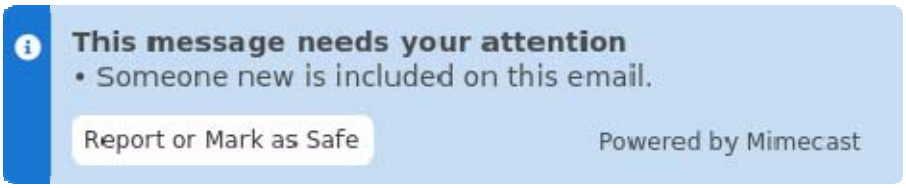
Alexandra Walling

From: Luis Montez <Luis.Montez@AlticeUSA.com>
Sent: Friday, December 2, 2022 8:09 PM
To: Alexandra Walling; Eron Zapata; Raymond Revilla
Cc: Lorenzo Reyes; Vanessa Chavarria
Subject: RE: External E-mail - New Vacation Request for Alley ROW



We have existing aerial coax plant in that alley, if we need to vacate there will be some cost to relocate our plant. At the owners expense.
We have to be able to service existing customers, We, Optimum will not vacate any plant without relocation reimbursement.

From: Alexandra Walling <awalling@midlandtexas.gov>
Sent: Wednesday, November 30, 2022 4:05 PM
To: Luis Montez <Luis.Montez@AlticeUSA.com>; Eron Zapata <Eron.Zapata@AlticeUSA.com>; Raymond Revilla <Raymond.Revilla@AlticeUSA.com>
Subject: External E-mail - New Vacation Request for Alley ROW

[External Email]

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Good evening,

Aaron Patino has requested to vacate the above described Right of Way (see attachment: Exhibit A). Please advise this office if your company has utilities within this right-of-way. We would appreciate any comments you may have concerning this requested vacation returned to us within 5-7 days. You may reach me at (432) 685-7409 if you have any questions.

Thank You,

Alexandra Walling
Planner
Planning Division
Development Services
O. 432-685-7409
awalling@midlandtexas.gov

300 N. Loraine | P.O. Box 1152 | Midland, TX 79702

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ATMOS ENERGY

West Texas Division
P.O. Box 1111,
Midland, Texas 79702

City of Midland
Alexandra Walling
Planner/Planning Division
300 N. Loraine
Midland, Texas 79701

December 15, 2022

Re: Case Name: Aaron Patino Vacation
Case Number: V-22-0043

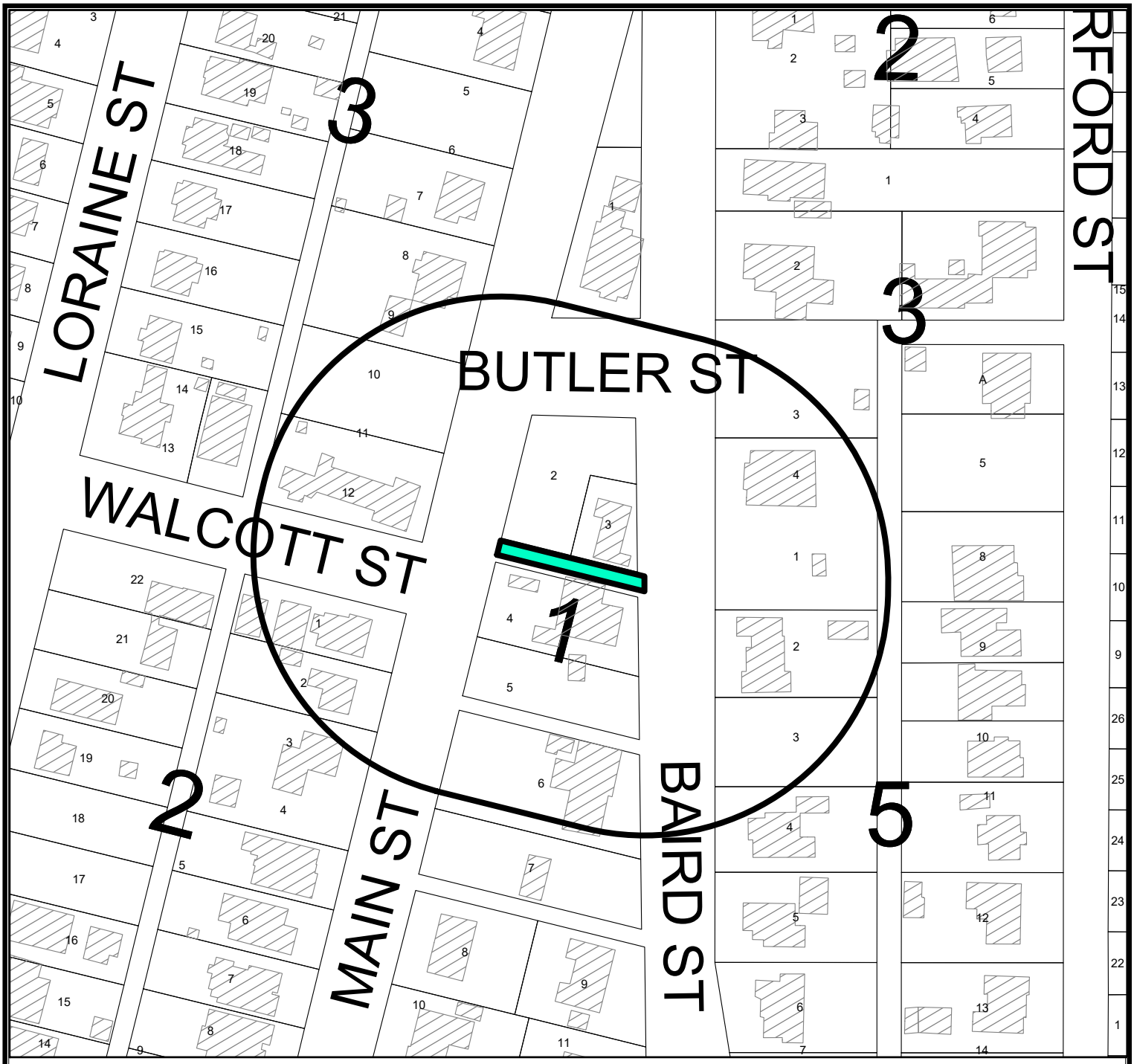
Ms. Walling,

Atmos Energy currently has facilities located within the above-described alley Right of Way between N. Baird Street and N. Main. We currently have a gas main that extends along this alley right of way. Atmos could vacate the referenced portion, however since we are currently serving customers off this line, we would need to maintain a utility easement or relocate our facilities. Any relocation costs would be passed on to the individual or entity requesting the vacate.
Please let me know if you have any further questions.

Sincerely,

Mark Lieb

Mark Lieb
Project Specialist
Atmos Energy/Permian Basin
432-617-3447 office
432-967-0370 cell
mark.lieb@atmosenergy.com



LOCATION MAP

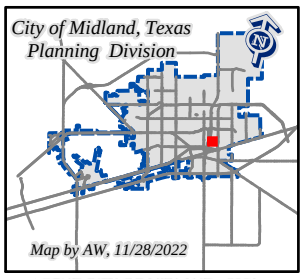
V-22-0043 **Scale: 1" = 200'**

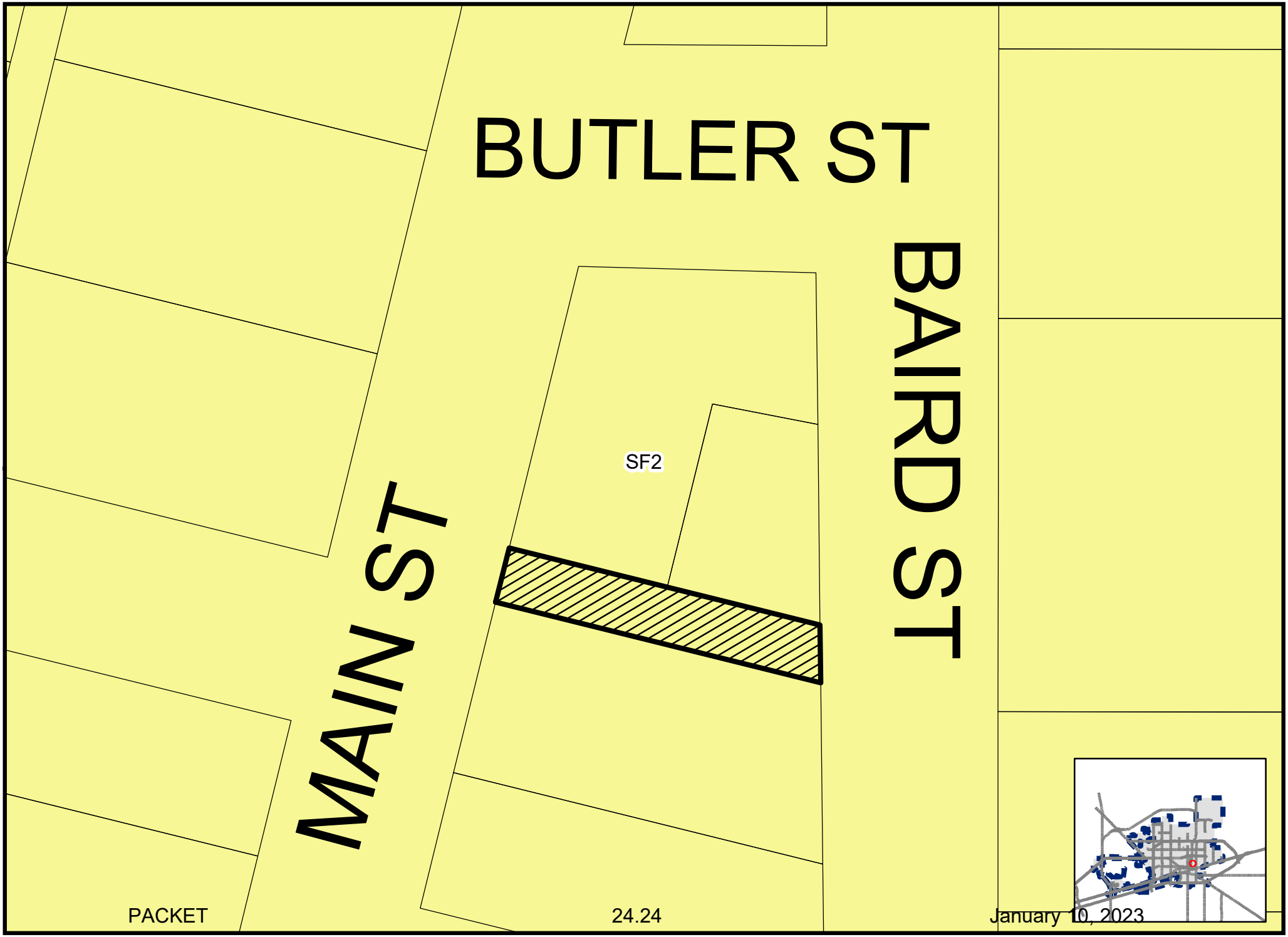
Consider a request for a vacation of a 0.034-acre portion of the alley right-of-way, located adjacent to Lots 2 ,3, and 4, Block 1, Richardson-Abilene Street Addition, City and County of Midland, Texas.

Generally located on the east side of North Main Street, approximately 120-feet south of Butler Avenue - (Council District 2)

LEGEND

- CITY LIMITS
- PARCEL
- PRIVATE BLDGS





Map By AW, 12/6/2022

V-22-0043

Scale: 1" = 200'

ZONING MAP

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City Council Meeting

Item Number: 25

Meeting Date: January 10, 2023

To: City Council / City Manager

From: Alexandra Walling, Planner

Subject: AN ORDINANCE GRANTING A SPECIAL EXCEPTION FOR A 1.00-ACRE TRACT OF LAND OUT OF THE SOUTHEAST QUARTER OF SECTION 7, BLOCK X, H.P. HILLIARD SURVEY, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED AT THE NORTHEAST CORNER OF THE INTERSECTION OF TANFORAN AVENUE AND ORIOLE DRIVE), BY PERMITTING A REDUCED MINIMUM LOT AREA; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); ORDERING RECORDATION BY THE CITY SECRETARY IN THE DEED RECORDS OF MIDLAND COUNTY, TEXAS; AND ORDERING PUBLICATION (DISTRICT 4) (DEVELOPMENT SERVICES)

Purpose:

The applicant, Mark Smith, is requesting a Special Exception from the City of Midland Zoning Ordinance, Section 5.04 – Residential Zoning District Dimensional Regulations Chart, concerning the minimum lot area for the property located at 4420 Tanforan Avenue.

Recommended City Council Action:

Approve

Fiscal Impact:

No City funds are required to process this request.

Discussion:

The applicant's property is located at 4420 Tanforan Avenue and is the location of a single-family house. The applicant is requesting a special exception to the minimum lot area of the

current zoning district AE, Agricultural Estate District to be able to proceed with the platting process and for ownership purposes.

As mentioned previously the property is zoned AE, Agricultural Estate District and does not meet the minimum lot area requirement. Per our City of Midland Zoning Ordinance, *Section 5.04 –Residential Zoning District Dimensional Regulations Chart:*

AE, Agricultural Estate District
Lot Dimensions
Minimum Lot Area:
Lot: 2 Acres or 87,120 SF

Many of the surrounding lots do not conform to the current minimum lot area in the AE, Agricultural Estates District, which is 2-acres or 87,120 SF. The lots were subdivided with differing lot areas, which was conforming at that time, however is now nonconforming. Therefore, the applicant is requesting to reduce the proposed lot's minimum required area to approximately 1-acre or 43,560 SF.

This request has been circulated to all pertinent City departments for review. Below are the departments' comments.

Engineering: (Approved)

No objections to special exception. [For Applicant's Information Only.]

Site drainage, utilities, driveway access, and traffic circulation may be adjusted during construction drawing review as necessary to receive building permit approval from Engineering and Traffic Operations. [For Applicant's Information Only.]

Transportation: (Approved)

Site drainage, utilities, driveway access, and traffic circulation may be adjusted during construction drawing review as necessary to receive building permit approval from Engineering and Traffic Operations. [For the Applicant's information only.]

No objection to zone change. [For the Applicant's information only.]

Fire: (Approved)

No objections.

Code Compliance: (Approved)

No Oil and Gas issues.

Building: (Approved)

No issues. All future structures must adhere to the 2018 International Building Codes, the 2015 International Energy Code, the 2020 NEC requirements, the 2015 International Fire Codes, local city ordinances, zoning requirements, established setbacks, and floodplain requirements if necessary. Code versions are subject to change depending on time of new code edition adoption in the City of Midland and date of permit application.

Planning Analysis:

While this request represents a deviation from the existing Zoning Ordinance, due to the unique circumstances surrounding the lot in question, staff is recommending approval of this application for a Special Exception to the City of Midland Zoning Ordinance, *Section 5.04 - Residential Zoning District Dimensional Regulations Chart*. This tract of land has been zoned in a way that prohibits further development. The city has inadvertently restricted this property and others around it to modify existing developments under the current zoning ordinance. This request is in compliance with the Tall City Tomorrow Comprehensive Plan, as it designates this area for Urban Residential – Large Lot, a classification which calls for "Neighborhoods with very large lot, single-family homes that are typically within the existing city development area." This special exception would allow for the existing tract of land to fit the intended use appropriately.

Due to these factors, staff is recommending approval of this special exception subject to condition A.

Condition:

A. That the minimum lot area of the property shall be 1-acre or 43,560 SF.

Letters of Objection:

As of January 4, 2023, staff has not received any letters of objection.

Attachments:

Application
Survey (Exhibit A)
Plat (Exhibit B)
Maps

Robert Patrick

City Manager's Office

ORDINANCE NO. _____

AN ORDINANCE GRANTING A SPECIAL EXCEPTION FOR A 1.00-ACRE TRACT OF LAND OUT OF THE SOUTHEAST QUARTER OF SECTION 7, BLOCK X, H.P. HILLIARD SURVEY, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED AT THE NORTHEAST CORNER OF THE INTERSECTION OF TANFORAN AVENUE AND ORIOLE DRIVE), BY PERMITTING A REDUCED MINIMUM LOT AREA; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); ORDERING RECORDATION BY THE CITY SECRETARY IN THE DEED RECORDS OF MIDLAND COUNTY, TEXAS; AND ORDERING PUBLICATION

WHEREAS, the City Council modified the authority of the Board of Adjustment in Title XI, Chapter 1, Section 7 ("Section 11-1-7") of the Midland City Code; and

WHEREAS, Section 11-1-7 provides for the consideration of requests for special exceptions to the Midland Zoning Ordinance; and

WHEREAS, the Council finds that satisfactory evidence has been presented that the use to be authorized by the granting of the special exception will not be detrimental to the health, safety, comfort and welfare of the occupants of the land area near the tract on which the use to be allowed by special exception will be located; and

WHEREAS, the Council finds that it is clearly and specifically authorized by the terms of Section 11-1-7 to grant such a special exception, and said exception will be in harmony with the general purposes and intent of the zoning provisions of the Midland City Code; and

WHEREAS, after a full and fair public hearing at which all parties in interest were offered an opportunity to be heard, all pursuant to law, the Council finds it to be in the public interest to grant a special exception to the Zoning Ordinance, pursuant to Section 11-1-7, for the purposes herein stated, subject to special conditions;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MIDLAND, TEXAS:

SECTION ONE. That a special exception is hereby granted for the property described as a 1.00-acre tract of land out of the southeast quarter of Section 7, Block X, H.P. Hilliard Survey, City and County of Midland, Texas, said tract of land being more specifically described in Exhibit "A", which is attached hereto and incorporated herein (the "Property"). Said special exception shall allow a reduced minimum lot area.

SECTION TWO. Said special exception is subject to the following special condition:

That the minimum lot area of a lot on the Property shall be one acre.

SECTION THREE. The provisions of this ordinance are to be cumulative of all other ordinances or parts of ordinances governing or regulating the same subject matter as that covered herein; provided, however, that all prior ordinances or parts of ordinances inconsistent with or in conflict with any of the provisions of this ordinance are hereby expressly repealed to the extent of any such inconsistency or conflict.

SECTION FOUR. If any section, subsection, sentence, clause or phrase of this ordinance is, for any reason, held to be unconstitutional or invalid, such holding shall not affect the validity of the remaining portions of this ordinance. The Council of the City of Midland hereby declares that it would have passed this ordinance and each section, subsection, sentence, clause, or phrase hereof irrespective of the fact that any one or more sections, subsections, sentences, clauses, or phrases be declared unconstitutional or invalid.

SECTION FIVE. The penalty for violation of this ordinance shall be in accordance with the general penalty provisions contained in Section 1-3-1 of the City Code of Midland, Texas, which provides for a fine not exceeding two thousand dollars ($2,000.00).

SECTION SIX. The City Secretary is hereby authorized and directed to file this ordinance with the Office of the County Clerk for purposes of recordation.

SECTION SEVEN. The City Secretary is hereby authorized and directed to publish the descriptive caption of this ordinance in the manner and for the length of time prescribed

by the law as an alternative method of publication.

The above and foregoing ordinance was duly proposed, read in full and adopted on first reading, the _____ day of _____, A.D., 2023; and passed to second reading on motion of Council member _____, seconded by Council member _____, by the following vote:

Council members voting "AYE":

Council members voting "NAY":

The above and foregoing ordinance was read in full and finally adopted by the following vote upon motion of Council member _____, seconded by Council member _____, on the _____ day of _____, A.D., 2023, at a regular meeting of the City Council:

Council members voting "AYE":

Council members voting "NAY":

PASSED AND APPROVED THIS _____ day of _____, A.D., 2023.

_____
Lori Merritt Blong, Mayor

ATTEST:

_____
Amy M. Turner, City Secretary

APPROVED AS TO CONTENT
AND COMPLETENESS:

_____
Charles Harrington, Director of Development Services

APPROVED ONLY AS TO FORM:

_____
John Ohnemiller, City Attorney

EXHIBIT "A"

KELLY SURVEYING COMPANY, INC.

FIRM 10194393

Setting Today's Landmark for Tomorrow's Growth

LEGAL DESCRIPTION
FOR A 1.00 ACRE TRACT
LOCATED IN THE SE/4 OF SECTION 7, BLOCK X,
H. P. HILLIARD SURVEY,
MIDLAND COUNTY, TEXAS.

BEING THAT SAME TRACT OF LAND AS DESCRIBED IN INSTRUMENT NUMBER 2010-3879, OFFICIAL PUBLIC RECORDS OF MIDALND COUNTY, TEXAS.

BOUNDARY BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at (Y=10,712,113.38' and X=1,730,683.72') a ½" Iron rod with plastic cap marked "RPLS 5707" set in the east right-of-way line of Oriole Drive and the north right-of-way line of Tanforan Avenue and being the southwest corner of said 1.00 acre tract as described in instrument number 2010-3879, Official Public Records of Midland County also being the southwest corner of this tract;

THENCE N 14°29'34" W along the said east right-of-way line of Oriole Drive and the west line of said 1.0 acre tract, a distance of 264.40 feet to a ½" Iron rod found in the south line of a 15 foot alley and at the northwest corner of said 1.00 acre tract and this tract;

THENCE N 75°38'36" E along the south line of said alley and the north line of said 1.00 acre tract, a distance of 164.75 feet to a ½" Iron rod found at the northwest corner of Lot 2, Block 3, Melody Acres Fourth Section as recorded in Cabinet D, Page 387, Midland County Plat Records and at the northeast corner of said 1.00 acre tract and this tract;

THENCE S 14°29'34" E along the west line of said Lot 2, Block 3 and the east line of said 1.00 acre tract, a distance of 264.40 feet to a ½" Iron rod found in the said north right-of-way line of Tanforan Avenue and at the southwest corner of said Lot 2, Block 3 and being the southeast corner of said 1.00 acre tract and this tract;

THENCE S 75°38'36" W along the said north right-of-way line of Tanforan Avenue and the south line of said 1.00 acre tract, a distance of 164.75 feet to the Point of Beginning, containing 1.00 surface acres of land.

Bearings and Coordinates are relative to the Texas State Plane Coordinate System, 1983 NAD, Central Zone. Combined Grid Factor of 0.999914928 and a Theta Angle of -00°56'26".

This document was prepared under 22 TAC 663.21 and is not to be used to convey or establish interest in real property except those rights and interest implied or established by the creation or reconfiguration of the boundary of the political subdivision for which it was prepared.

Kelly Surveying Company



Dow E Kelly, R.P.L.S. 5707
9 December 2022

2532 Bainbridge Dr.
Odessa, Texas 79762
(432)-349-5894

MIDLAND
Planning Division

Special Exception Application

Project Number: E-22-0090

Case Number: _____

Applicant *(if acting as Agent, see affidavit on page 2)* Printed Name: Mark A. Smith		Phone ( ) Email	
Address 4420 Tanforan Ave.	City Midland	State TX	Zip 79707

Property Owner Printed Name: Same as applicant		Phone ( ) Email	
Address	City	State	Zip

Representative *(if different from Applicant or Property Owner)* Firm: Newton Engineering, PC Printed Name: Chase Dunnam		Phone (432) 559-5128 Email chase@newtoncivil.com	
Address 4501A Santa Rosa Dr.	City Midland	State TX	Zip 79707

Street Address: 4420 Tanforan Ave.

Legal Description
Lot: Block: Subdivision: Not currently platted

Current Zoning: AE

This property qualifies as an exception to the City Code because:

- ■ It is an expansion of a nonconforming use.
- ☐ There are existing nonconforming structures in the area.
- ☐ The addition of architectural or other projections of a minor extent.

Reason for Request: The 1.00 acre tract does not conform to the current zoning of AE due to size of the tract. It is currently unplatted, but we are in the process of platting the tract as one lot under the name of Melody Acres, Section 16.

Submittal and Fees

Items to be submitted with this application form:

- Application Fee – Payable to the 'City of Midland'
- Dimensioned Site Plan showing:
  - Parking
  - Building Footprint
- Digital Copies of Site Plan (PDF/JPEG)

Signatures		
Applicant (signature):	Mark Smith	Date: 12/2/22
Applicant (printed):	Mark Smith	
Property Owner (signature):	Mark Smith	Date: 12/2/22
Property Owner (printed) :	Mark Smith	

The Special Exception shall be considered officially received in the Planning office only when it has been submitted in full compliance with the provisions of Section 212 of the Texas Local Government Code and the Zoning Code of Ordinances of the City of Midland and when such required items for the application are also received.

All materials, including exhibits, submitted in support of an application, or displayed during a public hearing, shall remain the property of the City of Midland.

If an agent is authorized by the property owner to file and execute the application on behalf of the property owner, the agent must complete the affidavit below.

STATE OF TEXAS
COUNTY OF MIDLAND

Before me, the undersigned authority, on this day personally appeared Chase Dunnam who, being by me duly sworn, upon oath says: That (s)he is authorized by Mark Smith, the owner of the above described property, to fully represent him/her in this application and that (s)he had the legal right, power and authority to sign said owner's name hereto as his/her attorney in fact.

Chase Dunnam
Authorized Agent (*signature*)

Subscribed and sworn to before me, this 7 day of December, 2022, to certify which witness my hand and seal of office.

BIANCA M REYES
Notary ID #133704295
My Commission Expires
April 13, 2026

Bianca M. Reyes
NOTARY PUBLIC, MIDLAND COUNTY, TEXAS

FOR OFFICE USE ONLY

- ☑ Property Owner Authorization
- ☑ Application Fee
  Check # Authorization form
- ☑ Dimensioned Site Plan Plat
- ☑ Plans in Digital Format (PDF/JPEG) Plat

Received By: [illegible] Date: DEC 07 2022

****Application will not be considered for scheduling until reviewed by a planner****

LEGAL DESCRIPTION
FOR A 1.00 ACRE TRACT
LOCATED IN THE SE/4 OF SECTION 7, BLOCK X,
H. P. HILLIARD SURVEY,
MIDLAND COUNTY, TEXAS.

BEING THAT SAME TRACT OF LAND AS DESCRIBED IN INSTRUMENT NUMBER 2010-3879, OFFICIAL PUBLIC RECORDS OF MIDALND COUNTY, TEXAS.

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THENCE N 14°29'34" W along the said east right-of-way line of Oriole Drive and the west line of said 1.0 acre tract, a distance of 264.40 feet to a ½" Iron rod found in the south line of a 15 foot alley and at the northwest corner of said 1.00 acre tract and this tract;

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THENCE S 14°29'34" E along the west line of said Lot 2, Block 3 and the east line of said 1.00 acre tract, a distance of 264.40 feet to a ½" Iron rod found in the said north right-of-way line of Tanforan Avenue and at the southwest corner of said Lot 2, Block 3 and being the southeast corner of said 1.00 acre tract and this tract;

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Bearings and Coordinates are relative to the Texas State Plane Coordinate System, 1983 NAD, Central Zone. Combined Grid Factor of 0.999914928 and a Theta Angle of -00°56'26".

This document was prepared under 22 TAC 663.21 and is not to be used to convey or establish interest in real property except those rights and interest implied or established by the creation or reconfiguration of the boundary of the political subdivision for which it was prepared.

Kelly Surveying Company



Dow E Kelly, R.P.L.S. 5707
9 December 2022

2532 Bainbridge Dr.
Odessa, Texas 79762
(432)-349-5894

SKETCH PLAT

MELODY ACRES, SECTION 16

BEING A PLAT OF A 1.00 ACRE TRACT OF LAND OUT OF THE SOUTHEAST QUARTER (SE/4) OF SECTION 7, BLOCK X, H.P. HILLIARD SURVEY, CITY AND COUNTY OF MIDLAND, TEXAS



LOCATION MAP

N.T.S.

LEGEND

○ = SET 1/2" IRON ROD WITH PLASTIC CAP MARKED "RPLS 5707" UNLESS NOTED OTHERWISE

◎ = FOUND 1/2" IRON ROD UNLESS NOTED OTHERWISE

GRAPHIC SCALE

40 0 40 80

(IN FEET)
1 INCH = 40 FT.

LOT 9 BLOCK 7 GREEN HILL TERRACE, SECTION 5 CAB. "C", PG. 161

LOT 8 BLOCK 7 GREEN HILL TERRACE, SECTION 5 CAB. "C", PG. 161

ORIOLE DRIVE (60' ROW)

LOT 9 BLOCK 8 GREEN HILL TERRACE, SECTION 2 CAB. "C", PG. 75

LOT 8 BLOCK 8 GREEN HILL TERRACE, SECTION 2 CAB. "C", PG. 75

15' ALLEY

N75° 37' 22"E 164.92'

N: 10712410.21
E: 1730777.33

LOT 3
1.00 ACRES
43,759 SF

N14° 33' 33"W 267.52'

S14° 22' 45"E 264.51'

20' ALLEY

LOT 5 BLOCK 7 GREEN HILL TERRACE CAB. "A", PG. 26

LOT 6 BLOCK 7 GREEN HILL TERRACE CAB. "A", PG. 26

LOT 7 BLOCK 7 GREEN HILL TERRACE CAB. "A", PG. 26

EX. 8" WATER LINE

LOT 2 BLOCK 3 MELODY ACRES, SECTION 4 CAB. "D", PG. 387

FOUND 3/8" IRON ROD

S74° 34' 15"W 164.11'

EX. 6" WATER LINE

EX. 6" WATER LINE

P.O.B.
N: 10712110.33
E: 1730684.83

TANFORAN AVENUE
(60' ROW)

EX. 8" WATER LINE

EX. 12" WATER LINE

SARATOGA DRIVE (60' ROW)

LOT 1 BLOCK 6 GREEN HILL TERRACE CAB. "A", PG. 26

LOT 1 BLOCK 4 MELODY ACRES, SECTION 5 CAB. "D", PG. 400

MICHAEL RAWLINS 1.00 ACRES

MICHAEL RAWLINS 1.75 ACRES

OWNER'S CERTIFICATE

STATE OF TEXAS
COUNTY OF MIDLAND

WHEREAS, MARK A. SMITH, is the record owner of a 1.00 acre tract of land out of the southeast quarter (SE/4) of Section 7, Block X, H.P. Hilliard Survey, City and County of Midland, Texas and being more particularly shown hereon.

Now, therefore, know all men by these presents:

That I, MARK A. SMITH, do hereby adopt this plat designating the hereinabove described property as MELODY ACRES, SECTION 16, an addition to the City of Midland, Texas, and hereby dedicate to the public use forever of the streets and easements shown hereon.

WITNESS my hand at Midland, Texas, this the _____day of _____, 2022

_____
MARK A. SMITH

ACKNOWLEDGEMENT

STATE OF TEXAS
COUNTY OF MIDLAND

This plat was acknowledged before me on _____, 2022 by MARK A. SMITH.

_____
Notary Public, State of Texas

OWNER:

MARK A. SMITH
4420 TANFORAN AVE.
MIDLAND, TEXAS 79707

PLAT FILED FOR RECORD
MIDLAND COUNTY, TEXAS

NO._____CABINET_____

DATE_____PAGE_____

UTILITY COMPANY CERTIFICATE:
This plat has been checked for accessibility of utilities.

Signed: _____ Oncor Electric Delivery Company

Signed: _____ Optimum

Signed: _____ A. T. & T.

Signed: _____ Astound Broadband

Signed: _____ Atmos Energy

PACKET

KELLY SURVEYING CO. †††

2532 BAINBRIDGE DR.
ODESSA, TX. 79762
(432) 349-5894
TBPLS FIRM#10194393

SURVEYOR'S CERTIFICATE

KNOW BY ALL MEN BY THESE PRESENTS THAT I, DOW E. KELLY, DO HEREBY CERTIFY THAT THIS PLAT WAS PREPARED FROM AN ACTUAL AND ACCURATE SURVEY OF THE LAND AND THAT ALL CORNER MONUMENTS SHOWN THEREON.

DATED:_____, 20___

_____
DOW E. KELLY, R.P.L.S. No. 5707

PRELIMINARY
THIS DOCUMENT SHALL NOT BE RECORDED FOR ANY PURPOSE AND SHALL NOT BE USED OR VIEWED OR RELIED UPON AS A FINAL SURVEY DOCUMENT.
25.12

CERTIFICATE OF APPROVAL:
For approval by the Commission:

This is to certify that the above and foregoing plat of MELODY ACRES, SECTION 16 was approved by proper action of the Planning and Zoning Commission of the City of Midland, Texas. on this _____ day of _____, 2022.

Signed: _____
Lucy Sisniega, Chairman

Signed: _____
Elizabeth Shaughnessy, Secretary

NOTE:
1. SELLING A PORTION OF THIS ADDITION BY METES AND BOUNDS MAY BE A VIOLATION OF CITY ORDINANCE AND STATE LAW AND SUBJECT

2. BEARINGS/DISTANCES/COORDINATES REFERENCED TO THE TEXAS STATE PLANE COORDINATE SYSTEM, TEXAS CENTRAL ZONE, NORTH AMERICAN DATUM OF 1983.

3. THIS PROPERTY LIES IN FLOOD ZONE X (UNSHADED) ACCORDING TO FIRM MAP NUMBER 48329C0005F DATED SEPTEMBER 16, 2005.

4. INITIAL IMPACT FEES WILL BE ASSESSED DURING THE FINAL PLATTING PROCESS. IMPLEMENTATION AND COLLECTION OF IMPACT FEES WILL TAKE PLACE DURING THE BUILDING PERMIT PROCESS. ADDITIONAL IMPACT FEES OR INCREASES IN FEES MAY NOT BE ASSESSED AGAINST THE TRACT UNLESS THE NUMBER OF SERVICE UNITS TO BE DEVELOPED ON THE TRACT INCREASES.

January 10, 2023

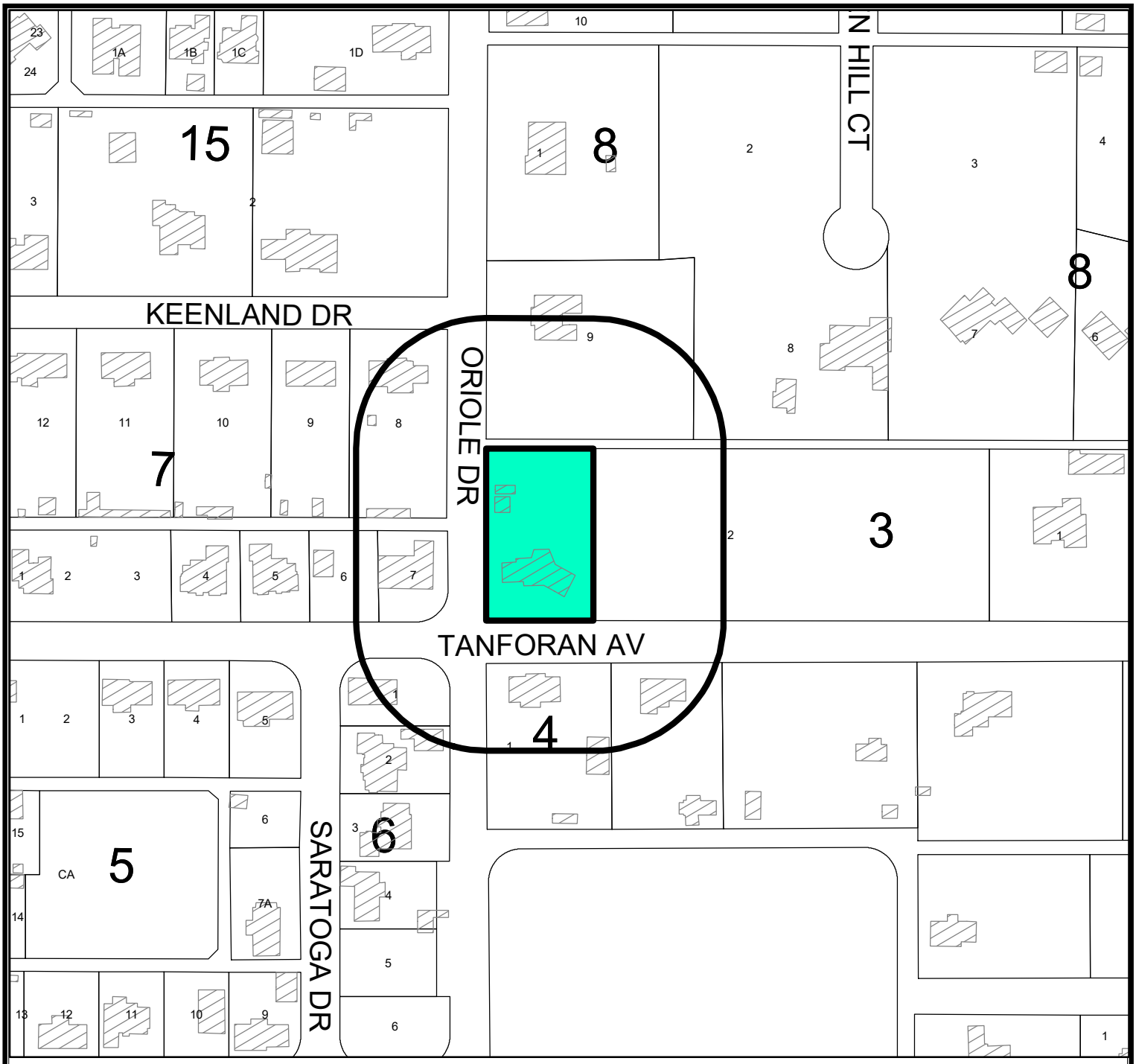
MELODY ACRES, SECTION 16

SCALE: 1" = 40'	DRAWN BY: CBD
DATE: DEC 2022	FILE NAME:

NEWTON ENGINEERING, PC
F-13856
4501A Santa Rosa Dr. Midland, Texas 79707
2481 E. 2nd St. Odessa, Texas 79761
(432)770-0499 (432)935-5707

SKETCH PLAT

PROJECT NUMBER 22-ME1301



LOCATION MAP

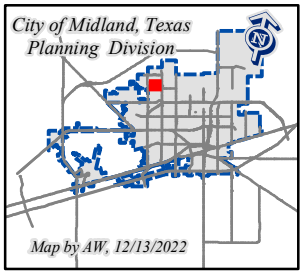
E-22-0090 **Scale: 1" = 200'**

Consider a request by Mark Smith for a Special Exception from the City of Midland Zoning Ordinance, Section 5.04 – Residential Zoning District Dimensional Regulations Chart, concerning the minimum lot area on a 1.00-acre tract of land out of the southeast quarter of Section 7, Block X, H.P. Hilliard Survey, City and County of Midland, Texas.

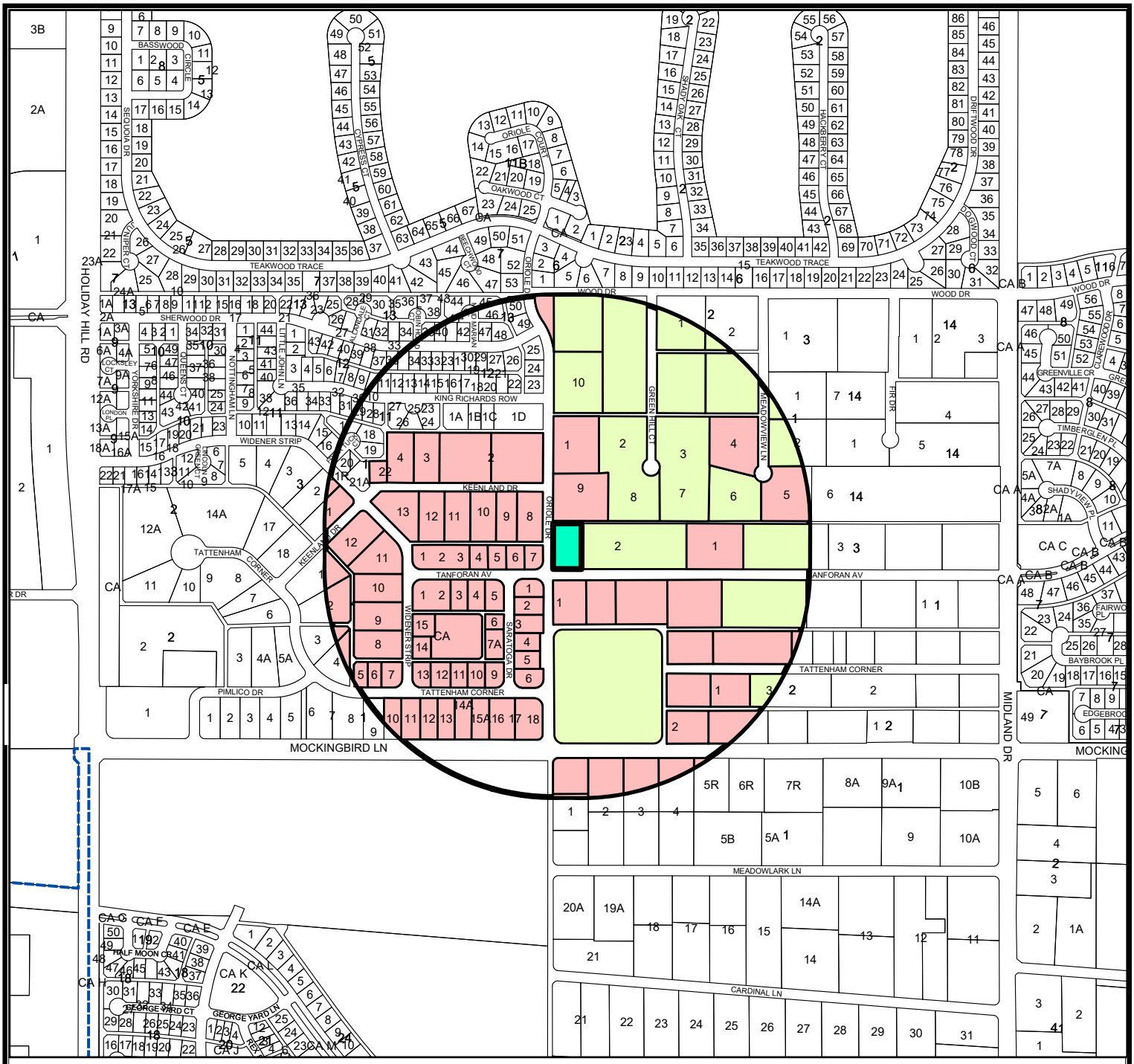
Generally located on the northeast corner of the intersection of Tanforan Avenue and Oriole Drive (Council District 4)

LEGEND

- CITY LIMITS
- PARCEL
- PRIVATE BLDGS



©THE CITY OF MIDLAND - 2021
THIS DATA IS NOT A SUBSTITUTION FOR A SURVEY AND IS NOT IT DESIGNED TO BE USED AS THE ONLY TOOL IN PERMITTING OR OTHER DECISIONS BASED SOLELY ON THE INFORMATION CONTAINED HEREIN.
THE CITY OF MIDLAND SHALL NOT BE RESPONSIBLE FOR ANY DECISIONS BASED UPON THE USE OF THIS DATA.



LOCATION MAP

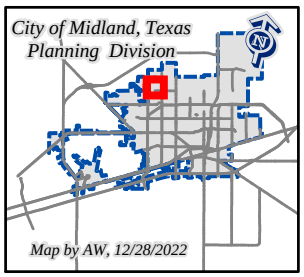
E-22-0090 **Scale: 1" = 200'**

Within the 1/4 mile buffer, there is a total of 101 properties zoned AE, Agricultural Estate District. 83% or 84 properties derived from the total properties are less than 2-acres, which is the required minimum size for AE zoning.

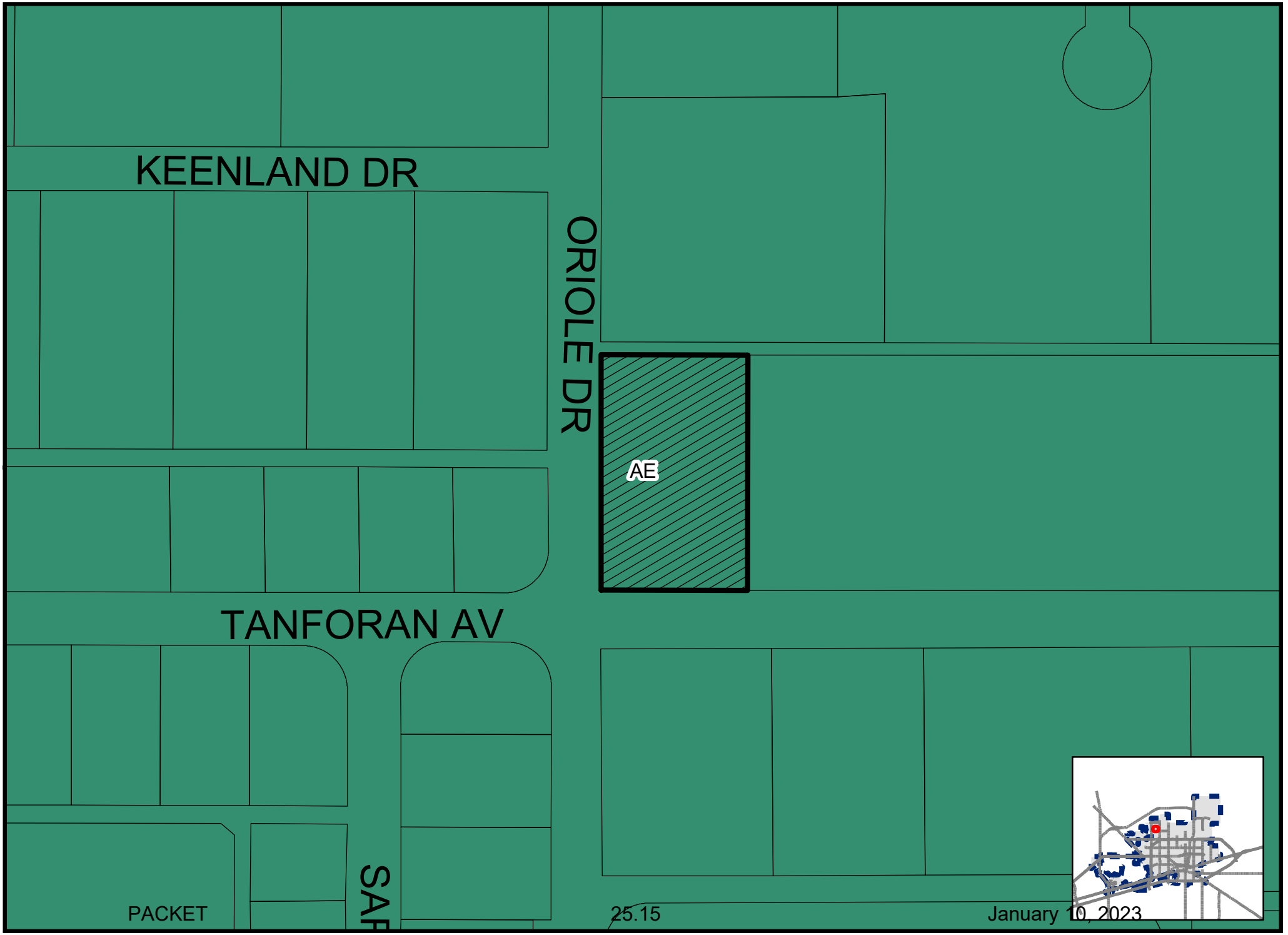
PACKET 25.14

LEGEND

- CITY LIMITS
- PARCEL
- PRIVATE BLDGS
- LESS THAN 2 ACRES
- GREATER THAN 2 ACRES



January 10, 2023



Map By AW, 12/13/2022

E-22-0090

Scale: 1" = 200'

ZONING MAP

© THE CITY OF MIDLAND - 2021: THIS DATA IS NOT A SUBSTITUTION FOR A SURVEY PRODUCT, NOR IS IT DESIGNED TO BE USED AS A PRIMARY TOOL IN PERMITTING OR OTHER DECISIONS BASED SOLELY ON THE INFORMATION CONTAINED HEREIN. THE CITY OF MIDLAND SHALL NOT BE RESPONSIBLE FOR ANY DECISIONS BASED UPON THE USE OF THIS DATA.


SPEED
LIMIT
30






STOP



City Council Meeting

Item Number: **26**

Meeting Date: **January 10, 2023**

To: **City Council / City Manager**

From: **Jose Ortiz, Director**

Subject: MOTION AUTHORIZING THE ENGINEERING SERVICES DEPARTMENT TO MANAGE THE DESIGN OF A TRAFFIC SIGNAL FOR THE INTERSECTION OF MOCKINGBIRD LANE AND MAGELLAN STREET; AND APPROPRIATING AND TRANSFERRING THE SUM OF $150,000.00 FROM THE GENERAL FUND TO A PROJECT ACCOUNT FOR SAID PURPOSE (DISTRICT 1) (ENGINEERING SERVICES)

Purpose:

MOTION AUTHORIZING STAFF TO MANAGE THE DESIGN OF A TRAFFIC SIGNAL FOR THE INTERSECTION OF MOCKINGBIRD LANE AND MAGELLAN STREET

Recommended City Council Action:

Approve

Fiscal Impact:

Funds are available in the General Fund unappropriated fund balance and will be appropriated and transferred to a project for said purposes.

Discussion:

The proposed traffic signal at Mockingbird Lane and Magellan Street is listed in the City of Midland's 10-year Capital Improvements Plan (CIP) and is consistent with the Future Land Use Plan in the Tall City Tomorrow Comprehensive Plan. Design efforts for the development of the traffic signal will take approximately six months to complete.

Morris Williams Jr.

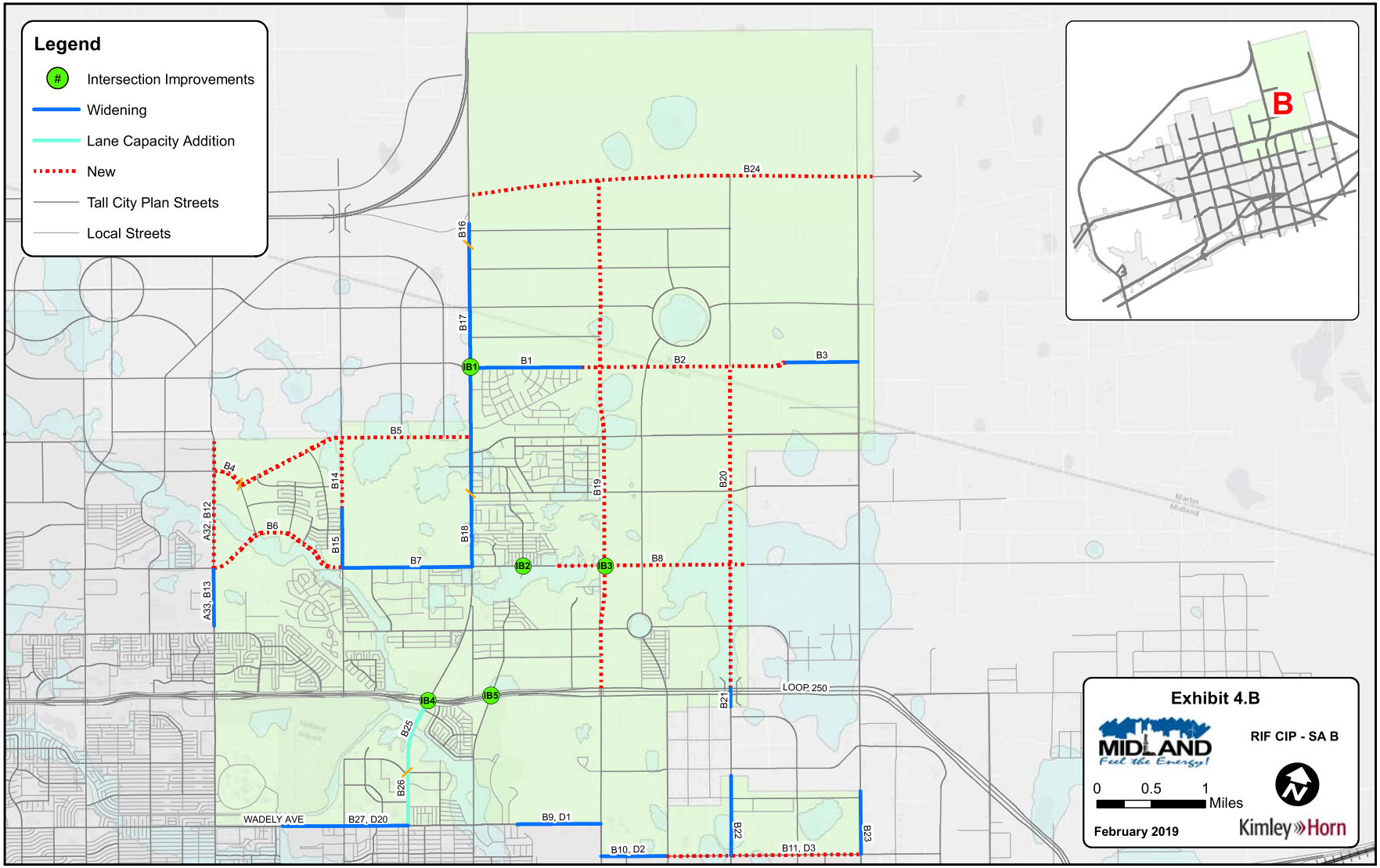
City Manager's Office

Table 2.B. 10-Year Roadway Impact Fee Capital Improvements Plan – Service Area B

Service Area	Proj. #	Thoroughfare Plan Classification	Roadway	Limits	Length (mi)	% In Service Area
SA B	B1	Major Arterial	Occidental Pkwy (2)	Big Spring St to 4,610' E of Big Spring St	0.87	100%
	B2	Major Arterial Proposed	Occidental Pkwy (3)	4,610' E of Big Spring St to 2,950' W of Elkins Rd	1.60	100%
	B3	Major Arterial Proposed	Occidental Pkwy (4)	2,950' W of Elkins Rd to Elkins Rd	0.56	100%
	B4	Primary Collector Proposed	Passage Way	Garfield St to Passage - Big Spring Connector	0.25	100%
	B5	Primary Collector Proposed	Passage - Big Spring Connector	Passage Way to Big Spring St	1.89	100%
	B6	Major Arterial Proposed	Mockingbird Ln (13)	Garfield St to A St	1.20	100%
	B7	Major Arterial	Mockingbird Ln (14)	A St to Big Spring St	1.01	100%
	B8	Major Arterial Proposed	Mockingbird Ln (15)	3,410' E of Big Spring St to 245' E of Todd Dr	1.50	100%
	B9, D1	Major Arterial	Wadley Ave (5)	Ranchland Dr to Fairgrounds Rd	0.65	50%
	B10, D2	Major Arterial	CR 72 (1)	Fairgrounds Rd to 2,660' E of Fairgrounds Rd	0.50	50%
	B11, D3	Major Arterial Proposed	CR 72 (2)	2,660' E of Fairgrounds Rd to Elkins Rd	1.53	50%
	A32, B12	Major Arterial Proposed	Garfield St (1)	1,335' N of Passage Way to Mockingbird Ln	1.00	50%
	A33, B13	Major Arterial	Garfield St (2)	Mockingbird Ln to 310' N of Bluebird Ln	0.45	50%
	B14	Major Arterial Proposed	A St (1)	Passage - Big Spring Connector to 1,030' N of Woodland	0.55	100%
	B15	Major Arterial	A St (2)	1,030' N of Woodland Park Ave to Mockingbird Ln	0.46	100%
	B16	Major Arterial	Big Spring St (1)	Nadine and Tom Craddick Hwy to 825' S of Nadine and	0.16	100%
	B17	Major Arterial	Big Spring St (2)	825' S of Nadine and Tom Craddick Hwy to Pueblo Rd	1.93	100%
	B18	Major Arterial	Big Spring St (3)	Pueblo Rd to Mockingbird Ln	0.57	100%
	B19	Major Arterial Proposed	Fairgrounds Rd (1)	Nadine and Tom Craddick Hwy to Loop 250 WBFR	3.93	100%
	B20	Major Arterial Proposed	Todd Dr (1)	Occidental Pkwy to Loop 250 WBFR	2.49	100%
	B21	Major Arterial	Todd Dr (2)	Loop 250 WBFR to 510' S of Loop 250 EBFR	0.14	100%
	B22	Major Arterial	Todd Dr (3)	1,065' N of Vista Del Pueblo Dr to Cynthia Dr	0.62	100%
	B23	Major Arterial	Elkins Rd (1)	265' N of Vista Del Pueblo to Cynthia Dr	0.49	50%
	B24	Interstate/Expressway Proposed	Nadine and Tom Craddick Hwy	Big Springs St to 605' E of Elkins Rd	3.15	100%
	B25	Major Arterial	Big Spring St (4)	SH 250 EBFR to Corporate Dr	0.56	100%
	B26	Major Arterial	Big Spring St (5)	Corporate Dr to Wadley Ave	0.41	100%
	B27, D20	Major Arterial	Wadley Ave (4)	190' E of I St to Big Spring St	0.98	50%
	Proj. #	**Intersection Improvements**	**Location**	**Improvement(s)**		**% In Service Area**
	IB1		Big Spring St & Occidental Pkwy	SIGNAL & TURN LANE IMPROVEMENTS		50%
	IB2		Mockingbird Ln & Magellan St	SIGNAL & TURN LANE IMPROVEMENTS		100%
	IB3		Fairgrounds Rd & Mockingbird Ln	SIGNAL & TURN LANE IMPROVEMENTS		100%
	IB4		Loop 250 & Big Springs St	OPERATIONAL CAPACITY IMPROVEMENTS		100%
	IB5		Loop 250 & Lamesa Rd	OPERATIONAL CAPACITY IMPROVEMENTS		100%

Note: The 10-Year Roadway Impact Fee CIP is not in a prioritized order.

PACKET
26.3
January 10, 2023


Legend
Intersection Improvements
Widening
Lane Capacity Addition
New
Tall City Plan Streets
Local Streets
B
B24
B16
B17
IB1
B1
B2
B3
B5
B4
B14
B19
B20
A32, B12
B6
B15
B18
B7
IB2
IB3
B8
A33, B13
LOOP 250
B21
IB4
IB5
B25
B26
WADELY AVE
B27, D20
B9, D1
B10, D2
B22
B11, D3
B23
Exhibit 4.B
MIDLAND
Feel the Energy!
RIF CIP - SA B
0
0.5
1
Miles
February 2019
Kimley»Horn

City Council Meeting

Item Number: 27

Meeting Date: January 10, 2023

To: City Council / City Manager

From: Marcia Bentley-German, Chief Deputy City Secretary

Subject: Motion appointing a Mayor Pro Tempore (DISTRICT: NONE) (CITY SECRETARY'S OFFICE)

Purpose:

Consider a motion appointing a Mayor Pro Tempore.

Recommended City Council Action:

Approve

Fiscal Impact:

None

Discussion:

The City Council will select a Mayor Pro Tem.

Robert Patrick

City Manager's Office

BOARDS AND COMMISSIONS OF THE CITY OF MIDLAND
January 10, 2023

AIRPORT PLANNING AND DEVELOPMENT BOARD

(Advisory)
(Membership-10; Terms - 3 Years expiring 3-3-4.)

	Appt Date	Term Expires	Eligibility Expires
Wes Reeves	08/15*	Sept 30 2023	Sept 30 2023
Gena Linebarger	09/20	Sept 30 2023	Sept 30 2026
Benjamin Fietz	09/20	Sept 30 2023	Sept 30 2026
Beverly Dillow	10/21	Sept 30 2024	Sept 30 2027
Dave Joyner	10/21	Sept 30 2024	Sept 30 2027
James Linderman	04/22	Sept 30 2025	Sept 30 2028
Justin Kuethe	09/19	Sept 30 2025	Sept 30 2025
Nick McClure	09/19	Sept 30 2025	Sept 30 2025
Frank Kisner	09/22	Sept 30 2025	Sept 30 2028
Brandon Patterson	09/22	Sept 30 2025	Sept 30 2028

Justine Ruff (Liaison)
Lori Blong (Council Liaison)

Ex-Officio members are Earl Erdman and Harry Spannaus, the City Manager and the City Attorney. The Secretary is the Director of Aviation.

Eligibility Requirements: Resident of Midland County

ANIMAL SERVICES ADVISORY COMMISSION

(Advisory)
(Membership - 7; Terms - 4 Years)

	Appt Date	Term Expires	Eligibility Expires
Ty Coleman (daily operations)	09/17	Sept 30 2025	Does not expire??
Dr. J. Annette Jensen (Veterinarian)	04/20	Sept 30 2024	Sept 30 2028
Tasha Sport	04/20	Sept 30 2024	Sept 30 2028
Sharla Hotchkiss	04/20	Sept 30 2024	Sept 30 2028
Robert “Robin” Donnelly (County)	11/13	Sept 30 2025	Sept 30 2025
Alyson Dial	09/18	Sept 30 2026	Sept 30 2026
Beth Meeks	09/22	Sept 30 2026	Sept 30 2030

Ty Coleman (Liasion)
Dan Corrales (Council Liaison)

Eligibility Requirements: 1 License Veterinarian, 1 Animal Shelter Employee, 1 Animal Welfare Organization Representative, 1 County or Municipal Official, 2 Citizens

BUILDING AND FIRE CODE REVIEW COMMITTEE/CONSTRUCTION BOARD OF ADJUSTMENTS & APPEALS

(Membership – 9; Terms – 6 Years)

Shall consist of two architects, a fire protection contractor or specialist, a general contractor, an electrical contractor, a homebuilder, a plumbing and mechanical contractor, a structural engineer, a City Council Liaison

	Appt Date	Term Expires	Eligibility Expires
Ryan Almand (Electrical Contractor)	12/18	Sept 30 2024	Sept 30 2030
Jay Bradford (Architect)	12/18	Sept 30 2024	Sept 30 2030
T.J. McClure (Architect)	12/18	Sept 30 2024	Sept 30 2030
Laurence Oeth (Structural Engineer)	12/18	Sept 30 2024	Sept 30 2030
Gary Glasscock (General Contractor)	12/18	Sept 30 2024	Sept 30 2030
Robert Anderson (Homebuilder)	12/18	Sept 30 2024	Sept 30 2030
Dean Kelly (Plumbing & Mechanical Contractor)	04/22	Sept 30 2028	Sept 30 2034
Kenneth Whiting (Fire Protection)	04/22	Sept 30 2028	Sept 30 2034
Jeff Pinkstaff (Liaison)	12/18	Sept 30 2024	Sept 30 2030
Dan Corrales (Council Liaison)			

Eligibility Requirements: Members shall reside within the City.

CAPITAL IMPROVEMENT ADVISORY COMMITTEE

(Advisory)

(Membership – 7)

A minimum of 40% must be representative of real estate, development, or building industries who are not employees or officials of a political subdivision or governmental entity.)

	Appt Date
Carl Craigo	10/19
Walter Pate	06/18
Mark Payne	06/18
Brian Sales	06/18
Chuck Harrington	06/18
Jose Ortiz (Liaison)	06/18
Bill Scott	09/22
Lori Blong (Council Liaison)	

CITIZENS DEVELOPMENT AND HOTEL/MOTEL ADVISORY BOARD

(Advisory)
(Membership - 7; Terms - 2 Years Staggered)

	Appt Date	Term Expires	Eligibility Expires
Clint Williamson	04/21	Sept 30 2023	Sept 30 2025
Ellen K. Ramsey	10/18	Sept 30 2023	Sept 30 2023
Vicky Hailey	09/21	Sept 30 2023	Sept 30 2025
Brandon Ofield	09/20	Sept 30 2024	Sept 30 2024
Ankur Bhakta	09/22	Sept 30 2024	Sept 30 2026
Cole Harrison	09/22	Sept 30 2024	Sept 30 2026
Reggie Lawrence	09/22	Sept 30 2024	Sept 30 2026

Amy Turner (Liaison)
Robin Poole (Council Liaison)
John Norman (Council Liaison)

Eligibility Requirements: Members shall be thoroughly familiar with Chapter 351, “Municipal Hotel Occupancy Taxes”, 1 Member Representative of Hotel/Motel Association.

MIDLAND CENTRAL APPRAISAL DISTRICT BOARD OF DIRECTORS

Five Directors, Elected by Local Taxing Entities.
City Nominates/Cast Vote for one Director
(Terms - 2 Years)

	Appt Date	Term Expires
Robert McNaughton	11/15	Dec 31 2024

MIDLAND DEVELOPMENT CORPORATION

(Membership - 7; Terms -3 Years - Staggered)

	Appt Date	Term Expires	Eligibility Expires
Chase Gardaphe	01/22	Jan 14 2025	Jan 14 2025
Barry Simpson	01/22	Jan 14 2025	Jan 14 2025
Stephen Lowery	01/17	Jan 14 2023	Jan 14 2023
P Lourcey Sams	04/20	Jan 14 2023	Jan 14 2026
Jill Pennington	04/20	Jan 14 2023	Jan 14 2026
Brad Bullock	04/21	Jan 14 2024	Jan 14 2027
Lucy Sisniega	02/22	Jan 14 2025	Jan 14 2028

Amy Turner (Liaison)
Lori Blong (Council Liaison)

Eligibility Requirements: No director or employee shall be related to a current City Council member.

MIDLAND DOWNTOWN PARK CONSERVANCY BOARD

(Membership - 7; City Appoints 3 Seats; Terms -3 Years - Staggered)
(Resolution of appointment is made each February and each appointment must be ratified by the Conservancy Board in March at their annual meeting)

	Appt Date	Term Expires	Eligibility Expires
Barry Beal Jr.	08/18	Sep 30 2024	Sep 30 2024
David Byrd	08/18	Sep 30 2023	Sep 30 2023
Sharla Hotchkiss	07/20*	Sep 30 2025	Sep 30 2025

MIDLAND HIGHER EDUCATION FACILITIES CORPORATION

(Membership - 7; Terms - 2 Years Staggered)

	Appt Date	Term Expires	Eligibility Expires
Steve Jones	**09/08***	**Jan 1 2010**	**Jan 1 2012**
Cathy Oestmann	**11/05***	**Jan 1 2010**	**Jan 1 2010**
Vacancy		**Jan 1 2007**	
Vacancy		**Jan 1 2007**	
Vacancy		**Jan 1 2007**	
Vacancy		**Jan 1 2009**	
Curt Kamradt	**11/05***	**Jan 1 2014**	**Jan 1 2014**

Sharla Hotchkiss (Liaison)

MIDLAND HOUSING AUTHORITY COMMISSION

(Membership - 5; Terms - 2 Years expiring 3 even & 2 odd.)
Appointments Made by Mayor (LGC 392.031)

	Appt Date	Term Expires
Latoya Mayberry	06/21	Oct 2023
Sylvestor Cantu	09/18*	Oct 2023
Cheryl Wadley (Resident Commissioner)	11/19	Oct 2023
Wes Gotcher	09/20	Oct 2024
Robert Lehrer	09/20	Oct 2024

Isaac Garnett (Staff Liasion)

Eligibility Requirements: No member may be an officer or employee of the City of Midland.

MIDLAND-ODESSA URBAN TRANSIT DISTRICT BOARD

(Decision Making)
(Membership – 12 with 6 appointed by Midland; Terms - 2 Years Staggered; Can serve 3 terms)

	Appt Date	Term Expires	Eligibility Expires
Joseph Sanchez	12/19	Sept 30 2023	Sept 30 2025
Daniel Norwood	04/21	Sept 30 2023	Sept 30 2025
Brian Stubbs	06/22	Sept 30 2024	Sept 30 2026
Don “Woody” Woodward	09/22	Sept 30 2024	Sept 30 2026
Dan Corrales	09/22	Sept 30 2024	Sept 30 2026
Robert Crites	10/22	Sept 30 2024	Sept 30 2026

Charles Harrington (Liaison)

OIL AND GAS ADVISORY COMMITTEE

(Advisory)
(Membership – 5; Terms – 3 Years expiring 2-2-1)
2 real property developer, real estate sales, or developer; 3 Lic. petroleum engineer, engineer w/ bachelor, or geologist

	Appt Date	Term Expires	Eligibility Expires
Court Adkins (Petroleum Eng.)	09/17	Sept 30 2023	Sept 30 2023
Rhett Bullock (Petroleum Eng.)	09/21	Sept 30 2024	Sept 30 2026
Cameron Willmann (Real Estate)	10/21	Sept 30 2024	Sept 30 2026
Scott Bowden (Real Estate)	10/19	Sept 30 2025	Sept 30 2025
Ross Klabon (Petroleum Eng.)	10/19	Sept 30 2025	Sept 30 2025

Ron Jenkins (Liaison)

Eligibility Requirements: 3 Petroleum Engineers or Geologists and 2 with Property Development or Real Estate Experience.

PARKS AND RECREATION COMMISSION

(Advisory)
(Membership - 9; Terms - 3 Years expiring 3-3-3.)

	Appt Date	Term Expires	Eligibility Expires
Susannah Prucka	04/20	Sept 30 2023	Sept 30 2026
Dal Watson	09/20	Sept 30 2023	Sept 30 2026
Ron Stroman	09/20	Sept 30 2023	Sept 30 2026
Shirley Howard	02/16*	Sept 30 2024	Sept 30 2024
Laura Smith	10/19	Sept 30 2025	Sept 30 2025
Amber Voithorer	09/22	Sept 30 2025	Sept 30 2028
Rachel Overman	09/22	Sept 30 2025	Sept 30 2028
Sarah Judge	09/22	Sept 30 2025	Sept 30 2028
Lynn Rogers	09/22	Sept 30 2025	Sept 30 2028

Cristina Odenburg-Burns (Liaison)
John Norman (Council Liaison)

Eligibility Requirements: Resident Citizen, Taxpayer and Qualified Voter.

PERMIAN BASIN COMMUNITY CENTER FOR MH/MR (PermiaCare)

(Decision Making)
(Membership - 2 (City); Terms - 2 Years)

	Appt Date	Term Expires
Derek Cook (City)	06/21	June 2023
Ryan Peckham (City)	08/20	June 2024

PERSONNEL BOARD OF APPEALS

(Decision Making)
(Membership - 3; No designated terms. Mayor appoints.)

	Appt. Date
Scott Dufford	01/14
Hugh A. “Andy” Shaffer	09/05
Patrick Payton	01/20

Mark Widman (Liaison)

Eligibility Requirements: Board consists of two City Council members and one other member who is not a City employee.

PLANNING AND ZONING COMMISSION

(Advisory & Decision Making)
(Membership - 7; Terms - 3 Years)

	Appt Date	Term Expires	Eligibility Expires
Diane Williams	09/17	Sept 30 2023	Sept 30 2023
Lucy Sisniega	09/20	Sept 30 2023	Sept 30 2026
Stacey Jo Grosse	09/20	Sept 30 2023	Sept 30 2026
Zachary Deck	09/20	Sept 30 2023	Sept 30 2026
Adrian Carrasco	09/21	Sept 30 2024	Sept 30 2027
Emily Holeva	09/22	Sept 30 2025	Sept 30 2028
Abraham Bejil	09/22	Sept 30 2025	Sept 30 2028
ALTERNATES:			
Beverly Dillow	09/21	Sept 30 2024	Sept 30 2027
Sallie Vega	09/22	Sept 30 2025	Sept 30 2028

Elizabeth Shaughnessy (Liaison)

Eligibility Requirements: Resident citizen of City of Midland, owner of real property within the City Limits and qualified Voter.

ZONING BOARD OF ADJUSTMENT AND AIRPORT ZONING BOARD OF ADJUSTMENT

(Decision Making)
(Membership - 5; Terms - 2 Years expiring 3 odd & 2 even.)

	Appt Date	Term Expires	Eligibility Expires
Derek Whiting	01/18*	Sept 30 2023	Sept 30 2023
E.J. Baldridge	02/18	Sept 30 2023	Sept 30 2023
Robert Gray	01/21	Sept 30 2023	Sept 30 2025
Reed Claybrook	03/19*	Sept 30 2024	Sept 30 2024
James Gerety	10/22	Sept 30 2024	Sept 30 2026
ALTERNATES: (not applicable to Airport Zoning)			
VACANCY		**Sept 30 2021**	
VACANCY		**Sept 30 2020**	
VACANCY		**Sept 30 2020**	
VACANCY		**Sept 30 2020**	

Jeff Pinkstaff (Staff Liaison)

* **Indicates appointment to an unexpired term.**

APPLICATION FOR CITY OF MIDLAND BOARDS/COMMISSIONS/COMMITTEES

As an applicant for a City board, commission, or committee, please be advised that all information on this application is subject to the Texas Open Records Act and will be available to the public.

PLEASE TYPE OR PRINT CLEARLY:

Date:_____

Name:_____

Phone:_____ **(Home)**

Address:_____

_____**(Business)**

Email:_____

_____

(City) **(State)** **(Zip)**

I am ☐ **I am not** ☐ **a U.S. Citizen**

Please tell us about yourself:

Are you a graduate of Midland 101? ☐ **yes** ☑ **no**

I have lived in Midland _____ years.

Occupation:_____

Professional and/or Community Activities:

_____

_____

_____

What is your personal vision for the City?

_____

_____

_____

Please specify any time constraints you may have.

_____

_____

_____

Please list below the Board(s) or Commission(s) on which you are interested in serving:

(You can find a complete and current list on the City's website at *www.midlandtexas.gov*)

(1) Name of Board/Commission:

_____

_____

_____

Please tell us why you are interested in serving on this board or commission.

_____

_____

What contribution would you most like to make?

_____

_____

_____

Additional pertinent information or references:

_____

_____

_____

(2) Name of Board/Commission:

_____

_____

_____

What contribution would you most like to make?

_____

_____

_____

Additional pertinent information or references:

_____

_____

_____

Applications are maintained on file in the City Secretary's office for a period of one year. Should you need additional information, please call us at 432-685-7430.

Signature of Applicant

_____

Applications may be submitted online via email or print in order to send by mail:

City of Midland

City Secretary's Office

PO Box 1152

Midland, TX 79702

Submit Via Email

Print Application

APPLICATION FOR CITY OF MIDLAND BOARDS/COMMISSIONS/COMMITTEES

As an applicant for a City board, commission, or committee, please be advised that all information on this application is subject to the Texas Open Records Act and will be available to the public.

PLEASE TYPE OR PRINT CLEARLY:

Date: 12/26/2022

Name: John Elphick

Phone: 432-553-9253 **(Home)**

Address: 500 W. Illinois, Suite 200

432-553-9253 **(Business)**

Midland TX 79701

Email: john@moriahgroup.net

(City) (State) (Zip)

I am [✔] **I am not** [ ] **a U.S. Citizen**

Please tell us about yourself:

Are you a graduate of Midland 101? [ ] **yes** [✔] **no**

I have lived in Midland 47 **years.**

Occupation: Commercial Real Estate Broker/Developer

Professional and/or Community Activities:

Commercial Real Estate Broker/Developer. Professional representation of owners and users, buyers and sellers, in commercial assets to include office, retail, industrial, multi-family, land, mixed use, hotel and restaurant. Past Building Chair for Petroleum Museum and Jim Hall Chapparal wing. Past board member of Chamber, American Hear Association and Downtown Midland, Inc.

What is your personal vision for the City?

Creating human habitats of extraordinary character and enduring value that are both economically viable and ecologically sustainable The community must serve the needs of all people, bringing access to jobs, housing, education and recreation. All projects should be reflective of our unique history, culture and character. Partnership of and communication with all community leaders must be enhanc

Please specify any time constraints you may have.

None.

Please list below the Board(s) or Commission(s) on which you are interested in serving:

(You can find a complete and current list on the City's website at *www.midlandtexas.gov*)

(1) Name of Board/Commission:

Midland Development Corporation

Please tell us why you are interested in serving on this board or commission.

I believe my professional qualifications and long history make me uniquely qualified to have a significant impact on the path forward for our community.

What contribution would you most like to make?

To ensure that projects presented to the Board meet the vision and high standards, that the third parties developing them are thoroug

vetted financially and in competency and character, and to be a trouble shooter to work out issues as they arise.

Additional pertinent information or references:

I am professionally certified as a CCIM (recognized as the PhD of Commercial Real Estate), a member of International Shopping

Center Council, North Texas Commercial Association of Realtors, North Texas CCIM, NAR and TAR. Significant projects include:

Built, leased, managed 310 W. Wall (First Capital Bank building); Anadarko Building and first mixed use project approved, Westridge

(2) Name of Board/Commission:

Sold Chevron Bulding and aquired new headquarters site, acquired Apache headquarters, acquired Endeavor headquarters, leased

XTO office, acquired Concho headquarters and expanded campus, acquired EOG headquarters, and leased millions of square feet

to other office users. Managed development of McClurg ranch at Lamesa an I-20 to include 4 apartment projects.

What contribution would you most like to make?

Facilitated development of I-20 and Rankin Hwy to include Chesapeake regional office, Starbucks, McAlister's, Tractor Supply, Chik

Fil A, What A Burger, Discount Tire among others. Redeveloped Andrews Hwy & Midkiff (Advance Auto, Familia Dental and Murphy

Oil). Sold first hotel site for Mariott Courtyard in Westridge. Represented Costco site acquisition at SH 191 & SH 158.

Additional pertinent information or references:

I have worked with City Staff extensively and have had significant relationships with City Council members . References include

Bobby Burns and Robert Rendall.

Applications are maintained on file in the City Secretary's office for a period of one year. Should you need additional information, please call us at 432-685-7430.

Signature of Applicant

Applications may be submitted online via email or print in order to send by mail:

City of Midland

City Secretary's Office

PO Box 1152

Midland, TX 79702

Submit Via Email

Print Application

APPLICATION FOR CITY OF MIDLAND BOARDS/COMMISSIONS/COMMITTEES

As an applicant for a City board, commission, or committee, please be advised that all information on this application is subject to the Texas Open Records Act and will be available to the public.

PLEASE TYPE OR PRINT CLEARLY:

Date: 11/29/2022

Name: Melissa "Mel" Mosier

Phone: 432-640-9278 **(Home)**

Address: 708 Beckley Dr

_____ **(Business)**

Midland TX 79703

Email: mmosier@ez-rider.org

(City) (State) (Zip)

I am [✔] **I am not** [ ] **a U.S. Citizen**

Please tell us about yourself:

Are you a graduate of Midland 101? [ ] **yes** [✔] **no**

I have lived in Midland 5 **years.**

Occupation: HR

Professional and/or Community Activities:

Program Director of PBSHRM

Women's Servant Leader at Stonegate Fellowship

Foster for Permian Basin Animal Adovcates

What is your personal vision for the City?

I moved to Midland 5yrs ago and have made it my home. I want others to learn and know what Midland has to offer for families, why it is a great place to live, and what Midland is hoping to accomplish for the future.

Please specify any time constraints you may have.

As long as it schedule in advance I am flexibile.

Please list below the Board(s) or Commission(s) on which you are interested in serving:

(You can find a complete and current list on the City's website at www.midlandtexas.gov)

(1) Name of Board/Commission:

Airport Planning and Development Board, Animal Services Advisory Commission, Midland Development Corporation, Midland Downtown Park Conservancy, Parks and Recreation Commission, Permian Basin Community Center for MH/MR Planning and Zoning Comission

Please tell us why you are interested in serving on this board or commission.

Being apart of a board gives me an insight on the what, hows, and whys of businesses in Midland and what the vision they have for the city, for the future. I would be honored to serve in any capacity.

What contribution would you most like to make?

Whatever I can, whether it be my knowledge, my concerns, or my own vision to show others just how wonderful Midland is to live.

Additional pertinent information or references:

I am the board liasion for Midland Odessa Urban Transit District

(2) Name of Board/Commission:

Permain Basin Society of Human Resources

What contribution would you most like to make?

Whatever I can, whether it be my knowledge, my concerns, or my own vision to show others just how wonderful Midland is to live.

Additional pertinent information or references:

Dan Corrales-Councilman at Large

Chuck Harrington - Development Services Director

Lori Blong- New Mayor of Midland

Applications are maintained on file in the City Secretary's office for a period of one year. Should you need additional information, please call us at 432-685-7430.

Signature of Applicant

M Mosier

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City of Midland

City Secretary's Office

PO Box 1152

Midland, TX 79702

Submit Via Email

Print Application

APPLICATION FOR CITY OF MIDLAND BOARDS/COMMISSIONS/COMMITTEES

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PLEASE TYPE OR PRINT CLEARLY:

Date: 12/6/2022

Name: Daniel Garcia

Phone: 432.218.6435 **(Home)**

Address: 4403 W. Dengar Avenue

432.240.1966 **(Business)**

Midland Tx 79707

Email: daniel.garcia@midlandisd.net

(City) (State) (Zip)

I am [✔] **I am not** [ ] **a U.S. Citizen**

Please tell us about yourself:

Are you a graduate of Midland 101? [ ] **yes** [✔] **no**

I have lived in Midland 37 **years.**

Occupation: Purchasing Supervisor

Professional and/or Community Activities:

Texas Association of School Business Officials

What is your personal vision for the City?

Growth and prosperity for established business and work with attact new businesses. Establish and maintain relationships with other cities in Texas. Work with our local Education leaders to assist with recruting instructional professionals.

Please specify any time constraints you may have.

None at my current position

Please list below the Board(s) or Commission(s) on which you are interested in serving:

(You can find a complete and current list on the City's website at *www.midlandtexas.gov*)

(1) Name of Board/Commission:

Midland Development Corporation

Please tell us why you are interested in serving on this board or commission.

I would like to make a positive contribution to our city.

What contribution would you most like to make?

Ideas that work for the entire community.

Additional pertinent information or references:

Lupe Villanueva - lupe@me.com - 45 years

Carla Martin - Carlaymartin@outlook.com - 15 years

Pam Weinacht - pam.weinacht@wtwco.com - 45 years

(2) Name of Board/Commission:

What contribution would you most like to make?

Additional pertinent information or references:

Applications are maintained on file in the City Secretary's office for a period of one year. Should you need additional information, please call us at 432-685-7430.

Signature of Applicant

Daniel Garcia

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City of Midland

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Submit Via Email

Print Application

APPLICATION FOR CITY OF MIDLAND BOARDS/COMMISSIONS/COMMITTEES

As an applicant for a City board, commission, or committee, please be advised that all information on this application is subject to the Texas Open Records Act and will be available to the public.

PLEASE TYPE OR PRINT CLEARLY:

Date: 11/29/2022

Name: James B. Griffis

Phone: M: 713-294-3331 **(Home)**

Address: 1411 W. Cuthbert Ave.

(Business)

Midland TX 79701

Email: james@wticap.com

(City) (State) (Zip)

I am [✔] **I am not** [ ] **a U.S. Citizen**

Please tell us about yourself:

Are you a graduate of Midland 101? [ ] **yes** [✔] **no**

I have lived in Midland 9 **years.**

Occupation: Real Estate Development

Professional and/or Community Activities:

Previous Member - Frost Bank Advisory Board (Permian Basin)

Previous Member - Bynum School Endowment

Previous Member - Bynum school Board of Directors

What is your personal vision for the City?

I am personally convinced there is no greater place in the country than Midland, Texas to be an entrepreneur. The amount of support, mentorship and encouragement offered in our city are unmatched. I feel that Midland needs to do a better job of advertising and connecting the support available in order to continue encouraging growth and new businesses.

Please specify any time constraints you may have.

As long as on a set calendar with at least a few weeks notice I am able to work my calendar as needed.

Please list below the Board(s) or Commission(s) on which you are interested in serving:

(You can find a complete and current list on the City's website at *www.midlandtexas.gov*)

(1) Name of Board/Commission:

Midland Development Corporation

Please tell us why you are interested in serving on this board or commission.

My personal passion is starting and growing new businesses, and helping others do the same. I feel that serving on the Midland Development Corporation will allow me to combine my personal passions with activities that will help grow

diversify our economy.

What contribution would you most like to make?
I would like the ability to combine my work and eduction backgrounds with the capabilities and resources of the City of Midland in order to encourage continued growth and prosperity.

Additional pertinent information or references:
Reference: Spencer Robnett, former City Council member, M: 432.553.8545

Reference: Nick McClure, current member of Airport Planning and Development Board

Education: BBA - Finance, Texas A&M University. MBA - Finance, University of St. Thomas.

(2) Name of Board/Commission:

What contribution would you most like to make?

Additional pertinent information or references:

Applications are maintained on file in the City Secretary's office for a period of one year. Should you need additional information, please call us at 432-685-7430.

Signature of Applicant



Applications may be submitted online via email or print in order to send by mail:

City of Midland

City Secretary's Office

PO Box 1152

Midland, TX 79702

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Print Application

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APPLICATION FOR CITY OF MIDLAND BOARDS/COMMISSIONS/COMMITTEES

As an applicant for a City board, commission, or committee, please be advised that all information on this application is subject to the Texas Open Records Act and will be available to the public.

PLEASE TYPE OR PRINT CLEARLY:

Date: 12/3/2022

Name: J. BRIAN MARTIN

Phone: 432-697-4220 (Home)
432-770-0366 (Business)

Address: 3906 LEDGEBROOK CT.
MIDLAND, TEXAS
(City) (State) (Zip)

Email: MARTINBE3@YAHOO.COM

I am [X] I am not [ ] a U.S. Citizen

Please tell us about yourself:

Are you a graduate of Midland 101? [ ] yes [X] no

I have lived in Midland 46 years.

Occupation: REAL ESTATE ATTORNEY

Professional and/or Community Activities:

I AM ENTERING RETIREMENT AFTER 50 YEARS OF PRACTICE. I HAVE BEEN ACTIVE IN THE COMMUNITY (I WAS AN ASSISTANT CITY ATTORNEY IN THE 1970's) AND WOULD LIKE TO CONTINUE FOLLOWING AND ASSISTING THE CITY OF MIDLAND'S PROGRESS.

What is your personal vision for the City?

CONTINUED GROWTH AT RATIONAL RATES WITH SUPPORTING INFRASTRUCTURE THAT WILL KEEP THE CITIZEN'S SAFE, REASONABLY COMFORTABLE AND WITH COMMUNITY FACILITIES THAT ARE NEEDED AS WELL AS COMPLIMENTARY TO THE CITY.

Please specify any time constraints you may have.

THE BOARDS I SERVE ON MEET MONTHLY IN THE EVENINGS (6:30 or 7:00 P.M.), WHICH ARE USUALLY NOT ON FICTIVA WITH OTHER BOARDS. SEE ATTACHED RESUME

Please list below the Board(s) or Commission(s) on which you are interested in serving:

(You can find a complete and current list on the City's website at www.midlandtexas.gov)

(1) Name of Board/Commission:

MIDLAND DEVELOPMENT CORPORATION.

Please tell us why you are interested in serving on this board or commission.

MY PRACTICE HAS INVOLVED PUBLIC AND PRIVATE DEVELOPMENT, SALE AND PURCHASE OF REAL PROPERTY. ALSO, I HAVE HAD FREQUENT

CONTACT WITH CITY MANAGERS SINCE 1976 TO DATE AS WELL AS THE CITY ATTORNEYS.

What contribution would you most like to make?

ADVICE, COUNSEL, PARTICIPATION IN CITY OF MIDLAND PROJECTS AS THE CITY COUNCIL DEEMS THEM APPROPRIATE AND/OR NECESSARY AND THAT WILL AID THE CITY IN ORDERLY GROWTH.

Additional pertinent information or references:

I HAVE MANY FRIENDS AND ACQUAINTENCES AT THE CITY INCLUDING MIKE CANON (FORMER MAYOR) AS WELL AS THE CITY ATTORNEY JOHN OHNERMILLER & STEPHEN GATES; COURTNEY SHARP WAS A GOOD FRIEND, ALONG WITH FRED POE, JIM BROWN

(2) Name of Board/Commission:

PLANNING & ZONING COMMISSION

What contribution would you most like to make?

WHILE I WAS ASSISTANT CITY ATTORNEY I WAS ASSIGNED TO MOST OF THEIR HEARINGS AS LEGAL COUNSEL. IT HAD INTERESTING TITLE ISSUES FROM TIME TO TIME THAT I CAN HELP WITH

Additional pertinent information or references:

I PROFER SERVICE ON THE MDC BOARD initially (if available), TO UNDERSTAND THE BOARD'S OPERATION AND CONNECTION WITH THE COUNCIL AND IT'S (THE BOARD'S) DUTIES.

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Signature of Applicant



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City of Midland

City Secretary's Office

PO Box 1152

Midland, TX 79702

Submit Via Em

Print Applicat

BIOGRAPHICAL INFORMATION

J. BRIAN MARTIN
Attorney At Law
600 North Loraine
Midland, Texas 79701
December 3, 2022

EDUCATION

St. Mary's University Law School, San Antonio, Texas, 1972, J.D.

St. John's University, Collegeville, Minnesota, 1969, Government/Political Science-B.A.

CERTIFICATION

Licensed State Bar of Texas-1972; Board certified Texas Board of Legal Specialization, Commercial Real Estate Law and Residential Real Estate Law since 1990. "AV Preeminent" rating Martindale-Hubble Peer Review.

COURT CERTIFICATION

United States Supreme Court-1976; United States Court of Appeals, 5th Circuit-1977; United States District Court, Southern District-1976; United States District Court, Western District-1976; United States Court of Military Appeals-1973; All Courts of the State of Texas-1972

PROFESSIONAL ACTIVITIES

State Bar of Texas (Real Estate, Probate and Trust Law Section);
Texas Bar Foundation, Life Fellow (2001 to date);
The College of The State Bar of Texas, (2003 to date);
Midland County Bar Association (since 1976);
Advisory Board Midland College Business Studies (Since 1980);
Instructor-Real Estate Law and Contracts-Midland College (1980 to 1994);
Advisory Board Permian Basin Area Foundation Midland Housing Trust Fund (1992 to date);
Director, Habitat For Humanity of Midland (2000-2006);
Director (VP) MARC, Inc. (2003-to 2010)
President of Board of Directors MARC, Inc. 2012 to 2013;
Board Member, Board Secretary) St. Ann's School Endowment Fund, Inc. 1981 to present and the St. Ann's Finance Council (President).

EMPLOYMENT HISTORY

Captain, Judge Advocate General's Corps, U.S. Army, 1972-1976;
1st Assistant City Attorney, City of Midland, Texas 1976-1981;
Partner-Freeman, Hyde & Martin 1981-1990;
Partner-Morgan, Ward, Leeton & Martin- 1990-1992;
General Counsel-Sr. VP Lone Star Abstract & Title Co. 1992 to 2016.
General Counsel, West Texas Abstract & Title Co. 2016 to October 1, 2022
Retired from private practice.

PRACTICE

Mr. Martin is a sole practitioner (Law Offices of J. Brian Martin and Associates, PC. His primary practice prior to retirement involves real estate finance, residential, retail, farm and ranch and commercial real property development and title examination; litigation involving real estate issues; ad valorem property tax litigation; probate and estate practice; business entity creation and servicing. When requested, the firm has assisted the City of Midland with purchase and sale of real property in the City and facilitated title information and Title insurance coverage for property acquired by the City. Mr. Martin assisted the city with purchase or acquisition of the Loop 250 project at its inception including condemnation matters.

PERSONAL INTEREST

Mr. Martin has been a parishioner (since 1976) of St. Ann's Catholic Church of Midland, Texas where he serves on the St. Ann's School Educational Endowment fund and the Parish Finance Council; He is a member of the Midland Shooters Association of Midland, Texas and has been an avid hunter and sport fisherman since age 12. Mr. Martin has been married 52 years (Evelyn) with two Children (Brian Patrick and Shannon) and three grandchildren (Emory, Jack and Claire). Brian Patrick is a graduate of Texas Tech University (BA Business Management); Shannon is a graduate of Texas A&M University (B.S. Industrial Engineering) and University of Houston Law School (J.D.)

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APPLICATION FOR CITY OF MIDLAND BOARDS/COMMISSIONS/COMMITTEES

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PLEASE TYPE OR PRINT CLEARLY:

Date: 11-29-2022

Name: DANNY NORWOOD

Phone: 682-5544 (Home)
618-5012 (Business)

Address: 1705 MABERRY
MIDLAND, TX 79705
(City) (State) (Zip)

Email: danny@dannynorwood.com
cell 413-2764

I am ☑ I am not ☐ a U.S. Citizen

Please tell us about yourself:

Are you a graduate of Midland 101? ☐ yes ☐ no

I was in the class but it canceled in Feb. b/c of covid.

I have lived in Midland 64 years.

Occupation: Realtor

Professional and/or Community Activities:

Past Board Member of: March of Dimes, American Cancer Society, Big Brothers, Center for Battered Women, & High Sky. Current Member of EZ Rider - MOUTD.

What is your personal vision for the City?

To see it continue to attract new businesses for people who want to come to Midland - It's been so good to see so many new self employed entrepreneurs!

Please specify any time constraints you may have.

—

Please list below the Board(s) or Commission(s) on which you are interested in serving:

(You can find a complete and current list on the City's website at www.midlandtexas.gov)

(1) Name of Board/Commission:

Midland Development Corp.

Please tell us why you are interested in serving on this board or commission.

I've been selling real estate for 30 years & have a desire to see Midland continue to grow & prosper.

What contribution would you most like to make?

I KNOW MIDLAND & A lot of "NATIVE MIDLANDERS WELL" & feel like my experience in LIVING here my whole life except for going to UT- AUSTIN & graduating I CAME BACK PLUS my knowledge of real estate in MIDLAND is a good resource.

Additional pertinent information or references:

(2) Name of Board/Commission:

What contribution would you most like to make?

Additional pertinent information or references:

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Signature of Applicant

Danny Norwood

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City of Midland

City Secretary's Office

PO Box 1152

Midland, TX 79702

Submit Via Email

Print Application

APPLICATION FOR CITY OF MIDLAND BOARDS/COMMISSIONS/COMMITTEES

As an applicant for a City board, commission, or committee, please be advised that all information on this application is subject to the Texas Open Records Act and will be available to the public.

PLEASE TYPE OR PRINT CLEARLY:

Name: Brennan Berry

Address: 1503 Harvard Ave.

Midland TX 79701

(City) (State) (Zip)

Date: 12/15/2022

Phone: (646) 460-4778 **(Home)**

(432) 242-8850 **(Business)**

Email: bberry@erpfunds.com

I am ☑ **I am not** ☐ **a U.S. Citizen**

Please tell us about yourself:

I have lived in Midland 7 **years.**

Are you a graduate of Midland 101? ☐ **yes** ☑ **no**

Occupation: Real Estate Investment

Professional and/or Community Activities:

Currently working as the Chief Operating Officer of ERP Funds, a Midland-based real estate private equity fund that focuses on commercial real estate investments in the Permian Basin (operating over 2.5 million SF as of 2022). I graduated from Leadership Midland in 2018 and currently serve on the Board of Governors for the Midland Community Theater in addition to the DMMD board.

What is your personal vision for the City?

Quality of life in Midland has always been something of interest to me and an area that I would like to pursue with local government. Midland has come a long way in the 7 years that I've lived here however I think we are just at the beginning of really changing the city for the better and through further leadership, I'm confident we can achieve great results.

Please specify any time constraints you may have.

Available to meet most weekdays, either during business hours or after hours. I am generally pretty flexible in regards to timing.

Please list below the Board(s) or Commission(s) on which you are interested in serving:

(You can find a complete and current list on the City's website at *www.midlandtexas.gov*)

(1) Name of Board/Commission:

Midland Development Corporation

Please tell us why you are interested in serving on this board or commission.

The MDC plays a key role in business development in the city along with infrastructure improvements, both of which I am particularly interested in. As someone who does not directly work in oil & gas, I see the need to help diversify the local economy and encourage

small businesses to grow in our region. The MDC has the ability to really bring about change and improve the city in impactful ways.

What contribution would you most like to make?

With a background in real estate, hospitality and project management, I believe I can share unique insights with the board and provide a small business perspective. I'd also like to specifically work on attracting new business to Midland that can help achieve some of the quality of life goals for the city. With recent interest in an entertainment district, I believe I can help achieve results.

Additional pertinent information or references:

I am a licensed real estate broker in Texas which I believe would be a qualification of interest given the MDC's real estate focus. I have also attached my resume to this application to provide further details on my professional experience.

(2) Name of Board/Commission:

What contribution would you most like to make?

Additional pertinent information or references:

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Signature of Applicant

Brennan Berry Digitally signed by Brennan Berry
Date: 2022.12.17 05:11:19 -06'00'

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City of Midland
City Secretary's Office
PO Box 1152
Midland, TX 79702

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Brennan P. Berry

400 W. ILLINOIS AVE., SUITE 1630, MIDLAND, TX
C: +1 646 460 4778
BBERRY@ERPFUNDS.COM

SKILLS / VALUE ADD

- Strong understanding of the real estate, travel and hotel industry with exposure to the Middle East, UK and US markets
- Results-driven and consistent high-performer; recognized for achievements related to strong sales performance
- Consistently demonstrate leadership, strong work-ethic and conscientious approach to work

PROFESSIONAL EXPERIENCE

ENERGY RELATED PROPERTIES Midland, Texas
Chief Operating Officer, Partner *June 2015 - Present*

- Oversee property management and leasing efforts of a 2.5 million square foot portfolio of office and industrial properties throughout the Permian Basin
- Manage a team of 25 professionals including property managers, engineers and accounting staff
- Maintain key investor relationships including the distribution of financial reporting, leasing updates and market analyses
- Serve as primary point of contact for capital improvement projects and coordinate with contractors and key stakeholders
- Responsible for designing and executing marketing campaigns, including social and traditional media
- Identify acquisition targets and negotiate purchase terms for single and multi-tenant industrial properties

FOUR SEASONS HOTELS AND RESORTS London, United Kingdom
Account Director, London Worldwide Sales Office *January 2014 – May 2015*
Account Manager, London Worldwide Sales Office *November 2011 – January 2014*

- Managed Greater London-based 3rd party meeting planner accounts and corporate end-user clients
- Grew account base revenue over 90% from 2011 to 2013 (2011 goal of £1.57 mil. and 2013 actual revenue of over £3 mil.)
- Achieved President's Club level results in 2013 (exceeded 135% of annual goal)
- Awarded Sales Manager of the Quarter in Q3 2013 out of entire WSO network (roughly 40 eligible candidates)
- Planned and executed familiarization trips with clients to a variety of hotels in the Four Seasons portfolio
- Organized international sales developments and London networking events on behalf of hotels and resorts, managing budgets, client invitations and program logistics
- Managed European Business Development Initiative in 2013, one of twelve colleagues selected globally out of the entire sales and marketing organization

FOUR SEASONS HOTELS AND RESORTS Dubai, United Arab Emirates
Regional Sales Manager, Middle East Worldwide Sales Office *February 2010 – November 2011*
Sales Coordinator, Middle East Worldwide Sales Office *June 2007 – January 2010*

- Managed travel agent and wholesale accounts in the United Arab Emirates and Kuwait
- Identified and prospected potential corporate, group, government and retail travel agent accounts
- Achieved President's Club recognition in 2011 and Sales Manager of the Quarter in Q4 2010
- Organized quarterly sales developments, typically representing 25 hotels throughout the major cities of the GCC
- Oversaw and implemented prospecting campaigns designed to target specific sectors in various markets in the Middle East
- Assisted with the development of an annual marketing plan as well as an annual budget for the regional sales office
- Collaborated with airlines to organize familiarization trips for Middle East-based clients to various Four Seasons Hotels
- Developed a quarterly electronic newsletter and a bi-annual update targeting clients in the meeting planning sector
- Participated in sales trainings in the Middle East that focused on prospecting, communication and account management

THE BROOKINGS INSTITUTION Washington, D.C.
Intern, Middle East Policy *Spring 2007*

- Worked at the Saban Center for Middle East Policy for the Project on U.S. Relations with the Islamic World, specifically researching programs designed to improve relations between the two regions in the wake of 9/11 and interviewing their principals to assess their best practices. Our findings were compiled into the policy paper titled: *The Opportunity of the Obama Era: Can Civil Society Help Bridge Divides between the United States and a Diverse Muslim World?*
- Assisted in organizing the U.S.-Islamic World Forum, a joint-venture between Brookings and the Qatar Ministry of Foreign Affairs

U.S. – SAUDI ARABIAN BUSINESS COUNCIL Washington, D.C.
Intern, Research Department *Fall 2006*

- Researched, compiled and wrote articles for the council's quarterly newsletter and press releases for the council's website
- Updated sector reports weekly, particularly in petrochemicals, tourism and transportation, and power generation
- Updated and edited annual Saudi Arabian business guide in addition to creating new sections for emerging industries

FERRIS, BAKER WATTS, INC. Washington, D.C.
Intern, Washington Sales Office *Winter 2004 - Spring 2005*

- Coordinated in-house operational tasks such as account setups, transfers, and regulatory compliance
- Provided consultation on equity and fixed-income selection
- Developed comprehensive asset allocation plans and portfolio recommendations
- Encoded client account activity electronically to generate performance reports and statements

EDUCATION

THE GEORGE WASHINGTON UNIVERSITY Washington, D.C.
Bachelor of Arts in International Affairs, Concentration in Middle East & Asia, Minor in History *May 2007*
GPA: Major 3.5
Awards: Dean's List 2006 – 2007
Abroad: Semester in Beirut, Lebanon at the American University of Beirut *Spring 2006*
Semester in Tokyo, Japan at Kanda University of International Studies *Fall 2005*
AIESEC exchange to Egypt on Department of State-sponsored Salaam Program *Summer 2005*
Lived in Jeddah, Saudi Arabia on a US Department of State-sponsored homestay program *Summer 2002*
Languages: Arabic – Proficient in Lebanese colloquial dialect
French – Intermediate level
Japanese – Intermediate level

ADDITIONAL

- Licensed real estate broker in Texas and Florida
- Member of the Board of Governors at the Midland Community Theater
- Board Member of the Downtown Midland Management District
- Graduate of the Leadership Midland Class of 2018 (Midland Chamber of Commerce program)

APPLICATION FOR CITY OF MIDLAND BOARDS/COMMISSIONS/COMMITTEES

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PLEASE TYPE OR PRINT CLEARLY:

Date: 12/16/2022

Name: Abraham Bejil

Phone: 4322887667 **(Home)**

Address: 5202 Hilltop Dr.

432-221-1644 **(Business)**

Midland TX 79707

Email: abraham.bejil@midlandhealth.org

(City) (State) (Zip)

I am ☑ **I am not** ☐ **a U.S. Citizen**

Please tell us about yourself:

Are you a graduate of Midland 101? ☐ **yes** ☑ **no**

I have lived in Midland 20 **years.**

Occupation: Vice President of Facility Services for Midland Healt

Professional and/or Community Activities:

Servant Leader for Stonegate Kids 4/5 grade boys.

Board Director for Texas Association of Healthcare Facilities Management for the West Texas Region

Planning and Zoning Commissioner

What is your personal vision for the City?

A city that enhances the quality of life for everyone who chooses to call Midland their home while fostering an atmoshphere where citizens and businesses can thrive in harmony.

Please specify any time constraints you may have.

No time constraints

Please list below the Board(s) or Commission(s) on which you are interested in serving:

(You can find a complete and current list on the City's website at *www.midlandtexas.gov*)

(1) Name of Board/Commission:

Midland Development Corporation Board

Please tell us why you are interested in serving on this board or commission.

The greatest way to get involved with your community is to serve where needed. I firmly believe that by sharing our time and talents with others, we learn what true servanthood is.

What contribution would you most like to make?

My time and attention to the things that matter to our citizens, businesses, and entrepreneurs.

Also, as the VP of Facility Services for MMH I interact with many local vendors, contractors, architects, professionals, and oversee

multi million dollar projects. I believe this experience would be beneficial to this board and the organization as a whole.

Additional pertinent information or references:

Jeffrey Beard Exec. VP of CrownRock Minerals LP jbeard@crownquest.com

Russell Meyers CEO of Midland Memorial Hospital 432-661-8000; Valerie Sparks MMH IC Officer 432-853-0285

Dr. James Phillips, MD 432-349-7295; Jay K. Bradford, AIA JSA Architects 432-559-1891

(2) Name of Board/Commission:

What contribution would you most like to make?

Additional pertinent information or references:

Applications are maintained on file in the City Secretary's office for a period of one year. Should you need additional information, please call us at 432-685-7430.

Signature of Applicant

Abraham Bejil Digitally signed by Abraham Bejil
Date: 2022.12.16 10:58:01 -06'00'

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Print Application

APPLICATION FOR CITY OF MIDLAND BOARDS/COMMISSIONS/COMMITTEES

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PLEASE TYPE OR PRINT CLEARLY:

Date: 12/2/2022

Name: Zachary Deck

Phone: 703-659-5911 **(Home)**

Address: 1607 W Tennessee Ave

(Business)

Midland TX 79701

Email: zachary.e.deck@gmail.com

(City) (State) (Zip)

I am [✓] **I am not** [ ] **a U.S. Citizen**

Please tell us about yourself:

Are you a graduate of Midland 101? [ ] **yes** [✓] **no**

I have lived in Midland 17 **years.**

Occupation: Senior Reservoir Engineer at Diamondback Energy

Professional and/or Community Activities:

Leadership Midland, Midland Planning and Zoning Commission, Midland real estate investors group, Midland Classical Academy

Cross Country coach

What is your personal vision for the City?

I would like to see Midland become a hub of activity for economic and personal growth for the residents of the Permian Basin. I envision growing economic diversity growing Midland's ability to be the leader of the Permian. I have a vision of the city becoming a place where recent transplants increasingly want to put down roots and make Midland their home for years to come.

Please specify any time constraints you may have.

Leadership Midland once a month, cross country coaching pre-dawn mornings in the fall, and Planning and Zoning every other Monday in the afternoon. If I were to be elected to MDC I would end my service with P+Z once my time is up so I can better focus on MDC efforts.

Please list below the Board(s) or Commission(s) on which you are interested in serving:

(You can find a complete and current list on the City's website at *www.midlandtexas.gov*)

(1) Name of Board/Commission:

Midland Development Corporation

Please tell us why you are interested in serving on this board or commission.

I believe Midland is in the process of transitioning into a multi-discipline hub and away from being solely dependent upon oil and gas. I enjoy evaluating the health of various businesses and would like to help the MDC incentivize entities to bring their workers and

capital to Midland.

What contribution would you most like to make?

I would like to utilize my Finance degree to help find creative ways to incentivize businesses to bring and maintain their economic power here in Midland. I believe the MDC operates in the intersection of creative problem solving, financial literacy, and strong personal skills - and I believe I can bring all of these to the table.

Additional pertinent information or references:

I have an undergrad degree in Aerospace Engineering, did research for NASA on two programs (one of which was the SLS that just launched) so I understand the Aerospace industry. I worked in the Federal government so I understand large contracts and operations. Additionally, I have an MBA in Finance so I understand the economics of business development as well.

(2) Name of Board/Commission:

What contribution would you most like to make?

Additional pertinent information or references:

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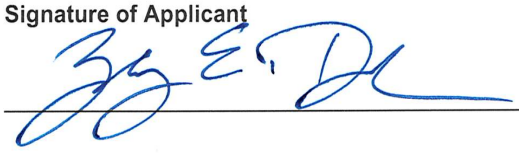
Signature of Applicant



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Midland, TX 79702

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PLEASE TYPE OR PRINT CLEARLY:

Date: 12/4/2022

Name: Kristen Chandler

Phone: 817-964-2471 **(Home)**

Address: 1216 N CR 1105

(Business)

Midland TX 79706

Email: KristenCChandler@gmail.om

(City) (State) (Zip)

I am ☑ **I am not** ☐ **a U.S. Citizen**

Please tell us about yourself:

Are you a graduate of Midland 101? ☐ **yes** ☑ **no**

I have lived in Midland 7 **years.**

Occupation: Self Employed

Professional and/or Community Activities:

I currently own two businesses in Midland, TX and three businesses in Granbury, TX. The business I own in Midland are B+You (Health, Business, Wellness) Center & Subway location. In Granbury, TX I own Any Lab Test Now; Assurance Medical Diagnostics & More; B+You. I am involved in community sponsorship; church and business mentorship for local entrepreneurs.

What is your personal vision for the City?

I would like to see our community as well as those who travel to see the city of Midland for all of the wonderful things it has to offer. I feel that the City of Midland has made huge strides since we moved here 7 years ago, however I feel like we have so much more to build upon as a city and community education to be done to highlight all of the wonderful things our city has to offer currently.

Please specify any time constraints you may have.

As a busy entrepreneur there are times in which my schedule calls for a last minute meeting or business travel, however for the most part I do have the availability to plan accordingly.

Please list below the Board(s) or Commission(s) on which you are interested in serving:

(You can find a complete and current list on the City's website at *www.midlandtexas.gov*)

(1) Name of Board/Commission:

Planning & Zoning Commission

Please tell us why you are interested in serving on this board or commission.

I am interested in serving because I would like to be involved in the future of the business and real estate development in the city of Midland. I would like to be able to provide my insight from a resident as well a local business owner from my perspective on developm

and improvements that will help the growth and economic sustainability of the city of Midland.

What contribution would you most like to make?

I would hope to contribute a fresh eye to what exists as well as what is

Additional pertinent information or references:

(2) Name of Board/Commission:

Midland Development Corporation

What contribution would you most like to make?

As a local business owner, I have enjoyed meeting other business owners over the years. Hearing their ideas, plans for growth, their struggles/set backs and if/when I can provide solutions or insights I take pride in doing so. I feel like my contribution would serve as a fresh insight to what currently exists, as well as what is on the horizon for the city of Midland from personal/professional pe

Additional pertinent information or references:

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Signature of Applicant

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PLEASE TYPE OR PRINT CLEARLY:

Date: 11/29/2022

Name: John L Kennedy

Phone: 432-288-4118 **(Home)**

Address: 1202 Douglas Ave

(Business)

Midland Texas 79701

Email: jkennedy@diamondkpetro.com

(City) (State) (Zip)

I am ☑ **I am not** ☐ **a U.S. Citizen**

Please tell us about yourself:

Are you a graduate of Midland 101? ☐ **yes** ☑ **no**

I have lived in Midland 42 **years.**

Occupation: Financial Services Professional

Professional and/or Community Activities:

TRZ Board , Leadership Midland

Petroleum Museum Board

Former MISD Trustee

What is your personal vision for the City?

Managed growth and be able to attract businesses because of our amenities and educational opportunities

Please specify any time constraints you may have.

None

Please list below the Board(s) or Commission(s) on which you are interested in serving:

(You can find a complete and current list on the City's website at www.midlandtexas.gov)

(1) Name of Board/Commission:

Midland Development Corporation

Please tell us why you are interested in serving on this board or commission.

Help Midland attract new businesses

What contribution would you most like to make?

Develop support for MDC

Additional pertinent information or references:

(2) Name of Board/Commission:

What contribution would you most like to make?

Additional pertinent information or references:

Applications are maintained on file in the City Secretary's office for a period of one year. Should you need additional information, please call us at 432-685-7430.

Signature of Applicant



Applications may be submitted online via email or print in order to send by mail:

City of Midland

City Secretary's Office

PO Box 1152

Midland, TX 79702

Submit Via Email

Print Application

APPLICATION FOR CITY OF MIDLAND BOARDS/COMMISSIONS/COMMITTEES

As an applicant for a City board, commission, or committee, please be advised that all information on this application is subject to the Texas Open Records Act and will be available to the public.

PLEASE TYPE OR PRINT CLEARLY:

Date: 11/28/2022

Name: Dara Richardson

Phone: 4325591549 **(Home)**

Address: 4424 Seminole Drive

4328944328 **(Business)**

Midland Texas 79703

Email: dararichardson86@gmail.com

(City) (State) (Zip)

I am ☑ **I am not** ☐ **a U.S. Citizen**

Please tell us about yourself:

Are you a graduate of Midland 101? ☑ **yes** ☐ **no**

I have lived in Midland 36 **years.**

Occupation: Superintendent of wells

Professional and/or Community Activities:

I am a board member of the Midland County Young Republicans and I also serve as a Precinct Chair for the Midland County Republi

What is your personal vision for the City?

My personal vision for the City of Midland is to see it grow as a community for the better. The city needs conservative values to help bring the communities together.

Please specify any time constraints you may have.

I work full time but I don't see that holding me back from serving as a board member.

Please list below the Board(s) or Commission(s) on which you are interested in serving:

(You can find a complete and current list on the City's website at *www.midlandtexas.gov*)

(1) Name of Board/Commission:

Midland Development Corporation

Please tell us why you are interested in serving on this board or commission.

I'm interested to serve on this board to bring an oil and gas perspective to their future projects.

What contribution would you most like to make?

I would like to make a contribution of my time to bring my oil and gas experience to the table.

Additional pertinent information or references:

I was the Vice President of Operations for Darrell Crass Drilling and am now the Superintendent of wells and well rehabilitation for XRI Holdings.

(2) Name of Board/Commission:

What contribution would you most like to make?

Additional pertinent information or references:

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Signature of Applicant



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APPLICATION FOR CITY OF MIDLAND BOARDS/COMMISSIONS/COMMITTEES

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PLEASE TYPE OR PRINT CLEARLY:

Date: 11/7/2022

Name: Ross Schumann MBA, PMP

Phone: 4328886071 **(Home)**

Address: 4003 Gleneagles CT

_____ **(Business)**

Midland TX 79707

Email: schuranch@gmail.com

(City) (State) (Zip)

I am [✔] **I am not** [ ] **a U.S. Citizen**

Please tell us about yourself:

Are you a graduate of Midland 101? [ ] **yes** [✔] **no**

I have lived in Midland 2 **years.**

Occupation: Oil and Gas Operations Manager

Professional and/or Community Activities:

Permian Basin Youth Football Leauge, Permian Basin Association of Pipeliners, Faces of Freedom Board Member.

What is your personal vision for the City?

To create a place where families are happy to raise their children, have great opportunities to grow both economically and within the community, and can find ample resources and options for raising, educating, and developing their families.

To make Midland a place my kids are proud to call home, and where they want to make their homes in the future.

Please specify any time constraints you may have.

Please list below the Board(s) or Commission(s) on which you are interested in serving:

(You can find a complete and current list on the City's website at *www.midlandtexas.gov*)

(1) Name of Board/Commission:

Zoning Board of Adjustment and Airport Zoning Board of Adjustment

Please tell us why you are interested in serving on this board or commission.

This would give me an opportunity to serve my city and help ensure we are making this a great place to call home for young families.

What contribution would you most like to make?

Help in determining future growth of our city and ensuring that young families are kept in mind.

Additional pertinent information or references:

I hold a Masters of Business Adminstartion (MBA) from Syracuse Universtity, I have worked in the oil and gas industry for over 10 yea

and I am a certified Project Management Professional (PMP).

(2) Name of Board/Commission:

What contribution would you most like to make?

Additional pertinent information or references:

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Signature of Applicant

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APPLICATION FOR CITY OF MIDLAND BOARDS/COMMISSIONS/COMMITTEES

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PLEASE TYPE OR PRINT CLEARLY:

Date: 11/29/22

Name: Justin Willmon

Phone: 432-557-8511 (Home)

Address: 4700 Rosewood

432-557-8511 (Business)

midland TX 79707

Email: Justin@welcomehomepg.com

(City) (State) (Zip)

I am ☑ I am not ☐ a U.S. Citizen

Please tell us about yourself:

Are you a graduate of Midland 101? ☐ yes ☑ no

I have lived in Midland 31 years.

Occupation: Real Estate

Professional and/or Community Activities:

Permian Basin Real Estate Association, 2023 TREC YPN commitee member

What is your personal vision for the City?

long term growth, more diversity in our job sectors, sustainable long term events & things to do

Please specify any time constraints you may have.

none

Please list below the Board(s) or Commission(s) on which you are interested in serving:

(You can find a complete and current list on the City's website at www.midlandtexas.gov)

(1) Name of Board/Commission:

midland Development Corporation

Please tell us why you are interested in serving on this board or commission.

Looking to get more involved with the vision and direction of our city as well as the behind the scenes action that goes into developing a community

What contribution would you most like to make?

would like to be a contributing member to promote and develop new & expanded businesses

Additional pertinent information or references:

Long time midland resident, have seen the growth & development of the city since a young age, but also envisions an even better city than we already have

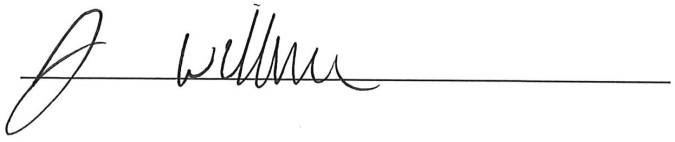
(2) Name of Board/Commission:

What contribution would you most like to make?

Additional pertinent information or references:

Applications are maintained on file in the City Secretary's office for a period of one year. Should you need additional information, please call us at 432-685-7430.

Signature of Applicant



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APPLICATION FOR CITY OF MIDLAND BOARDS/COMMISSIONS/COMMITTEES

As an applicant for a City board, commission, or committee, please be advised that all information on this application is subject to the Texas Open Records Act and will be available to the public.

PLEASE TYPE OR PRINT CLEARLY:

Date: 12/14/2022

Name: Brian Stubbs

Phone: 432-413-3455 **(Home)**

Address: 4901 Kingsboro Ct

432-335-5900 **(Business)**

Midland Tx 79705

Email: brianstubbs2002@yahoo.com

(City) (State) (Zip)

I am [✓] **I am not** [ ] **a U.S. Citizen**

Please tell us about yourself:

Are you a graduate of Midland 101? [ ] **yes** [✓] **no**

I have lived in Midland 8.5 **years.**

Occupation: Business Owner

Professional and/or Community Activities:

Chamber of Commerce Board - VP of Promotions, MOUTD board member, REACH school board - Secretary/Treasure, MISD Education Foundation - Vice President, Association of Ingersoll Rand Distributor - Board of Directors, Communities in Schools - Vice President, Education Partnership of the Permian Basin - Secretary, BSA Troop 160 Scout Master, Leadership Midland Graduate.

What is your personal vision for the City?

To make Midland the "hub" for West Texas for business, social, education, and quality of life. Midland is in the middle of our region with great resources, both people and natural. Midland should grow to be the "oasis" for our region where people can have a high quality of life due to the resources the city, county, industry, and philanthropy bring together for our citizens.

Please specify any time constraints you may have.

I am flexible with my work schedule and can make most times.

Please list below the Board(s) or Commission(s) on which you are interested in serving:

(You can find a complete and current list on the City's website at www.midlandtexas.gov)

(1) Name of Board/Commission:

Midland Development Corporation

Please tell us why you are interested in serving on this board or commission.

I am passionate about growing the commercial environment of Midland. I believe it is a never-ending project to provide a robust business environment for our community. Creating a robust foundation of business and industry is critical to improving Midland as a

whole. Providing jobs and opportunities for everyone in Midland is a critical step in making Midland a better city.

What contribution would you most like to make?

I believe I bring a unique aspect to this board with my past experience. I currently own a small business in the Permian Basin which has seen the benefits, and hardships, of our business landscape. I am also an engineer with strong problem solving skills with the ability to work through complicated, difficult issues to find creative answer and solutions.

Additional pertinent information or references:

I have been a business owner since 2017 and have grown our business significantly in that time. I understand the issues, hurdles, and oppurtunities of owning a business in our region. I am passionate about sharing these opportunities with other people to make Midland a better place for all.

(2) Name of Board/Commission:

Parks and Recreation Commission

What contribution would you most like to make?

As a resident of Midland, I see a great need to improve the quality of place. We need to better use our resources to make Midland a center of our region where people want to live and work. With the current growth of Midland, we need to become very creative in how we attract and keep people to enable continued growth and improve quality of life.

Additional pertinent information or references:

I am passionate about making Midland a shining star of our region. Balancing a great economy with utilizing our resources to make a great place to live is critical to this goal. I will bring creative ideas to this board and the ability to solve complicated problems with solutions that strive to benefit all.

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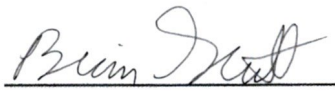
Signature of Applicant



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City of Midland

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APPLICATION FOR CITY OF MIDLAND BOARDS/COMMISSIONS/COMMITTEES

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PLEASE TYPE OR PRINT CLEARLY:

Date: 12/6/2022

Name: Xavier A Torres

Phone: 432-631-4689 **(Home)**

Address: 1508 Alcove Ct. 432-221-4606 **(Business)**

Midland Texas 79703

(City) (State) (Zip)

Email: xavier.torres@midlandhealth.org

I am [✔] **I am not** [ ] **a U.S. Citizen**

Please tell us about yourself:

Are you a graduate of Midland 101? [ ] **yes** [✔] **no**

I have lived in Midland 28 **years.**

Occupation: Registered Nurse

Professional and/or Community Activities:

I am currently the Director of Patient Experience at Midland Health. I am also enrolled in a doctorial program at Texas Tech University Health Sciences Center (TTUHSC).

What is your personal vision for the City?

Being a native Midlander, I hope to have a city where I can continue to raise my family. There are so many great aspects of growing up in Midland. I do see a need for additional venues and business that would make Midland a more appealing location for those who are looking for a place to set roots.

Please specify any time constraints you may have.

There are minimal time constaints. I do travel for school once every other month but this travel is usually at the end of the week and part of the weekend.

Please list below the Board(s) or Commission(s) on which you are interested in serving:

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(1) Name of Board/Commission:

Midland Development Corporation

Please tell us why you are interested in serving on this board or commission.

It is essential that the City of Midland gather information and perspectives from each group of Midlanders. I would like to be a resource to my city. As Midland grows, there is a need to ensure that this growth is done with the advancement of our community

in mind. I would like to be a part of further developing our community to become the greatest in Texas

What contribution would you most like to make?

I would like to provide a perspective from a healthcare worker. There would also be benefit in my perspective as a minority representative. I would like to provide the perspecitive of someone who has started a family in Midland and hopes to continue raising my children in Midland

Additional pertinent information or references:

This appointment may be my first but it would not be my last contribution to our great community. I hope to help others realize the great opportunities that are available within our community. I'd also like to provide a reference, please contact Dr. Kit Bredimus at 432-221-2238 or kit.bredimus@midlandhealth.org for any other information.

(2) Name of Board/Commission:

What contribution would you most like to make?

Additional pertinent information or references:

Applications are maintained on file in the City Secretary's office for a period of one year. Should you need additional information, please call us at 432-685-7430.

Signature of Applicant

X. Torres, MSN, RN

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City Secretary's Office
PO Box 1152
Midland, TX 79702

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Print Application

MIDLAND
Feel the Energy!

APPLICATION FOR CITY OF MIDLAND BOARDS/COMMISSIONS/COMMITTEES

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PLEASE TYPE OR PRINT CLEARLY:

Date: 12/29/2022

Name: Becca Heidelberg

Phone: 432·661·2406 (Home) Cell

N/A (Business)

Address: 1506 W Golf Course Rd.

Midland TX 79701
(City) (State) (Zip)

Email: rlhcisco@gmail.com

I am ☒ **I am not** ☐ **a U.S. Citizen**

Are you a graduate of Midland 101? ☐ **yes** ☒ **no**

Please tell us about yourself:

I have lived in Midland 22 **years.**

Occupation: Homemaker

Professional and/or Community Activities:

- Teaching Director of After School Kids Community Bible Study (8 years)
- The Junior League of Midland (8 years)
- Texas Tech Club of Midland + TTU Alumni Assoc. + Red Raider Club (22 years)

What is your personal vision for the City?

To encourage growth and new businesses to open in Midland while supporting our existing businesses. I'd like to see some new businesses open that provide activities for teens and young adults. The new trampoline park and expansion of Green Acres are wonderful family activities, but we need ~~new~~ entertainment for singles and people without kids as well.

Please specify any time constraints you may have.

~~I have~~ I have a flexible schedule and can make most times work with a day's notice.

Please list below the Board(s) or Commission(s) on which you are interested in serving:

(You can find a complete and current list on the City's website at www.midlandtexas.gov)

(1) Name of Board/Commission:

Midland Development Corporation

Please tell us why you are interested in serving on this board or commission.

When I read that the MDC board had an opening, I knew I wanted to apply. I have ~~Midland~~ Midland go through ~~any~~ changes over the past twenty years. It has been exciting to watch it grow. The development of Centennial Park and the new life downtown has set the momentum

APPLICATION FOR CITY OF MIDLAND BOARDS/COMMISSIONS/COMMITTEES

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PLEASE TYPE OR PRINT CLEARLY:

Name: Lacy Sperry

Address: 728 Augusta Drive

Midland TX 79705

(City) (State) (Zip)

Date: 12/31/2022

Phone: 432 208 5907 **(Home)**

432 262 4061 **(Business)**

Email: LSperry@eeronline.com

I am ☑ **I am not** ☐ **a U.S. Citizen**

Please tell us about yourself:

I have lived in Midland 15 **years.**

Are you a graduate of Midland 101? ☐ **yes** ☑ **no**

Occupation: Director of Communications, Real Estate Investor

Professional and/or Community Activities:

I am currently the director of communications for Endeavor Energy Resources, one of the largest private employers in the county. Re

My husband (Josh Sperry) and I are real estate investors in the Permian Basin (mostly Midland). We buy very distressed properties, (

Josh and I have three children - Addison (16), Jessy (12), and David (9). We are very active with Midland ISD, Stonegate Fellowship,

What is your personal vision for the City?

My personal vision for Midland is a place where families can thrive - with work, school, extracurricular activities, and community involv

I also envision a Midland that has vibrant opportunities in workforce, education, outdoor activities, and community fellowship. We are

Please specify any time constraints you may have.

Time constraints include family and work. However, I have full support from the Endeavor leadership team to serve Midland in this ca

Please list below the Board(s) or Commission(s) on which you are interested in serving:

(You can find a complete and current list on the City's website at *www.midlandtexas.gov*)

(1) Name of Board/Commission:

Midland Development Corporation (MDC)

Please tell us why you are interested in serving on this board or commission.

I am interested in serving on the MDC board for many reasons. First, I feel well prepared for this role because of my professional wor

What contribution would you most like to make?

I would like to help existing businesses grow and thrive. We have so many unique businesses in our community that have unlocked p

Additional pertinent information or references:

Lance Robertson, CEO of Endeavor Energy Resources - LRobertson@eeronline.com

Cairy Phillips, Vice President of Human Resources for Endeavor Energy Resources - CPhillips@eeronline.com

(2) Name of Board/Commission:

What contribution would you most like to make?

Additional pertinent information or references:

Applications are maintained on file in the City Secretary's office for a period of one year. Should you need additional information, please call us at 432-685-7430.

Signature of Applicant

Lacy Sperry Digitally signed by Lacy Sperry
Date: 2022.12.31 17:44:52 -06'00'

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City of Midland

City Secretary's Office

PO Box 1152

Midland, TX 79702

Submit Via Email

Print Application

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PLEASE TYPE OR PRINT CLEARLY:

Date: 12/29/2022

Name: Barrett J. Brannon

Phone: 806-773-8652 **(Home)**

Address: 2505 Stanolind Avenue

432-425-8316 **(Business)**

Midland Texas 79705

Email: barrett.brannon@pxd.com

(City) (State) (Zip)

I am ☑ **I am not** ☐ **a U.S. Citizen**

Please tell us about yourself:

Are you a graduate of Midland 101? ☐ **yes** ☑ **no**

I have lived in Midland 4.5 **years.**

Occupation: Land Manager - Surface - Pioneer Natural Res.

Professional and/or Community Activities:

Professional: Permian Basin Landman Association, previous member of Fort Worth Wildcatters.

Community: Past committee member of Midland Young Life; Trinity Charger Alliance; Beach Ball Bash - Hillcrest School (spouse)

What is your personal vision for the City?

Having lived in various cities over the course of my career, Midland has been the most unique and inviting city.I would love to see the city continue to attract businesses and organizations that would diversify the Midland's economy.

Please specify any time constraints you may have.

None

Please list below the Board(s) or Commission(s) on which you are interested in serving:

(You can find a complete and current list on the City's website at *www.midlandtexas.gov*)

(1) Name of Board/Commission:

Midland Development Corporation

Please tell us why you are interested in serving on this board or commission.

I am very passionate about the growth of Midland. This city truly has unlimited potential and I would like an oppurtunity to help Midland Development Corporation and the City Council direct and facilitate its strategy to grow Midland.

What contribution would you most like to make?

As stated previously, I am very passionate about Midland and willing to sacrifice time to serve. I always keep an open mind, listen to all viewpoints, and ask the right questions in order to fully understand the situation/opportunity. I am also one that can create and maintain rapport which is very important in order for the committee to continue to be effective.

Additional pertinent information or references:

Graduate of Texas Tech University, Rawls College of Business: BBA in Finance and Petroleum Land Management

References - Amanda Day and ReenAnn Rutter - Pioneer Natural Resources - Government & Public Affairs; Daniel Pender- Pioneer Natural Resources - Director of Surface Land and Business Development

(2) Name of Board/Commission:

What contribution would you most like to make?

Additional pertinent information or references:

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Signature of Applicant

Barrett J. Brannon

Digitally signed by Barrett J. Brannon
DN: cn=Barrett J. Brannon gn=Barrett J. Brannon c=US United States l=US United States
Reason: I am the author of this document
Location:
Date: 2022-12-30 11:46-06:00

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Print Application

ZONING BOARD OF ADJUSTMENT AND AIRPORT ZONING BOARD OF ADJUSTMENT
(Advisory; Membership - 5: Terms - 2 Years Expiring 3 Odd & 2 Even)
January 2022 - December 2022

MEMBER	TERM EXPIRES	ATTENDANCE	MEETINGS ATTENDED	TOTAL MTGS	ELIGIBLE	NOTES
Derek Whiting	Sept 30 2023	67%	2	3		
E.J. Baldridge	Sept 30 2023	100%	3	3		
Reed Claybrook	Sept 30 2024	100%	3	3		
Robert Gray	Sept 30 2025	0%	2	3		
James Gerety	Sept 30 2025	0%	0	3		Re-Apoointed Oct. 2022
ALTERNATES: (not applicable to Airport Zoning)						
VACANCY						
VACANCY						
VACANCY						
VACANCY						
Applicants Name	Additional Boards Applying to	NOTES				
Ross Schumann (D1)						

MIDLAND DEVELOPMENT CORPORATION
(Membership - 7: Terms - 3 Years - Staggered)
January 2022 - December 2022

MEMBER	TERM EXPIRES	ATTENDANCE	MEETINGS ATTENDED	TOTAL MTGS	ELIGIBLE	NOTES
Stephen Lowery	Jan 14 2023	91%	10	11	No	
Chase Gardaphe	Jan 14 2025	82%	9	11	Yes	
Berry Simpson	Jan 14 2025	91%	10	11	Yes	
P Lourcey Sams	Jan 14 2026	100%	11	11	Yes	
Jill Pennington	Jan 14 2026	64%	7	11	Yes	
Brad Bullock	Jan 14 2027	73%	8	11	Yes	
Lucy Sisniega	Jan 14 2028	73%	8	11	Yes	Appointed Feb. 2022
Applicants Name	Additional Boards Applying to	COUNCIL NOTES				
Abraham Bejil (D4)						
Brennan Berry (D3)						
Kristen Chandler (County)						
John Logan Cooksey (D3)						
Zachary Deck (D3)						
Daniel Garcia (D4)						
James B. Griffis (D3)						
John L. Kennedy (D3)						
J. Brian Martin (D1)	P&Z					
Melissa "Mel" Mosier (D2)						
Danny Norwood (D3)						
Dara Richardson (D4)						
Brian Stubbs (D1)	P&R					
Xavier A. Torres (D3)						
Justin Willmon (D1)						
John Elphick (D3)						
Barrett J. Brannon (D3)						

Lacy Sperry (D1)
Becca Heidelberg (D3)