CITY OF MIDLAND, TEXAS
AGENDA FOR CITY COUNCIL MEETING
April 9, 2024 - 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 Pat Bryant, Travis Baptist Church

2. Pledge of Allegiance

CONSENT AGENDA

3. MOTION APPROVING THE FOLLOWING MINUTES:

   3a. REGULAR SESSION OF MARCH 19, 2024

4. 2024-058 – RESOLUTION AWARDING A CONTRACT FOR THE T24-01 TRAFFIC SIGNAL PROJECT TO THE SOLE BIDDER, WILLIS ELECTRIC CO., LP OF ABILENE, TEXAS, AT A TOTAL COST OF $622,177.00; APPROVING $62,217.70 FOR CONTINGENCIES; TRANSFERRING AND APPROPRIATING FUNDS; AND AUTHORIZING PAYMENT **(DISTRICT: ALL) (GENERAL SERVICES) (STRENGTHEN AND SUSTAIN OUR INFRASTRUCTURE)**

5. 2024-059 – RESOLUTION AWARDING A CONTRACT FOR THE PURCHASE OF CONCRETE AND CALICHE FOR THE TRANSPORTATION DIVISION TO 4J CONCRETE, LLC DOING BUSINESS AS JORDAN CONCRETE OF MIDLAND, TEXAS, AT A TOTAL COST OF $855,690.00; AND AUTHORIZING PAYMENT **(DISTRICT: ALL) (GENERAL SERVICES) (STRENGTHEN AND SUSTAIN OUR INFRASTRUCTURE)**

6. 2024-060 – RESOLUTION AUTHORIZING THE PURCHASE OF A PALFINGER M100 GRAPPLE LOADER TRUCK FROM DOGGETT FRIGHTLINER OF SOUTH TEXAS, LLC, THROUGH BUYBOARD FOR A TOTAL COST OF $241,917.82 **(DISTRICT: NONE) (GENERAL SERVICES) (PROVIDE SOUND GOVERNANCE & FISCAL MANAGEMENT)**

7. 2024-061 – RESOLUTION AUTHORIZING THE PURCHASE OF AMMUNITION OF

ASSORTED TYPES AND IN ASSORTED QUANTITIES FOR THE MIDLAND POLICE DEPARTMENT FROM THE RESPECTIVE LOW BIDDERS, KIESLER POLICE SUPPLY, INC., AND BLACK HILLS AMMUNITION, AT A TOTAL COST OF $226,690.00 **(DISTRICT: NONE) (GENERAL SERVICES) (PROVIDE SOUND GOVERNANCE & FISCAL MANAGEMENT)**

8. 2024-062 – RESOLUTION AWARDING A CONTRACT FOR PLANT FARM LABOR CONTRACTING SERVICES TO KEVIN COOK D/B/A KEVIN COOK FARMS OF STANTON, TEXAS, AT A TOTAL COST OF $165,665.00 **(DISTRICT: NONE) (GENERAL SERVICES) (PROVIDE SOUND GOVERNANCE & FISCAL MANAGEMENT)**

9. 2024-063 – RESOLUTION AMENDING RESOLUTION NO. 2023-145 THAT AUTHORIZES THE PURCHASE OF A WIRTGEN W 120 XTI COLD MILLING MACHINE FROM KIRBY-SMITH MACHINERY, INC., THROUGH BUYBOARD FOR A TOTAL COST OF $502,269.45; AND PROVIDING FOR AN INCREASE OF $86,092.62 IN THE TOTAL COST FOR SAID PURCHASE **(DISTRICT: NONE) (GENERAL SERVICES) (STRENGTHEN AND SUSTAIN OUR INFRASTRUCTURE)**

10. 2024-064 – RESOLUTION AWARDING A CONTRACT FOR THE STATE HIGHWAY 158 AND SINCLAIR AVENUE INTERSECTION IMPROVEMENT PROJECT TO REECE ALBERT, INC. OF SAN ANGELO, TEXAS, AT A TOTAL COST OF $3,691,710.55; APPROVING $738,342.11 FOR CONTINGENCIES; APPROVING $50,000.00 FOR PROJECT-RELATED EXPENSES; APPROPRIATING AND TRANSFERRING FUNDS; AND AUTHORIZING PAYMENT **(DISTRICT 4) (GENERAL SERVICES) (STRENGTHEN AND SUSTAIN OUR INFRASTRUCTURE)**

11. 2024-065 – RESOLUTION APPROVING A CONTRACT WITH W.R. CONSTRUCTION, INC., THROUGH SOURCEWELL, FOR THE PURCHASE AND INSTALLATION OF A CANOPY STRUCTURE AT THE SOUTHEAST SENIOR CENTER FOR A TOTAL COST OF $313,715.96; APPROVING $31,284.04 FOR PROJECT RELATED EXPENSES; AND TRANSFERRING FUNDS FOR SAID PROJECT **(DISTRICT 2) (GENERAL SERVICES) (STRENGTHEN AND SUSTAIN OUR INFRASTRUCTURE)**

12. 040-2024 – MOTION AUTHORIZING THE APPROPRIATION AND TRANSFER OF THE FOLLOWING FUND AMOUNTS FROM THE FOLLOWING ACCOUNTS TO THE AIRPORT FUND: $58,870.00 FROM THE SANITATION FUND UNAPPROPRIATED FUND BALANCE; $54,198.00 FROM THE UTILITIES FUND UNAPPROPRIATED FUND BALANCE; AND $1,946,462.00 FROM THE GENERAL FUND UNAPPROPRIATED FUND BALANCE; AND AUTHORIZING THE APPROPRIATION AND TRANSFER OF $7,473,459.00 FROM THE AIRPORT FUND UNAPPROPRIATED FUND BALANCE TO THE GENERAL FUND **(DISTRICT 4) (AIRPORTS) (TRANSPARENT & CONSISTENT COMMUNICATION)**

13. 2024-066 – RESOLUTION AUTHORIZING THE EXECUTION OF AN AGREEMENT WITH MIDLAND COLLEGE DISTRICT FOR SAID DISTRICT TO PARTICIPATE IN TAX INCREMENT REINVESTMENT ZONE NUMBER TWO **(DISTRICT 2 AND 3)**

(DEVELOPMENT SERVICES) (STRONG ECONOMY WITH MORE QUALITY JOBS)

14. 041-2024 – MOTION APPROVING WITH STAFF'S RECOMMENDED CONDITIONS A PROPOSED PRELIMINARY PLAT OF WESTRIDGE PARK ADDITION, SECTION 55, BEING A PLAT OF A 28.97-ACRE TRACT OF LAND OUT OF THE NORTHWEST QUARTER OF SECTION 48, BLOCK 40, T-1-S, T&P RR CO. SURVEY, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED ON THE NORTHEAST CORNER OF THE INTERSECTION OF TRADEWINDS BOULEVARD AND LEISURE DRIVE) **(DISTRICT 1) (DEVELOPMENT SERVICES) (QUALITY OF LIFE AND PLACE)**

15. 042-2024 – MOTION APPROVING WITH STAFF'S RECOMMENDED CONDITIONS A PROPOSED PRELIMINARY PLAT OF PARKWAY SOUTH ADDITION, SECTION 4, BEING A REPLAT OF LOT 1, BLOCK 2, PARKWAY SOUTH ADDITION, SECTION 2, AND AN 8.0-ACRE TRACT OF LAND AND A 0.429-ACRE TRACT OF LAND OUT OF SECTION 2, BLOCK 39, T-2-S, T&P RR CO. SURVEY, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED ON THE SOUTHWEST CORNER OF THE INTERSECTION OF SOUTH LAMESA ROAD AND EAST GIST AVENUE) **(DISTRICT 1) (DEVELOPMENT SERVICES) (QUALITY OF LIFE AND PLACE)**

16. 2024-067 – RESOLUTION AUTHORIZING THE ADOPTION OF THE CITY OF MIDLAND'S VISION ZERO POLICY **(DISTRICT: ALL) (DEVELOPMENT SERVICES) (SET THE STANDARD FOR A SAFE AND SECURE CITY)**

17. 2024-068 – RESOLUTION AUTHORIZING THE CITY MANAGER, DEPUTY CITY MANAGER, OR AN ASSISTANT CITY MANAGER TO EXECUTE ALL AGREEMENTS AND DOCUMENTS AND TAKE ALL ACTIONS NECESSARY TO CONVEY TO THE STATE OF TEXAS A 0.2869-ACRE TRACT OF LAND OUT OF SECTION 22, A 0.5845-ACRE TRACT OF LAND OUT OF SECTION 27, AND A 0.2680-ACRE TRACT OF LAND OUT OF SECTION 35, ALL OUT OF BLOCK 40, T-1-S, T&P RR CO. SURVEY, MIDLAND COUNTY, TEXAS; SAID CONVEYANCE BEING AUTHORIZED BY SECTION 203.055 OF THE TEXAS TRANSPORTATION CODE AND BEING FOR THE PURPOSE OF CONSTRUCTING AND MAINTAINING PUBLIC IMPROVEMENTS ALONG STATE HIGHWAY 158 AT OR ABOUT THE INTERSECTION WITH COUNTY ROAD 60 **(DISTRICT 4) (UTILITIES) (STRENGTHEN AND SUSTAIN OUR INFRASTRUCTURE)**

18. 043-2024 – MOTION AUTHORIZING AND EXECUTING A RIGHT-OF-WAY LICENSE BETWEEN THE CITY OF MIDLAND AND ENDEAVOR ENERGY RESOURCES, L.P., REGARDING CITY-OWNED PROPERTY DESCRIBED AS SECTIONS 5 AND 6, BLOCK 39, T-2-S, T&P RR CO. SURVEY, MIDLAND COUNTY, TEXAS **(DISTRICT 2) (UTILITIES) (STRENGTHEN AND SUSTAIN OUR INFRASTRUCTURE)**

19. 044-2024 – MOTION AUTHORIZING THE EXECUTION OF A RIGHT-OF-WAY LICENSE (23-329-003) BETWEEN THE CITY OF MIDLAND AND BRAZOS MIDLAND GAS, LLC, REGARDING CITY-OWNED PROPERTY DESCRIBED AS SECTION 19, BLOCK 36, T-3-

S, T&P RR CO. SURVEY, MIDLAND COUNTY, TEXAS **(DISTRICT: NONE) (UTILITIES) (STRONG ECONOMY WITH MORE QUALITY JOBS)**

SECOND READINGS

20. 10499 – AN ORDINANCE VACATING AND ABANDONING AN 897-SQUARE FOOT PORTION OF WEST TENNESSEE AVENUE RIGHT-OF-WAY AND A 925-SQUARE FOOT PORTION OF WEST OHIO AVENUE RIGHT-OF-WAY, BOTH LOCATED ADJACENT TO BLOCK 8, ORIGINAL TOWN ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED AT THE SOUTHEAST CORNER OF THE INTERSECTION OF WEST TENNESSEE AVENUE AND NORTH LORAINE STREET, AND AT THE NORTHEAST CORNER OF THE INTERSECTION OF WEST OHIO AVENUE AND NORTH LORAINE STREET); ADOPTING THE APPRAISAL BY THE ASSISTANT CITY MANAGER OF $3,644.00; RETAINING A NONEXCLUSIVE UTILITY EASEMENT; AND ORDERING RECORDATION BY THE CITY SECRETARY (MARCH 19, 2024) **(DISTRICT 2) (DEVELOPMENT SERVICES) (QUALITY OF LIFE AND PLACE)**

21. 10500 – AN ORDINANCE GRANTING A SPECIAL EXCEPTION FOR TRACT 34, MELODY ACRES, SECTION 2, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED ON THE NORTH SIDE OF ROBIN LANE, APPROXIMATELY 585 FEET WEST OF NORTH MIDLAND DRIVE), BY PERMITTING AN INCREASED MAXIMUM SQUARE FOOTAGE OF ALL ACCESSORY BUILDINGS; 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 (MARCH 19, 2024) **(DISTRICT 4) (DEVELOPMENT SERVICES) (QUALITY OF LIFE AND PLACE)**

22. 10501 – AN ORDINANCE RELEASING FROM THE CITY OF MIDLAND'S EXTRATERRITORIAL JURISDICTION A 62.302-ACRE TRACT OF LAND, A 7.85-ACRE TRACT OF LAND, A 5.84-ACRE TRACT OF LAND, AND A 12.19-ACRE TRACT OF LAND, ALL OUT OF SECTION 12, BLOCK 39, T-2-S, T&P RR CO. SURVEY, MIDLAND COUNTY, TEXAS; DIRECTING THE CITY MANAGER OR THE CITY MANAGER'S DESIGNEE TO GIVE NOTICE OF THIS RELEASE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; AND ORDERING PUBLICATION (MARCH 19, 2024) **(DISTRICT: NONE) (DEVELOPMENT SERVICES) (QUALITY OF LIFE AND PLACE)**

PUBLIC HEARINGS

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

23. 10502 – AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO GRANT A SPECIFIC USE DESIGNATION WITH TERM FOR A 2,034-SQUARE FOOT PORTION OF LOT 1-H, BLOCK 5, COLONY PLACE, SECTION 5, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED AT THE SOUTHEAST CORNER OF THE INTERSECTION OF WEST WADLEY AVENUE AND NORTH GARFIELD STREET), WHICH IS PRESENTLY ZONED RR, REGIONAL RETAIL

DISTRICT, ALLOWING SAID PROPERTY TO BE USED FOR THE SALE OF ALL ALCOHOLIC BEVERAGES IN A BREWPUB 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) (QUALITY OF LIFE AND PLACE)**

24. 10503 – AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO GRANT A SPECIFIC USE DESIGNATION WITH TERM FOR AN 8,076-SQUARE FOOT PORTION OF LOT 1, BLOCK 2, CLAYDESTA PLAZA ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED AT THE NORTHWEST CORNER OF THE INTERSECTION OF WEST WADLEY AVENUE AND NORTH BIG SPRING STREET), WHICH IS PRESENTLY ZONED PD, PLANNED DEVELOPMENT DISTRICT FOR A MIXED USE, ALLOWING SAID PROPERTY TO BE USED FOR THE SALE OF ALL ALCOHOLIC BEVERAGES IN A RESTAURANT FOR ON-PREMISES CONSUMPTION; MAKING SAID DESIGNATION SUBJECT TO CERTAIN CONDITIONS AND RESTRICTIONS CONTAINED HEREIN; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION **(DISTRICT 3) (DEVELOPMENT SERVICES) (STRONG ECONOMY WITH MORE QUALITY JOBS)**

25. 10504 – AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO GRANT A SPECIFIC USE DESIGNATION WITH TERM FOR A 6,261-SQUARE FOOT PORTION OF LOT 3A, BLOCK 3, MAYFIELD PLACE, SECTION 8, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED AT THE NORTHEAST CORNER OF THE INTERSECTION OF NORTH MIDKIFF ROAD AND MOCKINGBIRD LANE), WHICH IS PRESENTLY ZONED RR, REGIONAL RETAIL DISTRICT, ALLOWING SAID PROPERTY TO BE USED FOR THE SALE OF ALL ALCOHOLIC BEVERAGES IN A RESTAURANT FOR ON-PREMISES CONSUMPTION; MAKING SAID DESIGNATION SUBJECT TO CERTAIN CONDITIONS AND RESTRICTIONS CONTAINED HEREIN; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION **(DISTRICT 1) (DEVELOPMENT SERVICES) (STRONG ECONOMY WITH MORE QUALITY JOBS)**

26. 10505 – AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO GRANT A SPECIFIC USE DESIGNATION WITH TERM FOR A 3,094-SQUARE FOOT PORTION OF LOT 3A, BLOCK 3, MAYFIELD PLACE ADDITION, SECTION 8, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED AT THE NORTHEAST CORNER OF THE INTERSECTION OF NORTH MIDKIFF ROAD AND MOCKINGBIRD LANE), WHICH IS PRESENTLY ZONED RR, REGIONAL RETAIL DISTRICT, ALLOWING SAID PROPERTY TO BE USED FOR THE SALE OF ALL ALCOHOLIC BEVERAGES IN A RESTAURANT FOR ON-PREMISES CONSUMPTION; MAKING SAID DESIGNATION SUBJECT TO CERTAIN CONDITIONS AND

RESTRICTIONS CONTAINED HEREIN; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION **(DISTRICT 1) (DEVELOPMENT SERVICES) (QUALITY OF LIFE AND PLACE)**

27. 10506 – AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE A 20.91-ACRE TRACT OF LAND OUT OF LOT 8, BLOCK 2, PAVILION PARK ADDITION, SECTION 7, AND SECTION 1, BLOCK X, H.P. HILLARD SURVEY, CITY AND COUNTY OF MIDLAND, TEXAS, FROM AE, AGRICULTURAL ESTATE DISTRICT TO SF-2, SINGLE-FAMILY DWELLING DISTRICT (GENERALLY LOCATED ON THE NORTH SIDE OF SOLOMON LANE, APPROXIMATELY 900 FEET EAST OF TRENWOOD 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 1) (DEVELOPMENT SERVICES) (STRENGTHEN AND SUSTAIN OUR INFRASTRUCTURE)**

28. 10507 – AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE LOTS 4, 5, AND 6, BLOCK 1, COWDEN ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS, FROM O-1, OFFICE DISTRICT TO TH, TOWNHOUSE (ATTACHED) DWELLING DISTRICT (GENERALLY LOCATED AT THE NORTHWEST CORNER OF THE INTERSECTION OF GEORGE AVENUE AND BRYANT 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 4) (DEVELOPMENT SERVICES) (QUALITY OF LIFE AND PLACE)**

29. 10508 – AN ORDINANCE GRANTING A SPECIAL EXCEPTION FOR LOTS 10, 11 AND 12, BLOCK 82, ORIGINAL TOWN ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED AT THE NORTHWEST CORNER OF THE INTERSECTION OF EAST INDIANA AVENUE AND SOUTH FORT WORTH STREET), BY PERMITTING A REDUCED MINIMUM FRONT YARD SETBACK AND A REDUCED MINIMUM SIDE YARD SETBACK ON THE WEST SIDE OF THE PROPERTY; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); ORDERING RECORDATION BY THE CITY SECRETARY IN THE DEED RECORDS OF MIDLAND COUNTY, TEXAS; AND ORDERING PUBLICATION **(DISTRICT 2) (DEVELOPMENT SERVICES) (QUALITY OF LIFE AND PLACE)**

30. 10509 – AN ORDINANCE GRANTING A SPECIAL EXCEPTION FOR LOT 15, BLOCK 1, SOLOMON ESTATES, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED ON THE NORTH SIDE OF CHARISMATIC DRIVE, APPROXIMATELY 350 FEET EAST OF SECRETARIAT STREET), BY PERMITTING AN INCREASED MAXIMUM NUMBER OF ACCESSORY BUILDINGS; 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 OF RECORDS OF MIDLAND COUNTY, TEXAS; AND ORDERING PUBLICATION **(DISTRICT 1) (DEVELOPMENT SERVICES) (QUALITY OF LIFE AND PLACE)**

31. 10510 – AN ORDINANCE GRANTING A SPECIAL EXCEPTION FOR LOT 77, BLOCK 4, QUAIL RUN ADDITION, SECTION 2, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED ON THE SOUTH SIDE OF THE WEST SIDE OF THE INTERSECTION OF BOBWHITE COURT AND BLUE QUAIL COURT), BY PERMITTING A REDUCED MINIMUM REAR YARD SETBACK AND REDUCED MINIMUM SIDE YARD SETBACKS ON THE EAST AND WEST SIDES OF THE PROPERTY; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); ORDERING RECORDATION BY THE CITY SECRETARY IN THE DEED RECORDS OF MIDLAND COUNTY, TEXAS; AND ORDERING PUBLICATION **(DISTRICT 1) (DEVELOPMENT SERVICES) (QUALITY OF LIFE AND PLACE)**

32. 2024-069 – RESOLUTION AUTHORIZING THE TEMPORARY USE OF LAND FOR A CARNIVAL ON LOT 9, BLOCK 17, SKYLINE TERRACE ADDITION, UNIT 7, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED ON THE SOUTH SIDE OF WEST LOOP 250 NORTH, APPROXIMATELY 485 FEET EAST OF BOULDER DRIVE) SUBJECT TO CERTAIN SPECIAL CONDITIONS AND RESTRICTIONS **(DISTRICT 1) (DEVELOPMENT SERVICES) (QUALITY OF LIFE AND PLACE)**

MISCELLANEOUS

33. 10511 – AN ORDINANCE ESTABLISHING INTERSECTION STOPS AT VARIOUS LOCATIONS WITHIN THE CITY OF MIDLAND, TEXAS; AUTHORIZING AND DIRECTING THE TRAFFIC ENGINEER TO INSTALL APPROPRIATE SIGNS AND MARKINGS AT THE DESIGNATED LOCATIONS; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO HUNDRED DOLLARS ($200.00); AND ORDERING PUBLICATION **(DISTRICT: ALL) (ENGINEERING SERVICES) (TRANSPARENT & CONSISTENT COMMUNICATION)**

PUBLIC COMMENT

34. 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

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

a. Section 551.087, Deliberate Economic Development Negotiations

a.1. Discuss business prospects that the City seeks to have locate, stay, or expand in or near the City of Midland, Texas, and discuss possible incentives.

b. Section 551.074, Personnel Matters

b.1. Deliberate the employment, evaluation, and duties of the Municipal Court Presiding Judge and Municipal Court Associate Judge.

Respectfully Submitted,

Tommy Gonzalez
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
March 19, 2024

The City Council convened in regular session in the Council Chamber, City Hall, Midland, Texas, at 10:00 a.m., March 19, 2024.

Council Members present:	Amy Stretcher Burkes, Robin Poole, Lori Blong, Scott Dufford, Jack Ladd, John Norman
Council Members absent:	None
Staff members present:	City Manager Tommy Gonzalez, City Attorney John Ohnemiller, Assistant City Manager Jose Ortiz

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

OPENING ITEMS

1. Invocation – Pastor Matt Koehler, Greenwood Baptist Church

2. Pledge of Allegiance

PRESENTATIONS

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

3a. Presentation of The BTE Leadership Awards.

The BTE Leadership Awards were not presented at this time.

3b. Presentation of Proclamation for “Midland Christian TAPPS 5A State Champions”.

3c. Presentation of Proclamation for “ Junior Mayor for the Day”.

3d. Presentation from Director of Finance Christy Weakland regarding Budget Forecast.

Finance Director Christy Weakland gave a brief five year budget forecast presentation. Ms. Weakland reviewed the budget and how it relates to the strategic plan beginning with the budget timeline, expenses vs revenues to FY2029, forecasted expenses, and revenue strategies.

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City Manager Tommy Gonzalez provided additional information regarding certain aspects of the budget.

Ms. Weakland also reviewed the differences between using bonds vs cash and the 2023 audit which led to zero findings.

3e. Presentation from Director of Engineering Gabe McClelland regarding potholes.

Engineering Services Director Gabriel McClelland gave a brief presentation on potholes and how repairing them relates to the City's strategic goals to strengthen and sustain our infrastructure. Mr. McClelland reviewed historical PCI data, potholes by the numbers, pothole request and repair challenges.

Mr. McClelland encouraged citizens to report potholes so that they may be fixed on a more timely basis; saving the City money in the long run.

Mr. McClelland also reported on the street maintenance toolbox and in-house concrete paving.

CONSENT AGENDA

4. MOTION APPROVING THE FOLLOWING MINUTES:

4a. REGULAR SESSION OF FEBRUARY 27, 2024

6. 2024-047 – RESOLUTION APPROVING A CONTRACT WITH HI-LITE AIRFIELD SERVICES LLC, THROUGH SOURCEWELL, FOR PAINTING MOBILIZATION, PAVEMENT MARKING, RETRO-REFLECTIVE TESTING, AND RUBBER MOBILIZATION AND REMOVAL SERVICES FOR A TOTAL COST OF $778,170.00 **(DISTRICT: NONE) (GENERAL SERVICES) (STRENGTHEN AND SUSTAIN OUR INFRASTRUCTURE)**

7. 2024-048 – RESOLUTION AWARDING A CONTRACT FOR THE FISCAL YEAR 2024 CITYWIDE PAVEMENT MARKING PROJECT TO THE SOLE BIDDER, TRP CONSTRUCTION GROUP, LLC OF LUBBOCK, TEXAS, AT A TOTAL COST NOT TO EXCEED $250,000.00; AND AUTHORIZING PAYMENT **(DISTRICT: ALL) (GENERAL SERVICES) (PROVIDE SOUND GOVERNANCE & FISCAL MANAGEMENT)**

8. 2024-049 – RESOLUTION APPROVING THE PURCHASE OF EIGHT (8) KANN REFUSE TRUCK BODIES ON INTERNATIONAL CABS AND CHASSIS AND THREE (3) ROLL-OFF TRUCKS FROM ROBERTS TRUCK CENTER OF TEXAS LLC DBA SUMMIT TRUCK GROUP THROUGH SOURCEWELL FOR A TOTAL COST OF $2,662,827.65 **(DISTRICT: NONE) (GENERAL SERVICES) (PROVIDE SOUND GOVERNANCE & FISCAL MANAGEMENT)**

9. 2024-050 – RESOLUTION APPROVING THE PURCHASE OF SIX (6) PICKUP TRUCKS WITH UPFITTING FROM CHASTANG ENTERPRISES, INC., THROUGH THE HOUSTON-

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GALVESTON AREA COUNCIL FOR A TOTAL COST OF $652,834.00 **(DISTRICT: NONE) (GENERAL SERVICES) (PROVIDE SOUND GOVERNANCE & FISCAL MANAGEMENT)**

10. 2024-051 – RESOLUTION AUTHORIZING THE PURCHASE OF VARIOUS VEHICLES FOR THE GENERAL SERVICES DEPARTMENT FOR A TOTAL COST OF $1,675,129.00 **(DISTRICT: NONE) (GENERAL SERVICES) (PROVIDE SOUND GOVERNANCE & FISCAL MANAGEMENT)**

11. 2024-052 – RESOLUTION AUTHORIZING THE PURCHASE OF A GENIE AERIAL LIFT FROM MEDLEY EQUIPMENT COMPANY FOR A TOTAL COST OF $183,000.00 **(DISTRICT: NONE) (GENERAL SERVICES) (PROVIDE SOUND GOVERNANCE & FISCAL MANAGEMENT)**

12. 2024-053 – RESOLUTION AWARDING A CONTRACT FOR SERVICES RELATING TO THE CREATION OR AMENDMENT OF TAX INCREMENT REINVESTMENT ZONES, THE CREATION OR AMENDMENT OF PUBLIC IMPROVEMENT DISTRICTS, AND ECONOMIC DEVELOPMENT CONSULTING TO DAVID PETTIT ECONOMIC DEVELOPMENT, LLC OF FORT WORTH, TEXAS, AT A TOTAL COST NOT TO EXCEED $180,000.00 PLUS REIMBURSABLE EXPENSES NOT TO EXCEED $7,500.00; AND AUTHORIZING PAYMENT **(DISTRICT: ALL) (GENERAL SERVICES) (PROVIDE SOUND GOVERNANCE & FISCAL MANAGEMENT)**

13. 032-2024 – MOTION APPROVING THE PLANS AND SPECIFICATIONS FOR THE MAF AIRFIELD WILDLIFE FENCE IMPROVEMENT PROJECT, SAID PLANS AND SPECIFICATIONS BEING ON FILE IN THE CITY SECRETARY'S OFFICE REFERENCED BY THE NUMBER AND DATE OF THIS MOTION; AND AUTHORIZING THE CITY MANAGER OR THE CITY MANAGER'S DESIGNEE TO ADVERTISE FOR COMPETITIVE BIDS FOR SAID PROJECT PURSUANT TO THE STATUTES OF THE STATE OF TEXAS FOR ACCOMPLISHING THE WORK SET FORTH IN SAID PLANS AND SPECIFICATIONS **(DISTRICT 4) (AIRPORTS) (TRANSPARENT & CONSISTENT COMMUNICATION)**

14. 033-2024 – MOTION APPROVING THE PLANS AND SPECIFICATIONS FOR THE MAF WILDLIFE IMPROVEMENTS – SOUTH DRAINAGE PROJECT, SAID PLANS AND SPECIFICATIONS BEING ON FILE IN THE CITY SECRETARY'S OFFICE REFERENCED BY THE NUMBER AND DATE OF THIS MOTION; AND AUTHORIZING THE CITY MANAGER OR THE CITY MANAGER'S DESIGNEE TO ADVERTISE FOR COMPETITIVE BIDS FOR SAID PROJECT PURSUANT TO THE STATUTES OF THE STATE OF TEXAS FOR ACCOMPLISHING THE WORK SET FORTH IN SAID PLANS AND SPECIFICATIONS **(DISTRICT 4) (AIRPORTS) (TRANSPARENT & CONSISTENT COMMUNICATION)**

15. 034-2024 – MOTION APPROVING THE PLANS AND SPECIFICATIONS FOR THE MAF RECONSTRUCT ASPHALT AIR CARRIER APRON PROJECT, SAID PLANS AND SPECIFICATIONS BEING ON FILE IN THE CITY SECRETARY'S OFFICE REFERENCED

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BY THE NUMBER AND DATE OF THIS MOTION; AND AUTHORIZING THE CITY MANAGER OR THE CITY MANAGER'S DESIGNEE TO ADVERTISE FOR COMPETITIVE BIDS FOR SAID PROJECT PURSUANT TO THE STATUTES OF THE STATE OF TEXAS FOR ACCOMPLISHING THE WORK SET FORTH IN SAID PLANS AND SPECIFICATIONS **(DISTRICT 4) (AIRPORTS) (TRANSPARENT & CONSISTENT COMMUNICATION)**

16. 035-2024 – MOTION AUTHORIZING THE MAYOR AND THE CITY ATTORNEY TO EXECUTE AN ATP GRANT AGREEMENT IN ORDER TO RECEIVE AN ESTIMATED AMOUNT OF $2,800,00.00 FOR THE DESIGN WORK ASSOCIATED WITH THE REPLACEMENT AND MODERNIZATION OF THE HVAC AND RELATED SYSTEMS, RESTROOMS, AND PASSENGER SCREENING AREA AT THE MIDLAND INTERNATIONAL AIR & SPACE PORT TERMINAL BUILDING **(DISTRICT 4) (AIRPORTS) (TRANSPARENT & CONSISTENT COMMUNICATION)**

17. 036-2024 – MOTION AUTHORIZING THE EXECUTION OF SPORTS AGREEMENTS WITH THE FOLLOWING ORGANIZATIONS: BOYS AND GIRLS CLUB OF THE PERMIAN BASIN; MIDLAND JUNIOR BASEBALL ASSOCIATION, INC.; MIDLAND SOCCER ASSOCIATION, INC.; MIDLAND SOFTBALL ASSOCIATION, INC.; MIDLAND UNITED GIRLS SOFTBALL ASSOCIATION, INC.; TEXAS CRICKET CLUB; UNDER THE LIGHTS FLAG FOOTBALL LEAGUE; WEST TEXAS BMX; AND THE YMCA OF MIDLAND; SAID AGREEMENTS PROVIDING FOR THE ORGANIZATIONS' ADMINISTRATION OF RECREATIONAL PROGRAMS, SPECIAL EVENTS, AND OTHER RELATED SERVICES THROUGH THE USE OF CITY-OWNED PROPERTY AND FACILITIES **(DISTRICT: ALL) (COMMUNITY SERVICES) (QUALITY OF LIFE AND PLACE)**

18. 2024-054 – RESOLUTION GRANTING VARIANCES FOR THREE OIL AND GAS WELLS TO BE LOCATED CLOSER THAN 500 FEET OF AN OCCUPIED RESIDENCE OR COMMERCIAL STRUCTURE; APPROVING THE ISSUANCE OF PERMITS TO PERMIAN DEEP ROCK OIL CO., LLC ("OPERATOR") TO DRILL SAID OIL AND GAS WELLS LOCATED IN SECTION 14, BLOCK 39, T-1-S, T&P RR CO. SURVEY, CITY OF MIDLAND, MIDLAND COUNTY, TEXAS (GENERALLY LOCATED BETWEEN 931 FEET AND 959 FEET EAST OF NORTH A STREET EXTENSION AND BETWEEN 1,882 FEET AND 1,910 FEET SOUTH OF WEST LOOP 250 NORTH); AND PROVIDING THAT SAID PERMITS DO NOT REQUIRE A NEW ROAD REPAIR AGREEMENT BUT SHALL BE CONSOLIDATED UNDER AN EXISTING ROAD REPAIR AGREEMENT **(DISTRICT 3) (DEVELOPMENT SERVICES) (SET THE STANDARD FOR A SAFE AND SECURE CITY)**

19. 037-2024 – MOTION APPROVING WITH STAFF'S RECOMMENDED CONDITIONS A PROPOSED PRELIMINARY PLAT OF PAVILION PARK ADDITION, SECTION 15, BEING A REPLAT OF A 90.60-ACRE TRACT OF LAND OUT OF LOT 8, BLOCK 2, PAVILION PARK ADDITION, SECTION 7, AND A PLAT OF A 10-ACRE TRACT OF LAND OUT OF SECTION 1, BLOCK X, H.P. HILLARD SURVEY, CITY AND COUNTY MIDLAND COUNTY TEXAS (GENERALLY LOCATED ON THE NORTH SIDE OF SOLOMON LANE, APPROXIMATELY 1,155 FEET WEST OF NORTH FAIRGROUNDS ROAD) **(DISTRICT 1) (DEVELOPMENT SERVICES) QUALITY OF LIFE AND PLACE**

DRAFT

22. 2024-056 – RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIDLAND, TEXAS, APPROVING CERTAIN AMENDMENTS TO THE GENERAL ORDERS OF THE MIDLAND POLICE DEPARTMENT; AND PROVIDING THAT THE CITY COUNCIL IS THE POLICYMAKING AUTHORITY OF THE CITY OF MIDLAND **(DISTRICT: NONE) (POLICE) (SET THE STANDARD FOR A SAFE AND SECURE CITY)**

23. 2024-057 – RESOLUTION AUTHORIZING THE CITY MANAGER, DEPUTY CITY MANAGER, OR AN ASSISTANT CITY MANAGER TO EXECUTE ALL AGREEMENTS AND DOCUMENTS AND TAKE ALL ACTIONS NECESSARY TO CONVEY TO THE STATE OF TEXAS AN APPROXIMATE 2.87-ACRE TRACT OF CITY-OWNED LAND OUT OF SECTION 35, BLOCK 40, T-1-S, T&P RR CO. SURVEY, MIDLAND COUNTY, TEXAS; SAID CONVEYANCE BEING AUTHORIZED BY SECTION 203.055 OF THE TEXAS TRANSPORTATION CODE **(DISTRICT 4) (UTILITIES) (STRENGTHEN AND SUSTAIN OUR INFRASTRUCTURE)**

Robin Poole moved to approve Consent Agenda items 4-23, excluding items 5, 20 & 21; seconded by Amy Stretcher Burkes.

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

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

5. 2024-046 – RESOLUTION DECLARING THE CITY'S EXPECTATION TO REIMBURSE EXPENDITURES WITH PROCEEDS OF FUTURE DEBT

   ITEM PULLED BY STAFF; NO ACTION TAKEN

20. 2024-055 – RESOLUTION AUTHORIZING THE EXECUTION OF AN AGREEMENT WITH MIDLAND COUNTY FOR SAID COUNTY TO PARTICIPATE IN TAX INCREMENT REINVESTMENT ZONE NUMBER TWO

    Council Member Ladd thanked Midland County for participating in this program and for their help.

    Jack Ladd moved to approve Resolution No. 2024-055; seconded by John Norman.

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

21. 038-2024 – MOTION APPROVING A PROMOTIONAL AGREEMENT BETWEEN THE

DRAFT

MIDLAND DEVELOPMENT CORPORATION AND SPACE FORCE ASSOCIATION TEXAS, INC., TO ADVERTISE AND PUBLICIZE THE CITY OF MIDLAND FOR THE PURPOSE OF DEVELOPING NEW AND EXPANDED BUSINESS ENTERPRISES

Midland Development Corporation Director, Sara Harris, gave a brief overview of the Space Force Association noting that Midland competed among other cities around the state to have the headquarters in Midland for a term of six years. This will bring all of the industry events, conferences and more to Midland for the next 10 years.

Jack Ladd moved to approve Resolution No. 038-2024; seconded by John Norman.

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

SECOND READINGS

24. 10494 – AN ORDINANCE VACATING AND ABANDONING A 0.027-ACRE PORTION OF FIREWHEEL ROAD RIGHT-OF-WAY AND NORTH FAIRGROUNDS ROAD RIGHT-OF-WAY LOCATED ADJACENT TO LOT 83, BLOCK 1, MOCKINGBIRD RIDGE, SECTION 1, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED ON THE EAST SIDE OF THE INTERSECTION OF FIREWHEEL ROAD AND NORTH FAIRGROUNDS ROAD); ADOPTING THE APPRAISAL BY THE ASSISTANT CITY MANAGER OF $11.92; AND ORDERING RECORDATION BY THE CITY SECRETARY (FIRST READING HELD FEBRUARY 27, 2024) **(DISTRICT 1) (DEVELOPMENT SERVICES) (QUALITY OF LIFE AND PLACE)**

Chief Deputy City Secretary Vanessa Magallanes read the caption of Ordinance No. 10494.

Jack Ladd moved to approve the second and final reading of Ordinance No. 10494; seconded by John Norman.

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

25. 10495 – AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE A 2.61-ACRE TRACT OF LAND OUT OF SECTION 33, BLOCK 39, T-1-S, T&P RR CO. SURVEY, CITY AND COUNTY OF MIDLAND, TEXAS, FROM SF-2, SINGLE-FAMILY DWELLING DISTRICT, IN PART, AND RR, REGIONAL RETAIL DISTRICT, IN PART, TO RR, REGIONAL RETAIL DISTRICT (GENERALLY LOCATED ON THE SOUTH SIDE OF WEST WALL STREET, APPROXIMATELY 580 FEET WEST OF MANN STREET); CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF

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TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION (FIRST READING HELD FEBRUARY 27, 2024) **(DISTRICT 2) (DEVELOPMENT SERVICES) (QUALITY OF LIFE AND PLACE)**

Chief Deputy City Secretary Vanessa Magallanes read the caption of Ordinance No. 10495.

John Norman moved to approve the second and final reading of Ordinance No. 10495; seconded by Jack Ladd.

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

26. 10496 – AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE LOT 6, BLOCK 14, 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 AT THE NORTHWEST CORNER OF THE INTERSECTION OF EAST WASHINGTON AND SOUTH CLAY 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 (FIRST READING HELD FEBRUARY 27, 2024) **(DISTRICT 2) (DEVELOPMENT SERVICES) (QUALITY OF LIFE AND PLACE)**

Chief Deputy City Secretary Vanessa Magallanes read the caption of Ordinance No. 10496.

John Norman moved to approve the second and final reading of Ordinance No. 10496; seconded by Scott Dufford.

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

27. 10497 – AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE A 6.15-ACRE TRACT OF LAND OUT OF SECTION 36, BLOCK 39, T-1-S, T&P RR CO. SURVEY, CITY AND COUNTY OF MIDLAND, TEXAS, FROM LI, LIGHT INDUSTRIAL DISTRICT TO BP, I-20 BUSINESS PARK DISTRICT (GENERALLY LOCATED AT THE NORTHEAST CORNER OF THE INTERSECTION OF EAST FRONT STREET AND NORTH ADAMS 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 (FIRST READING HELD FEBRUARY 27, 2024) **(DISTRICT 2) (DEVELOPMENT SERVICES) (QUALITY OF LIFE AND PLACE)**

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Chief Deputy City Secretary Vanessa Magallanes read the caption of Ordinance No. 10497.

John Norman moved to approve the second and final reading of Ordinance No. 10497; seconded by Jack Ladd.

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

28. 10498 – AN ORDINANCE AMENDING TITLE IV, "BUILDING REGULATIONS", CHAPTER 8, "DANGEROUS AND DILAPIDATED BUILDINGS", OF THE CITY CODE OF MIDLAND, TEXAS, BY CHANGING THE HEADING OF SAID CHAPTER 8 TO "SUBSTANDARD BUILDINGS", RECODIFYING SECTION 7, "ABATEMENT OF SUBSTANDARD BUILDINGS", AS SECTION 1, ESTABLISHING MINIMUM STANDARDS, ADDING SECTION 2, "ADDITIONAL AUTHORITY TO SECURE SUBSTANDARD BUILDINGS", SO AS TO ESTABLISH AN ALTERNATE PROCEDURE FOR SECURING A SUBSTANDARD BUILDING, ADDING SECTION 3, "PROHIBITING ENTRY INTO SUBSTANDARD BUILDINGS", SO AS TO AUTHORIZE THE BUILDING OFFICIAL TO PROHIBIT ENTRY INTO AND OCCUPANCY OF A SUBSTANDARD BUILDING, AND REMOVING CONFLICTING SECTIONS FROM SAID CHAPTER; PROVIDING FOR NOTICE AND A HEARING; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; ESTABLISHING AN EFFECTIVE DATE OF APRIL 1, 2024; AND ORDERING PUBLICATION (FIRST READING HELD FEBRUARY 27, 2024) **(DISTRICT: ALL) (DEVELOPMENT SERVICES) (SET THE STANDARD FOR A SAFE AND SECURE CITY)**

Chief Deputy City Secretary Vanessa Magallanes read the caption of Ordinance No. 10498.

City Manager Tommy Gonzalez reported this will go into effect April 1, 2024.

Planning & Development Officer Elizabeth Triggs reported on the notification process, the boarding up process and next steps.

John Norman moved to approve the second and final reading of Ordinance No. 10498; seconded by Jack Ladd.

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

PUBLIC HEARINGS

DRAFT

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

29. 10499 – AN ORDINANCE VACATING AND ABANDONING AN 897-SQUARE FOOT PORTION OF WEST TENNESSEE AVENUE RIGHT-OF-WAY AND A 925-SQUARE FOOT PORTION OF WEST OHIO AVENUE RIGHT-OF-WAY, BOTH LOCATED ADJACENT TO BLOCK 8, ORIGINAL TOWN ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED AT THE SOUTHEAST CORNER OF THE INTERSECTION OF WEST TENNESSEE AVENUE AND NORTH LORAINE STREET, AND AT THE NORTHEAST CORNER OF THE INTERSECTION OF WEST OHIO AVENUE AND NORTH LORAINE STREET); ADOPTING THE APPRAISAL BY THE ASSISTANT CITY MANAGER OF $3,644.00; RETAINING A NONEXCLUSIVE UTILITY EASEMENT; AND ORDERING RECORDATION BY THE CITY SECRETARY **(DISTRICT 2) (DEVELOPMENT SERVICES) (QUALITY OF LIFE AND PLACE)**

Chief Deputy City Secretary Vanessa Magallanes read the caption of Ordinance No. 10499.

Mayor Blong opened the public hearing at 10:53 a.m. There being no one present wishing to speak, the public hearing was immediately closed.

John Norman moved to approve the first of two readings of Ordinance No. 10499; seconded by Amy Stretcher Burkes.

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

30. 10500 – AN ORDINANCE GRANTING A SPECIAL EXCEPTION FOR TRACT 34, MELODY ACRES, SECTION 2, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED ON THE NORTH SIDE OF ROBIN LANE, APPROXIMATELY 585 FEET WEST OF NORTH MIDLAND DRIVE), BY PERMITTING AN INCREASED MAXIMUM SQUARE FOOTAGE OF ALL ACCESSORY BUILDINGS; 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)**

Chief Deputy City Secretary Vanessa Magallanes read the caption of Ordinance No. 10500.

Development Services Planning Manager Xavier Bauguess gave a brief overview of the item noting the owner is requesting square footage for an accessory building that is more than the maximum square footage allowed. Staff is requesting denial.

Mr. Bauguess provided details about the 10% of the square footage of the lot with regard to

DRAFT

the City Code. Planning & Development Officer Elizabeth Triggs reported more research is needed and provided the purpose of the Code regulation.

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

Kevin Doan, 4616 Woodbar Court spoke in favor of this item being allowed.

Joanna Brownlee, 5008 Widener Strip, reported this is her future house and spoke in favor of this item passing.

There being no one else wishing to speak, the public hearing was closed at 11:05 a.m.

John Norman moved to approve the first of two readings of Ordinance No. 10500; seconded by Scott Dufford.

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

MISCELLANEOUS

31. 10501 – AN ORDINANCE RELEASING FROM THE CITY OF MIDLAND'S EXTRATERRITORIAL JURISDICTION A 62.302-ACRE TRACT OF LAND, A 7.85-ACRE TRACT OF LAND, A 5.84-ACRE TRACT OF LAND, AND A 12.19-ACRE TRACT OF LAND, ALL OUT OF SECTION 12, BLOCK 39, T-2-S, T&P RR CO. SURVEY, MIDLAND COUNTY, TEXAS; DIRECTING THE CITY MANAGER OR THE CITY MANAGER'S DESIGNEE TO GIVE NOTICE OF THIS RELEASE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; AND ORDERING PUBLICATION **(DISTRICT: NONE) (DEVELOPMENT SERVICES) (QUALITY OF LIFE AND PLACE)**

Chief Deputy City Secretary Vanessa Magallanes read the caption of Ordinance No. 10501.

Development Services Planning Manager Xavier Bauguess gave a brief overview of the item noting the client would like to be released from the ETJ.

City Attorney John Ohnemiller reported that this is a new state law and must be followed.

Scott Dufford moved to approve the first of two readings of Ordinance No. 10501; seconded by Jack Ladd.

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

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32. 039-2024 – DISCUSS AND TAKE ACTION ON OPPORTUNITIES TO SUPPORT THE EXPANSION OF PUBLIC RECREATIONAL FACILITIES WITHIN THE CITY OF MIDLAND TO ENHANCE THE QUALITY OF LIFE AND PLACE FOR THE COMMUNITY **(DISTRICT: NONE) (COMMUNITY SERVICES) (QUALITY OF LIFE AND PLACE)**

This item was taken up after Executive Session at 12:50 p.m.

Mayor Blong reported the Council agrees they would like to participate in a community discussion if that is the wish of the County and School district, however, the school board would need to lead the conversation since they own the property and it is their facility.

DISCUSSION ONLY; NO ACTION TAKEN.

33. MOTION MAKING APPOINTMENTS TO VARIOUS BOARDS AND COMMISSIONS **(DISTRICT: NONE) (CITY SECRETARY)**

John Norman moved to appoint Shonna Garcia to the Citizens Development Hotel/Motel Advisory board; seconded by Robin Poole.

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

PUBLIC COMMENT

34. 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.)

Paul Molnar, 10 Aurburn Court, spoke of his concern about losing Ranchland Hills Golf Course.

Bill Kirby, 5017 Bell Grove Court, spoke about saving Ranchland Hills Golf Course.

Martha Manulik, 1408 West Cuthbert, spoke about saving Ranchland Hills Golf Course.

Grier Brunson, 1900 Holloway Avenue, spoke about issues with parks and playgrounds and their ordinances. Mayor Blong requested that City Manager Tommy Gonzalez look into this for Mr. Brunson

EXECUTIVE SESSION

1. 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:

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Mayor Blong recessed the City Council meeting to go into Executive Session at 11:32 a.m.

a. Section 551.087, Deliberate Economic Development Negotiations

a.1. Discuss business prospects that the City seeks to have locate, stay, or expand in or near the City of Midland, Texas, and discuss possible incentives.

b. Section 551.072, Deliberation Regarding Real Property

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

All the business at hand having been completed, the meeting adjourned at 12:52 p.m.

PASSED AND APPROVED April 9, 2024.

_____

Lori Blong, Mayor

ATTEST:

_____

Marcia Bentley-German
City Governance Officer/City Secretary

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City Council Meeting

Item Number: 4

Meeting Date: April 9, 2024

To: City Council / City Manager

From: Erika Martinez, Manager, Purchasing

Subject: **RESOLUTION AWARDING A CONTRACT FOR THE T24-01 TRAFFIC SIGNAL PROJECT TO THE SOLE BIDDER, WILLIS ELECTRIC CO., LP OF ABILENE, TEXAS, AT A TOTAL COST OF $622,177.00; APPROVING $62,217.70 FOR CONTINGENCIES; TRANSFERRING AND APPROPRIATING FUNDS; AND AUTHORIZING PAYMENT (DISTRICT: ALL) (GENERAL SERVICES) (STRENGTHEN AND SUSTAIN OUR INFRASTRUCTURE)**

Purpose:

Resolution awarding a contract for the T24-01 Traffic Signal Projects for the Traffic Division to the sole bidder Willis Electric Co., LP, of Abilene, Texas for a cost of $622,177.00 plus $62,217.70 in contingencies for a total cost of $684,394.70.

Recommended City Council Action:

Approve

Fiscal Impact:

Funding is available in the General Fund Operating budget and will be transferred and appropriated to a project for said purpose.

Strategic Priority:

(Strengthen and Sustain our Infrastructure)

Discussion:

The City Manager approved plans and specifications and authorized advertisement for bids for the T24-01 Traffic Signal Project for the Traffic Division. The bid request was sent to twenty-

three (23) companies. We received a sole bid. Staff recommends awarding a contract to the sole bidder Willis Electric Co., LP for traffic signal updates at the intersection of Lamesa and Gist Avenue and at the intersection of Mockingbird and Magellan/Stonebridge. Please see the attached memo from Taha Sakrani, Senior Associate Traffic Engineer, for more information.

Therefore, please consider a resolution awarding a contract for the T24-01 Traffic Signal Projects for the Traffic Division to the sole bidder Willis Electric Co., LP, of Abilene, Texas for a cost of $622,177.00 plus $62,217.70 in contingencies for a total cost of $684,394.70.

Morris Williams Jr.

City Manager's Office

INTEROFFICE MEMORANDUM

TO: Erika Munoz Martinez; City of Midland, Purchasing Manager

FROM: Taha Sakrani, P.E.; City of Midland, City Traffic Engineer

SUBJECT: Traffic Signal ♦ Project T24-01 ♦ Bid Tabulation

DATE: March 27, 2024

We have reviewed the bid tabulation for the Traffic Signal project. Willis Electric Co. of Abilene, Texas, is the sole bidder and, therefore, the apparent low bidder. Staff recommends awarding the Traffic Signal project to Willis Electric Co. for the intersection at Lamesa and Gist Avenue and at Mockingbird and Magellan/Stonebridge, for a total amount not to exceed $684,394.70 ($ 622,177.00 bid plus $62,217.70 contingency).

Willis Electric Co. has an established history in the City of Midland and has performed to the City's satisfaction throughout the course of previous traffic signal projects.

Thank you for your assistance throughout the bidding and contracting process.

Taha Sakrani, P.E.
City Traffic Engineer

RESOLUTION NO. _____

RESOLUTION AWARDING A CONTRACT FOR THE T24-01 TRAFFIC SIGNAL PROJECT TO THE SOLE BIDDER, WILLIS ELECTRIC CO., LP OF ABILENE, TEXAS, AT A TOTAL COST OF $622,177.00; APPROVING $62,217.70 FOR CONTINGENCIES; TRANSFERRING AND APPROPRIATING FUNDS; AND AUTHORIZING PAYMENT

WHEREAS, the City Manager approved the plans and specifications and advertised for competitive bids for the T24-01 Traffic Signal Project (the "Project"); and

WHEREAS, Bid No. 24003097 was opened on March 13, 2024, with the sole bidder and lowest responsible bidder being Willis Electric Co., LP of Abilene, Texas ("Contractor"), having submitted a bid of $622,177.00 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 $622,177.00; 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 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 Contractor for said Project at a total cost of $622,177.00, 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 10 percent ($62,217.70).

SECTION THREE. That the sum of $684,394.70 shall be transferred and appropriated to a project account for said Project. The sum of $62,217.70 is approved for contract contingencies.

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 $684,394.70 from funds referenced 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., 2024, by the following vote:

Council members voting "AYE":

Council members voting "NAY":

_____
Lori Merritt Blong, Mayor

ATTEST:

_____
Marcia Bentley-German, City Secretary

RECOMMENDED AND APPROVED:

_____
Tommy Gonzalez, City Manager

APPROVED AS TO CONTENT
AND COMPLETENESS:

_____
Regina Stephenson, General Services Director

_____
Gabriel McClelland, Engineering Services Director

APPROVED ONLY AS TO FORM:

_____
John Ohnemiller, City Attorney

EXHIBIT "A"

24003097
T24-01 Traffic Signal Project
Open: March 13, 2024

Willis Electric CO.
4242 Sayles Blvd
Abilene, TX 79605

				Total Cost	$ 622,177.0	
#	**Items**	**Lowest**	**Unit**	**QuantityRequired**	**UnitPrice**	**TotalCost**
0						
#0-1	DRILL SHAFT (TRF SIG POLE) (30 IN)	$ 17,825.0	LF	31	$ 575	**$ 17,825.0**
#0-2	DRILL SHAFT (TRF SIG POLE) (36 IN)	$ 42,250.0	LF	65	$ 650	**$ 42,250.0**
#0-3	MOBILIZATION	$ 65,000.0	LS	1	$ 65,000.0	**$ 65,000.0**
#0-4	CONDT (PVC) (SCH 40) (2")	$ 1,750.0	LF	50	$ 35	**$ 1,750.0**
#0-5	CONDT (PVC) (SCH 40) (3")	$ 8,800.0	LF	220	$ 40	**$ 8,800.0**
#0-6	CONDT (PVC) (SCH 40) (3") (BORE)	$ 35,100.0	LF	650	$ 54	**$ 35,100.0**
#0-7	ELEC CONDR (NO. 8) BARE	$ 1,780.0	LF	890	$ 2	**$ 1,780.0**
#0-8	ELEC CONDR (NO. 6)INSULATED	$ 135.0	LF	60	$ 2.25	**$ 135.0**
#0-9	TRAY CABLE (3 CONDR) (12 AWG)	$ 4,440.0	LF	740	$ 6	**$ 4,440.0**
#0-10	GROUND BOX TY C (162911) W/APRON	$ 18,000.0	EA	8	$ 2,250.0	**$ 18,000.0**
#0-11	TY D (120/240)100(NS)AL(E)PS(U)	$ 26,500.0	EA	2	$ 13,250.0	**$ 26,500.0**
#0-12	REFL PAV MRK TY 1 (W) 4" (SLD)(100MIL)	$ 3,225.0	LF	645	$ 5	**$ 3,225.0**
#0-13	REFL PAV MRK TY 1 (W) 24" (SLD)(100MIL)	$ 18,300.0	LF	915	$ 20	**$ 18,300.0**
#0-14	REFL PAV MRK TY 1 (W) (ARROW)(100MIL)	$ 4,800.0	EA	8	$ 600	**$ 4,800.0**
#0-15	REFL PAV MRK TY 1 (Y) 4" (SLD)(100MIL)	$ 4,425.0	LF	885	$ 5	**$ 4,425.0**
#0-16	REFL PAV MRKR TY 1-C	$ 1,215.0	EA	27	$ 45	**$ 1,215.0**
#0-17	ELIM EXT PAV MRK&MRKS (4")	$ 11,232.0	LF	1248	$ 9	**$ 11,232.0**
#0-18	INSTALL HWY TRF SIG (ISOLATED)	$ 110,000.0	EA	2	$ 55,000.0	**$ 110,000.0**
#0-19	VEH SIG SEC (12 IN) LED (GRN)	$ 12,000.0	EA	24	$ 500	**$ 12,000.0**
#0-20	VEH SIG SEC (12 IN) LED (GRN ARW)	$ 2,000.0	EA	4	$ 500	**$ 2,000.0**
#0-21	VEH SIG SEC (12 IN) LED (YEL)	$ 12,000.0	EA	24	$ 500	**$ 12,000.0**
#0-22	VEH SIG SEC (12 IN) LED (YEL ARW)	$ 4,000.0	EA	8	$ 500	**$ 4,000.0**
#0-23	VEH SIG SEC (12 IN) LED (RED)	$ 12,000.0	EA	24	$ 500	**$ 12,000.0**
#0-24	VEH SIG SEC (12 IN) LED (RED ARW)	$ 4,000.0	EA	8	$ 500	**$ 4,000.0**
#0-25	PED SIG SEC (12 IN) LED (2 INDICATIONS)	$ 19,200.0	EA	16	$ 1,200.0	**$ 19,200.0**
#0-26	TRF SIG CBL (TY A)(14 AWG)(16 CONDR)	$ 7,095.0	LF	1290	$ 5.5	**$ 7,095.0**
#0-27	TRF SIG CBL (TY A)(14 AWG)(3 CONDR)	$ 6,450.0	LF	2580	$ 2.5	**$ 6,450.0**
#0-28	INS TRF SIG PL AM (S) 1 ARM (32') ILSN	$ 13,000.0	EA	2	$ 6,500.0	**$ 13,000.0**
#0-29	INS TRF SIG PL AM (S) 1 ARM (48') ILSN	$ 8,000.0	EA	1	$ 8,000.0	**$ 8,000.0**
#0-30	INS TRF SIG PL AM (S) 1 ARM (44') LUM&ILSN	$ 8,500.0	EA	1	$ 8,500.0	**$ 8,500.0**
#0-31	INS TRF SIG PL AM (S) 1 ARM (32') LUM&ILSN	$ 7,500.0	EA	1	$ 7,500.0	**$ 7,500.0**
#0-32	INS TRF SIG PL AM (S) 1 ARM (36') ILSN	$ 7,000.0	EA	1	$ 7,000.0	**$ 7,000.0**
#0-33	INS TRF SIG PL AM (S) 1 ARM (44') ILSN	$ 15,000.0	EA	2	$ 7,500.0	**$ 15,000.0**
#0-34	PED DETECT PUSH BUTTON (APS)	$ 32,000.0	EA	16	$ 2,000.0	**$ 32,000.0**
#0-35	RADAR PRESENCE DETECTOR COMM CABLE	$ 1,935.0	LF	1290	$ 1.5	**$ 1,935.0**
#0-36	OPTICOM MODEL 3100 RADIO/GPS RECEIVER MODULE	$ 4,000.0	EA	2	$ 2,000.0	**$ 4,000.0**
#0-37	OPTICOM MODEL 1070 GPS INSTALLATION CABLE	$ 320	LF	160	$ 2	**$ 320**
#0-38	Owner's Allowance (input $50,000.00 in your response) See Pay N	$ 50,000.0	EA	1	$ 50,000.0	**$ 50,000.0**
#0-39	BARRICADES, SIGNS AND TRAFFIC HANDLING	$ 15,000.0	MO	4	$ 3,750.0	**$ 15,000.0**
#0-40	BACKPLATE W/REFL BRDR (3 SEC) ALUM	$ 5,400.0	EA	24	$ 225	**$ 5,400.0**
#0-41	BACKPLATE W/REFL BRDR (5 SEC) ALUM	$ 1,000.0	EA	4	$ 250	**$ 1,000.0**

Bidding Summary
Bid requests were issued: 23
NO BIDS were received: 0
Bidders did not respond: 22

24003097
T24-01 Traffic Signal Project
Open: March 13, 2024

Willis Electric CO.
4242 Sayles Blvd
Abilene, TX 79605

				Total Cost	$ 622,177.0	
#	**Items**	**Lowest**	**Unit**	**QuantityRequired**	**UnitPrice**	**TotalCost**
0						
#0-1	DRILL SHAFT (TRF SIG POLE) (30 IN)	$ 17,825.0	LF	31	$ 575	**$ 17,825.0**
#0-2	DRILL SHAFT (TRF SIG POLE) (36 IN)	$ 42,250.0	LF	65	$ 650	**$ 42,250.0**
#0-3	MOBILIZATION	$ 65,000.0	LS	1	$ 65,000.0	**$ 65,000.0**
#0-4	CONDT (PVC) (SCH 40) (2")	$ 1,750.0	LF	50	$ 35	**$ 1,750.0**
#0-5	CONDT (PVC) (SCH 40) (3")	$ 8,800.0	LF	220	$ 40	**$ 8,800.0**
#0-6	CONDT (PVC) (SCH 40) (3") (BORE)	$ 35,100.0	LF	650	$ 54	**$ 35,100.0**
#0-7	ELEC CONDR (NO. 8) BARE	$ 1,780.0	LF	890	$ 2	**$ 1,780.0**
#0-8	ELEC CONDR (NO. 6)INSULATED	$ 135.0	LF	60	$ 2.25	**$ 135.0**
#0-9	TRAY CABLE (3 CONDR) (12 AWG)	$ 4,440.0	LF	740	$ 6	**$ 4,440.0**
#0-10	GROUND BOX TY C (162911) W/APRON	$ 18,000.0	EA	8	$ 2,250.0	**$ 18,000.0**
#0-11	TY D (120/240)100(NS)AL(E)PS(U)	$ 26,500.0	EA	2	$ 13,250.0	**$ 26,500.0**
#0-12	REFL PAV MRK TY 1 (W) 4" (SLD)(100MIL)	$ 3,225.0	LF	645	$ 5	**$ 3,225.0**
#0-13	REFL PAV MRK TY 1 (W) 24" (SLD)(100MIL)	$ 18,300.0	LF	915	$ 20	**$ 18,300.0**
#0-14	REFL PAV MRK TY 1 (W) (ARROW)(100MIL)	$ 4,800.0	EA	8	$ 600	**$ 4,800.0**
#0-15	REFL PAV MRK TY 1 (Y) 4" (SLD)(100MIL)	$ 4,425.0	LF	885	$ 5	**$ 4,425.0**
#0-16	REFL PAV MRKR TY 1-C	$ 1,215.0	EA	27	$ 45	**$ 1,215.0**
#0-17	ELIM EXT PAV MRK&MRKS (4")	$ 11,232.0	LF	1248	$ 9	**$ 11,232.0**
#0-18	INSTALL HWY TRF SIG (ISOLATED)	$ 110,000.0	EA	2	$ 55,000.0	**$ 110,000.0**
#0-19	VEH SIG SEC (12 IN) LED (GRN)	$ 12,000.0	EA	24	$ 500	**$ 12,000.0**
#0-20	VEH SIG SEC (12 IN) LED (GRN ARW)	$ 2,000.0	EA	4	$ 500	**$ 2,000.0**
#0-21	VEH SIG SEC (12 IN) LED (YEL)	$ 12,000.0	EA	24	$ 500	**$ 12,000.0**
#0-22	VEH SIG SEC (12 IN) LED (YEL ARW)	$ 4,000.0	EA	8	$ 500	**$ 4,000.0**
#0-23	VEH SIG SEC (12 IN) LED (RED)	$ 12,000.0	EA	24	$ 500	**$ 12,000.0**
#0-24	VEH SIG SEC (12 IN) LED (RED ARW)	$ 4,000.0	EA	8	$ 500	**$ 4,000.0**
#0-25	PED SIG SEC (12 IN) LED (2 INDICATIONS)	$ 19,200.0	EA	16	$ 1,200.0	**$ 19,200.0**
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#0-40	BACKPLATE W/REFL BRDR (3 SEC) ALUM	$ 5,400.0	EA	24	$ 225	**$ 5,400.0**
#0-41	BACKPLATE W/REFL BRDR (5 SEC) ALUM	$ 1,000.0	EA	4	$ 250	**$ 1,000.0**

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MIDLAND
Purchasing Division

THE CITY OF MIDLAND
CONTRACT
24003097

THIS CONTRACT, effective the 10th day of April 2024, by and between the City of Midland, hereinafter referred to as "CITY", and Willis Electric Company LP, hereinafter referred to as "COMPANY", is made for the following considerations:

1. **Cost:** Total Proposal: $ 622,177.00 DOLLARS

2. **Scope of Work:** COMPANY shall perform all work described for the T24-01 traffic signal project. Said work being more particularly described in the following documents, which are attached hereto and incorporated herein for all 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 Gabe McClelland 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 365 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: _____
Tommy Gonzalez, City Manager

ATTEST

_____
Marcia Bentley-German, City Governance Officer/City Secretary

APPROVED ONLY AS TO FORM

_____
John Ohnemiller, City Attorney

COMPANY:

By: _____

Name: _____

Title: _____

STATE OF _____ §
§
COUNTY OF _____ §

BEFORE ME, the undersigned authority, on this ____ day of _____, 20____ personally appeared, _____, an officer of Willis Electric Company LP, 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 _____

Date: 2/ 21/ 2024

MIDLAND
Purchasing Division

300 NORTH LORAINE
P. O. BOX 1152
MIDLAND, TX 79702

BID NO: 24003097

CLOSING DATE:

March 13, 2024,

CLOSING TIME:

2: 00 PM

BIDS WILL BE RECEIVED UNTIL **2: 00 PM** on **03/13/2024** THROUGH BONFIRE FOR GOODS AND SERVICES DESCRIBED BELOW WHICH WILL BE DELIVERED TO: **Various Locations, Midland, Texas**

DESCRIPTION
Labor, material, equipment, and supervision necessary for the T24-01 Traffic Signal Projects in accordance with the attached specifications, drawings, and contract.

NOTICE TO BIDDERS:

1. FAILURE TO RESPOND WITH EITHER A BID OR "NO BID" WILL SUBJECT YOUR FIRM TO REMOVAL FROM THE BID LIST FOR THIS TYPE OF MATERIAL, EQUIPMENT OR SUPPLY ITEM.
2. 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.
3. IF THE SELECTED BIDDER/CONTRACTOR CANNOT MEET THE REQUIREMENTS OF CONTRACT, THEN THE CITY RESERVES THE RIGHT TO AWARD THIS PURCHASE TO ANOTHER BIDDER.
4. 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.
5. BIDDER/CONTRACTOR/COMPANY IS RESPONSIBLE FOR ACQUIRING AND ACKNOWLEDGING ALL ADDENDA.
6. **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.

FOR ADDITIONAL INFORMATION, CONTACT (432) 685-7234 OR EMAIL PURCHASING@MIDLANDTEXAS.GOV

NOTE: EACH BIDDER IS TO INDICATE BRAND NAME PRODUCT NUMBER AND ATTACH DESCRIPTIVE LITERATURE CLEARLY MARKED TO SHOW EACH ITEM ON THIS BID. THE UNDERSIGNED HEREBY OFFERS TO FURNISH AND DELIVER THE ARTICLES OR SERVICE AS SPECIFIED ABOVE AT THE PRICES AND TERMS HEREIN STATED AND IN STRICT ACCORDANCE WITH THE SPECIFICATIONS AND CONDITIONS OF BIDDING ALL WHICH ARE MADE A PART OF THIS OFFER. THIS OFFER IS NOT SUBJECT TO WITHDRAWAL WITHOUT PERMISSION.

COMPANY NAME: Willis Electric Co LP
ADDRESS: 4242 Sayles Blvd
CITY: Abilene STATE: TX ZIP 79605
PHONE NO: 325-698-3444 EMAIL: Tommy@WillisLP.com
DELIVERY CAN BE MADE: Per Contract Terms
AUTHORIZED SIGNATURE: Tommy Willis

Message for Our endors

The City of Midland, Texas has developed a strategic plan with long-term objectives, new mission and vision statements, and a course of action to carry out goals established by and for our community. This includes strategic priorities that will address our economy, infrastructure, quality of life, standards for a safe and secure city, plus much more that's detailed below. We hope you join us on this exciting journey and to be part of the energy toward a successful and prosperous Midland

ision Statement

The City of Midland will be the premier and safest city in West Texas by providing world-class municipal services through operational excellence and a culture of innovation.

Mission Statement

Deliver exceptional services and promote a high quality of life and place for ALL our citizens.

Guiding Principles I FO C

Integrity
Financial Stewardship
Outstanding Service
espect
Collaboration
xcellence

City Council ey Focus reas

Communication Customer Service
Economic Development
Fiscal Responsibility Accountability
High-Performing City Team Legislation
Quality of Place Technology Improvements

Core alues

Commitment: Duty to the public good.
Engagement: Foster partnerships and collaboration.
Excellence: Practice continuous improvement.
Innovation: Embrace creativity and cutting-edge solutions.
Integrity: Operate with transparency and accountability.
Inclusivity: Ensure all voices are heard and valued.

Strategic Goals

. **Strong conomy ith More Quality o s**

1.1 Increase the Midland Sales Tax Base: Develop strategies to expand the tax base by attracting businesses and supporting local commerce.
1.2 Enhance Visitor Revenue Opportunities: Boost tourism through marketing and infrastructure improvements.
1.3 Continue Downtown and West Midland Redevelopment: Promote revitalization efforts for a vibrant downtown.
1.4 Nurture Development Districts: Establish key action plans honed to enhance Development Districts.
1.5 Grow the Core Business of Air Transportation: Develop and transform the Midland airport system.
1.6 Diversify Midland's Economy: Support initiatives that diversify the local economy and enhance resilience.
1.7 Expand Opportunities and Programming for General and Small Business: Foster the growth, retention, and expansion of local small businesses as well as business in general.
1.8 Improve Speed to Market for Citizens, Builders, Developers, and Contractors: Reduce wait times for permit review/approval and inspection process of permitted work.
1.9 Establish Our Community as a Premier Destination for Retail and Entertainment: Offer unique and compelling experiences that draw visitors, ultimately driving economic growth and community vibrancy, while increasing tourism and business development.

2. **Set the Standard for a safe and secure City**
   - 2.1 Enhance public safety programs.
   - 2.2 Improve Pedestrian and Motorist Safety: Invest in traffic management and infrastructure.
   - 2.3 Implement Effective Code Enforcement Strategies: Address nuisances to improve overall health and safety.
   - 2.4 Revitalize Neighborhoods: Utilize best practices to support the redevelopment of neighborhoods.
   - 2.5 Enhance Animal Services: Ensure the welfare of pets and wildlife in the city.
   - 2.6 Grow and Retain Public Safety Resources: Expand law enforcement presence as well as fire reduction and prevention programs while reducing attrition.
3. **Quality of Life and Place**
   - 3.1 Enhance Community Engagement: Champion innovative recreational, educational, and cultural programs that enrich residents' lives in partnership with the business community.
   - 3.2 Foster Relationships with Foundations and Outside Businesses: Collaborate to create world-class facilities and amenities.
   - 3.3 Create an Attractive and Inclusive Living Environment: Develop and enhance live, work, and play opportunities for our citizens.
   - 3.4 Establish Beautification Programs: Implement initiatives to make the community clean and bright.
   - 3.5 Nurture and Promote a Healthy Community: Increase healthy community living and education opportunities for citizens of all ages.
   - 3.6 Build the Best Parks System in Our Region: Offer diverse, accessible, and enjoyable green spaces, tournament-ready ball fields, safe playgrounds, and unique recreational opportunities that enhance the quality of life/quality of place for our community.
4. **Transparent and Consistent Communication**
   - 4.1 Set a Climate of Respect, Collaboration, and Team Spirit: Cultivate a culture of openness and respect.
   - 4.2 Enhance Communication Efficiency and Effectiveness: Leverage and expand the use of technology to facilitate the exchange of information.
   - 4.3 Elevate Internal Communication and Employee Engagement: Strengthen information flow and collaboration among city staff.
   - 4.4 Advance Two-Way Communication of Key Messages: Engage effectively with external stakeholders; foster community engagement.
   - 4.5 Strengthen Messaging Opportunities Through Various Media Outlets: Communicate the city's achievements and initiatives.
5. **Provide Sound Governance and Fiscal Management**
   - 5.1 Recruit and Retain a Skilled and Diverse Workforce: Invest in talent and diversity; grow our local pipeline of skilled employees.
   - 5.2 Enhance Citizen Experience: Improve employee working conditions to better serve citizens.
   - 5.3 Hone Public Servant Proficiency: Cultivate a culture of professional growth, skilled mastery, and information exchange.
   - 5.4 Implement Cutting-Edge Practices: Harness automation and Artificial Intelligence technology for efficient resource utilization.
   - 5.5 Promote a Well-Balanced Customer Service Philosophy: Consistently deliver excellent service to residents.
   - 5.6 Deliver Services Timely and Efficiently: Prioritize continuous improvement.
   - 5.7 Ensure Continued Financial Stability and Accountability: Maintain financial transparency.
   - 5.8 Deliver Effective and Efficient Processes: Maximize value in procurement.
   - 5.9 Ensure Reliability and Safety: Maintain existing assets and develop new city asset opportunities, including parks and other facilities, with a standard of excellence.
   - 5.10 Create a Work Environment that Supports Bleeding-Edge Practices: Encourage bleeding-edge practice that then cultivates an environment where employees can learn from their experiences and improve processes; thus, becoming a learning organization.
6. **Strengthen and Sustain Our Infrastructure**
   - 6.1 Provide Reliable and Sustainable Utilities: Guarantee water supply and distribution systems security and longevity.
   - 6.2 Enhance Infrastructure for Economic Growth: Improve competitiveness through infrastructure investments that includes collaboration with neighboring jurisdictions and exemplary peer agencies.
   - 6.3 Streamline and Consolidate City Facilities: Create synergy for improved services.
   - 6.4Standardize Infrastructure Processes Across the City: Ensure consistency, timeliness, and accountability in infrastructure development.
   - 6.5 Implement a Funding Stream for Infrastructure: Establish reliable funding for continual improvements.
   - 6.6 Strategize for and Monitor City Growth: Develop proactive responses to growth rather than reactive.
   - 6.7 Develop and Implement Comprehensive Road Planning and Maintenance Initiatives: Ensure safe and maintained roads for existing and new developing areas and main thoroughfares.

SPECIAL PROVISIONS

1. SCOPE OF WORK:

The work to be accomplished under this Contract is located at the intersections of Mockingbird Ln at Stonebridge Dr and Lamesa Rd at Gist Ave Traffic Signal in the City of Midland, Texas.

The work generally includes the installation of a new traffic signal at the intersection. Incidental to the installation of new traffic signal equipment is the removal of existing curb and sidewalk and the construction of new curb and pedestrian ramps.

The city will furnish to the Contractor all poles and posts, including anchor bolts, as well as the cabinet, controller, battery backup system, MMU2-LEIp, Conflict Monitor, Flashing Yellow Arrow Signs, PTZ Camera, Radar Detectors, Opticom Systems, and ILSN signs, regardless of what is shown on the plans.

The Contractor will be responsible to coordinate pick up of all City-supplied items at the City of Midland Traffic Signal Shop at 1602 E. Orchard Ln, Midland, Texas, once notified of their availability. Notice to Proceed will be issued only once the City receives the signal poles and they are available for the Contractor to pick up.

The location and details for the construction and related work are shown upon the drawings included with this Request for Bids. 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. CONTRACT DEADLINE:

The deadline for substantial completion of the entire project is **365 calendar days** starting from the Notice to Proceed date.

Notice to Proceed for will be issued only once the City receives the signal poles and they are available for the Contractor to pick up.

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

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

3. ORDER OF PRECEDENCE:

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

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.

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.

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.

4. EXAMINATION OF SITE:

Prospective bidders shall make a careful examination of the entire site of the project and shall 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.

5. PAYMENT:

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

Payment will be made for material installed and complete in place, not for material delivery or materials on hand.

6. TRAFFIC CONTROL:

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

Generic traffic control plans or typical details may be submitted for shoulder work on any class of roadway, or for work on local or collector streets that does not require the closure of any travel lanes (i.e., all lanes are open to traffic on striped roadways, or adequate width remains available for two-way traffic on unstriped roadways).

Once a generic traffic control plan or typical detail for a certain type of setup has been approved one time, the Contractor shall only be responsible for notifying the Traffic Operations Division of the location, type of setup, and dates on which they intend to utilize the pre-approved traffic control for the duration of the contract. No additional plan submittals will be required in these cases, except that the City reserves the right to suspend this exception at its discretion.

For any work not fitting the above exception, or in the event that the exception is suspended by the City, a site-specific traffic control plan will be required for each work location and time period.

1. All temporary traffic control shall be in general conformance with the *Texas Manual on Uniform Traffic Control Devices* (TMUTCD) (latest edition as adopted by the Texas Department of Transportation), except as specifically directed by the City Engineer or City Traffic Engineer.
2. All temporary traffic control shall be designed, installed, and maintained by competent and qualified personnel with adequate experience in traffic control.
3. All temporary traffic control involving multiple lane closures or traffic shifts, full closures of collector or arterial streets, traffic control extending through a railroad crossing, or any setup reasonably

determined by the City to be "complex", shall be implemented only by a contractor with specific experience and expertise in the field of traffic control (i.e., a qualified "barricade company").

4. A Traffic Control Plan (TCP) shall be submitted to the Engineering Services Department, Traffic Operations Division, in advance of any work in the right-of-way that impacts traffic. No work shall occur until an approved TCP has been returned to the Contractor.
5. A copy of the approved TCP shall be kept in the possession of the person responsible for supervising the traffic control at all times while working in the right-of-way. The approved TCP shall be presented to City staff or law enforcement upon demand at any time.
6. Depending on site conditions and the nature of the work, temporary traffic control may be approved by the City for either of the following:
    a. All Times – All traffic control, including closures, may remain in place 24 hours per day until expiration of the approved TCP.
    b. Off-Peak Only – Lane or road closures are NOT permitted from 6:00-9:00 AM and 4:00-7:00 PM on weekdays (Monday through Friday). Other traffic control not related to lane or road closures may remain in place 24 hours per day until expiration of the approved TCP.
7. The contractor setting the temporary traffic control shall be responsible for the maintenance and upkeep of all signs, barricades, and other devices, at all times.
    a. All temporary traffic control setups shall be maintained at least one time per day, including weekends and holidays.
    b. More frequent maintenance shall be performed as needed, with particular emphasis to following up after severe weather events or during times of high winds.
    c. Maintenance shall include:
        i. Verifying and correcting the location and orientation of all signs, barricades, and other devices;
        ii. Keeping signs and reflective areas of barricades and other devices clean and free of dirt buildup so as to maintain appropriate visibility and legibility; and
        iii. Ensuring the proper location, orientation, and operation of arrow boards or message boards, if present.
8. Arrow boards shall be required for lane closures under the following conditions:
    a. On roadways with a posted speed limit of 55 MPH or greater, for closures lasting more than one (1) hour;
    b. On roadways with a posted speed limit of 45 MPH or greater, for closures lasting more than four (4) hours;
    c. On any roadway if lanes will remain open to traffic travelling in the same direction on both sides of a closed lane during any overnight hours (from 7:00 PM to 6:00 AM); and
    d. At other times as shown on the approved TCP, or as otherwise directed by the City.

7. DETOURS:

The Contractor shall 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.

8. PROPERTY AND RIGHT-OF-WAY ACCESS:

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

9. CONSTRUCTION MATERIALS:

The Contractor is to only provide new materials for permanent installation in 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.

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.

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.

10. 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 Engineer determine 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.

11. 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.

12. 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 shall 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), and no less than 1 cylinder set per day when concrete is placed. Test results are to be given to the engineer upon completion of each test, with 1 cylinder set for:

A. Every 50 cubic yards of concrete placed 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), and no less than 1 cylinder set per day when concrete is placed. Test results are to be given to the engineer upon completion of each test. There will be no testing for curb, ramps, and sidewalks.

Asphalt Hot-Mix Pavement – 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.

13. COMPLIANCE:

It is the responsibility of the Contractor 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 shall protect such work with all necessary lights, barriers, safeguards, and warnings as provided for in said specifications and the Ordinance regulations.

It is the responsibility of the Contractor to 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.

14. 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.

15. 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.

Primary Responses

Wilks Electric Co
4242 Sayles Blvd Abilene, Texas 79605

Success: All data is valid

Status	Bid/No Bid Decision	#	Letters (In Order And In Most Helpful Line Description On Negative Bid, Traffic Signal	Unit	Quantity Required	Unit Price	Total Cost
Success: All values provided	Bid	#0-1	DRILL SHAFT (TRF SIG POLE) (30 IN)	LF	31	$ 575.00	$ 17,825.00
Success: All values provided	Bid	#0-2	DRILL SHAFT (TRF SIG POLE) (36 IN)	LF	65	$ 650.00	$ 42,250.00
Success: All values provided	Bid	#0-3	MOBILIZATION	LS	1	$ 65,000.00	$ 65,000.00
Success: All values provided	Bid	#0-4	CONDT (PVC) (SCH 40) (2")	LF	50	$ 35.00	$ 1,750.00
Success: All values provided	Bid	#0-5	CONDT (PVC) (SCH 40) (3")	LF	220	$ 40.00	$ 8,800.00
Success: All values provided	Bid	#0-6	CONDT (PVC) (SCH 40) (3") (BORE)	LF	650	$ 54.00	$ 35,100.00
Success: All values provided	Bid	#0-7	ELEC CONDR (NO. 8) BARE	LF	890	$ 2.00	$ 1,780.00
Success: All values provided	Bid	#0-8	ELEC CONDR (NO. 6)INSULATED	LF	60	$ 2.25	$ 135.00
Success: All values provided	Bid	#0-9	TRAY CABLE (3 CONDR) (12 AWG)	LF	740	$ 6.00	$ 4,440.00
Success: All values provided	Bid	#0-10	GROUND BOX TY C (162811) W/APRON	EA	8	$ 2,250.00	$ 18,000.00
Success: All values provided	Bid	#0-11	TY D (120/240)100(NS)AL(E)P5(U)	EA	2	$ 13,250.00	$ 26,500.00
Success: All values provided	Bid	#0-12	REFL PAV MRK TY 1 (W) 4" (SLD)(100MIL)	LF	645	$ 5.00	$ 3,225.00
Success: All values provided	Bid	#0-13	REFL PAV MRK TY 1 (W) 24" (SLD)(100MIL)	LF	915	$ 20.00	$ 18,300.00
Success: All values provided	Bid	#0-14	REFL PAV MRK TY 1 (W) (ARROW)(100MIL)	EA	8	$ 600.00	$ 4,800.00
Success: All values provided	Bid	#0-15	REFL PAV MRK TY 1 (Y) 4" (SLD)(100MIL)	LF	885	$ 5.00	$ 4,425.00
Success: All values provided	Bid	#0-16	REFL PAV MRKR TY 1-C	EA	27	$ 45.00	$ 1,215.00
Success: All values provided	Bid	#0-17	ELIM EXT PAV MRK&MRKS (4")	LF	1248	$ 9.00	$ 11,232.00
Success: All values provided	Bid	#0-18	INSTALL HWY TRF SIG (ISOLATED)	EA	2	$ 55,000.00	$ 110,000.00
Success: All values provided	Bid	#0-19	VEH SIG SEC (12 IN) LED (GRN)	EA	24	$ 500.00	$ 12,000.00
Success: All values provided	Bid	#0-20	VEH SIG SEC (12 IN) LED (GRN ARW)	EA	4	$ 500.00	$ 2,000.00
Success: All values provided	Bid	#0-21	VEH SIG SEC (12 IN) LED (YEL)	EA	24	$ 500.00	$ 12,000.00
Success: All values provided	Bid	#0-22	VEH SIG SEC (12 IN) LED (YEL ARW)	EA	8	$ 500.00	$ 4,000.00
Success: All values provided	Bid	#0-23	VEH SIG SEC (12 IN) LED (RED)	EA	24	$ 500.00	$ 12,000.00
Success: All values provided	Bid	#0-24	VEH SIG SEC (12 IN) LED (RED ARW)	EA	8	$ 500.00	$ 4,000.00
Success: All values provided	Bid	#0-25	PED SIG SEC (12 IN) LED (2 INDICATIONS)	EA	16	$ 1,200.00	$ 19,200.00
Success: All values provided	Bid	#0-26	TRF SIG CBL (TY A)(14 AWG)(16 CONDR)	LF	1290	$ 5.50	$ 7,095.00
Success: All values provided	Bid	#0-27	TRF SIG CBL (TY A)(14 AWG)(3 CONDR)	LF	2580	$ 2.50	$ 6,450.00
Success: All values provided	Bid	#0-28	INS TRF SIG PL AM (S) 1 ARM (32') ILSN	EA	2	$ 6,500.00	$ 13,000.00
Success: All values provided	Bid	#0-29	INS TRF SIG PL AM (S) 1 ARM (48') ILSN	EA	1	$ 8,000.00	$ 8,000.00
Success: All values provided	Bid	#0-30	INS TRF SIG PL AM (S) 1 ARM (44') LUM&ILSN	EA	1	$ 8,500.00	$ 8,500.00
Success: All values provided	Bid	#0-31	INS TRF SIG PL AM (S) 1 ARM (32') LUM&ILSN	EA	1	$ 7,500.00	$ 7,500.00
Success: All values provided	Bid	#0-32	INS TRF SIG PL AM (S) 1 ARM (38') ILSN	EA	1	$ 7,000.00	$ 7,000.00
Success: All values provided	Bid	#0-33	INS TRF SIG PL AM (S) 1 ARM (44') ILSN	EA	2	$ 7,500.00	$ 15,000.00
Success: All values provided	Bid	#0-34	PED DETECT PUSH BUTTON (APS)	EA	16	$ 2,000.00	$ 32,000.00
Success: All values provided	Bid	#0-35	RADAR PRESENCE DETECTOR COMM CABLE	LF	1290	$ 1.50	$ 1,935.00
Success: All values provided	Bid	#0-36	OPTICOM MODEL 3100 RADIO/GPS RECEIVER MODULE	EA	2	$ 2,000.00	$ 4,000.00
Success: All values provided	Bid	#0-37	OPTICOM MODEL 1070 GPS INSTALLATION CABLE	LF	160	$ 2.00	$ 320.00
Success: All values provided	Bid	#0-38	Owner's Allowance (Input $50,000.00 in your response) See Pay Notes	EA	1	$ 50,000.00	$ 50,000.00
Success: All values provided	Bid	#0-39	BARRICADES, SIGNS AND TRAFFIC HANDLING	MO	4	$ 3,750.00	$ 15,000.00
Success: All values provided	Bid	#0-40	BACKPLATE W/REFL BRDR (3 SEC) ALUM	EA	24	$ 225.00	$ 5,400.00
Success: All values provided	Bid	#0-41	BACKPLATE W/REFL BRDR (5 SEC) ALUM	EA	4	$ 250.00	$ 1,000.00
Bucket Total							$ 622,177.00
Grand Total							$ 622,177.00

MIDLAND - TRAFFIC SIGNALS

Willis Electric Co. LP

4242 Sayles Blvd

Abilene, TX 79605

Contact: **Weston Willis**

Phone: **(325)-698-3444**

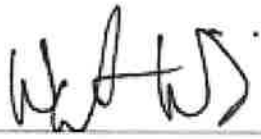
Email **WESTON@WILLISLP.COM or TOMMY@WILLISLP.COM**

CITY	MIDLAND
PROJECT #	24003097
CSJ #	N/A
BID DATE	03/13/2024
ADDENDUM	ACKNOWLEDGE #1

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
10	DRILL SHAFT (TRF SIG POLE) (30 IN)	31.00	LF	575.00	17,825.00
20	DRILL SHAFT (TRF SIG POLE) (36 IN)	65.00	LF	650.00	42,250.00
30	MOBILIZATION	1.00	LS	65,000.00	65,000.00
40	CONDT (PVC) (SCH 40) (2")	50.00	LF	35.00	1,750.00
50	CONDT (PVC) (SCH 40) (3")	220.00	LF	40.00	8,800.00
60	CONDT (PVC) (SCH 40) (3") (BORE)	650.00	LF	54.00	35,100.00
70	ELEC CONDR (NO. 8) BARE	890.00	LF	2.00	1,780.00
80	ELEC CONDR (NO. 6)INSULATED	60.00	LF	2.25	135.00
90	TRAY CABLE (3 CONDR) (12 AWG)	740.00	LF	6.00	4,440.00
100	GROUND BOX TY C (162911) W/APRON	8.00	EA	2,250.00	18,000.00
110	TY D (120/240)100(NS)AL(E)PS(U)	2.00	EA	13,250.00	26,500.00
120	REFL PAV MRK TY 1 (W) 4" (SLD)(100MIL)	645.00	LF	5.00	3,225.00
130	REFL PAV MRK TY 1 (W) 24" (SLD)(100MIL)	915.00	LF	20.00	18,300.00
140	REFL PAV MRK TY 1 (W) (ARROW)(100MIL)	8.00	EA	600.00	4,800.00
150	REFL PAV MRK TY 1 (Y) 4" (SLD)(100MIL)	885.00	LF	5.00	4,425.00
160	REFL PAV MRKR TY 1-C	27.00	EA	45.00	1,215.00
170	ELIM EXT PAV MRK&MRKS (4")	1,248.00	LF	9.00	11,232.00
180	INSTALL HWY TRF SIG (ISOLATED)	2.00	EA	55,000.00	110,000.00
190	VEH SIG SEC (12 IN) LED (GRN)	24.00	EA	500.00	12,000.00
200	VEH SIG SEC (12 IN) LED (GRN ARW)	4.00	EA	500.00	2,000.00
210	VEH SIG SEC (12 IN) LED (YEL)	24.00	EA	500.00	12,000.00
220	VEH SIG SEC (12 IN) LED (YEL ARW)	8.00	EA	500.00	4,000.00
230	VEH SIG SEC (12 IN) LED (RED)	24.00	EA	500.00	12,000.00
240	VEH SIG SEC (12 IN) LED (RED ARW)	8.00	EA	500.00	4,000.00
250	PED SIG SEC (12 IN) LED (2 INDICATIONS)	16.00	EA	1,200.00	19,200.00
260	TRF SIG CBL (TY A)(14 AWG)(16 CONDR)	1,290.00	LF	5.50	7,095.00
270	TRF SIG CBL (TY A)(14 AWG)(3 CONDR)	2,580.00	LF	2.50	6,450.00
280	INS TRF SIG PL AM (S) 1 ARM (32') ILSN	2.00	EA	6,500.00	13,000.00
290	INS TRF SIG PL AM (S) 1 ARM (48') ILSN	1.00	EA	8,000.00	8,000.00
300	INS TRF SIG PL AM (S) 1 ARM (44') LUM&ILSN	1.00	EA	8,500.00	8,500.00

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
310	INS TRF SIG PL AM (S) 1 ARM (32') LUM&ILSN	1.00	EA	7,500.00	7,500.00
320	INS TRF SIG PL AM (S) 1 ARM (36') ILSN	1.00	EA	7,000.00	7,000.00
330	INS TRF SIG PL AM (S) 1 ARM (44') ILSN	2.00	EA	7,500.00	15,000.00
340	PED DETECT PUSH BUTTON (APS)	16.00	EA	2,000.00	32,000.00
350	RADAR PRESENCE DETECTOR COMM CABLE	1,290.00	LF	1.50	1,935.00
360	OPTICOM MODEL 3100 RADIO/GPS RECEIVER MODULE	2.00	EA	2,000.00	4,000.00
370	OPTICOM MODEL 1070 GPS INSTALLATION CABLE	160.00	LF	2.00	320.00
380	Owner's Allowance (input $50,000.00 in your respo	1.00	EA	50,000.00	50,000.00
390	BARRICADES, SIGNS AND TRAFFIC HANDLING	4.00	MO	3,750.00	15,000.00
400	BACKPLATE W/REFL BRDR (3 SEC) ALUM	24.00	EA	225.00	5,400.00
410	BACKPLATE W/REFL BRDR (5 SEC) ALUM	4.00	EA	250.00	1,000.00
GRAND TOTAL					**$622,177.00**

NOTES:

Signed: 

PAY NOTES

Unless otherwise shown on the plans or directed by the Engineer, all traffic signal related items shall conform to the relevant Texas Department of Transportation (TxDOT) specifications and standard details, and all other items shall conform to the relevant City of Midland specifications and standard details.

Item 38, OWNER'S ALLOWANCE, is intended to allow for the City to adjust or expand the scope of work as needed based on field conditions or conflicts that may arise. Any work to be paid under this item MUST be authorized in advance, in writing, by the City. This is an allowance for additional work only, and no amount of work under this item is guaranteed.

BID BOND

Travelers Casualty and Surety Company of America
Hartford, CT 06183

KNOWN ALL BY THESE PRESENTS, That we, Willis Electric Co., LP, as Principal, and Travelers Casualty and Surety Company of America, as Surety, are held and firmly bound unto City of Midland, as Obligee, in the sum of Five (5%) Percent of the Greatest Amount Bid Dollars (5%) for the payment of which we bind ourselves, and our successors and assigns, jointly and severally, as provided herein.

WHEREAS, Principal has submitted or is about to submit a bid to the Obligee on a contract for T24-01 Traffic Signal Project RFB#24003097 ("Project").

NOW, THEREFORE, the condition of this bond is that if Obligee accepts Principal's bid, and Principal enters into a contract with Obligee in conformance with the terms of the bid and provides such bond or bonds as may be specified in the bidding or contract documents, then this obligation shall be void; otherwise Principal and Surety will pay to Obligee the difference between the amount of Principal's bid and the amount for which Obligee shall in good faith contract with another person or entity to perform the work covered by Principal's bid, but in no event shall Surety's and Principal's liability exceed the penal sum of this bond.

Signed this 11th day of March, 2024.

Willis Electric Co., LP.
(Principal)

By: _____

Travelers Casualty and Surety Company of America

By: Teresa Ayala
Teresa Ayala — Attorney-in-Fact

TRAVELERS

Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Teresa Ayala** of **FT WORTH**, **Texas**, their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **21st** day of **April, 2021**.

State of Connecticut

City of Hartford ss.

By: _____
Robert L. Raney, Senior Vice President

On this the **21st** day of **April, 2021**, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June, 2026**

_____
Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this **11th** day of **March**, **2024**.

_____
Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.

PACKET

4.36

April 9, 2024

DALP NO. 009184.001

DUNAWAY
4000 N. Big Spring Street • Suite 101 • Midland, Texas 79705
Tel: 432.699.4889 • Fax: 432.682.7722
(TX REG. F-1114)

CITY OF MIDLAND
TRAFFIC SIGNAL DESIGN FOR
MOCKINGBIRD LANE AT MAGELLAN STREET
BOND PROJECT NUMBER:

AUGUST 2023

INDEX OF SHEETS

NUMBER	DESCRIPTION
	GENERAL
1	COVER
2	VICINITY MAP
3	TRAFFIC SIGNAL GENERAL NOTES
4	QUANTITY SUMMARY TABLE
5	EXISTING CONDITIONS
6	PROPOSED LAYOUT
7	DESIGN CHARTS
8	SIGNAGE & PAVEMENT MARKINGS
9	SIGNAGE & PAVEMENT MARKING DETAILS
10 - 13	TXDOT TRAFFIC DETAILS
14	TRAFFIC SIGNAL DETAILS

MAYOR

LORI BLONG

COUNCIL MEMBERS

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 MANAGER

TOMMY GONZALEZ

ENGINEERING SERVICES DIRECTOR

JOSE E. ORTIZ

CITY TRAFFIC ENGINEER

TAHA SAKRANI, MSCE, PE
OFFICE: (432) 685-7511

MIDLAND
Feel the Energy!

Texas 811
Know what's below. Call before you dig.

CONTRACTOR _____

DATE CONSTRUCTION BEGAN _____

WORK _____

DATE WORK WAS COMPLETED _____

DATE WORK WAS ACCEPTED _____

FINAL CONTRACT COST _____

STATE OF TEXAS · DONALD J. SPRINGER · 77556 · REGISTERED PROFESSIONAL ENGINEER

PROJECT ENGINEER

08/25/2023
DATE

SUBMITTED _____

_____
ENGINEER

RECOMMENDED _____

_____
CITY ENGINEER

RECOMMENDED _____

_____
ENGINEERING SERVICES DIRECTOR

VICINITY MAP

1" = 1000'

DUNAWAY

4203 N. Big Spring Street • Suite 201 • Midland, Texas 79705
TBPE Firm # 11118

SHEET	2	JOB NO	19198.001
DATE	AUGUST 2023	DESIGNED BY	SAG
CHECKED BY	DJS	DRAWN BY	SAG

VICINITY MAP

TRAFFIC SIGNAL DESIGN FOR MOCKINGBIRD LN AT MAGELLAN ST

CITY OF MIDLAND, TEXAS

MIDLAND
Feel the Energy!

REVISIONS		
NO	DATE	DESCRIPTION

TRAFFIC SIGNAL INSTALLATION

Please contact the Traffic Engineering Office at 989-837-3348 so that a representative from the City of Midland Signal Shop may attend the pre-construction meeting.

Underground utilities may be present within the Right-Of-Way on this project. For signal, illumination, surveillance, and communication & control contact the City utility companies for locates a minimum of 48 hours in advance of excavation.

The locations of all signal related items, pavement markings, signing, etc. are diagrammatic only and may be shifted to accommodate field conditions and/or as directed by Engineer.

Item 416: Drilled Shaft Foundations

Locations of foundations shown on the plans are for diagrammatic purposes only and may be varied to meet local conditions, subject to approval. Stake these locations and have them approved by the inspector before installation of foundations. This will ensure that all luminaires and mast arms are clear of all overhead lines and underground utilities before drilling begins.

The signal inspector together with the contractor will calculate the vertical signal head clearance before placing any traffic signal pole foundation.

Set anchor bolts for strain poles for signals. Set two in tension and two in compression. Obtain approval of anchor bolt placement as directed before placing concrete.

Notify the Inspector 48 hours prior to forming and placing concrete in any of the Signal Pole and Controller Foundations. Do not place concrete without an Inspector present. Failure to inform the Inspector and provide adequate time to arrive on the job site may result in removing and replacing the foundation.

Item 421: Hydraulic Cement Concrete

Furnish mix designs to the Engineer in a format compatible to the latest version of the Department's Construction Management System (Site Manager).

Provide an approved Private Laboratory Contractor to perform the needed concrete testing.

Item 449: Anchor Bolts

Use pipe joint compound that is an electrically conducting protective thread lubricant compound to be used on the foundation anchor bolts for Traffic Signal Poles (Crouse-Hinds IL-2, GZ/Gedney SIL, Thomas & Betts Kopr-Shield, or equal)

Item 502: Barricades, Signs, and Traffic Handling

Use Temporary Traffic Control (TTC) for this project as detailed on the latest BC standard plan sheets, and WZ (BTS-1 and BTS-2)-13, as provided for in Part VI of the Texas Manual on Uniform Traffic Control Devices, and as indicated on the title sheet.

In addition to the TTC and the latest WZ standard plan sheets, install barricades and warning signs, as appropriate, to adequately warn motorists. Permanent signs may be installed when construction in an area is complete and they will not be in conflict with the traffic control plan for the remainder of the job.

Existing signs are to remain as long as they do not interfere with construction and they do not conflict with the traffic control plan.

When traffic is obstructed, arrange warning devices in accordance with arrangements indicated in the latest edition of the "Texas Manual on Uniform Traffic Control Devices." When advanced warning flashing arrow panels and/or changeable message sign is specified, have one standby unit in good condition at the job site.

Cover or remove any work zone signs when work or condition referenced is not occurring.

No work will be permitted to commence on the road before sunrise and shall be arranged so that all machinery and/or equipment shall be away from the roadway near the R.O.W. line after sunset. Any operations requiring lane closures within any City Limits shall not begin before 9:00 A.M. or continue past 4:00 P.M.

Do not place barricades, signs, or any other traffic control devices where they interfere with sight distance at driveways or side streets. Provide access to all driveways during all phases of construction. Attention is called to the fact that all locations used for storing construction equipment, and materials of any type within the right of way shall be approved by the Engineer. Use of the right of way for these purposes will be restricted to those locations where driver sight distance to businesses and side street intersections is not obstructed and at other locations where an unsightly appearance, as determined by the Engineer, will not exist.

Remove any obstructions to existing drainage due to the Contractor's operations as required, at the Contractors expense.

Item 531: Sidewalks

The curb ramp locations shown in the plans have taken into account the geometric features of the intersection, traffic signals, and the pavement markings. If anything changes during construction, the location of curb ramps must be adjusted to ensure they meet TAS/ADAAG requirements.

Item 616: Conduit

When conduit must be placed by trenching in paved areas, cut and restore pavement in accordance with Item 400, Article 400.3.A.1.b, and as shown in the plans. Cut pavement using only approved saws. Cutting and restoring pavement will not be paid for directly, but will be subsidiary to this Item.

If placing RM conduit on bridge structures do so as directed. Where PVC, duct cable, and HDPE conduit 1" and larger is allowed and installed as per TxDOT standards, provide a PVC elbow in place of the galvanized rigid metal elbow required by the Electrical Detail standards.
Ensure the PVC elbow is of the same schedule rating as the conduit to which it is connected.

Ensure only a flat, high tensile strength polyester fiber pull tape is used for pulling conductors through the PVC conduit system.

The locations of conduit and ground boxes are diagrammatic only and may be shifted to accommodate field conditions as directed.

Item 620: Electrical Conductors

Terminate all electrical conductors from the controller at the termination block in the traffic signal pole hand hole whether in use or not.

All wiring not covered by the plans and specifications shall be in accordance with the National Electric Code (NEC).

When the specifications for electrical items require UL listed products, it will be construed to mean UL listed or CSA listed.

Bond together any grounding conductors that share the same conduit, junction box, ground box, or structure, at every accessible point in accordance with the National Electrical Code (NEC).

Item 621: Tray Cable

All proposed tray cable and number of conductors required shall be as shown on the plans. No splices shall be allowed.

Item 624: Ground Boxes

Locations of ground boxes are approximate. Final locations will be as approved. Provide an apron for ground boxes as shown on standard ED (3)-03.

Item 628: Electrical Services

Contact the Electric Utility Company to make all necessary arrangements to provide power for the electrical service shown on the plans in accordance with ARTICLE 628.5 and the Electrical Details, except that the City of Midland will make application to the Electric Utility Company for service (See note below).

NOTE:
Before fabricating the electrical service, contact the City of Midland Signal Shop Supervisor (Phone 989-837-3348), to make application (billing arrangements) for service with the Electric Utility Company.

Time-charge suspension due to the availability of power shall not be considered unless all arrangements for power have been submitted within fifteen (15) days after the project work has begun.

Item 656: Foundations for Traffic Control Devices

Foundations for traffic signal controller is subsidiary to Items 680.

Locations of foundations shown on the plans are for diagrammatic purposes only and may be varied to meet local conditions, subject to approval. Stake these locations and have them approved by the inspector before installation of foundations. This will ensure that all luminaires and mast arms are clear of all overhead lines and underground utilities before drilling begins.
The signal inspector together with the contractor will calculate the vertical signal head clearance before placing any traffic signal pole foundation.

Install traffic signal controller foundation (City of Midland type).

Item 680: Installation of Highway Traffic Signals

This project shall consist of the installation of all of the materials necessary for complete signal systems as follows:

1. Provide submittal literature for all traffic signal equipment before installation.
   - Equipment will not be accepted for delivery or any payment made until the equipment, materials lists and shop drawings have been approved by the Engineer. Approval by the Engineer does not relieve the Contractor of his responsibilities to meet the requirements of the specifications and plans. All submittal literature shall be approved and verified for all the furnished traffic signal equipment prior to its installation.
2. Furnish and install all required materials and equipment necessary for the complete and operating traffic signal installation. The City will furnish to the Contractor all poles and posts including anchor bolts, cabinet, controller, battery backup system, MMU2-16Ep, conflict monitor, flashing yellow arrow signs, PTZ camera, radar detectors, opticom systems, and ILSA signs.
3. Accomplish the erection of poles and luminaires located near any overhead electrical lines using established industry and utility safety practices. Consult with the appropriate utility company before beginning such work.
4. The locations shown on the plans for controller foundations, conduit and other items may be adjusted to better fit field conditions as approved, due to conflicts with utilities.
5. Use a Vulcan swinger sign mounting bracket or equivalent for all signs mounted on span wires.
6. Provide vibration dampers for mast arms 28 feet long and longer. Use dampers 18"x48" for arms up to 48 feet long, and 16"x66" for longer mast arms. Install using Astro-sign Brac, Signfix aluminum channel, or equal, at a maximum of 3 feet from the end of the mast arm.
7. Provide a qualified technician on the project site to place the traffic signals in full operation.
8. Install the City of Midland supplied controller and cabinet assembly.

CITY OF MIDLAND CONTROLLER			
2	Provided By	City of Midland	Signal Controller
2	Provided By	City of Midland	NEMA TS2 Type 2 Cabinet
2	Provided By	City of Midland	Conflict Monitor
2	Provided By	City of Midland	Make Ready (One-time Charge)

Contact the City of Midland Signal Shop at 432-685-7928 to coordinate a pick up time.

9. The City of Midland Signal Shop will not assume responsibility for the maintenance of the traffic signals until the project is completed and accepted.
10. Wire the signal installation to operate in accordance with phase diagrams in these plans. Timing and phasing will be changed and maintained by the City of Midland Traffic Engineering Group. A copy of all revisions to the original timing and phasing plans will be delivered to the City of Midland Traffic Engineering group and one copy is to stay in the controller cabinet at the completion of the project.
11. Place the traffic signal into operation after all required striping is complete and all conflicting signing is removed.
12. Project Inspection: For electrical project inspection, contact the City of Midland Signal Shop in advance of needed inspections. At the time of the final electrical inspection, the City of Midland will create a punch list of discrepancies to be corrected before signal is put into flash mode.
13. Signal Turn-On: Notify the City of Midland Signal Shop approximately 48 hours in advance of the signal turn on. Signal technicians from the City of Midland must be present when the signals are placed in full operation. Unless otherwise directed, place the signal in full operation between 9:00 A.M. - 12:00 (NOON) on Tuesdays, or Wednesdays only.
14. Test Period for Signals: The signals shall operate continuously for a minimum of 30 calendar days in a satisfactory manner. Equipment failures during these 30 days will cause the test period to start over.
15. During the thirty-day test period, the City of Midland Signal Shop will be the First Responders to all trouble calls. They will, in turn contact the Contractor. Provide qualified personnel to respond to these and all trouble calls. Repair and diagnose any malfunctions to signal equipment supplied for the project. Provide a local telephone number, not subject to frequent changes and available to receive calls on a 24-hour basis. Respond to reported calls within a reasonable travel time, (i.e. from a Midland address), but not more than 2 hours maximum. Make appropriate repairs within 24 hours. Place a logbook in the controller cabinet and keep a record of each trouble call reported. Notify the Engineer of each trouble call. The error log in the conflict monitor shall not be cleared during the thirty-day test period without approval. If it is necessary to replace equipment, such as a controller, in order to return the signals to normal operation, the City of Midland will replace the equipment with loaned equipment until the original equipment is repaired and then replaced.

Item 682: Vehicle and Pedestrian Signal Heads

Provide all signal heads from the same manufacturer.

Provide all LED traffic signal lamp units, as well as the various components of the signal heads to be installed within this project.

Traffic signal heads shall be yellow aluminum with black aluminum vented back plates. Signal heads mounted on poles and mast arms shall be level and plumb and aimed as directed. Cover all signal faces until placed in operation.

For all proposed mast arm pole assemblies, provide mounting bracket assembly Option "C" as described on the State Standard Sheets "Single Mast Arm Assemblies."

Item 684: Traffic Signal Cables

Include extra cable length in each run to provide adequate slack, at each ground box, foundation and signal head. Identify each cable as shown on the plans (cable 1, etc.) with pre-numbered identification tags of plastic, tape or marking labels at each signal head, ground box, terminal block, pole base and controller.

All cables shall be continuous without splices from terminal point to terminal point or as directed or approved. All proposed signal cable and number of conductors required shall be as shown on the plans. Terminate all electrical conductors from the controller at the termination block in the signal pole hand hole whether in use or not.

Provide an extra 10' for each cable terminating in the controller cabinet. All cables shall be continuous without splices from terminal point to terminal point. All proposed signal cable shall be #14 AWG stranded copper. Provide the number of conductors as shown on the plans.

Item 686: Traffic Signal Pole Assemblies (Steel)

Provide all signal poles from the same manufacturer.

Use materials from the prequalified material producer lists as shown on the Texas Department of Transportation (TxDOT) - Construction Division's (CST) material producer list. Category is "Roadway Illumination and Electrical Supplies."

0260: LED Pedestrian Signal Module

Furnish and install in aluminum housing, LED "Walking Person," and "Hand" icon pedestrian signal modules with countdown feature.

Housing for LED pedestrian signal module shall be paid for under Item 682 "Vehicle and Pedestrian Signal Heads."

0885: Accessible Pedestrian Signal Units

At intersections where a minimum of 10 ft. spacing between adjacent accessible pedestrian signal units is not possible, each accessible pedestrian pushbutton must be provided with the following features:

- A pushbutton locator tone,
- A tactile arrow,
- A speech walk message for the walking person indication and
- A speech pushbutton information message.

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TX REG. F-11416

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GENERAL NOTES

TRAFFIC SIGNAL DESIGN FOR
MOCKINGBIRD LN AT MAGELLAN ST

CITY OF MIDLAND, TEXAS

MIDLAND
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STATE OF TEXAS
DONALD J. SZCZESNY
72556
LICENSED PROFESSIONAL ENGINEER
04/09/2024

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DATE	AUGUST 2023
SHEET	3

TRAFFIC SIGNAL SUMMARY OF QUANTITIES

ITEM NO.	DESC.	DESCRIPTION	UNIT	QUANTITY
416	6031	DRILL SHAFT (TRF SIG POLE) (30 IN)	LF	11
416	6032	DRILL SHAFT (TRF SIG POLE) (36 IN)	LF	39
500	6001	MOBILIZATION	LS	1
618	6023	CONDT (PVC) (SCH 40) (2")	LF	25
618	6029	CONDT (PVC) (SCH 40) (3")	LF	110
618	6030	CONDT (PVC) (SCH 40) (3") (BORE)	LF	325
620	6007	ELEC CONDR (NO. 8) BARE	LF	445
620	6010	ELEC CONDR (NO. 6) INSULATED	LF	30
621	6002	TRAY CABLE (3 CONDR) (12 AWG)	LF	370
624	6008	GROUND BOX TY C (162911) W/APRON	EA	4
628	6164	TY D (120/240)100(NS)AL(E)PS(U)	EA	1
666	6012	REFL PAV MRK TY 1 (W) 4" (SLD)(100MIL)	LF	345
666	6048	REFL PAV MRK TY 1 (W) 24" (SLD)(100MIL)	LF	475
666	6054	REFL PAV MRK TY 1 (W) (ARROW)(100MIL)	EA	4
666	6126	REFL PAV MRK TY 1 (Y) 4" (SLD)(100MIL)	LF	325
672	6007	REFL PAV MRKR TY 1-C	EA	16
677	6001	ELIM EXT PAV MRK&MRKS (4")	LF	624
680	6002	INSTALL HWY TRF SIG (ISOLATED)	EA	1
682	6001	VEH SIG SEC (12 IN) LED (GRN)	EA	12
682	6002	VEH SIG SEC (12 IN) LED (GRN ARW)	EA	2
682	6003	VEH SIG SEC (12 IN) LED (YEL)	EA	12
682	6004	VEH SIG SEC (12 IN) LED (YEL ARW)	EA	4
682	6005	VEH SIG SEC (12 IN) LED (RED)	EA	12
682	6006	VEH SIG SEC (12 IN) LED (RED ARW)	EA	4
682	6017	PED SIG SEC (12 IN) LED (2 INDICATIONS)	EA	8
684	6021	TRF SIG CBL (TY A)(14 AWG)(16 CONDR)	LF	645
684	6021	TRF SIG CBL (TY A)(14 AWG)(3 CONDR)	LF	1290
686	6036	INS TRF SIG PL AM (S) 1 ARM (32') LUM&ILSN	EA	1
686	6038	INS TRF SIG PL AM (S) 1 ARM (36') ILSN	EA	1
686	6046	INS TRF SIG PL AM (S) 1 ARM (44') ILSN	EA	2
688	6001	PED DETECT PUSH BUTTON (APS)	EA	8
6025	6001	RADAR PRESENCE DETECTOR	EA	4
6025	6002	RADAR PRESENCE DETECTOR COMM CABLE	LF	645
XXXX	XXXX	OPTICOM MODEL 3100 RADIO/GPS RECEIVER MODULE	EA	1
XXXX	XXXX	OPTICOM MODEL 1070 GPS INSTALLATION CABLE	LF	80
PROVIDED BY THE CITY OF MIDLAND				
6058	6001	BBU SYSTEM (EXTERNAL BATT CABINET)	EA	1
XXXX	XXXX	TRAFFIC SIGNAL CONTROLLER, CABINET AND CONFLICT MONITOR	EA	1

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SUMMARY OF QUANTITIES

TRAFFIC SIGNAL DESIGN FOR
MOCKINGBIRD LN AT MAGELLAN & 39
CITY OF MIDLAND, TEXAS

MIDLAND
Full Size Energy

DONALD S. SZCZESNY
72556
REGISTERED
PROFESSIONAL
ENGINEER
STATE OF TEXAS

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SHEET	DATE	CHECKED BY	DRAWN BY	ESIGNED BY	JOB NO
5	AUGUST 2023	DJS	SAG	SAG	0184.001

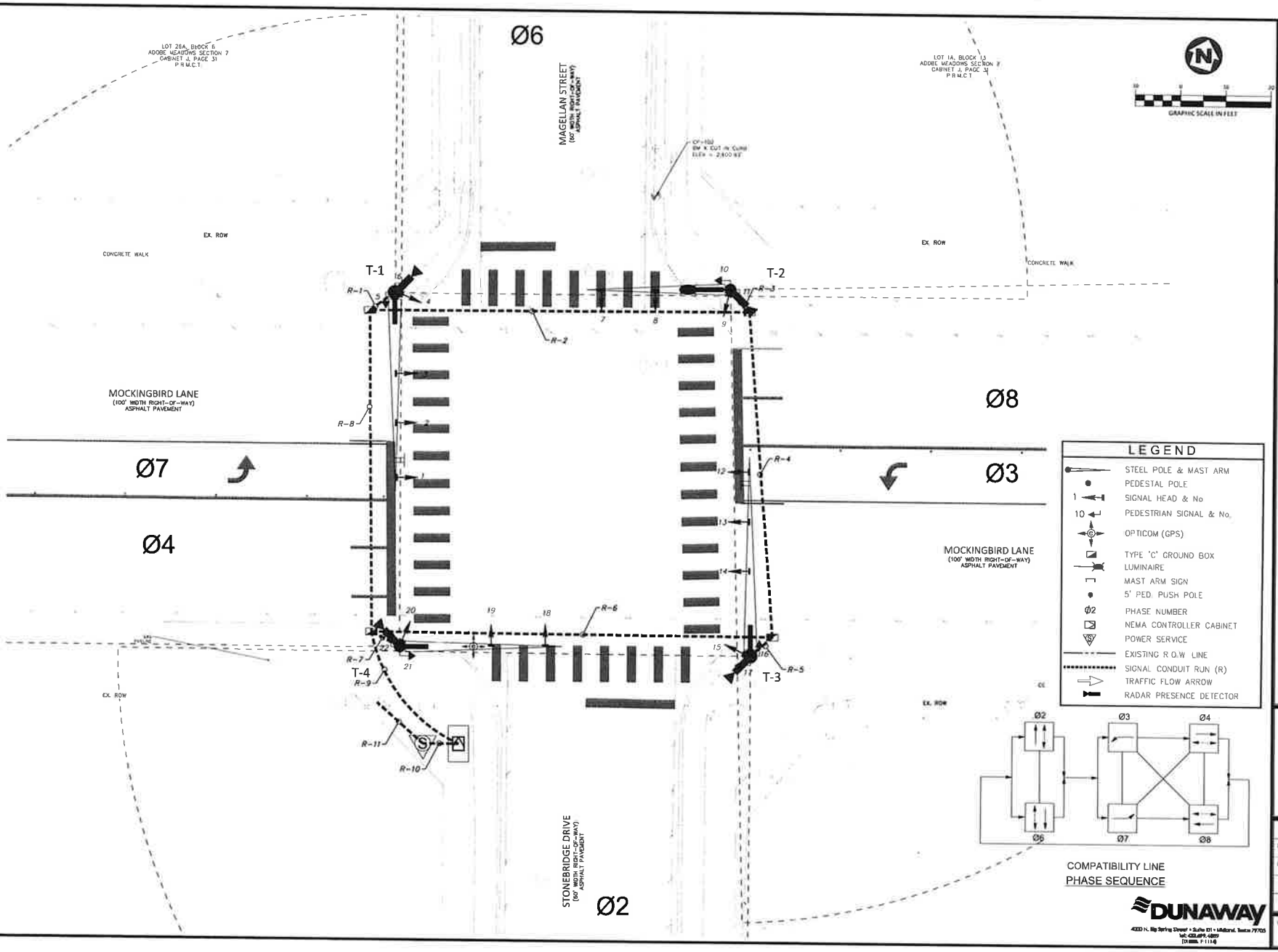
EXISTING CONDITIONS

TRAFFIC SIGNAL DESIGN FOR MOCKINGBIRD LN AT MAGELLAN ST

CITY OF MIDLAND, TEXAS

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PROPOSED CONDITIONS

TRAFFIC SIGNAL DESIGN FOR
MOCKINGBIRD LN AT MAGELLAN ST 4.41

CITY OF MIDLAND, TEXAS

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SUMMARY OF SIGNAL CONDUIT AND CABLES

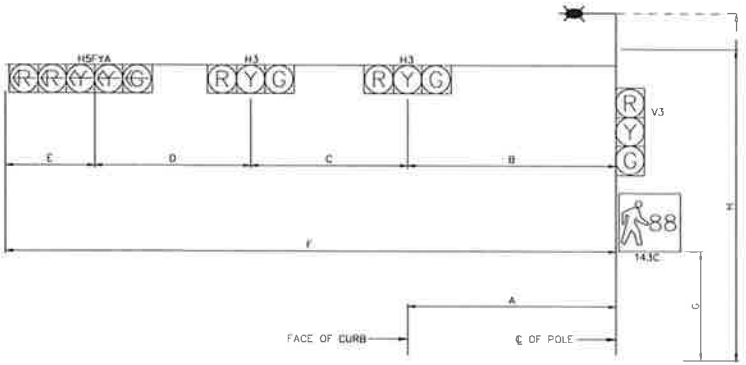
RUN NO.	CONDUIT SIZE	CONDUIT LENGTH (LF)	CONDUIT BORE (B) TRENCH (T)	CABLE NO. 8 BARE	CABLE 16 CNDR 14 AWG	CABLE 3 CNDR 14 AWG	CABLE NO. 6 XHHW BLACK	CABLE NO. 6 XHHW WHITE	CABLE NO. 8 XHHW BLACK	CABLE NO. 8 XHHW WHITE	CABLE TRAY CABLE	CABLE RADAR CABLE	CABLE OPTICOM CABLE
R-1	3"	10	T	1	1	2					1	1	
R-2	3"	85	B	1	1	2					1	1	
R-3	3"	10	T	1	1	2					1	1	
R-4	3"	75	B	1									
R-5	3"	10	T	1	1	2					1	1	
R-6	3"	90	B	1	1	2					1	1	
R-7	3"	10	T	1	1	2					1	1	1
R-8	3"	75	B	1	2	4					1	2	
R-9	3"x2	70	T	1	4	8					1	4	1
R-10	2"	10	T	1			2	1			1		
R-11	2"	15	T	To be provided by others									
CABLE TOTALS (LF)				445	645	1290	20	10	0	0	370	645	80

CONDUIT TOTALS (LF)	
2" TRENCH	25
2" BORE	
3" TRENCH	110
3" BORE	325
4" TRENCH	

Notes:
This chart does not reflect the quantities of cable inside the poles or mast arms
T = Trench, B = Bore, RM = Rigid Metal, OH = Overhead

SIGNAL HEAD AND POLE PLACEMENT

POLE NUMBER	A (FT)	B (FT)	C (FT)	D (FT)	E (FT)	F (FT)	G (FT)	H (FT)	NO. OF VEH. SIGNAL HEADS	NO. OF PED. SIGNAL HEADS
T-1	5	18	11	12	3	44	10	24	4	2
T-2	10	17	12	-	3	32	10	30	3	2
T-3	5	18	11	12	3	44	10	24	4	2
T-4	12	20	12	-	4	36	10	24	3	2

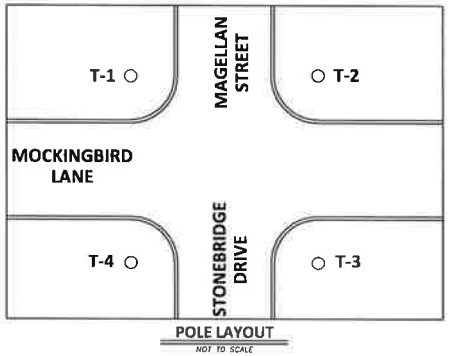


POLE AND HEAD CHART

POLE NUMBER	T-1						T-2					T-3						T-4				
MAST ARM LENGTH	44'						32'					44'						36'				
FOUNDATION TYPE	36-A						30-A					36-A						36-A				
WITH LUMINAIRES	NO						YES					NO						NO				
WITH ILSN SIGN	YES						YES					YES						YES				
SIZE OF LENS	12"	12"	12"	12"	-	-	12"	12"	12"	12"	-	12"	12"	12"	12"	-	-	12"	12"	12"	-	-
SIGNAL TYPE	H5	H3	H3	V3	P	P	H3	H3	V3	P	P	H5	H3	H3	V3	P	P	H3	H3	V3	P	P
SIGNAL FACE NO.	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	15	17	18
LED SIGNAL INDICATIONS	<R	R	R	R	W	W	R	R	R	W	W	<R	R	R	R	W	W	R	R	R	W	W
	<R	Y	Y	Y	DW	DW	Y	Y	Y	DW	DW	<R	Y	Y	Y	DW	DW	Y	Y	Y	DW	DW
	<SY	G	G	G			G	G	G			<SY	G	G	G			G	G	G		
	<FY											<FY										
	<G											<G										
PED HEADS	2						2					2						2				

OVERHEAD SIGN SUMMARY

NO.	TYPE	DESCRIPTION	LOCATION
A	FYA	LEFT TURN YIELD ON FLASHING YELLOW ARROW	T-1 MAST ARM
B	ILSN	STONEBRIDGE DRIVE/MAGELLAN STREET STREET NAME SIGN	T-1 MAST ARM
C	ILSN	MOCKINGBIRD LANE STREET STREET NAME SIGN	T-2 MAST ARM
D	FYA	LEFT TURN YIELD ON FLASHING YELLOW ARROW	T-3 MAST ARM
E	ILSN	MAGELLAN STREET/STONEBRIDGE DRIVE STREET NAME SIGN	T-3 MAST ARM
F	ILSN	MOCKINGBIRD LANE STREET STREET NAME SIGN	T-4 MAST ARM



POLE LAYOUT
NOT TO SCALE

ELECTRICAL SERVICE DATA

ELECTRICAL SERVICE DESCRIPTION (SEE ED(14))	SERVICE CONDUIT SIZE (PVC)	SERVICE CONDUCTORS NO./SIZE	SAFETY SWITCH AMPS	MAIN DISCONNECT CKT. BRK. POLE/AMP	TWO-POLE CONTACTOR AMPS ***	PANELBD./ LOADCENTER AMP RATING (MIN)	CIRCUIT NO.	BRANCH CKT. BRK. POLE/AMPS	KVA LOAD
ELEC SERV TY D(120/240)100(NS)AL(E)PS(U)	2"	3/#6	N/A	2P/100	30	100	T.S.	1P/50	<11.2
							ILSN	1P/20	
							LIGHTING	1P/20	

GROUND BOX SCHEDULE

PROPOSED TYPE C GROUND BOX	4

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SIGNAL DESIGN CHARTS

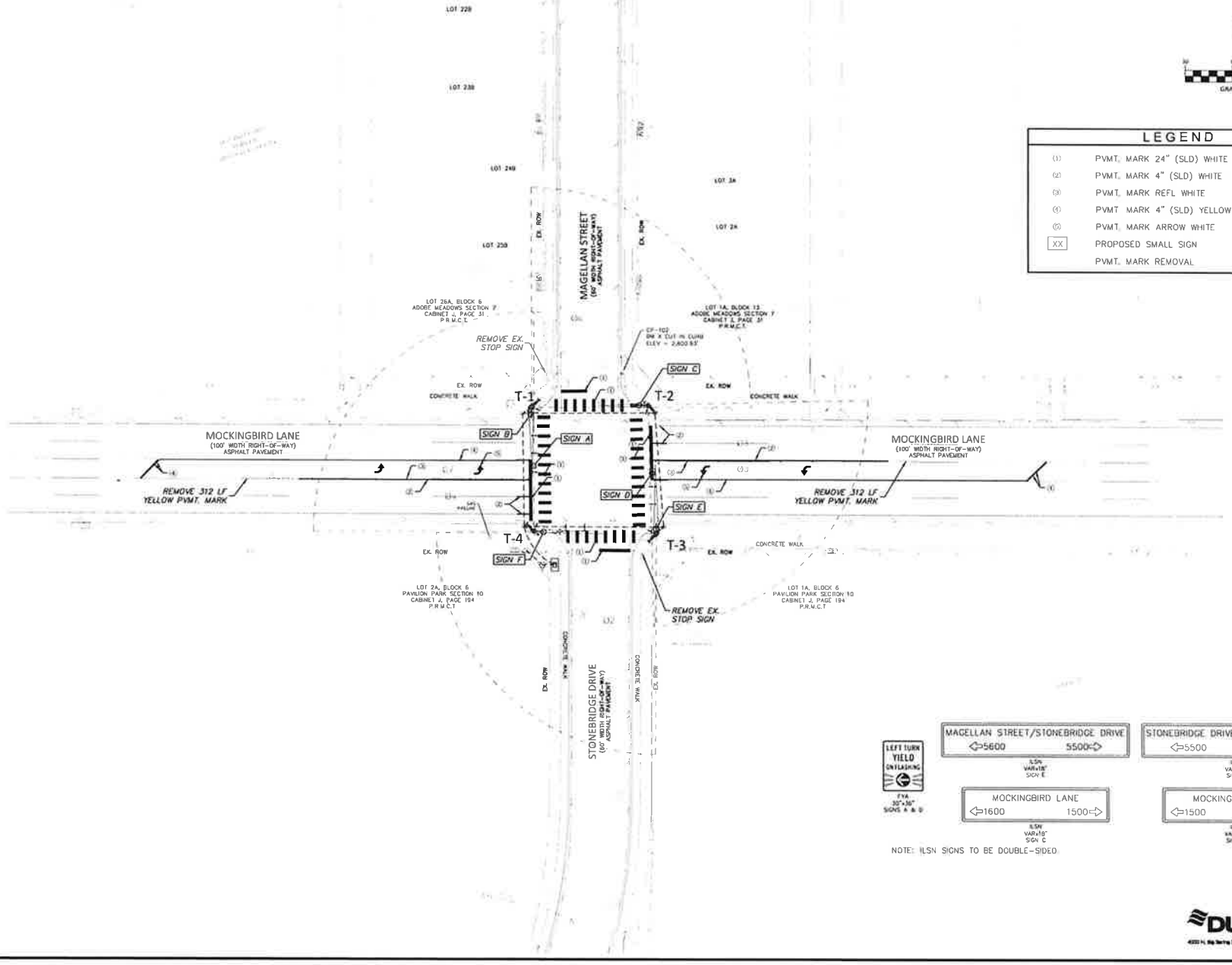
TRAFFIC SIGNAL DESIGN FOR MOCKINGBIRD LN AT MAGELLAN ST
CITY OF MIDLAND, TEXAS

MIDLAND Feel the Energy!

STATE OF TEXAS — DONALD J. SCHEIHING — 72556 — REGISTERED PROFESSIONAL ENGINEER
08/29/2023

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GRAPHIC SCALE IN FEET

LEGEND

(1)	PVMT. MARK 24" (SLD) WHITE	475 LF
(2)	PVMT. MARK 4" (SLD) WHITE	345 LF
(3)	PVMT. MARK REFL WHITE	16 EA
(4)	PVMT MARK 4" (SLD) YELLOW	325 LF
(5)	PVMT. MARK ARROW WHITE	4 EA
XX	PROPOSED SMALL SIGN	2 EA
	PVMT. MARK REMOVAL	624 LF

LEFT TURN YIELD ON FLASHING
FYA
30"x36"
SIGNS A & D

MAGELLAN STREET/STONEBRIDGE DRIVE
⇦5600 5500⇨
ILSN
VAR=18"
SIGN E

STONEBRIDGE DRIVE/MAGELLAN STREET
⇦5500 5600⇨
ILSN
VAR=18"
SIGN B

MOCKINGBIRD LANE
⇦1600 1500⇨
ILSN
VAR=18"
SIGN C

MOCKINGBIRD LANE
⇦1500 1600⇨
ILSN
VAR=18"
SIGN F

NOTE: ILSN SIGNS TO BE DOUBLE-SIDED

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April 9, 2024

SIGNAGE & PAVEMENT MARKINGS

TRAFFIC SIGNAL DESIGN FOR
MOCKINGBIRD LN AT MAGELLAN ST

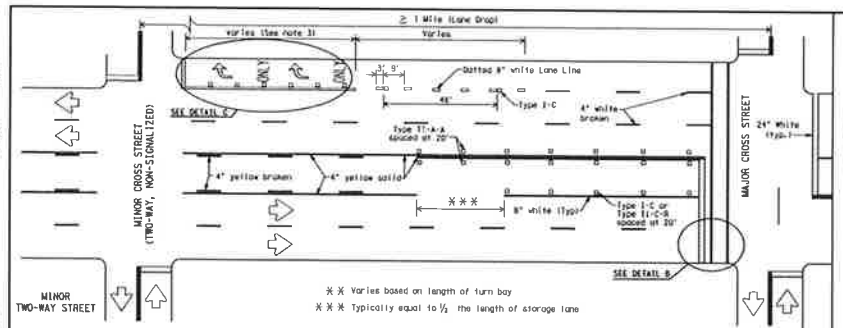
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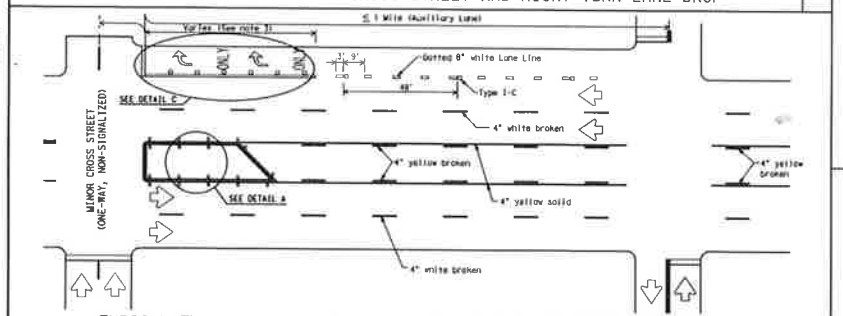
DONALD J. SZCZESNY
72556
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ENGINEER
STATE OF TEXAS
08/23/23

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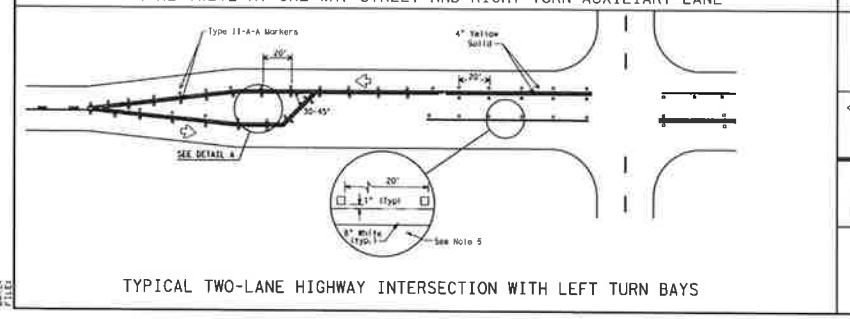
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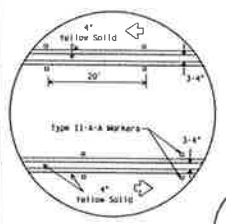
TYPICAL TWLTL AT TWO-WAY CROSS STREET AND RIGHT TURN LANE DROP



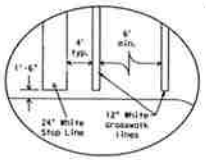
TYPICAL TWLTL AT ONE-WAY STREET AND RIGHT TURN AUXILIARY LANE



TYPICAL TWO-LANE HIGHWAY INTERSECTION WITH LEFT TURN BAYS

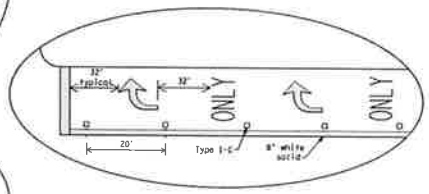


DETAIL A



Final placement of Stop Bar and Crosswalk shall be approved by the Engineer in the field.

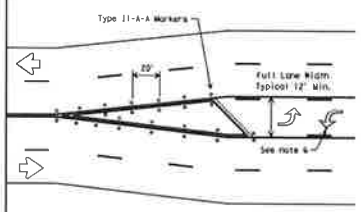
DETAIL B



DETAIL C

MATERIAL SPECIFICATIONS	
PAVEMENT MARKERS (REFLECTORIZED)	DMS-4200
EPOXY AND ADHESIVES	DMS-6100
BITUMINOUS ADHESIVE FOR PAVEMENT MARKERS	DMS-6130
TRAFFIC PAINT	DMS-8200
HOT APPLIED THERMOPLASTIC	DMS-8220
PERMANENT PREFABRICATED PAVEMENT MARKINGS	DMS-8240

All pavement marking materials shall meet the required Departmental Material Specifications as specified by the plans.



TYPICAL TRANSITION FOR TWLTL AND DIVIDED HIGHWAY

GENERAL NOTES

1. Refer elsewhere in plans for additional RPM placement and details.
2. Lane use word and arrow markings shall be used where through lanes approaching an intersection become mandatory turn lanes. Lane use word and arrow markings should be used in auxiliary lanes of substantial length. Lane use arrow markings or word and arrow markings may be used in other lanes and turn bays for emphasis. Details for words and arrows as shown in the Standard Highway Sign Designs for Texas.
3. When lane used word and arrow markings are used, two sets of arrows should be used if the length of the bay is greater than 160 feet. When a single lane use arrow or word and arrow marking is used for a short turn lane, it should be located at or near the upstream end of the full-width turn lane.
4. Other crosswalk patterns as shown in the "Texas Manual on Uniform Traffic Control Devices" may be used.
5. Raised pavement marker Type I-C with undivided highways, flush medians and two way left turn lanes. Raised pavement marker Type II-C-R with divided highways and raised medians.
6. A two-way left-turn (TWLT) lane-use arrow pavement marking should be used at or just downstream from the beginning of a two-way left-turn lane within a corridor. Repeating the marking after each intersection or dedicated turn bay is not required unless stated elsewhere in the plans.

Texas Department of Transportation
Traffic Operations Division

PAVEMENT MARKINGS FOR TWO-WAY LEFT TURN LANES DIVIDED HIGHWAYS AND RURAL LEFT TURN BAYS

PM(3)-12

5-00 2-12
6-00
3-03
2-10

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REVISIONS

NO	DESCRIPTION	DATE

April 9, 2024

SIGN & PAVEMENT MARKING DETAILS

TRAFFIC SIGNAL DESIGN FOR MOCKINGBIRD LN AT MAGELLAN ST

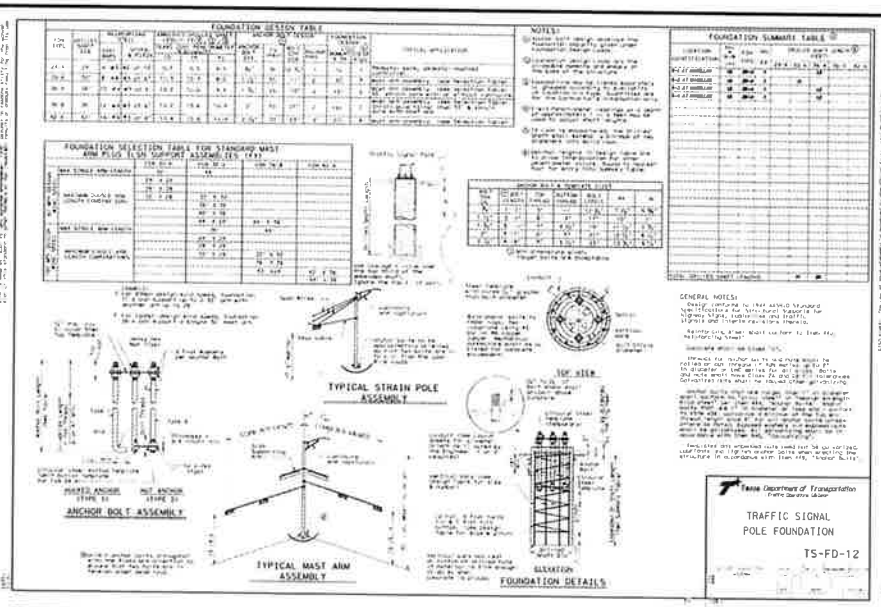
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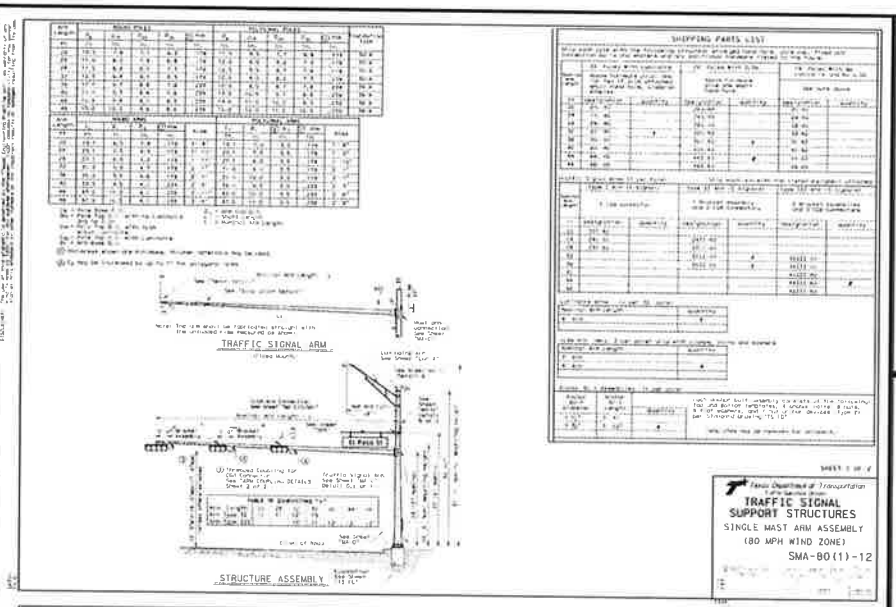
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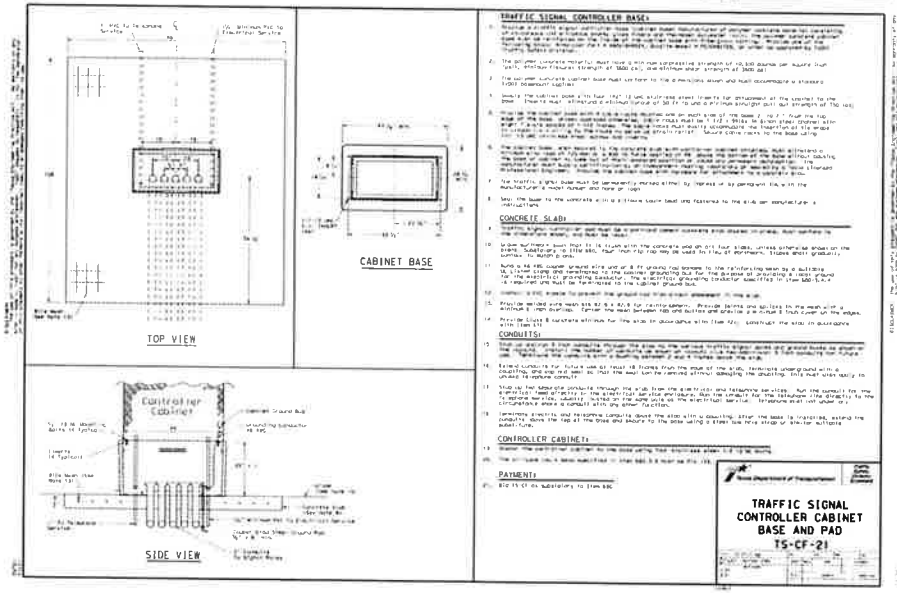
STATE OF TEXAS
DONALD J. SZCZESNY
72556
REGISTERED
PROFESSIONAL ENGINEER
08/25/2023

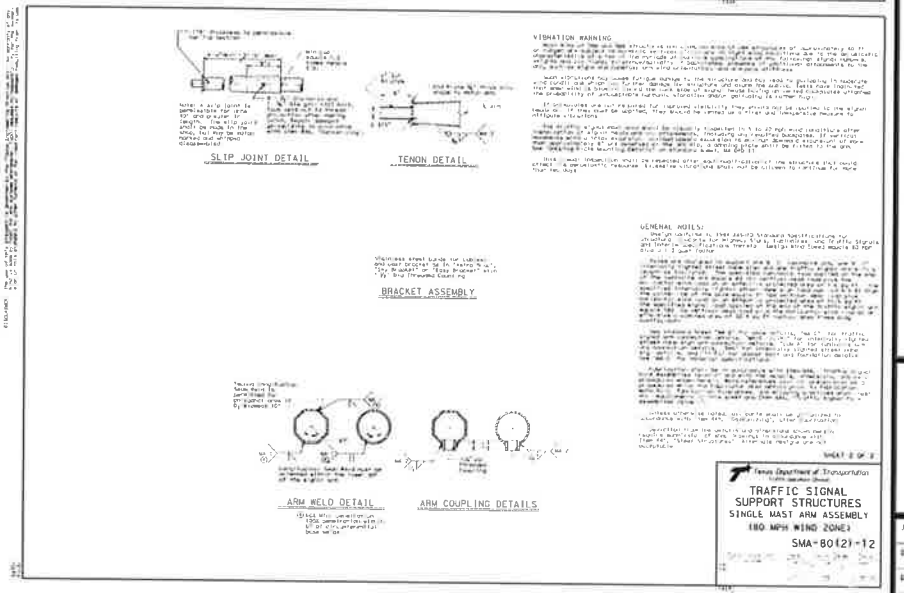
JOB NO 0184.001
DESIGNED BY SAG
DRAWN BY SAG
CHECKED BY DJS
DATE AUGUST 2023
SHEET 9

PACKET 4 44









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TRAFFIC DETAILS SHEET 1 OF 4

TRAFFIC SIGNAL DESIGN FOR
MOCKINGBIRD LN AT MAGELLAN ST
CITY OF MIDLAND, TEXAS

4.45

MIDLAND
Fuel the Energy!

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DATE	AUGUST 2023
SHEET	10

PACKET

ELECTRICAL CONDUCTORS

A. MATERIAL INFORMATION

1. Provide type THHN insulated conductors in accordance with Department material specification (DMS) 11043 "Conductors and Flat (ZIP) Electrical Conductors". Provide conductors as listed on the Material Producers List (MPL) or the Department web site under "Roadway Illumination and Electrical Supplies". Item 610, "Color Code Requiring Conductors in Conformance with the NEC." Identify grounded (neutral) conductors with a white or natural gray color. Identify ungrounded conductors with a color other than white or natural gray. Identify any grounded (neutral) conductor of size 6 AWG or smaller, depending on the method used, by means of colored insulation, colored tape, or colored marker tape throughout the entire length of the conductor's insulation or jacket. Identify any grounded (neutral) conductor of size 4 AWG or larger, depending on the method used, by means of colored insulation, colored tape, or colored marker tape at all points accessible to view in handholes, pull boxes, and at each end of the conductor's insulation or jacket.

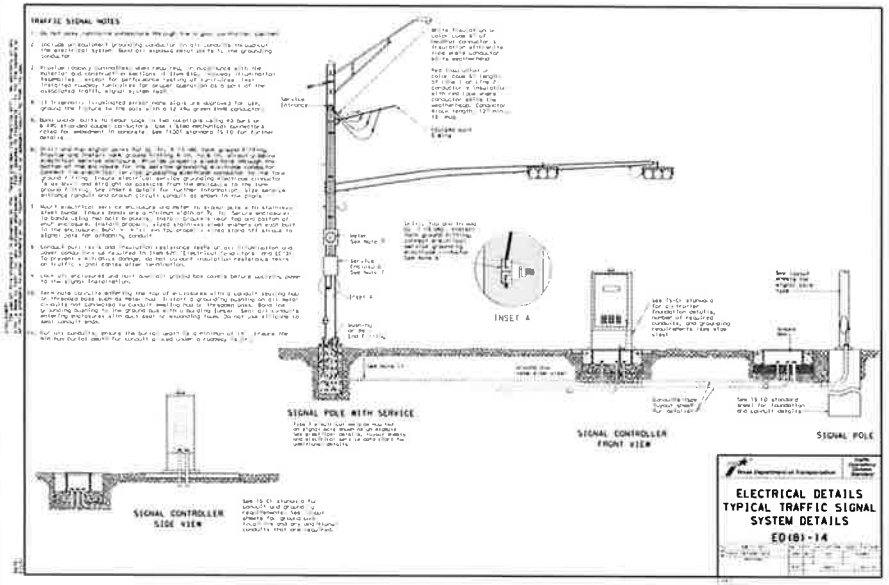
2. Provide a bare copper #6 AWG grounding electrode conductor to bond the electrical service equipment to the concrete encased grounding electrode or the ground rod at the base of the service pole. Provide a bare copper #6 AWG grounding electrode conductor with a UL listed connector in accordance with DMS 11043, connect the grounding electrode conductor to the concrete encased grounding electrode as shown in the plans.

3. Where two or more circuits are present, do not use conductor or enclosure ampacity the conductors all wiring must comply with applicable national electrical code (NEC) requirements at each accessible location. Provide taps with the same or larger gauge to include split bolts, splicer, or other specified connectors as shown on the plans. Arrow circuits identification at the tap with a permanent marker.

4. Use listed compression or screw type pressure connectors, terminal blocks, or splices to conductors #6 AWG or smaller in accordance with DMS 11043. Use hot melt adhesive lined heat shrink splices for splicing conductors #6 AWG or smaller. Do not use insulation piercing connectors, split bolt connectors, terminal blocks, or wire nuts. Use compression connectors, terminal blocks, or splices for splicing conductors #4 AWG or larger. Do not use hot melt adhesive lined heat shrink splices for splicing conductors #4 AWG or larger

TRAFFIC SIGNAL NOTES

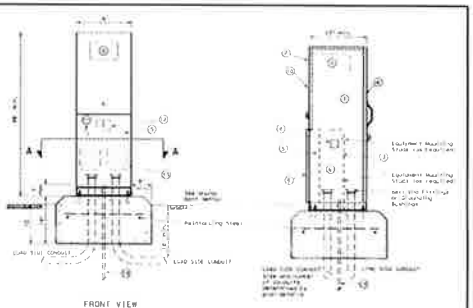
1. Do not vary restrictive phases through the signal controller cabinet.
2. Include an equipment grounding conductor in all conduits to support the electrical system. Bond all exposed metal parts to the grounding conductor.
3. Provide copper conductors, wire required, in accordance with the materials and construction sections of Item 610, "Roadway Illumination Assemblies - Interim" for performance testing of luminaires. Test installed roadway luminaires for proper operation as a part of the established traffic signal system test.
4. If luminaires, in-ground service poles, and approved for use, ground the fixture to the pole with a 12 AWG green THHN conductor.
5. Bond ground rods to rebar cage in two reinforcing rods and bare wire with #6 stranded copper conductor. Use a listed mechanical connection rated for embedment in concrete. See 7001 standard sheets for further details.
6. Install ground rods per Item 618, "Conduit" at locations shown on the plans. Ground rods shall be installed vertically with the top of the ground rod 8 inches below the finished grade. Provide a minimum of 10 feet of separation between ground rods. Use a grounding electrode conductor to connect the ground rods for the service grounding electrode conductor to the base ground fitting. Ensure electrical service grounding electrode conductor is #6 AWG THHN stranded copper as specified in the current edition of NEC. See sheet 4 detail for further information. Use service grounding conductor and branch circuit conductor as shown in the plans.
7. Route electrical wires for enclosure and meter to panel base with stainless steel bands. Ensure bands are a minimum width of ¾ in. to secure enclosure to base using two bolts to prevent twisting. Install a hole near top and bottom of each enclosure. Install proper-sized stainless steel washers on each bolt and secure with stainless steel nuts. Use proper-sized stainless steel set screws to secure wire for antenna conduit.
8. Conduit burr, rack, and insulation resistance tests on all installation and power conductors as required by Item 620, "Electrical Conductors" and 6230, "Traffic Signal Cable" before connecting to load. Insulation resistance tests on traffic signal cables after termination.
9. Label all enclosures and mark over-current protective devices before applying power to the signal installation.
10. Terminate conduits entering the top of enclosures with a conduit securing nut or threaded boss using a Meter Nut. Install a grounding bushing on all metal conduits not connected to conduit securing nut or threaded boss. Bond the grounding bushing to the ground bus with a bonding jumper. Seal all conduits entering enclosures with duct seal or equivalent foam. Do not use silicone to seal conduit ends.
11. For all conduits, ensure the burial depth is a minimum of 18". Ensure the bottom burial depth for conduit is 24" under a roadway facility.

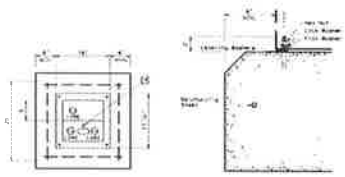


ELECTRICAL DETAILS
TYPICAL TRAFFIC SIGNAL SYSTEM DETAILS
ED(8)-14

PEDESTAL SERVICE NOTES

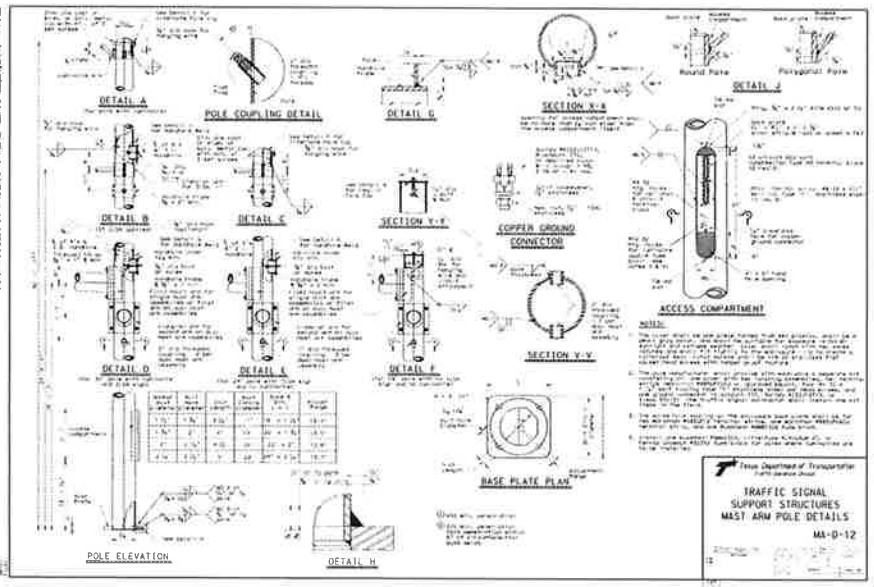
1. Manufacture pedestal electrical supplies in accordance with Departmental Specifications (DMS-11260) "Electrical Supplies - Traffic Signal Service Pedestal (PS)" and then add "Electrical Supplies - Miscellaneous" for all pedestal services as listed on the Materials Producers List (MPL) on the Department's web site under "Roadway Illumination and Electrical Supplies." Item 618, "Ensure all mounting hardware and installation details of services meet utility company specifications. Contact the local utility company for guidance on pedestal details prior to installing the electrical pedestal service. Submit any changes required by the utility company prior to manufacturing the pedestal enclosure.
2. When a meter socket is required, provide a gusset with a minimum 100 sq/in rating that complies with local utility requirements.
3. Provide Class A or C concrete for pedestal service foundations in accordance with Item 420, "Concrete Substructures," except that concrete will not be bold for driveway built in conformity subsidiary to Item 420.
4. Provide reinforcing steel for foundations in accordance with Item 440, "Reinforcement for Concrete."
5. Install ½ in. X 12 in. minimum length concrete cinch expansion type anchors for mounting pedestal enclosure to foundation. Anchor location to match mounting holes in most current of enclosure. Secure each of the four corners of the pedestal enclosure to the anchors in the foundation with a ½ in. galvanized or stainless steel washer and nut, properly sized conduit and a flat washer.
6. Finish top of concrete foundation in a neat and workmanlike manner. If leveling washers are used, ensure no more than ½ in. use of sand, gravel, or non-erosive material under the foundation or as a base for leveling washers. Do not exceed a maximum of ½ in. under the service enclosure to level it prior to bolting it to the foundation. Ensure the top of the service enclosure is level prior to bolting it to the foundation. Ensure proper grounding or equipment of the service enclosure at no additional cost to the department.
7. Do not use liquid-tight flexible metal conduit (LFMC) on pedestal type services.
8. Ensure all issues in the transformer and its compatibility processor & consult requirements for underground conduit and feeders, (ex) orientations may be changed provided the ends of the right-of-way conduits are more than 2 in. below the top of the concrete foundation. Where extension conduits are noted, grounding bushings must be included with a bonding jumper properly terminated.

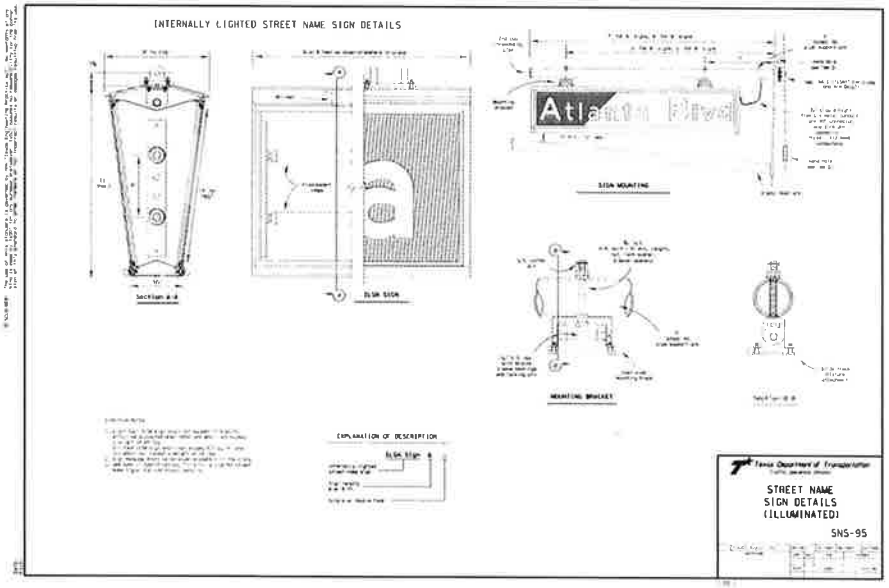


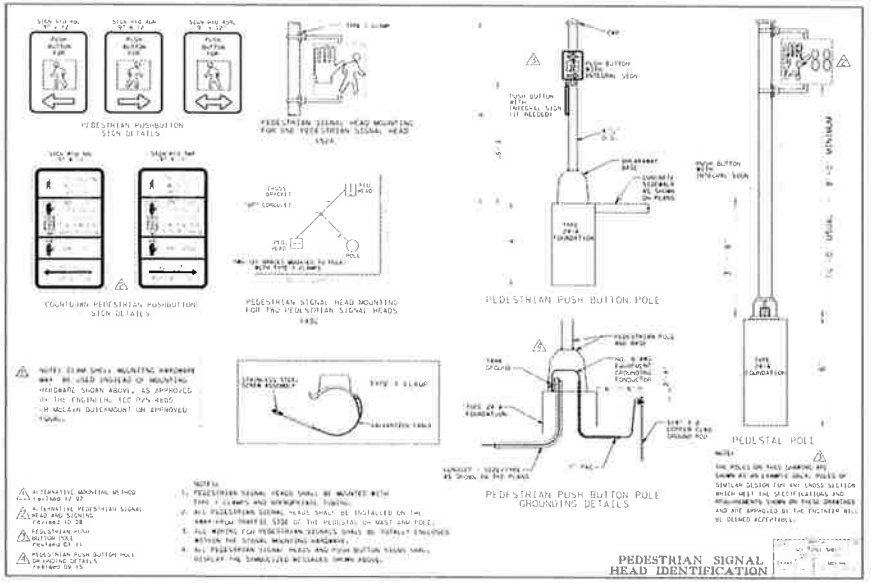


LEGEND

	Service Entrance Conduit
	Service Entrance Conductors
	Grounding Electrode Conductor
	Grounding Electrode
	Grounding Bushing
	Meter Socket
	Meter
	Meter Nut
	Load Side Conduit
	Load Side Conductors
	Load Side Grounding Conductor
	Load Side Grounding Electrode Conductor
	Load Side Grounding Electrode
	Load Side Grounding Bushing
	Load Side Grounding Bushing
	Load Side Grounding Bushing







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TRAFFIC DETAILS SHEET 4 OF 4

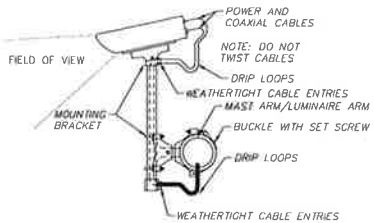
TRAFFIC SIGNAL DESIGN FOR
MOCKINGBIRD LN AT MAGELLAN ST
CITY OF MIDLAND, TEXAS

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04/09/2024

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D.I.S. CAD BY	SAG
E. RAMIREZ	SAG
CHECKED BY	DJS
DATE	AUGUST 2023
SHEET	13

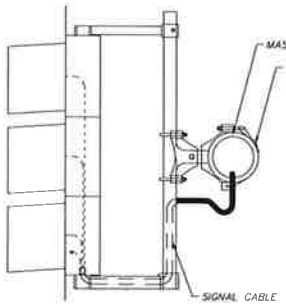
PACKET 4 48



TYPICAL WIRING OF MAST ARM/LUMINAIRE ARM MOUNTED VIDEO VEHICLE DETECTION CAMERAS (ASTRO-BRAC) TYPE OR EQUAL

VIVDS NOTES:

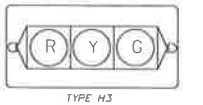
1. USE AT LEAST ASTRO-BRAC TYPE MOUNTING BRACKET TO THE DESIRED LOCATION AT LEAST 24' FEET ABOVE THE ROAD ON THE MAST ARM, LUMINAIRE ARM OR THE SIGNAL POLE. PIN IF REQUIRED.
2. MOUNT SETBACK CAMERAS IN SUCH A MANNER TO MAINTAIN A 10' CLEARANCE ZONE FROM OVERHEAD ELECTRICAL LINES.
3. AIM THE BRACKET DOWN TOWARD THE DIRECTION OF TRAFFIC TO BE DETECTED.
4. ATTACH THE CAMERA ASSEMBLY TO THE CAMERA MOUNTING BRACKET.
5. CONNECT THE CAMERA CABLES TO THE CAMERA ENCLOSURE, LEAVING DRIP LOOP NEAR THE CAMERA.
6. WHEN MOUNTING PRESENCE CAMERAS ON MAST ARMS THE CONTRACTOR SHALL CONTACT THE TRAFFIC ENGINEERING SIGNAL INSPECTION GROUP FOR FURTHER MOUNTING INSTRUCTIONS.



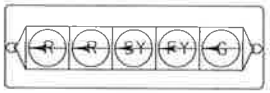
TYPICAL WIRING OF MAST ARM MOUNT SIGNAL HEADS (ASTRO-BRAC TYPE)

NOTES:

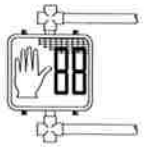
1. PROVIDE ALL SIGNAL HEADS FROM THE SAME MANUFACTURER.
2. PROVIDE ALL LED TRAFFIC SIGNAL LAMP UNITS, AS WELL AS THE VARIOUS COMPONENTS OF THE SIGNAL HEADS TO BE INSTALLED WITHIN THIS PROJECT.
3. TRAFFIC SIGNAL HEADS SHALL BE YELLOW ALUMINUM WITH VENTED BLACK ALUMINUM BACK PLATES.
4. SIGNAL HEADS MOUNTED ON POLES AND MAST ARMS SHALL BE LEVEL AND PLUMB AND AIMED AS DIRECTED. COVER ALL SIGNAL FACES UNTIL PLACED IN OPERATION.
5. THE INTERNAL ARRANGEMENTS OF EACH LOUVER SHALL CONSIST OF FIVE VANES WITH A 7-DEGREE CUT-OFF RIGHT OF CENTER. ALL LOUVERS SHALL HAVE A FLAT BLACK FINISH ON THE INSIDE SURFACES. EACH LOUVER SHALL BE OF SUITABLE WEIGHT AND SIZE TO FIT INSIDE THE FULL CIRCLE VISOR FURNISHED FOR THE INTENDED SIGNAL SECTION.
6. THE SIGNAL HEAD TO MAST ARM CONNECTION MUST ALLOW FOR ADJUSTMENT ABOUT THE HORIZONTAL AND VERTICAL AXIS.



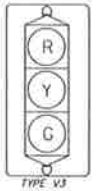
TYPE H3



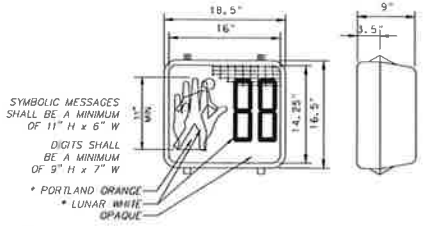
TYPE H5



TYPE P



TYPE V3

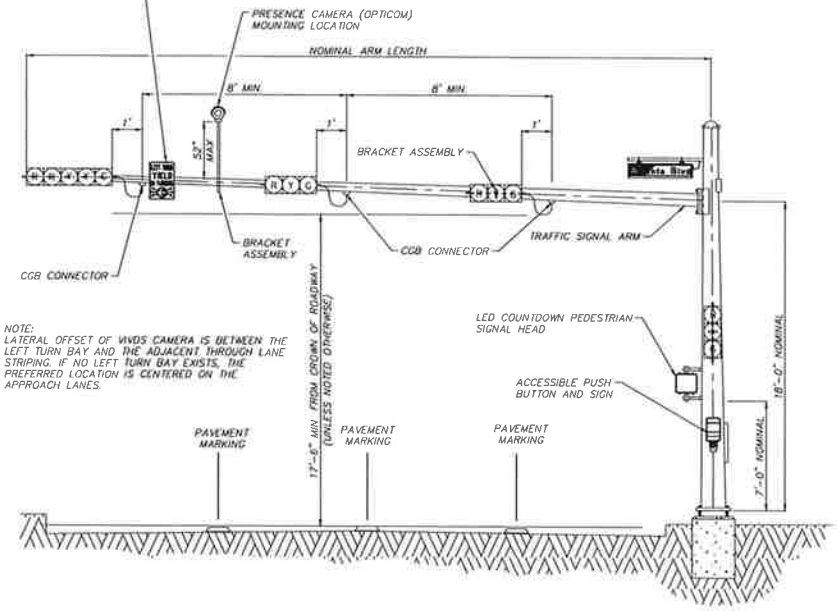


* BOTH SYMBOLIC INDICATION SHALL BE SOLID. OUTLINED INDICATIONS ARE NOT ACCEPTABLE.

LED COUNTDOWN PEDESTRIAN SIGNAL HEAD

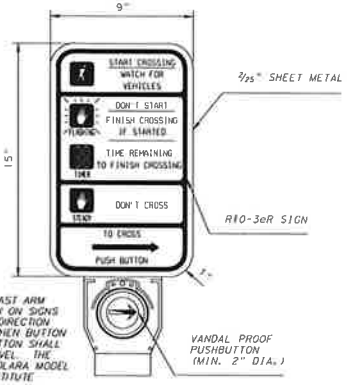


R10-17T
30"x36"



NOTE:
LATERAL OFFSET OF VIVDS CAMERA IS BETWEEN THE LEFT TURN BAY AND THE ADJACENT THROUGH LANE STRIPING. IF NO LEFT TURN BAY EXISTS, THE PREFERRED LOCATION IS CENTERED ON THE APPROACH LANES.

TYPICAL DETAIL OF SIGN MOUNTING AND CAMERA MOUNTING LOCATION ON MAST ARM



THE SIGN SHOWN SHALL BE USED ON MAST ARM POLES. DIRECTION OF CROSSING ARROW ON SIGNS SHALL CORRESPOND TO THE CROSSING DIRECTION PEDESTRIAN ARE SUPPOSE TO CROSS WHEN BUTTON IS PUSHED. THE ACCESSIBLE PUSH BUTTON SHALL BE INSTALLED 3'-6" ABOVE GROUND LEVEL. THE ACCESSIBLE PUSH BUTTON SHALL BE POLARA MODEL CN2 3 C B0-Y-BD OR APPROVED SUBSTITUTE

ACCESSIBLE PUSH BUTTON & SIGN

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NO	DESCRIPTION	DATE
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April 9, 2024

TRAFFIC SIGNAL DETAILS

TRAFFIC SIGNAL DESIGN FOR MOCKINGBIRD LN AT MAGELLAN ST
CITY OF MIDLAND, TEXAS

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JOB NO	9184.001
DESIGNED BY	SAG
DRAWN BY	SAG
CHECKED BY	DJS
DATE	AUGUST 2023
SHEET	14

PACKET 4 49

PACKET

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April 9, 2024

DALP NO. 009184.002

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(TX REG. F-1114)

CITY OF MIDLAND
TRAFFIC SIGNAL DESIGN FOR
LAMESA ROAD AT GIST AVENUE
BOND PROJECT NUMBER:

AUGUST 2023

INDEX OF SHEETS

NUMBER	DESCRIPTION
	GENERAL
1	COVER
2	VICINITY MAP
3	TRAFFIC SIGNAL GENERAL NOTES
4	SUMMARY OF QUANTITIES
5	EXISTING CONDITIONS
6	PROPOSED LAYOUT
7	QUANTITY TABLES
8	SIGNAGE & PAVEMENT MARKINGS
9	SIGNAGE & PAVEMENT MARKING DETAILS
10 - 13	TXDOT TRAFFIC DETAILS
14	TRAFFIC SIGNAL DETAILS

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LORI BLONG

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CITY TRAFFIC ENGINEER

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OFFICE: (432) 685-7511

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CONTRACTOR _____

DATE CONSTRUCTION BEGAN _____

WORK _____

DATE WORK WAS COMPLETED _____

DATE WORK WAS ACCEPTED _____

FINAL CONTRACT COST _____

STATE OF TEXAS
DONALD J. SZCZESNY
72556
PROFESSIONAL ENGINEER

PROJECT ENGINEER
08/25/2023
DATE

SUBMITTED _____

_____
ENGINEER

RECOMMENDED _____

_____
CITY ENGINEER

RECOMMENDED _____

_____
ENGINEERING SERVICES DIRECTOR

VICINITY MAP

1"=4000'

DUNAWAY

SHEET 2	VICINITY MAP	REVISIONS NO. DATE DESCRIPTION	
DATE AUGUST 2023	TRAFFIC SIGNAL DESIGN FOR LAMESA ROAD AT GIST AVENUE CITY OF MIDLAND, TEXAS		
DESIGNED BY DJS			
DRAWN BY SAG			
CHECKED BY SAG			
JOB NO 25184.002			

TRAFFIC SIGNAL INSTALLATION

Please contact the Traffic Engineering Office at 989-837-3348 so that a representative from the City of Midland Signal Shop may attend the pre-construction meeting.

Underground utilities may be present within the Right-Of-Way on this project. For signal, illumination, surveillance, and communication & control contact the City utility companies for locates a minimum of 48 hours in advance of excavation.

The locations of all signal related items, pavement markings, signing, etc. are diagrammatic only and may be shifted to accommodate field conditions and/or as directed by Engineer.

Item 416: Drilled Shaft Foundations

Locations of foundations shown on the plans are for diagrammatic purposes only and may be varied to meet local conditions, subject to approval. Stake these locations and have them approved by the inspector before installation of foundations. This will ensure that all luminaires and mast arms are clear of all overhead lines and underground utilities before drilling begins.

The signal inspector together with the contractor will calculate the vertical signal head clearance before placing any traffic signal pole foundation.

Set anchor bolts for strain poles for signals. Set two in tension and two in compression. Obtain approval of anchor bolt placement as directed before placing concrete.

Notify the Inspector 48 hours prior to forming and placing concrete in any of the Signal Pole and Controller Foundations. Do not place concrete without an Inspector present. Failure to inform the Inspector and provide adequate time to arrive on the job site may result in removing and replacing the foundation.

Item 421: Hydraulic Cement Concrete

Furnish mix designs to the Engineer in a format compatible to the latest version of the Department's Construction Management System (Site Manager).

Provide an approved Private Laboratory Contractor to perform the needed concrete testing.

Item 449: Anchor Bolts

Use pipe joint compound that is an electrically conducting protective thread lubricant compound to be used on the foundation anchor bolts for Traffic Signal Poles (Crouse-Hinds TL-2, OZ/Gedney STL, Thomas & Betts Kopr-Shield, or equal).

Item 502: Barricades, Signs, and Traffic Handling

Use Temporary Traffic Control (TTC) for this project as detailed on the latest BC standard plan sheets, and WZ (BTS-1 and BTS-2)-13, as provided for in Part VI of the Texas Manual on Uniform Traffic Control Devices, and as indicated on the title sheet.

In addition to the TTC and the latest WZ standard plan sheets, install barricades and warning signs, as appropriate, to adequately warn motorists. Permanent signs may be installed when construction in an area is complete and they will not be in conflict with the traffic control plan for the remainder of the job.

Existing signs are to remain as long as they do not interfere with construction and they do not conflict with the traffic control plan.

When traffic is obstructed, arrange warning devices in accordance with arrangements indicated in the latest edition of the "Texas Manual on Uniform Traffic Control Devices." When advanced warning flashing arrow panels and/or changeable message sign is specified, have one standby unit in good condition at the job site.

Cover or remove any work zone signs when work or condition referenced is not occurring.

No work will be permitted to commence on the road before sunrise and shall be arranged so that all machinery and/or equipment shall be away from the roadway near the R.O.W. line after sunset. Any operations requiring lane closures within any City Limits shall not begin before 9:00 A.M. or continue past 4:00 P.M.

Do not place barricades, signs, or any other traffic control devices where they interfere with sight distance at driveways or side streets. Provide access to all driveways during all phases of construction. Attention is called to the fact that all locations used for storing construction equipment, and materials of any type within the right of way shall be approved by the Engineer.
Use of the right of way for these purposes will be restricted to those locations where driver sight distance to businesses and side street intersections is not obstructed and at other locations where an unsightly appearance, as determined by the Engineer, will not exist.

Remove any obstructions to existing drainage due to the Contractor's operations as required, at the Contractors expense.

Item 531: Sidewalks

The curb ramp locations shown in the plans have taken into account the geometric features of the intersection, traffic signals, and the pavement markings. If anything changes during construction, the location of curb ramps must be adjusted to ensure they meet TAS/ADAAG requirements.

Item 618: Conduit

When conduit must be placed by trenching in paved areas, cut and restore pavement in accordance with Item 400, Article 400.3.A.1.b, and as shown in the plans. Cut pavement using only approved saws. Cutting and restoring pavement will not be paid for directly, but will be subsidiary to this Item.

If placing RM conduit on bridge structures do so as directed. Where PVC, duct cable, and HDPE conduit 1" and larger is allowed and installed as per TxDOT standards, provide a PVC elbow in place of the galvanized rigid metal elbow required by the Electrical Detail standards.
Ensure the PVC elbow is of the same schedule rating as the conduit to which it is connected.

Ensure only a flat, high tensile strength polyester fiber pull tape is used for pulling conductors through the PVC conduit system.

The locations of conduit and ground boxes are diagrammatic only and may be shifted to accommodate field conditions as directed.

Item 620: Electrical Conductors

Terminate all electrical conductors from the controller at the termination block in the traffic signal pole hand hole whether in use or not.

All wiring not covered by the plans and specifications shall be in accordance with the National Electric Code (NEC).

When the specifications for electrical items require UL listed products, it will be construed to mean UL listed or CSA listed.

Bond together any grounding conductors that share the same conduit, junction box, ground box, or structure, at every accessible point in accordance with the National Electrical Code (NEC).

Item 621: Tray Cable

All proposed tray cable and number of conductors required shall be as shown on the plans. No splices shall be allowed.

Item 624: Ground Boxes

Locations of ground boxes are approximate. Final locations will be as approved. Provide an apron for ground boxes as shown on standard ED (3)-03.

Item 628: Electrical Services

Contact the Electric Utility Company to make all necessary arrangements to provide power for the electrical service shown on the plans in accordance with ARTICLE 628.5 and the Electrical Details, except that the City of Midland will make application to the Electric Utility Company for service (See note below).

NOTE:
Before fabricating the electrical service, contact the City of Midland Signal Shop Supervisor (Phone 989-837-3348), to make application (billing arrangements) for service with the Electric Utility Company.

Time-charge suspension due to the availability of power shall not be considered unless all arrangements for power have been submitted within fifteen (15) days after the project work has begun.

Item 656: Foundations for Traffic Control Devices

Foundations for traffic signal controller is subsidiary to Items 680.

Locations of foundations shown on the plans are for diagrammatic purposes only and may be varied to meet local conditions, subject to approval. Stake these locations and have them approved by the inspector before installation of foundations. This will ensure that all luminaires and mast arms are clear of all overhead lines and underground utilities before drilling begins.
The signal inspector together with the contractor will calculate the vertical signal head clearance before placing any traffic signal pole foundation.

Install traffic signal controller foundation (City of Midland type)

Item 680: Installation of Highway Traffic Signals

This project shall consist of the installation of all of the materials necessary for complete signal systems as follows:

1. Provide submittal literature for all traffic signal equipment before installation.
   - Equipment will not be accepted for delivery or any payment made until the equipment, materials lists and shop drawings have been approved by the Engineer. Approval by the Engineer does not relieve the Contractor of his responsibilities to meet the requirements of the specifications and plans. All submittal literature shall be approved and verified for all the furnished traffic signal equipment prior to its installation.
2. Furnish and install all required materials and equipment necessary for the complete and operating traffic signal installation. The City will furnish to the Contractor all poles and posts including anchor bolts, cabinet, controller, battery backup system, MMU2-LEIp, conflict monitor, flashing yellow arrow signs, PTZ camera, radar detectors, opticom systems, and iLSN signs.
3. Accomplish the erection of poles and luminaires located near any overhead electrical lines using established industry and utility safety practices. Consult with the appropriate utility company before beginning such work.
4. The locations shown on the plans for controller foundations, conduit and other items may be adjusted to better fit field conditions as approved, due to conflicts with utilities.
5. Use a Vulcan swinger sign mounting bracket or equivalent for all signs mounted on span wires.
6. Provide vibration dampers for mast arms 28 feet long and longer. Use dampers 18"x48" for arms up to 48 feet long, and 16"x66" for longer mast arms. Install using Astro-sign Brac, Signfix aluminum channel, or equal, at a maximum of 3 feet from the end of the mast arm.
7. Provide a qualified technician on the project site to place the traffic signals in full operation.
8. Install the City of Midland supplied controller and cabinet assembly.

CITY OF MIDLAND CONTROLLER			
2	Provided By	City of Midland	Signal Controller
2	Provided By	City of Midland	NEMA TS2 Type 2 Cabinet
2	Provided By	City of Midland	Conflict Monitor
2	Provided By	City of Midland	Make Ready (One-time Charge)

Contact the City of Midland Signal Shop at 432-685-7928 to coordinate a pick up time.

9. The City of Midland Signal Shop will not assume responsibility for the maintenance of the traffic signals until the project is completed and accepted.
10. Wire the signal installation to operate in accordance with phase diagrams in these plans. Timing and phasing will be changed and maintained by the City of Midland Traffic Engineering Group. A copy of all revisions to the original timing and phasing plans will be delivered to the City of Midland Traffic Engineering group and one copy is to stay in the controller cabinet at the completion of the project.
11. Place the traffic signal into operation after all required striping is complete and all conflicting signing is removed.
12. Project Inspection: For electrical project inspection, contact the City of Midland Signal Shop in advance of needed inspections. At the time of the final electrical inspection, the City of Midland will create a punch list of discrepancies to be corrected before signal is put into flash mode.
13. Signal Turn-On: Notify the City of Midland Signal Shop approximately 48 hours in advance of the signal turn on. Signal technicians from the City of Midland must be present when the signals are placed in full operation. Unless otherwise directed, place the signal in full operation between 9:00 A.M. - 12:00 (NOON) on Tuesdays, or Wednesdays only.
14. Test Period for Signals: The signals shall operate continuously for a minimum of 30 calendar days in a satisfactory manner. Equipment failures during these 30 days will cause the test period to start over.
15. During the thirty-day test period, the City of Midland Signal Shop will be the First Responders to all trouble calls. They will, in turn contact the Contractor. Provide qualified personnel to respond to these and all trouble calls. Repair and diagnose any malfunctions to signal equipment supplied for the project. Provide a local telephone number, not subject to frequent changes and available to receive calls on a 24-hour basis. Respond to reported calls within a reasonable travel time, (i.e. from a Midland address), but not more than 2 hours maximum. Make appropriate repairs within 24 hours. Place a logbook in the controller cabinet and keep a record of each trouble call reported. Notify the Engineer of each trouble call. The error log in the conflict monitor shall not be cleared during the thirty-day test period without approval. If it is necessary to replace equipment, such as a controller, in order to return the signals to normal operation, the City of Midland will replace the equipment with loaned equipment until the original equipment is repaired and then replaced.

Item 682: Vehicle and Pedestrian Signal Heads

Provide all signal heads from the same manufacturer.

Provide all LED traffic signal lamp units, as well as the various components of the signal heads to be installed within this project.

Traffic signal heads shall be yellow aluminum with black aluminum vented back plates. Signal heads mounted on poles and mast arms shall be level and plumb and aimed as directed. Cover all signal faces until placed in operation.

For all proposed mast arm pole assemblies, provide mounting bracket assembly Option "C" as described on the State Standard Sheets "Single Mast Arm Assemblies."

Item 684: Traffic Signal Cables

Include extra cable length in each run to provide adequate slack, at each ground box, foundation and signal head. Identify each cable as shown on the plans (cable 1, etc.) with pre-numbered identification tags of plastic, tape or marking labels at each signal head, ground box, terminal block, pole base and controller.

All cables shall be continuous without splices from terminal point to terminal point or as directed or approved. All proposed signal cable and number of conductors required shall be as shown on the plans. Terminate all electrical conductors from the controller at the termination block in the signal pole hand hole whether in use or not.

Provide an extra 10' for each cable terminating in the controller cabinet. All cables shall be continuous without splices from terminal point to terminal point. All proposed signal cable shall be #14 AWG stranded copper. Provide the number of conductors as shown on the plans.

Item 686: Traffic Signal Pole Assemblies (Steel)

Provide all signal poles from the same manufacturer.

Use materials from the prequalified material producer lists as shown on the Texas Department of Transportation (TxDOT) - Construction Division's (CST) material producer list. Category is "Roadway Illumination and Electrical Supplies."

6260: LED Pedestrian Signal Module

Furnish and install in aluminum housing, LED "Walking Person," and "Hand" icon pedestrian signal modules with countdown feature.

Housing for LED pedestrian signal module shall be paid for under Item 682 "Vehicle and Pedestrian Signal Heads."

6815: Accessible Pedestrian Signal Units

At intersections where a minimum of 10 ft. spacing between adjacent accessible pedestrian signal units is not possible, each accessible pedestrian pushbutton must be provided with the following features:

- A pushbutton locator tone,
- A tactile arrow,
- A speech walk message for the walking person indication and
- A speech pushbutton information message.

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Tel: 432.687.1180
TX FIRM: F-11756

NO	DATE	REVISIONS DESCRIPTION
		April 9, 2024

GENERAL NOTES

TRAFFIC SIGNAL DESIGN
FOR LAMESA ROAD AT GIST AVENUE
CITY OF MIDLAND, TEXAS





JOB NO	9184.002
DESIGNED BY	SAG
DRAWN BY	SAG
CHECKED BY	DJS
DATE	AUGUST 2023
SHEET	3

PACKET 4 52

ACCESS Systems
Permits: 1-31-24
Permits: 2-14-24
Permits: 04-09-24

TRAFFIC SIGNAL SUMMARY OF QUANTITIES				
ITEM NO.	DESC.	DESCRIPTION	UNIT	QUANTITY
416	6031	DRILL SHAFT (TRF SIG POLE) (30 IN)	LF	20
416	6032	DRILL SHAFT (TRF SIG POLE) (36 IN)	LF	26
500	6001	MOBILIZATION	LS	1
618	6023	CONDT (PVC) (SCH 40) (2")	LF	25
618	6029	CONDT (PVC) (SCH 40) (3")	LF	110
618	6030	CONDT (PVC) (SCH 40) (3") (BORE)	LF	325
620	6007	ELEC CONDR (NO. 8) BARE	LF	445
620	6010	ELEC CONDR (NO. 6)INSULATED	LF	30
621	6002	TRAY CABLE (3 CONDR) (12 AWG)	LF	370
624	6008	GROUND BOX TY C (162911) W/APRON	EA	4
628	6164	TY D (120/240)100(NS)AL(E)PS(U)	EA	1
666	6036	REFL PAV MRK TY 1 (W) 4" (SLD)(100MIL)	LF	300
666	6048	REFL PAV MRK TY 1 (W) 24" (SLD)(100MIL)	LF	440
666	6054	REFL PAV MRK TY 1 (W) (ARROW)(100MIL)	EA	4
666	6138	REFL PAV MRK TY 1 (Y) 4" (SLD)(100MIL)	LF	560
672	6007	REFL PAV MRKR TY 1-C	EA	11
677	6001	ELIM EXT PAV MRK&MRKS (4")	LF	624
680	6002	INSTALL HWY TRF SIG (ISOLATED)	EA	1
682	6001	VEH SIG SEC (12 IN) LED (GRN)	EA	12
682	6002	VEH SIG SEC (12 IN) LED (GRN ARW)	EA	2
682	6003	VEH SIG SEC (12 IN) LED (YEL)	EA	12
682	6004	VEH SIG SEC (12 IN) LED (YEL ARW)	EA	4
682	6005	VEH SIG SEC (12 IN) LED (RED)	EA	12
682	6006	VEH SIG SEC (12 IN) LED (RED ARW)	EA	4
682	6017	PED SIG SEC (12 IN) LED (2 INDICATIONS)	EA	8
684	6021	TRF SIG CBL (TY A)(14 AWG)(16 CONDR)	LF	645
684	6021	TRF SIG CBL (TY A)(14 AWG)(3 CONDR)	LF	1290
686	6034	INS TRF SIG PL AM (S) 1 ARM (32') ILSN	EA	2
686	6050	INS TRF SIG PL AM (S) 1 ARM (48') ILSN	EA	1
686	6048	INS TRF SIG PL AM (S) 1 ARM (44') LUM&ILSN	EA	1
688	6001	PED DETECT PUSH BUTTON (APS)	EA	8
6025	6001	RADAR PRESENCE DETECTOR	EA	4
6025	6002	RADAR PRESENCE DETECTOR COMM CABLE	LF	645
XXXX	XXXX	OPTICOM MODEL 3100 RADIO/GPS RECEIVER MODULE	EA	1
XXXX	XXXX	OPTICOM MODEL 1070 GPS INSTALLATION CABLE	LF	80
PROVIDED BY THE CITY OF MIDLAND				
6058	6001	BBU SYSTEM (EXTERNAL BATT CABINET)	EA	1
XXXX	XXXX	TRAFFIC SIGNAL CONTROLLER, CABINET, AND CONFLICT MONITOR	EA	1

DUNAWAY

REVISIONS

NO	DESCRIPTION	DATE
		April 9, 2024

SUMMARY OF QUANTITIES

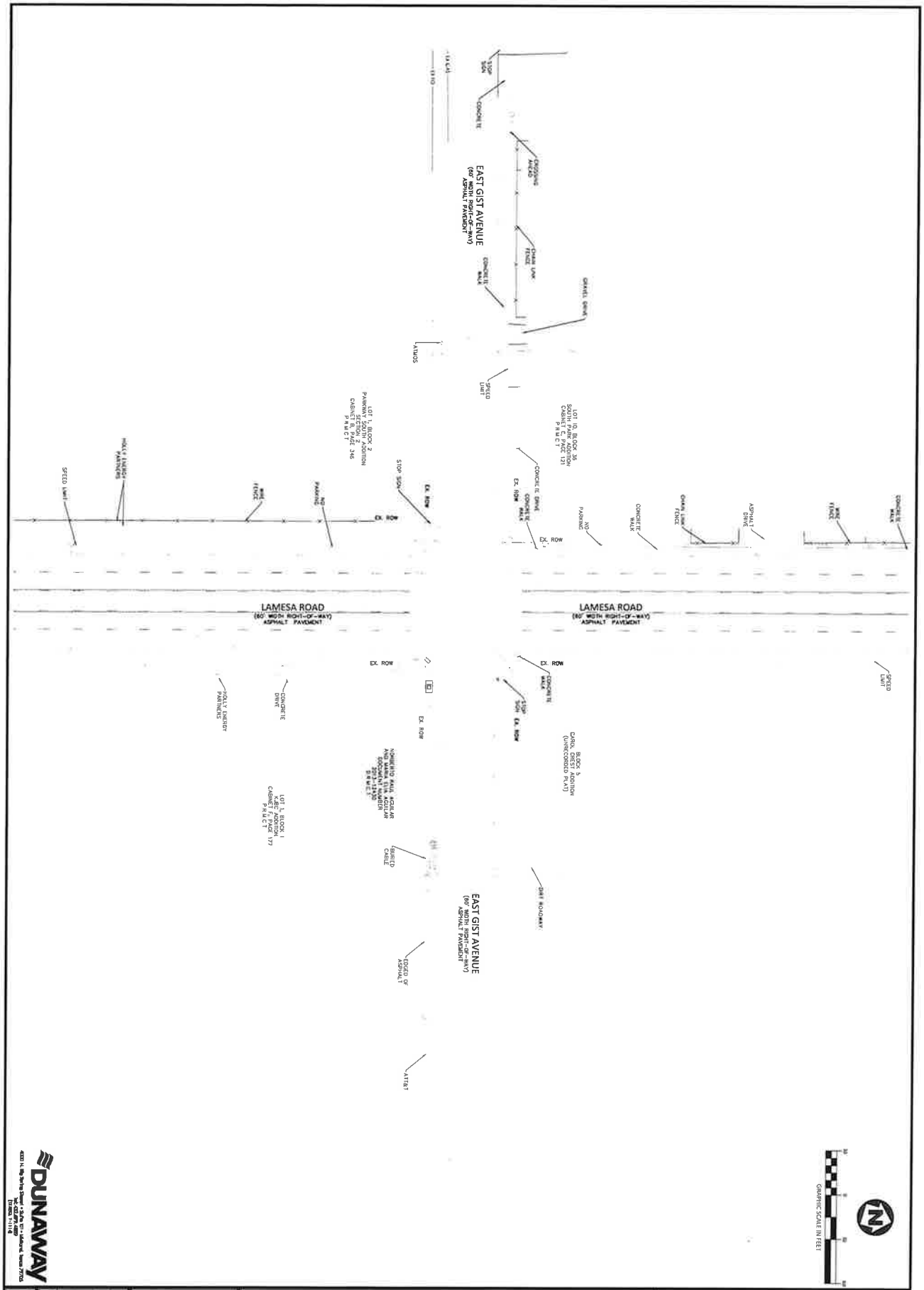
TRAFFIC SIGNAL DESIGN
FOR LAMESA ROAD AT GIST AVENUE
CITY OF MIDLAND, TEXAS

MIDLAND
Feel the Energy!

DONALD J. SZCZESNY
17556
REGISTERED
PROFESSIONAL ENGINEER

JOB NO	9184.002
DESIGNED BY	SAG
DRAWN BY	AJA
CHECKED BY	DJS
DATE	AUGUST 2023
SHEET	4

PACKET 4 53



DUNAWAY

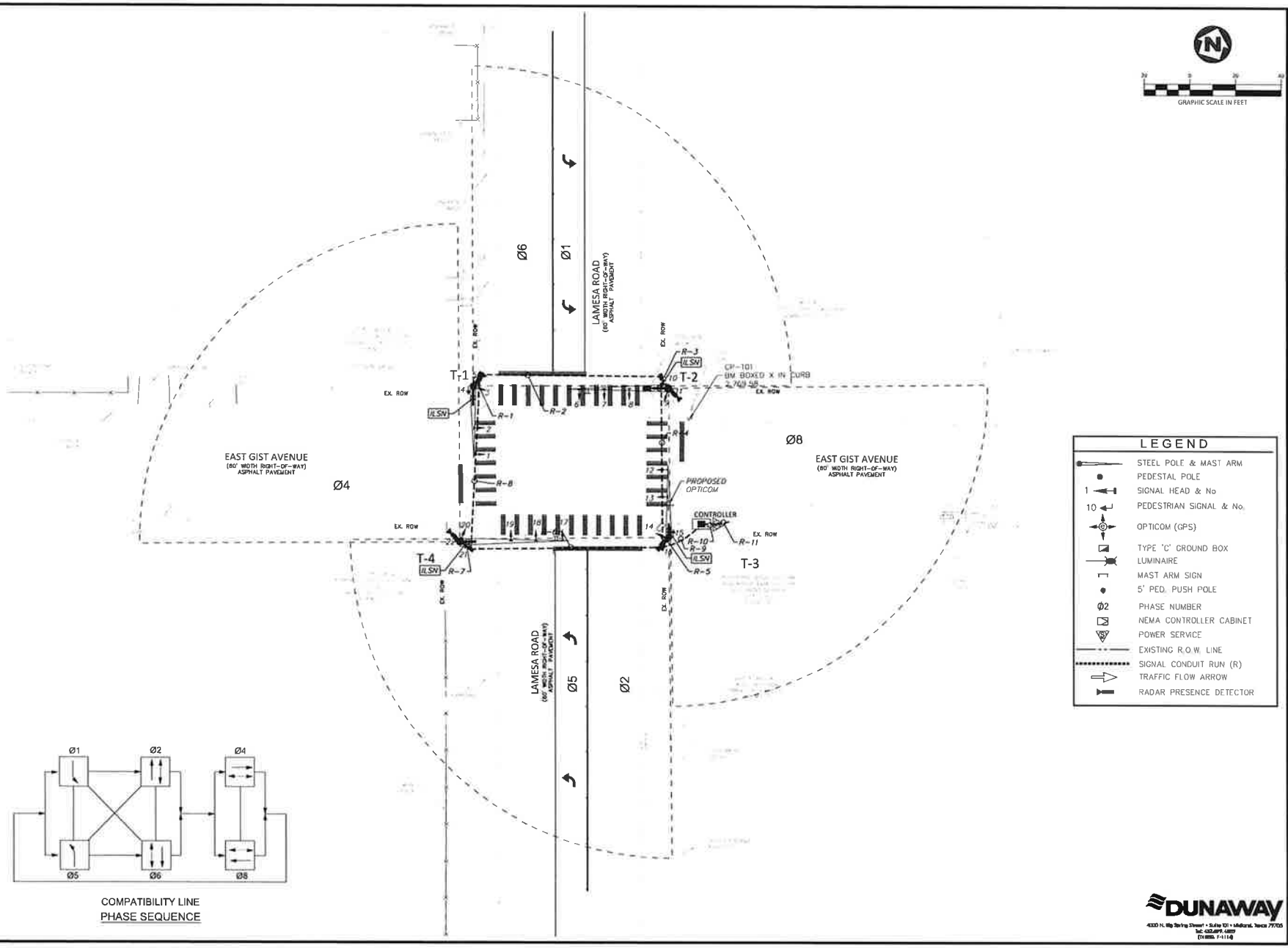
EXISTING CONDITIONS

TRAFFIC SIGNAL DESIGN
FOR LAMESA ROAD AT GIST AVENUE
CITY OF MIDLAND, TEXAS

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REVISIONS		
NO	DATE	DESCRIPTION

SHEET	5
DATE	AUGUST 2023
CHECKED BY	DJS
DRAWN BY	SAG
DESIGNED BY	SAG
JOB NO.	91840.002



COMPATIBILITY LINE
PHASE SEQUENCE

GRAPHIC SCALE IN FEET

LEGEND

- STEEL POLE & MAST ARM
- PEDESTAL POLE
- 1 SIGNAL HEAD & No.
- 10 PEDESTRIAN SIGNAL & No.
- OPTICOM (GPS)
- TYPE 'C' GROUND BOX
- LUMINAIRE
- MAST ARM SIGN
- 5' PED. PUSH POLE
- Ø2 PHASE NUMBER
- NEMA CONTROLLER CABINET
- POWER SERVICE
- EXISTING R.O.W. LINE
- SIGNAL CONDUIT RUN (R)
- TRAFFIC FLOW ARROW
- RADAR PRESENCE DETECTOR

DUNAWAY

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Tel: 432.699.4829
TX Reg. F-1114

REVISIONS

NO	DESCRIPTION	DATE
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PROPOSED CONDITIONS

TRAFFIC SIGNAL DESIGN
FOR LAMESA ROAD AT GIST AVENUE
CITY OF MIDLAND, TEXAS

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DONALD J. SECESNY
72556
REGISTERED
PROFESSIONAL ENGINEER
08/31/2023

JOB NO	0184.002
DESIGNED BY	SAG
DRAWN BY	SAG
CHECKED BY	DJS
DATE	AUGUST 2023
SHEET	6

PACKET 4 55

SUMMARY OF SIGNAL CONDUIT AND CABLES

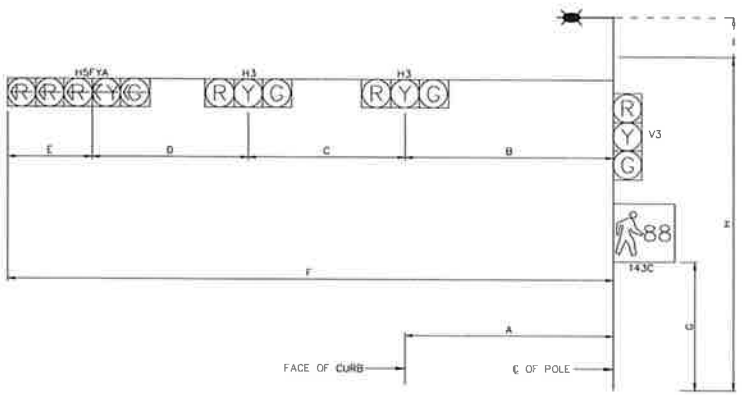
RUN NO.	CONDUIT SIZE	CONDUIT LENGTH (LF)	CONDUIT BORE (B) TRENCH (T)	CABLE NO. 8 BARE	CABLE 16 CNDR 14 AWG	CABLE 3 CNDR 14 AWG	CABLE NO. 6 XHHW BLACK	CABLE NO. 6 XHHW WHITE	CABLE NO. 8 XHHW BLACK	CABLE NO. 8 XHHW WHITE	CABLE TRAY CABLE	CABLE RADAR CABLE	CABLE OPTICOM CABLE
R-1	3"	10	T	1	1	2					1	1	
R-2	3"	85	B	1	1	2					1	1	
R-3	3"	10	T	1	1	2					1	1	
R-4	3"	75	B	1	2	4					1	2	
R-5	3"	10	T	1	1	2					1	1	1
R-6	3"	90	B	1	1	2					1	1	
R-7	3"	10	T	1	1	2					1	1	
R 8	3"	75	B	1									
R-9	3"x2	70	T	1	4	8					1	4	1
R-10	2"	10	T	1			2	1			1		
R-11	2"	15	T	To be provided by others									
CABLE TOTALS (LF)				445	645	1290	20	10	0	0	370	645	80

CONDUIT TOTALS (LF)	
2" TRENCH	25
2" BORE	
3" TRENCH	110
3" BORE	325
4" TRENCH	

Notes:
This chart does not reflect the quantities of cable inside the poles or mast arms
T = Trench, B = Bore RM = Rigid Metal OH = Overhead

SIGNAL HEAD AND POLE PLACEMENT

POLE NUMBER	A (FT)	B (FT)	C (FT)	D (FT)	E (FT)	F (FT)	G (FT)	H (FT)	NO. OF VEH SIGNAL HEADS	NO. OF PED. SIGNAL HEADS
T-1	17.5	18	17	-	15	32	10	24	3	2
T-2	10.8	17	11	11	5	44	10	30	4	2
T-3	10.5	18	12	-	2	32	10	24	3	2
T-4	17	22	11	12	3	44	10	24	4	2



POLE AND HEAD CHART

POLE NUMBER	T-1					T-2						T-3					T-4					
MAST ARM LENGTH	32'					44'						32'					48'					
FOUNDATION TYPE	30-A					36-A						30-A					36-A					
WITH LUMINAIRES	NO					YES						NO					NO					
WITH ILSN SIGN	YES					YES						YES					YES					
SIZE OF LENS	12"	12"	12"	-	-	12"	12"	12"	12"	-	-	12"	12"	12"	-	-	12"	12"	12"	12"	-	-
SIGNAL TYPE	H3	H3	V3	P	P	H5	H3	H3	V3	P	P	H3	H3	V3	P	P	H5	H3	H3	V3	P	P
SIGNAL FACE NO.	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22
LED SIGNAL INDICATIONS	R	R	R	W	W	<R	R	R	R	W	W	R	R	R	W	W	<R	R	R	R	W	W
	Y	Y	Y	DW	DW	<R	Y	Y	Y	DW	DW	Y	Y	Y	DW	DW	<R	Y	Y	Y	DW	DW
	G	G	G			<SY	G	G	G			G	G	G			<SY	G	G	G		
						<FY											<FY					
						<G											<G					
PED HEADS	2					2						2					2					

OVERHEAD SIGN SUMMARY

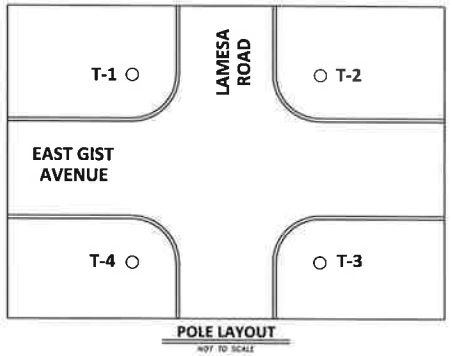
NO.	TYPE	DESCRIPTION	LOCATION
A	ILSN	LAMESA ROAD STREET NAME SIGN	T-1 MAST ARM
B	FYA	LEFT TURN YIELD ON FLASHING YELLOW ARROW	T-2 MAST ARM
C	ILSN	EAST GIST AVENUE STREET NAME SIGN	T-2 MAST ARM
D	ILSN	LAMESA ROAD STREET NAME SIGN	T-3 MAST ARM
E	FYA	LEFT TURN YIELD ON FLASHING YELLOW ARROW	T-4 MAST ARM
F	ILSN	EAST GIST AVENUE STREET NAME SIGN	T-4 MAST ARM

ELECTRICAL SERVICE DATA

ELECTRICAL SERVICE DESCRIPTION (SEE ED(14))	SERVICE CONDUIT SIZE (PVC)	SERVICE CONDUCTORS NO./SIZE	SAFETY SWITCH AMPS	MAIN DISCONNECT CKT. BRK. POLE/AMP	TWO-POLE CONTACTOR AMPS ***	PANELBD./ LOADCENTER AMP RATING (MIN)	CIRCUIT NO.	BRANCH CKT. BRK. POLE/AMPS	KVA LOAD
ELEC SERV TY D(120/240)100(NS)AL(E)PS(U)	2"	3/#6	N/A	2P/100	30	100	T.S.	1P/50	
							ILSN	1P/20	
							LIGHTING	1P/20	<11.2

GROUND BOX SCHEDULE

PROPOSED TYPE C GROUND BOX	4



POLE LAYOUT
NOT TO SCALE

DUNAWAY

NO	DESCRIPTION	DATE
	REVISIONS	April 9, 2024

QUANTITY TABLES

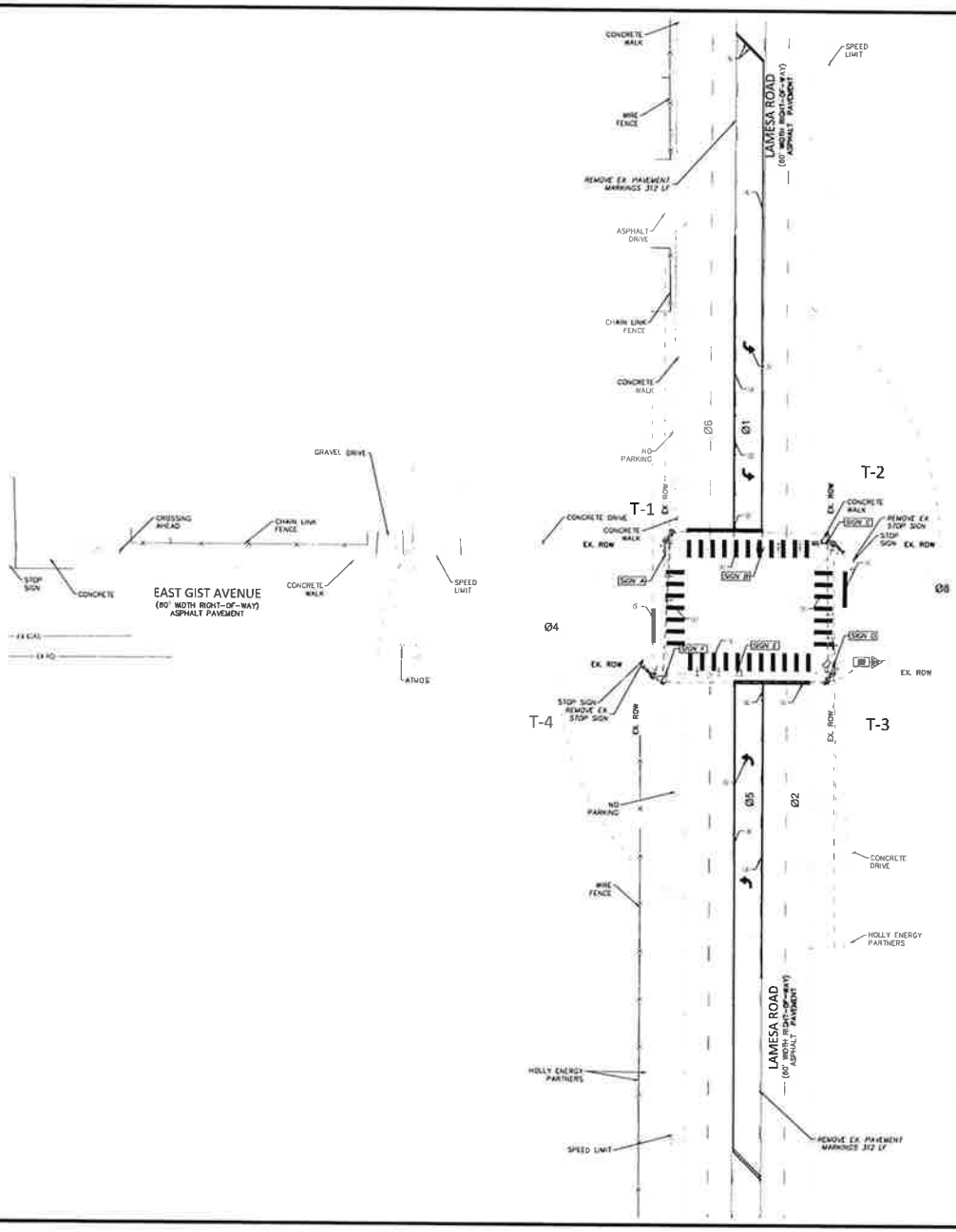
TRAFFIC SIGNAL DESIGN
FOR LAMESA ROAD AT GIST AVENUE
CITY OF MIDLAND, TEXAS

MIDLAND Feel the Energy!

DONALD L. SZCZESNY 72556 REGISTERED PROFESSIONAL ENGINEER
08/23/2023

JOB NO	184 002
DESIGNED BY	SAG
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DATE	AUGUST 2023
SHEET	7

PACKET 4 156



LEGEND

①	PVMT. MARK 24" (SLD) WHITE	440 LF
②	PVMT. MARK 4" (SLD) WHITE	300 LF
③	PVMT. MARK REFL WHITE	11 EA
④	PVMT. MARK 4" (SLD) YELLOW	560 LF
⑤	PVMT. MARK ARROW WHITE	4 EA
XX	PROPOSED SMALL SIGN	2 EA
	PVMT MARK REMOVAL	624 LF

GRAPHIC SCALE IN FEET

LEFT TURN YIELD ON FLASHING
FYA
30"x36"
SIGNS B, E

LAMESA ROAD ⇦1900 1700⇨ ILSN VAR×18" SIGN A	LAMESA ROAD ⇦1700 1900⇨ ILSN VAR×18" SIGN D
EAST GIST AVENUE ⇦1100 1200⇨ ILSN VAR×18" SIGN C	EAST GIST AVENUE ⇦1200 1100⇨ ILSN VAR×18" SIGN F

NOTE: ILSN SIGNS TO BE DOUBLE-SIDED.

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Tel: 432.695.4881
TBPE No. F-11756

NO	DESCRIPTION	DATE
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SIGNAGE & PAVEMENT MARKINGS

TRAFFIC SIGNAL DESIGN
FOR LAMESA ROAD AT GIST AVENUE
CITY OF MIDLAND, TEXAS

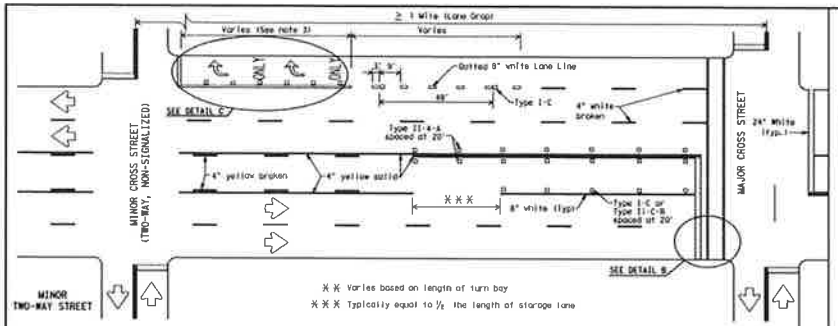
4.57

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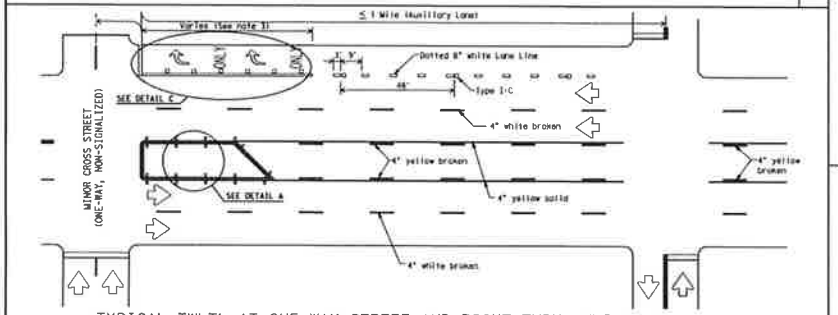
STATE OF TEXAS
DONALD J. SZCZESNY
72556
REGISTERED
PROFESSIONAL ENGINEER
08/23/2023

JOB NO	0184 002
DESIGNED BY	SAG
DRAWN BY	SAG
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DATE	AUGUST 2023
SHEET	8

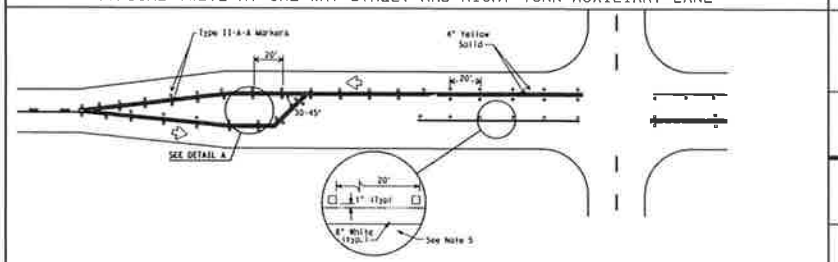
PACKET



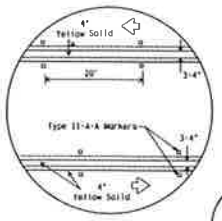
TYPICAL TWLTL AT TWO-WAY CROSS STREET AND RIGHT TURN LANE DROP



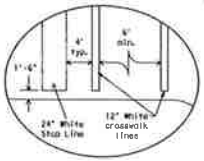
TYPICAL TWLTL AT ONE-WAY STREET AND RIGHT TURN AUXILIARY LANE



TYPICAL TWO-LANE HIGHWAY INTERSECTION WITH LEFT TURN BAYS

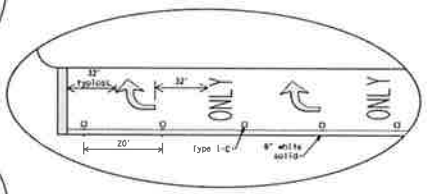


DETAIL A



Final placement of Stop Bar and Crosswalk shall be approved by the Engineer in the field.

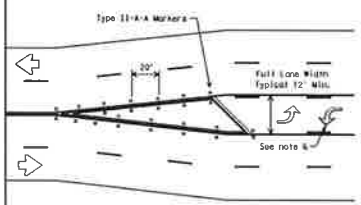
DETAIL B



DETAIL C

MATERIAL SPECIFICATIONS	
PAVEMENT MARKERS (REFLECTORIZED)	DMS-4200
EPOXY AND ADHESIVES	DMS-6100
BITUMINOUS ADHESIVE FOR PAVEMENT MARKERS	DMS-6130
TRAFFIC PAINT	DMS-8200
HOT APPLIED THERMOPLASTIC	DMS-8220
PERMANENT PREFABRICATED PAVEMENT MARKINGS	DMS-8240

All pavement marking materials shall meet the required Departmental Material Specifications as specified by the plans.



TYPICAL TRANSITION FOR TWLTL AND DIVIDED HIGHWAY

GENERAL NOTES

1. Refer elsewhere in plans for additional RPM placement and details.
2. Lane use word and arrow markings shall be used where through lanes approaching an intersection become mandatory turn lanes. Lane use word and arrow markings should be used in auxiliary lanes of substantial length. Lane use arrow markings or word and arrow markings may be used in other lanes and turn bays for emphasis. Details for words and arrows as shown in the Standard Highway Sign Designs for Texas.
3. When lane used word and arrow markings are used, two sets of arrows should be used if the length of the bay is greater than 180 feet. When a single lane use arrow or word and arrow marking is used for a short turn lane, it should be located at or near the upstream end of the full-width turn lane.
4. Other crosswalk patterns as shown in the "Texas Manual on Uniform Traffic Control Devices" may be used.
5. Raised pavement marker Type I-C with undivided highways, flush medians and two way left turn lanes. Raised pavement marker Type II-C-R with divided highways and raised medians.
6. A two-way left-turn (TWLT) lane-use arrow pavement marking should be used at or just downstream from the beginning of a two-way left-turn lane within a corridor. Repeating the marking after each intersection or dedicated turn bay is not required unless stated elsewhere in the plans.

Texas Department of Transportation
Traffic Operations Division

PAVEMENT MARKINGS FOR TWO-WAY LEFT TURN LANES DIVIDED HIGHWAYS AND RURAL LEFT TURN BAYS

PM(3)-12

DISCLAIMER: The use of this standard is governed by the "Texas Engineering Practice Act". No warranty of any kind is made by TxDOT for any purpose whatsoever. TxDOT assumes no responsibility for the compilation of this standard into other forms or for incorrect results or damages resulting from its use.

DATE:
FILE:

DUNAWAY

REVISIONS

NO	DATE	DESCRIPTION

April 9, 2024

SIGN & PAVEMENT MARKING DETAILS

TRAFFIC SIGNAL DESIGN
FOR LAMESA ROAD AT GIST AVENUE
CITY OF MIDLAND, TEXAS

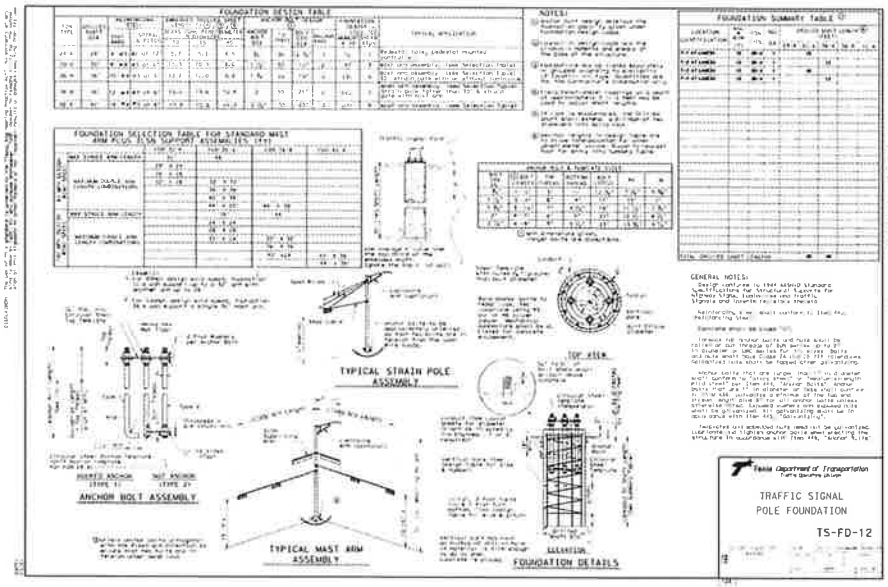
MIDLAND
Feel the Energy!

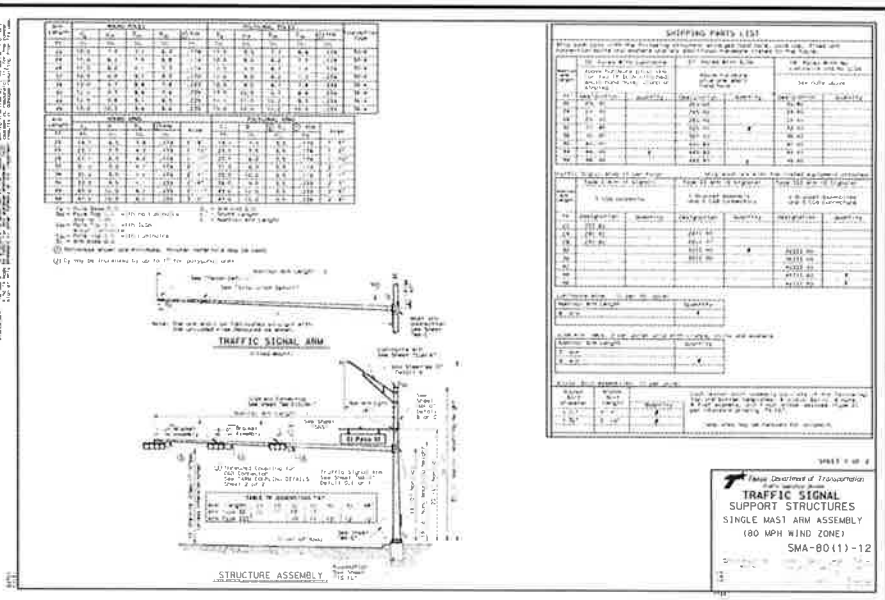
458

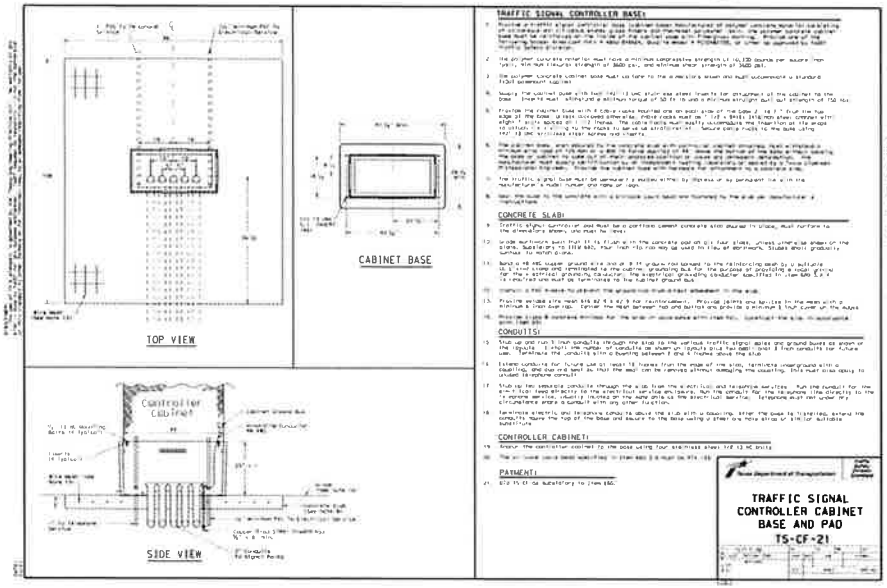
GERALD J. SZCZESNY
72556
LICENSED PROFESSIONAL ENGINEER
08/31/2023

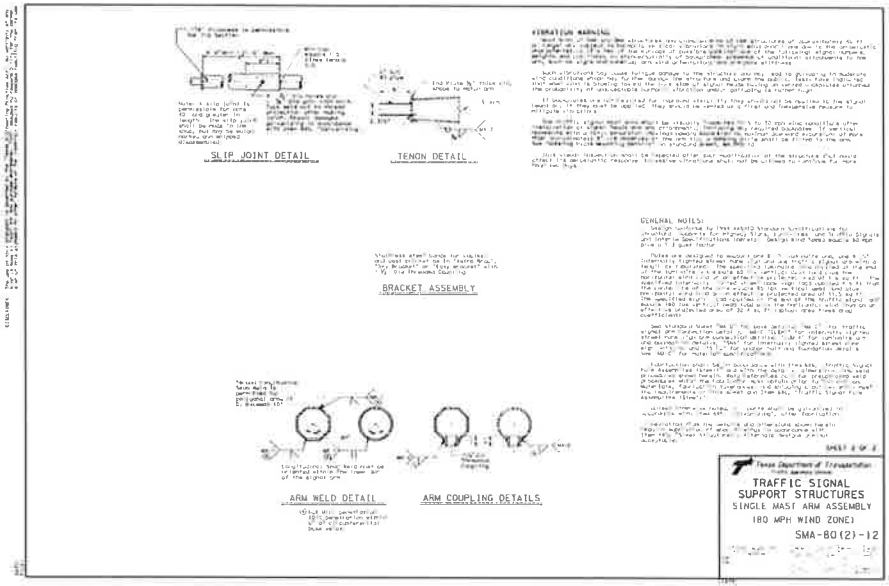
JOB NO	9184.002
DESIGNED BY	SAG
DRAWN BY	SAG
CHECKED BY	DJS
DATE	AUGUST 2023
SHEET	9

PACKET









DUNAWAY

REVISIONS

NO	DESCRIPTION	DATE
		April 9, 2024

TXDOT TRAFFIC DETAILS SHEET 1 OF 4

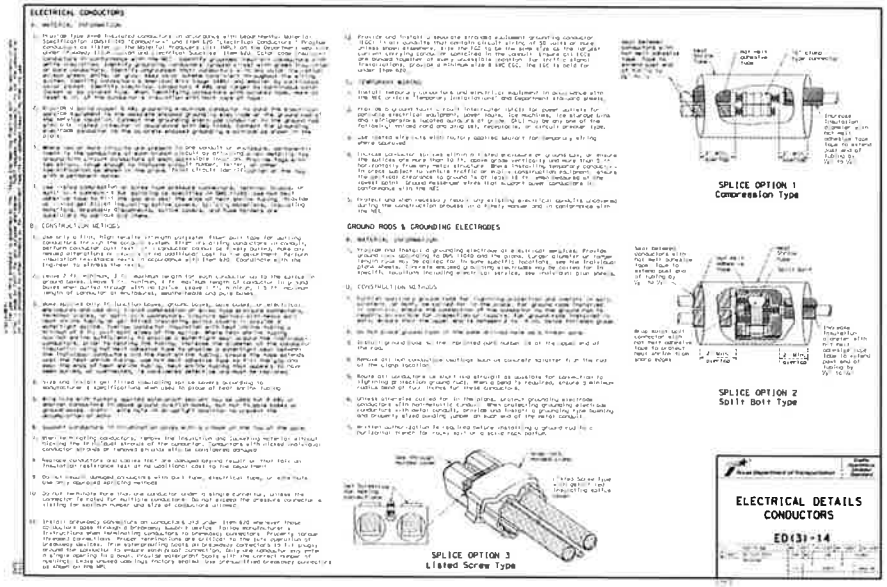
TRAFFIC SIGNAL DESIGN
FOR LAMESA ROAD AT GIST AVENUE
CITY OF MIDLAND, TEXAS

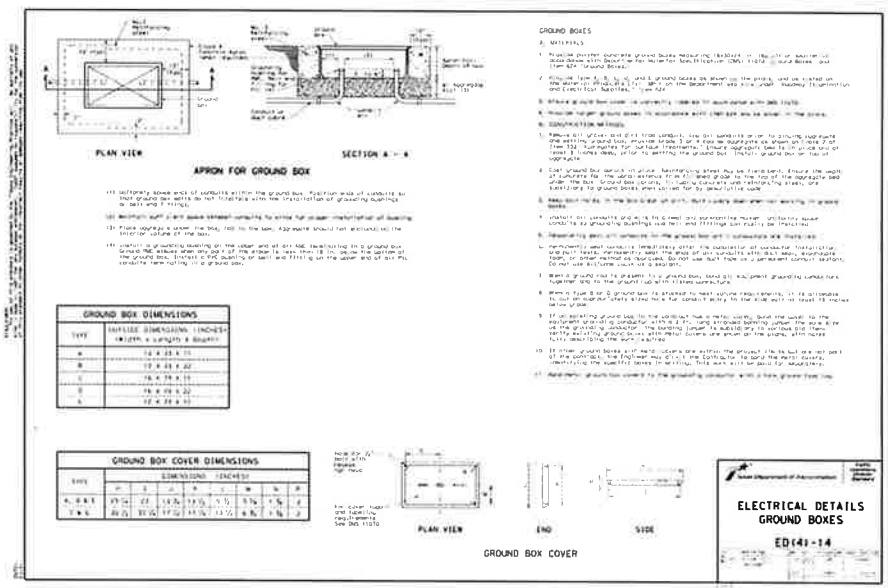
MIDLAND
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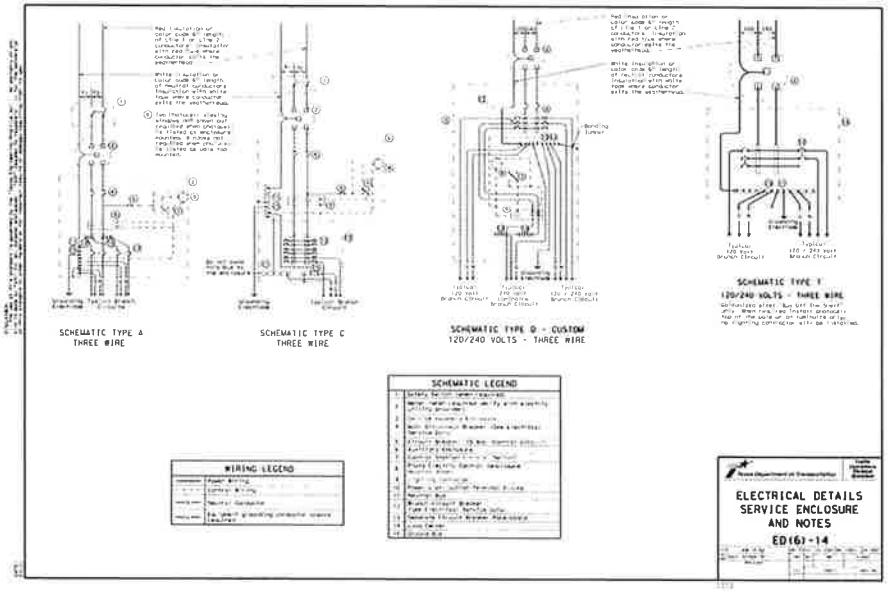
DONALD J. SZCZESNY
77556
REGISTERED
PROFESSIONAL ENGINEER
STATE OF TEXAS

JOB NO	9184.002
DESIGNED BY	SAG
DRAWN BY	SAG
CHECKED BY	DJS
DATE	AUGUST 2023
SHEET	10

PACKET 4 59







TXDOT TRAFFIC DETAILS SHEET 2 OF 4

TRAFFIC SIGNAL DESIGN
FOR LAMESA ROAD AT GIST AVENUE
CITY OF MIDLAND, TEXAS

NO	DATE	REVISIONS DESCRIPTION

April 9, 2024

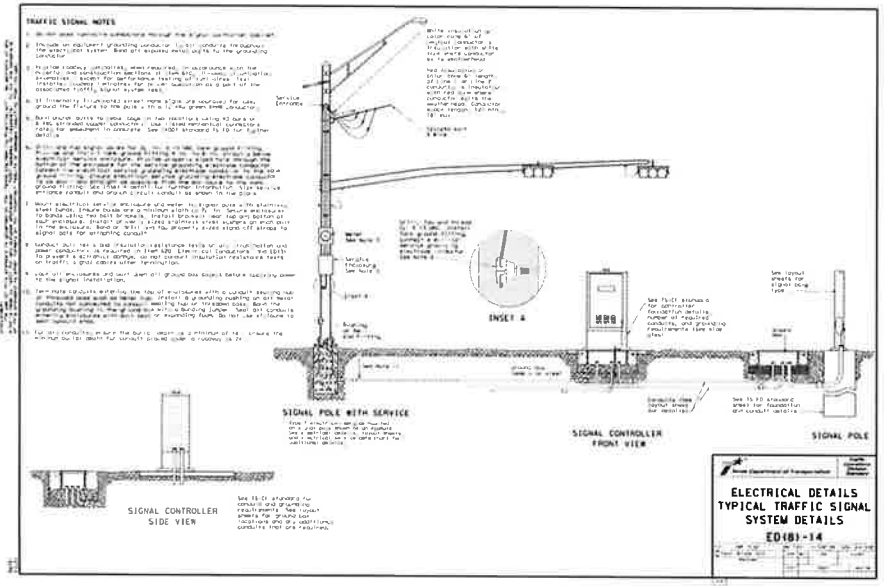
DONALD J. SZCZESNY 72556 REGISTERED PROFESSIONAL ENGINEER STATE OF TEXAS

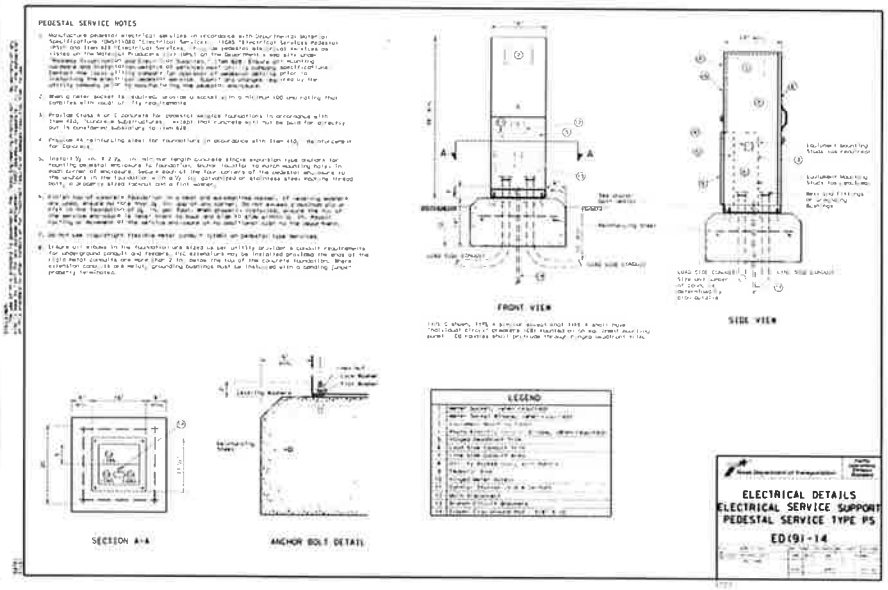
JOB NO	9184 002
DESIGNED BY	SAG
DRAWN BY	SAG
CHECKED BY	DJS
DATE	AUGUST 2023
SHEET	11

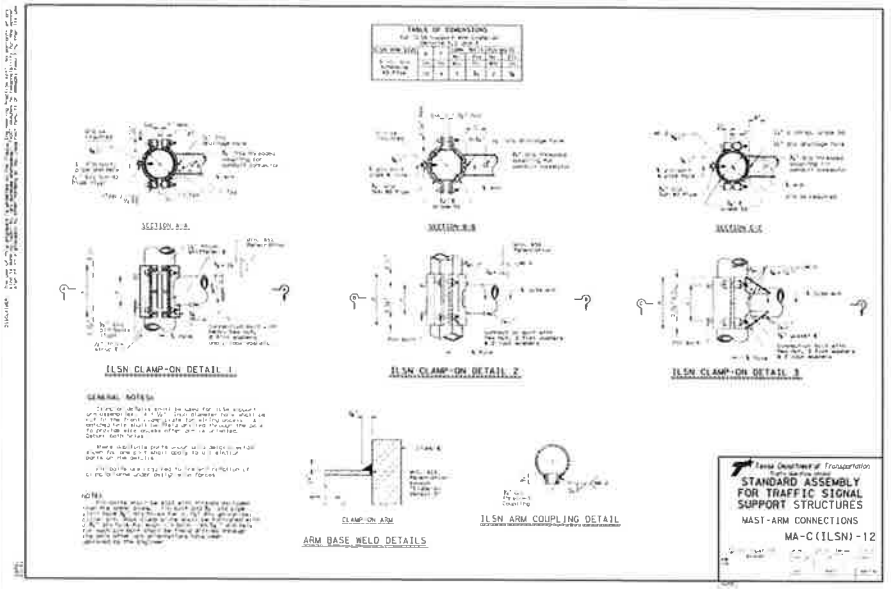
DUNAWAY
4000 N. Big Spring Street • Suite 101 • Midland, Texas 79705
Tel: (432) 897-4869
TX REG. F-1114

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DUNAWAY

NO	DATE	REVISIONS DESCRIPTION

April 9, 2024

TXDOT TRAFFIC DETAILS SHEET 3 OF 4

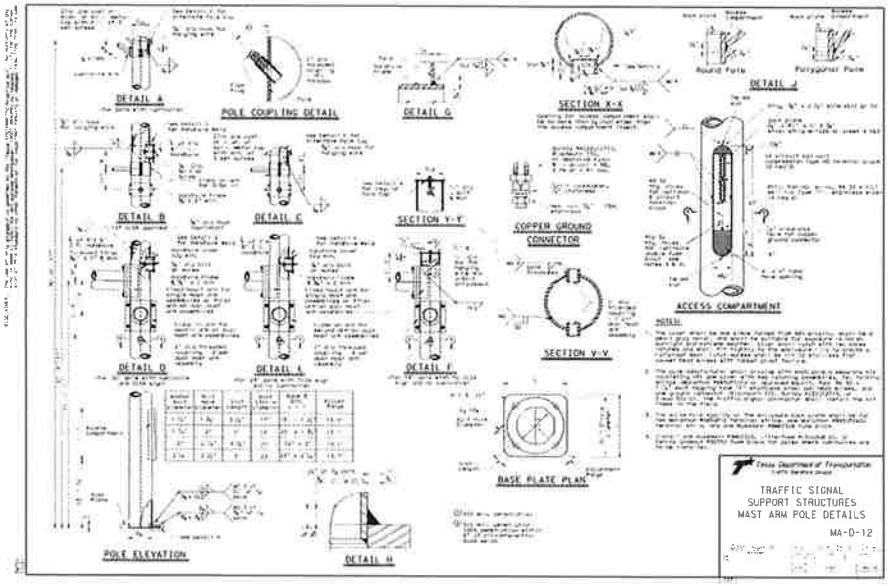
TRAFFIC SIGNAL DESIGN
FOR LAMESA ROAD AT GIST AVENUE
CITY OF MIDLAND, TEXAS

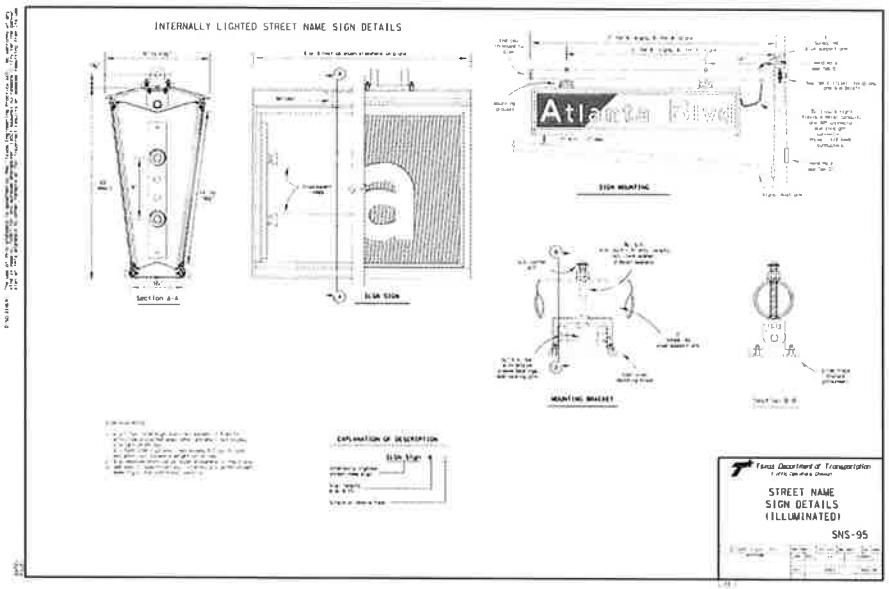
MIDLAND
Feel the Energy!

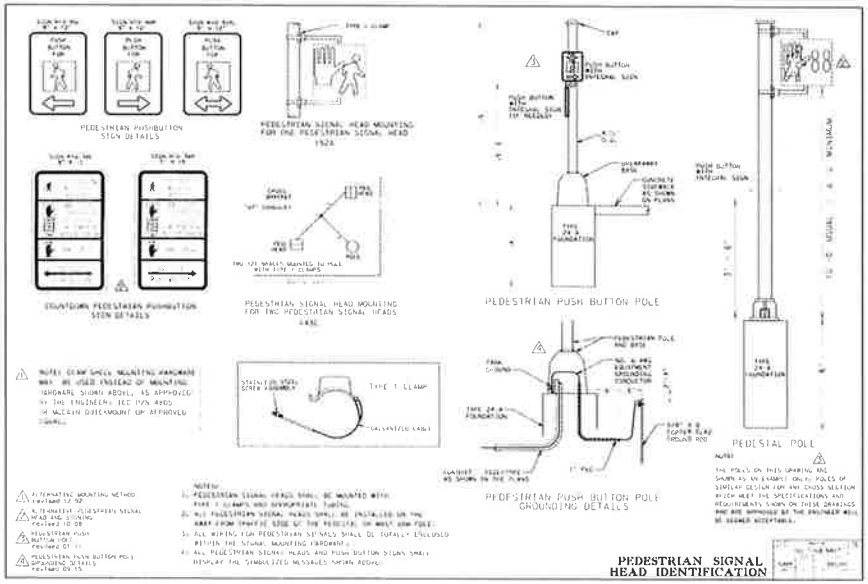
DONALD J. SZCZESNY
72555
REGISTERED
PROFESSIONAL ENGINEER
08/31/2023

JOB NO	9184.002
DESIGNED BY	SAG
DRAWN BY	SAG
CHECKED BY	DJS
DATE	AUGUST 2023
SHEET	12

PACKET 4 61







DUNAWAY

NO	DATE	REVISIONS DESCRIPTION

April 9, 2024

TXDOT TRAFFIC DETAILS SHEET 4 OF 4

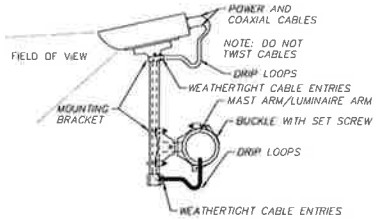
TRAFFIC SIGNAL DESIGN
FOR LAMESA ROAD AT GIST AVENUE
CITY OF MIDLAND, TEXAS

MIDLAND
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RONALD J. SZCZESNY 75556 REGISTERED PROFESSIONAL ENGINEER
08/25/2023

JOB NO	0184 002
DESIGNED BY	SAG
DRAWN BY	SAG
CHECKED BY	DJS
DATE	AUGUST 2023
SHEET	13

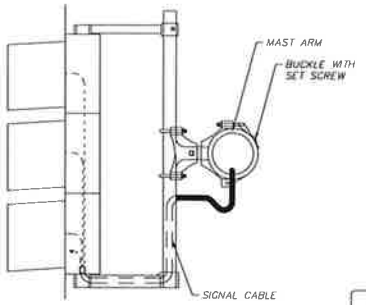
PACKET 4 62



TYPICAL WIRING OF MAST ARM/LUMINAIRE ARM MOUNTED VIDEO VEHICLE DETECTION CAMERAS (ASTRO-BRAC) TYPE OR EQUAL

VIVDS NOTES:

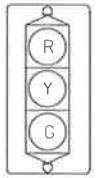
1. USE AT LEAST ASTRO-BRAC TYPE MOUNTING BRACKET TO THE DESIRED LOCATION AT LEAST 24' FEET ABOVE THE ROAD ON THE MAST ARM, LUMINAIRE ARM OR THE SIGNAL POLE. PIN IF REQUIRED.
2. MOUNT SETBACK CAMERAS IN SUCH A MANNER TO MAINTAIN A 10' CLEARANCE ZONE FROM OVERHEAD ELECTRICAL LINES.
3. AIM THE BRACKET DOWN TOWARD THE DIRECTION OF TRAFFIC TO BE DETECTED.
4. ATTACH THE CAMERA ASSEMBLY TO THE CAMERA MOUNTING BRACKET.
5. CONNECT THE CAMERA CABLES TO THE CAMERA ENCLOSURE, LEAVING DRIP LOOP NEAR THE CAMERA.
6. WHEN MOUNTING PRESENCE CAMERAS ON MAST ARMS THE CONTRACTOR SHALL CONTACT THE TRAFFIC ENGINEERING SIGNAL INSPECTION GROUP FOR FURTHER MOUNTING INSTRUCTIONS.



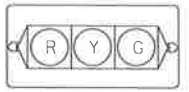
TYPICAL WIRING OF MAST ARM MOUNT SIGNAL HEADS (ASTRO-BRAC TYPE)

NOTES:

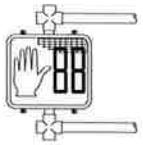
1. PROVIDE ALL SIGNAL HEADS FROM THE SAME MANUFACTURER.
2. PROVIDE ALL LED TRAFFIC SIGNAL LAMP UNITS, AS WELL AS THE VARIOUS COMPONENTS OF THE SIGNAL HEADS TO BE INSTALLED WITHIN THIS PROJECT.
3. TRAFFIC SIGNAL HEADS SHALL BE YELLOW ALUMINUM WITH VENTED BLACK ALUMINUM BACK PLATES.
4. SIGNAL HEADS MOUNTED ON POLES AND MAST ARMS SHALL BE LEVEL AND PLUMB AND AIMED AS DIRECTED. COVER ALL SIGNAL FACES UNTIL PLACED IN OPERATION.
5. THE INTERNAL ARRANGEMENTS OF EACH LOUVER SHALL CONSIST OF FIVE VANES WITH A 7-DEGREE CUT-OFF RIGHT OF CENTER. ALL LOUVERS SHALL HAVE A FLAT BLACK FINISH ON THE INSIDE SURFACES. EACH LOUVER SHALL BE OF SUITABLE WEIGHT AND SIZE TO FIT INSIDE THE FULL CIRCLE VISOR FURNISHED FOR THE INTENDED SIGNAL SECTION.
6. THE SIGNAL HEAD TO MAST ARM CONNECTION MUST ALLOW FOR ADJUSTMENT ABOUT THE HORIZONTAL AND VERTICAL AXIS.



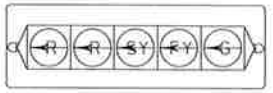
TYPE V3



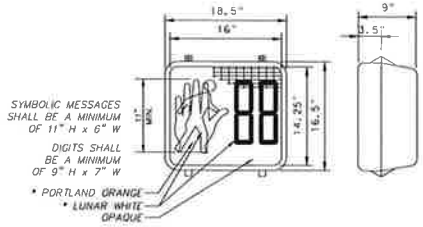
TYPE H3



TYPE P



TYPE H5

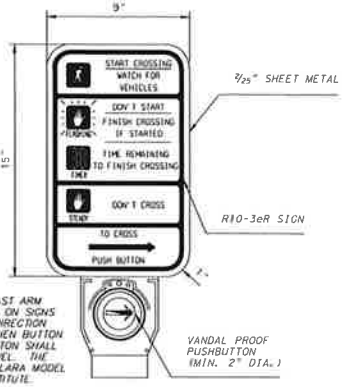


* BOTH SYMBOLIC INDICATION SHALL BE SOLID. OUTLINED INDICATIONS ARE NOT ACCEPTABLE.

LED COUNTDOWN PEDESTRIAN SIGNAL HEAD

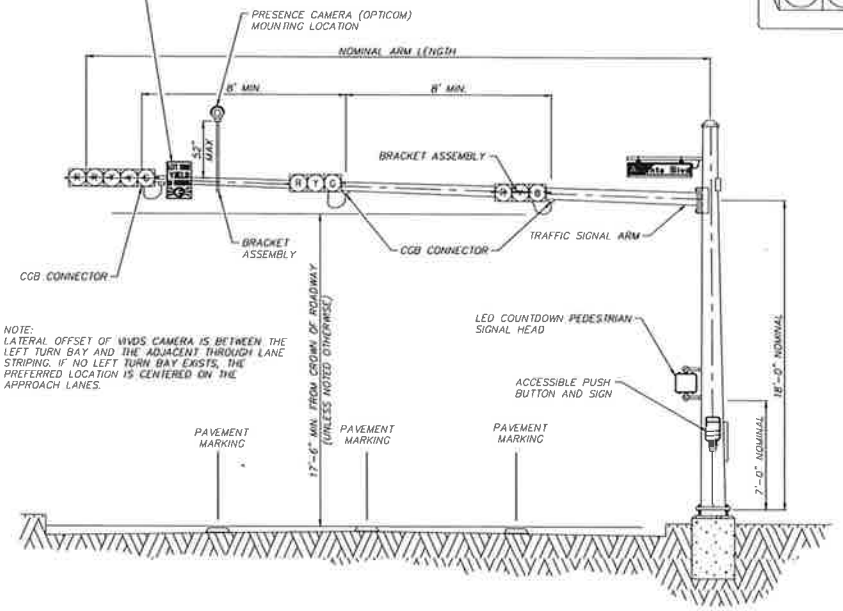


R10-17T
30"x36"



THE SIGN SHOWN SHALL BE USED ON MAST ARM POLES. DIRECTION OF CROSSING ARROW ON SIGNS SHALL CORRESPOND TO THE CROSSING DIRECTION PEDESTRIAN ARE SUPPOSE TO CROSS WHEN BUTTON IS PUSHED. THE ACCESSIBLE PUSH BUTTON SHALL BE INSTALLED 3'-6" ABOVE GROUND LEVEL. THE ACCESSIBLE PUSH BUTTON SHALL BE POLARA MODEL EN2 3 C 80-Y-BD OR APPROVED SUBSTITUTE.

ACCESSIBLE PUSH BUTTON & SIGN



NOTE:
LATERAL OFFSET OF VIVDS CAMERA IS BETWEEN THE LEFT TURN BAY AND THE ADJACENT THROUGH LANE STRIPING. IF NO LEFT TURN BAY EXISTS, THE PREFERRED LOCATION IS CENTERED ON THE APPROACH LANES.

TYPICAL DETAIL OF SIGN MOUNTING AND CAMERA MOUNTING LOCATION ON MAST ARM

DUNAWAY

NO	DESCRIPTION	DATE
	REVISIONS	

April 9, 2024

TRAFFIC SIGNAL DETAILS

TRAFFIC SIGNAL DESIGN
FOR LAMESA ROAD AT GIST AVENUE
CITY OF MIDLAND, TEXAS

MIDLAND Feel the Energy!

463

PACKET

JOB NO	184 002
DES'GNED BY	SAG
DRAWN BY	SAG
CHECKED BY	DJS
DATE	AUGUST 2023
SHEET	14

CITY OF MIDLAND

ADDENDUM

BID # 24003097

TO ALL BIDDERS ON THE SUBJECT BID:

ADDENDUM # 1

DATE: March 6, 2024

The following questions were raised by one or more of the proposers. The answers are provided as a matter of clarification for all proposers as follows:

Q1. There is no bid item for Barricades or Traffic Control.
A1. Please re-download the pay item list from Bonfire.

Q2. Item 628-6164 is for a PS(U) which is a Pedestal Service. Typically the city wants an SP(U) which is a pole mounted service.
A2. These will be PS9U)'s on these projects.

Q3. There is no bid item for the Back Plates, but shown or noted on Sheet 3 Item 682 & Sheet 14 note #3
A3. Please re-download the pay item list from Bonfire.

Q4. What is the expected delivery of city furnished materials? Need to know since the notice to proceed will be issued based on that being outside the control of the contractor
A4. We were told that the poles would be late March to April. Most all other materials are in.

Q5. Special Provision 12 - Will drill shaft concrete testing be required as it is not listed?
A5. We normally don't require the testing.

Q6. Item is missing for Polara APS Controller near item 688-6001
A6. I can not answer this as I have not seen the bid items

Q7. Is city also providing mounting hardware and cables that typically comes with Cameras and Radars?
A7. All mounting hardware for the camera & radars will be provided.

PLEASE RETURN THIS ADDENDUM WITH YOUR BID BY THE CLOSING DATE.

All other terms and conditions shall remain the same.

Willis Electric Co LP
Company Name

Bidder Authorized Signature — 3-11-24 Date

Tommy Willis General Partner
Please Print Above Name — 325-698-3444 Phone

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.

BID BOND

THE STATE OF TEXAS §

SURETY NO. _____

COUNTY OF MIDLAND §

KNOW ALL MEN BY THESE PRESENTS, THAT _____

_____

_____

(hereinafter called the Principal), as Principal, and _____

_____

_____

(hereinafter called the Surety), as Surety, are held and firmly bound unto the City of Midland, Texas a home rule municipal corporation of Midland County, Texas, (hereinafter called the Obligee), in the amount of _____

_____ DOLLARS

($_____), for the payment whereof the said Principal and Surety bind themselves, and their heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a Bid or Proposal to enter into a certain written Contract with the obligee to_____

_____.

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 AGREED 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 such events, shall be entitled and is hereby given the right to collect the full amount of this Bid Bond as liquidated damages.

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

IN WITNESS THEREOF, 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 _____, 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

IMPORTANT NOTICE

Conflict Of Interest Reporting Requirements

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

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

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

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

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

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

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

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

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

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

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

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

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

OFFICE USE ONLY

Date Received

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

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

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

_____

Name of Officer

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

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

☐ Yes ☐ No

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

☐ Yes ☐ No

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

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

7

PACKET 4 73

Signature of vendor doing business with the governmental entity

April 9, 2024

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 1/1/2021

CITY OF MIDLAND

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

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

(1) the lowest bidder; or

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

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

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

Complete all areas below. Incomplete affidavits may be rejected.

Local Business Name: _____

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: _____

NOTICE TO BIDDERS

IF THIS PURCHASE REQUIRES A CONTRACT, THE ATTACHED **CONTRACT AND INSURANCE REQUIREMENTS ARE NON-NEGOTIABLE**. MODIFICATIONS BY BIDDER/COMPANY OF ANY MATERIAL TERM(S) TO THE CONTRACT DOCUMENTS WILL BE DEEMED A NON-RESPONSIVE BID. NON-RESPONSIVE BIDS WILL BE REJECTED. BIDDER/COMPANY 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/COMPANY 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/COMPANY 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: READ CAREFULLY BEFORE MAKING BID
GENERAL CONDITIONS OF BIDDING

1. All bids are to be submitted as specified in the procurement document(s).

2. Each Bidder is requested to provide: Descriptive literature clearly marked to show each item on this bid. Any catalog or manufacturer's reference in this proposal is descriptive, but not restrictive, and is used only to indicate type and quality. If, however, the bidder proposes similar but not identical terms, he must furnish all particulars. If no mention is made of any exceptions, it is assumed that he is bidding on the article specified and not on an approved equal and he will be required to deliver exact article specified.

3. Prices should be itemized. (Indicate unit price and extend to show total price.) In case of discrepancy between the unit price and the extension, the unit price shall govern.

4. Unit price for each item offered shall include all discounts; e.g., trade, seasonal, etc. with net 30 days payment terms. Discounts shall not be shown as such but shall be incorporated in the base bid price. Any bid showing discounts will be considered an alternate bid. The City of Midland will not be responsible for any goods delivered without a purchase order number.

5. If the Contract is awarded, it will be awarded to either the lowest responsible bidder, or to the bidder 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. The City of Midland reserves the right to award by item or by total bid, or to reject any or all bids or parts of bids. Further, the City of Midland reserves all rights granted by Section 271.027 of the Texas Local Government Code. The City of Midland reserves the right to award the bid to the lowest responsible bidder.

6. Time of proposed delivery shall be stated in number of calendar days.

7. NOTE: The City of Midland, Texas is exempt from all Federal, State and City tax. Please do not include these taxes in your bid price or invoice. Taxable items must be so designated, and the City will supply vendor with a Tax Exemption Certificate, properly executed.

8. All items are to be delivered, unloaded and stacked at the location indicated on the Bid Request and Purchase Order.

9. All items are to be delivered F.O.B. to the City of Midland, Texas with freight prepaid and included in the bid.

10. Detailed specifications rule over General specifications (headings, etc.)

11. The City of Midland reserves the right to remove a company from the bid list for (1) continued failure to respond to request for bids, (2) failure to deliver merchandise within promised time, or (3) delivery of substandard merchandise.

12. No officer or employee of the City shall have a financial interest, direct or indirect, in any contract with the City, or be financially interested, directly or indirectly, in the sale to the City of any lands, materials, supplies or services except as allowed under chapter 176 of the Local Government Code. Form CIQ shall be submitted and placed on file with the City of Midland.

13. The City shall determine the most advantageous bid for the City and accept the proposal of the responsible party submitting the lowest and/or most advantageous bid or reject any and all bids.

14. The City of Midland, Texas may consider as informal any bid not prepared and submitted in accordance with the provisions hereof, and may waive, in its sole discretion, any informalities.

15. 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.

STANDARD PURCHASE TERMS AND CONDITIONS
PURCHASING DIVISION, CITY OF MIDLAND, TEXAS

"Seller", as used herein, has the same meaning as "Company". "Buyer", as used herein, has the same meaning as "City".

Seller and Buyer agree as follows:

1. SELLER TO PACKAGE GOODS - Seller will package goods in accordance with good commercial practice. Each shipping container shall be clearly and permanently marked as follows; (a) Seller's name and address, (b) Consignee's name, and address, and purchase order number, (c) Container number and total number of containers, e.g. box 1 of 4 boxes, and (d) the number of the container bearing the packing slip. Seller shall bear cost of packaging unless otherwise provided. Goods shall be suitably packed to secure lowest transportation costs and to conform with requirements of common carriers and any applicable specifications. Buyer's count or weight shall be final and conclusive on shipments not accompanied by packing lists.

2. SHIPMENT UNDER RESERVATION PROHIBITED - Seller is not authorized to ship the goods under reservation and no tender of a bill of lading will serve as a tender of goods.

3. TITLE & RISK OF LOSS - The title and risk of loss of the goods shall not pass to Buyer until Buyer actually receives and takes possession of the goods at the point or points of delivery in Midland, Texas.

4. NO REPLACEMENT OF DEFECTIVE TENDER - Every tender or delivery of goods must fully comply with all provisions of this contract as to time of delivery, quality and the like. If a tender is made which does not fully conform, this shall constitute a breach and Seller shall not have the right to substitute a conforming tender, provided, where the time for performance has yet expired, the Seller may reasonably notify Buyer of his intention to cure and may then make a conforming tender within the contract time but not afterward.

5. PLACE OF DELIVERY - The place of delivery shall be that set forth in the block of the purchase order entitled "deliver to".

6. INVOICES - Seller shall submit separate ORIGINAL invoices, on each purchase order. Invoices shall indicate the purchase order number. All invoices must be mailed to City of Midland, Accounts Payable, P.O. Box 1152, Midland, TX 79702-1152. Payment will be made within 30 days from the date the invoice and properly executed receiving documents are received by City of Midland, Accounts Payable at the above address. Invoices sent to any other address will delay payment.

7. GRATUITIES - The buyer may, by written notice to the seller, cancel this contract without liability to Seller, if it is determined by Buyer that gratuities, in the form of entertainment, gifts, or otherwise, were offered or given by the seller, or any agent or representative of the Seller, to any officer or employee of the City of Midland with a view toward securing a contract or securing favorable treatment with respect to performing of such a contract. In the event this contract is cancelled by Buyer pursuant to this provision, Buyer shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by Seller in providing such gratuities.

8. WARRANTY - PRICE -

a. The price to be paid by the Buyer shall be that contained in Seller's bid which Seller warrants to be no higher than Seller's current prices on order by others for products of the kind and specifications covered by this agreement for similar quantities under similar or like conditions and methods of purchase. In the event Seller breaches this warranty, the prices of the items shall be reduced to the Seller's current prices on order by others, or in the alternative, Buyer may cancel this contract without liability to Seller for breach or Seller's actual expense.

b. The Seller warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for commission, percentage, brokerage, or contingent fee excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Seller for the purpose of securing business. For breach or violation of this warranty the Buyer shall have the right or rights to cancel this contract without liability and to deduct from the contract price, or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee.

9. WARRANTY - PRODUCT - Seller shall not limit or exclude any implied warranties and any attempt to do so shall render this contract voidable at the option of the Buyer. Seller warrants that the goods furnished will conform to the specification, drawings, and description listed in the bid invitation, and to the sample(s) furnished by Seller, if any. In the event of a conflict between the specifications, drawings and descriptions, the specifications shall govern.

10. SAFETY WARRANTY - Seller warrants that the product sold to Buyer shall conform to the standards promulgated by the U.S. Department of Labor under the Occupational Safety and Health Act of 1970. In the event the product does not conform to OSHA standards, Buyer may return the product for correction or replacement at the Seller's expense. In the event Seller fails to make the appropriate correction within a reasonable time, correction made by buyer will be at Seller's expense.

11. RIGHT OF INSPECTION - Buyer shall have the right to inspect the goods at delivery before accepting them.

12. CANCELLATION - Buyer shall have the right to cancel for default all or any part of the undelivered portion of this order if Seller breached any of the terms hereof including warranties of Seller if the Seller becomes insolvent or commits acts of bankruptcy. Such right of cancellation is in addition to and not in lieu of any other remedies which Buyer may have in law or equity.

13. TERMINATION - The performance of work under this order may be terminated in whole, or in part by the Buyer in accordance with this provision. Termination of work hereunder shall be effected by the delivery to Seller of a "Notice of Termination" specifying the extent to which performance of work under the order is terminated and the date upon which such termination becomes effective. Such right of termination is in addition to and not in lieu of the rights of Buyer set forth in Clause 13, herein.

14. FORCE MAJEURE - Neither party shall be held responsible for losses, resulting if the fulfillment of any terms or provisions of this contract is delayed or prevented by any cause not within the control of the party whose performance is interfered with, and which by the exercise of reasonable diligence said party is unable to prevent.

15. ASSIGNMENT - DELEGATION - No right or interest in this contract shall be assigned or delegation of any obligation made by Seller without the written permission of the Buyer. Any attempted assignment or delegation by the Seller shall be wholly void and totally ineffective for all purposes unless made in conformity with this paragraph.

16. MODIFICATIONS - This contract can be modified or rescinded only by a writing signed by both of the parties or their duly authorized agents.

17. INTERPRETATION - PAROL EVIDENCE - This writing, plus any specifications for bids and performance provided by Buyer in its advertisement for bids, is intended by the parties as a final expression of this agreement. No course of prior dealings between the parties and no usage of the trade shall be relevant to supplement or explain any term used in this agreement. Acceptance or acquiescence in a course of performance rendered under this agreement shall not be relevant to determine the meaning of this agreement even though the accepting or acquiescing party has knowledge of the performance and opportunity for objection. Whenever a term defined by the Uniform Commercial Code is used in this agreement, the definition contained in the Code is to control.

18. ADVERTISING - Seller shall not advertise or publish without Buyer's prior consent the fact that Buyer has entered into the contract, except to the extent necessary to comply with proper requests for information from an authorized representative of the federal, state or local government.

19. RIGHT TO ASSURANCE - Whenever one party to the contract in good faith has reason to question the other party's intent to perform he may demand that the other party give written assurance of this intent to perform. In the event that a demand is made and no assurance is given within five (5) days, the demanding party may treat this failure as an anticipatory repudiation of the contract.

20. PROTECTION AGAINST ROYALTIES OR PATENT INFRINGEMENT - The Seller shall pay all royalties and license fees, and shall provide for the use of any design, device, material or process covered by letters patent or copyright by suitable legal agreement with Patentee or Owner thereof. The Seller shall defend all suits or claims for infringement of any patent or copyrights and shall indemnify and save the Buyer harmless from any loss on account thereof, except that Buyer shall defend all such suits and claims and shall be responsible for all such loss when a particular design, device, material or process is allowed to the Seller, the Seller shall indemnify and save Buyer harmless from any loss on account thereof. If the material or process specified or required by Buyer is an infringement, the Seller shall be responsible for such loss unless he promptly gives written notice to the buyer of such infringement.

21. TIME - It is hereby expressly agreed and understood that time is of the essence for the performance of this contract, and any failure by contract to meet the time specifications of this agreement will cause Seller to be in default of this agreement.

22. TAX - The City of Midland is exempt from all Federal, State and City tax. Please do not include these taxes in your bid price or invoice. Taxable items must be so designated, and the City will supply vendor with a Tax Exemption Certificate, properly executed.

23. **INSURANCE –**

The following provisions apply unless the agreement is for the supply of goods only:

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

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

The Commercial General Liability shall be on a per project or policy aggregate, including completed operations, and shall be on an occurrence basis.

The Workers' Compensation coverage provided by Seller shall inure to the benefit of employees injured during the course and scope of their employment by Seller pursuant to this agreement.

The Business Automobile Liability insurance provided by Seller shall cover any auto for bodily injury and property damage, including owned vehicles, hired and non-owner vehicles, and employee non-ownership, and the amount of such policy shall be a minimum of $250,000.00 covering any vehicle used for the execution of the work that is the subject of this agreement.

All insurance required pursuant to this agreement, except for Worker's Compensation Insurance, shall name the Buyer as an additional insured on a claims occurred basis. All insurance required pursuant to this agreement, including Worker's Compensation Insurance, shall provide for a waiver of subrogation as to the Buyer.

The parties agree that, prior to the execution of the agreement, Seller shall provide one or more certificates of insurance showing that the requirements of this article have been met, and specifically containing, without limitations, the following endorsement:

"The City of Midland is included as an additional insured, on a claims occurred basis, on all policies except for Worker's Compensation. The Seller and Insurer hereby waive all rights of subrogation with respect to claims against the City of Midland, its agents, employees and officers, on all policies of insurance."

Buyer shall be provided the notice by Seller's insurance provider not later than thirty (30) days prior to any reduction or termination of such coverage. Buyer shall not be required to provide any insurance whatsoever pursuant to this agreement.

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

24. ASSIGNMENT - Seller shall not, either directly or indirectly, assign all or any part of this agreement or any interest, right or privilege herein, without the prior written consent of the Buyer. The issue on whether or not to grant consent to an assignment is in the sole discretion of the Buyer.

25. RELEASE - NOTWITHSTANDING ANY OTHER PROVISIONS, SELLER HEREBY RELEASES, ACQUITS, RELINQUISHES AND FOREVER DISCHARGES BUYER, BUYER'S EMPLOYEES AND OFFICERS, FROM ANY AND ALL DEMANDS, CLAIMS, DAMAGES, OR CAUSES OF ACTION OF ANY KIND WHATSOEVER WHICH SELLER 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 BUYER'S NEGLIGENCE.

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

27. INDEPENDENT CONTRACTOR - It is expressly understood and agreed that Seller shall perform all work and services described herein as an independent contractor and not as an officer, agent, servant or employee of the Buyer; that Seller shall have exclusive control of and the exclusive right to control the details of the services and work performed hereunder, and all persons performing the same; and shall be solely responsible for the acts and omissions of its officers, agents, employees, contractors and subcontractors; that the doctrine of respondeat superior shall not apply as between Buyer and Seller, its officers, agents, employees, contractors and subcontractors; and that nothing herein shall be construed as creating a partnership or joint enterprise between Buyer and Seller. No person performing any of the work and services described hereunder by Seller shall be considered an officer, agent, servant or employee of the Buyer. Further, it is specifically understood and agreed that nothing in this agreement is intended or shall be construed as creating a "Community of Pecuniary Interest" or "An Equal Right of Control" which would give rise to vicarious liability. Seller shall be an independent contractor under this agreement and shall assume all of the rights, obligations and liabilities, applicable to it as such independent contractor hereunder. The Buyer does not have the power to direct the order in which the work is done. The Buyer shall not have the right to control the means, methods or details of the Seller's work. Seller shall assume exclusive responsibility for the work. Seller is entirely free to do the work in its own way.

28. 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, Seller or his legal representative, shall give the City Manager, or any other reasonable official of the Buyer, 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-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 Seller will settle, the physical and mailing addresses of Seller at the time and date the claim was presented and the physical and mailing addresses of Seller for the six months immediately preceding the occurrence of such damages, and the names and addresses of the witnesses upon whom the Seller 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 Buyer from any liability whatsoever. The Buyer is under no obligation to provide notice to Seller that Seller's notice is insufficient. Buyer 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, Seller's failure to comply with the requirements herein shall perpetually bar Seller's claim for damages under Chapter 271 of the Texas Local Government Code, and Section 311.034 of the Texas Government Code, regardless if Buyer has actual or constructive notice or knowledge of said claim or alleged damages. Seller agrees that the requirements of this entire agreement are reasonable.

29. INDEMNITY (NOT APPLICABLE TO PURCHASE AGREEMENTS) - SELLER WILL INDEMNIFY AND HOLD HARMLESS AND DEFEND BUYER AND ALL OF BUYER'S OFFICERS, AGENTS AND EMPLOYEES FROM ALL SUITS, ACTIONS, CLAIMS, DAMAGES, PERSONAL INJURIES, LOSSES, PROPERTY DAMAGE AND EXPENSES OF ANY CHARACTER WHATSOEVER, INCLUDING REASONABLE ATTORNEY'S FEES,

BROUGHT FOR OR ON ACCOUNT OF ANY INJURIES OR DAMAGES RECEIVED OR SUSTAINED BY ANY PERSON OR PERSONS OR PROPERTY, ON ACCOUNT OF ANY NEGLIGENT ACT OF SELLER, its agents or employees, or any subcontractor, arising out of, or resulting from, Seller's use of, or activities on, the agreement premises, and Seller will be required to pay any judgment with costs which may be obtained against Buyer or any of its officers, agents or employees, including reasonable attorney's fees.

SELLER SHALL INDEMNIFY AND HOLD HARMLESS AND DEFEND BUYER AND ALL OF BUYER'S OFFICERS, AGENTS AND EMPLOYEES FROM ALL SUITS, ACTIONS, CLAIMS, DAMAGES, ACCIDENTAL DEATH, PERSONAL INJURIES, PROPERTY DAMAGE, LOSSES, AND EXPENSE OF ANY CHARACTER WHATSOEVER INCLUDING REASONABLE ATTORNEY'S FEES, BROUGHT FOR OR ON ACCOUNT OF ANY INJURIES OR DAMAGES RECEIVED OR SUSTAINED BY ANY PERSON OR PERSONS OR PROPERTY, ON ACCOUNT OF ANY NEGLIGENT ACT OF BUYER, BUYER'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 SELLER OR SELLER'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 AGREEMENT AND SELLER WILL BE REQUIRED TO PAY ANY JUDGMENT WITH COSTS WHICH MAY BE OBTAINED AGAINST BUYER OR ANY OF BUYER'S OFFICERS, AGENTS OR EMPLOYEES, INCLUDING ATTORNEY'S FEES.

30. SOVEREIGN IMMUNITY - By executing this agreement the Buyer is not waiving its right of sovereign immunity. The Buyer is retaining its immunity from suit. The Buyer is not granting consent to be sued by legislative resolution or action. **THERE IS NO WAIVER OF SOVEREIGN IMMUNITY.**

31. THIRD PARTY BENEFICIARY - The Buyer'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.

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

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

THE SELLER AND BUYER ARE RELYING ON THEIR OWN JUDGMENT. EACH PARTY HAD THE OPPORTUNITY TO DISCUSS THIS AGREEMENT WITH LEGAL COUNSEL PRIOR TO ITS EXECUTION.

33. CONSIDERATION - The terms of this agreement are supported by good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties named herein.

34. CERTIFICATION - In accordance with the Texas Local Government Code, the City of Midland Department of Facilities and Fleet Management does hereby certify that the City of Midland is in compliance with Sections 252, 271 and all applicable sections of the Texas Local Government Code and other state law as it applies to procurement and contracting issues.

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

36. COMPLIANCE WITH FEDERAL, STATE AND LOCAL LAWS - Seller shall at all times during the term of this agreement comply with applicable federal, state, and local laws regarding Seller's activities pursuant to this agreement, including but not limited to all applicable sections of the Municipal Code of Midland, Texas, as may be amended, said sections being hereby incorporated by reference and made a part of this agreement for all legal purposes. Failure to abide by any such law mentioned herein constitutes grounds for the immediate termination of this agreement.

"General Decision Number: TX20220002 02/25/2022

Superseded General Decision Number: TX20210002

State: Texas

Construction Types: Heavy and Highway

Counties: Armstrong, Carson, Crosby, Ector, Irion, Lubbock, Midland, Potter, Randall, Taylor and Tom Green Counties in Texas.

HEAVY & HIGHWAY CONSTRUCTION PROJECTS

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 0 | Publication Date 01/07/2022

1 02/25/2022

* SUTX2011-002 08/02/2011

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER (Paving & Structures)	$ 13.55 **	
ELECTRICIAN	$ 20.96	
FORM BUILDER/FORM SETTER		
Paving & Curb	$ 12.36 **	
Structures	$ 13.52 **	
LABORER		
Asphalt Raker	$ 12.28 **	
Flagger	$ 9.30 **	
Laborer, Common	$ 10.30 **	
Laborer, Utility	$ 11.80 **	
Work Zone Barricade Servicer	$ 10.30 **	
POWER EQUIPMENT OPERATOR:		
Asphalt Distributer	$ 14.87 **	
Asphalt Paving Machine	$ 13.40 **	
Broom and Sweeper	$ 11.21 **	
Crane, Lattice Boom 80 Tons or Less	$ 16.82	
Crawler Tractor Operator	$ 13.96 **	
Excavator, 50,000 lbs or less	$ 13.46 **	
Front End Loader Operator, Over 3 CY	$ 12.77 **	
Front End Loader, 3CY or less	$ 12.28 **	
Loader/Backhoe	$ 14.18 **	
Mechanic	$ 20.14	
Milling Machine	$ 15.54	
Motor Grader, Rough	$ 16.15	
Motor Grader, Fine	$ 17.49	
Pavement Marking Machine	$ 16.42	
Reclaimer/Pulverizer	$ 12.85 **	
Roller, Asphalt	$ 10.95 **	
Roller, Other	$ 10.36 **	
Scraper	$ 10.61 **	
Spreader Box	$ 12.60 **	
Servicer	$ 13.98 **	
Steel Worker (Reinforcing)	$ 13.50 **	
TRUCK DRIVER		
Lowboy-Float	$ 14.46 **	
Single Axle	$ 12.74 **	
Single or Tandem Axle Dump	$ 11.33 **	
Tandem Axle Tractor with Semi	$ 12.49 **	

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

** 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: 5

Meeting Date: April 9, 2024

To: City Council / City Manager

From: Erika Martinez, Manager, Purchasing

Subject: **RESOLUTION AWARDING A CONTRACT FOR THE PURCHASE OF CONCRETE AND CALICHE FOR THE TRANSPORTATION DIVISION TO 4J CONCRETE, LLC DOING BUSINESS AS JORDAN CONCRETE OF MIDLAND, TEXAS, AT A TOTAL COST OF $855,690.00; AND AUTHORIZING PAYMENT (DISTRICT: ALL) (GENERAL SERVICES) (STRENGTHEN AND SUSTAIN OUR INFRASTRUCTURE)**

Purpose:

Resolution authorizing the execution of a master agreement for an annual supply of concrete and caliche.

Recommended City Council Action:

Approve

Fiscal Impact:

Funding is available in the Garfield Street Paving Project.

Strategic Priority:

(Strengthen and Sustain our Infrastructure)

Discussion:

The City Manager approved specifications and authorized advertisement for bids for an annual supply of concrete and caliche for the Transportation Division. Twenty-seven (27) bid requests were issued. We received two (2) bids. Staff recommends awarding the contract to the apparent low bidder, 4J Concrete dba Jordan Concrete. Please see the attached memo from, Abe Langston, Transportation Manager, for additional information.

Therefore, please consider a resolution authorizing the execution of a master agreement for an annual supply of concrete and caliche to 4J Concrete dba Jordan Concrete for a total amount of $855,690.00.

Morris William Jr.

City Manager's Office

INTEROFFICE MEMORANDUM

TO: **Erika Munoz Martinez, Purchasing Manager**

FROM: **Abe Langston, Transportation Manager**

SUBJECT: **Readymix Concrete and Caliche Supporting Memo**

DATE: **March 14, 2024**

CC: **Gabe McClelland**

Readymix concrete and concrete-related products are commonly used by The City of Midland's Transportation Division for a variety of right of way maintenance activities. The Transportation Division's concrete crew will use readymix concrete and concrete-related products primarily for paving Garfield St. from Golf Course Rd. to Country Club Dr. Storm drain maintenance and repair and drainage maintenance and repair require readymix concrete and concrete-related products. Curb and gutter maintenance and repair, ADA ramp installation, and concrete paving also require the use of readymix concrete and concrete related products.

I have reviewed the Bid Tabulation for Readymix Concrete and Caliche. 4J Concrete, LLC. dba Jordan Concrete is the apparent low bidder, and the unit prices appear to be in line with current pricing trends. Therefore, I am recommending award of the Readymix and Caliche Contract to Jordan Concrete for the total proposal price of $855,690.

Funding Source: 981014-178 (Garfield Street Paving Project)

RESOLUTION NO. _____

RESOLUTION AWARDING A CONTRACT FOR THE PURCHASE OF CONCRETE AND CALICHE FOR THE TRANSPORTATION DIVISION TO 4J CONCRETE, LLC DOING BUSINESS AS JORDAN CONCRETE OF MIDLAND, TEXAS, AT A TOTAL COST OF $855,690.00; AND AUTHORIZING PAYMENT

WHEREAS, the City Manager approved the specifications and authorized advertisement for bids for the purchase of concrete and caliche (the "Goods"); and

WHEREAS, Bid No. 24003050 was opened on February 28, 2024, with the lowest responsible bidder being 4J Concrete, LLC doing business as Jordan Concrete of Midland, Texas ("Seller"), having submitted a bid of $855,690.00 as shown on the bid tabulation attached hereto as Exhibit "A" and incorporated herein for all legal purposes; and

WHEREAS, the City Council finds it to be in the public interest to execute a contract with Seller for the purchase of the Goods;

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 Seller for the purchase of the Goods at a total cost of $855,690.00, 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 Comptroller is hereby authorized and directed to pay Seller pursuant to the terms of said contract in an amount not to exceed $855,690.00 from funds available in the Garfield Street Paving Project 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., 2024, by

the following vote:

Council members voting "AYE":

Council members voting "NAY":

_____
Lori Merritt Blong, Mayor

ATTEST:

_____
Marcia Bentley-German, City Secretary

RECOMMENDED AND APPROVED:

_____
Tommy Gonzalez, City Manager

APPROVED AS TO CONTENT
AND COMPLETENESS:

_____
Regina Stephenson, General Services Director

_____
Gabriel McClelland, Engineering Services Director

APPROVED ONLY AS TO FORM:

_____
John Ohnemiller, City Attorney

EXHIBIT "A"

RFB 24003050 Concete & Caliche Master Agreement
Bid Opening: February 28, 2024

					Hunter Logisitics						Jordan Concrete					
				Total Cos	$885,730.00						$855,690.00					
				Selected	0						0					
				Selected ($	$ 0						$ 0					
#	Items	Lowest	Quantity	Re Unit	Unit Price	Time	Notice	Additional	State	Minim	Total Cost	Unit Price	Time	Notice	Additional	State	Minim	Total Cost
1																		
#1-1	2000 PSI Readymix (4 Sack)	$3,750.00	30	cy	$ 130	24 hours	5 yards	1 yard			$3,900.00	$ 125	3 days	5 cy minim		10		**$3,750.00**
#1-2	2500 PSI Readymix (4.5 Sack)	$3,900.00	30	cy	$ 135	24 hours	5 yards	1 yard			$4,050.00	$ 130	3 days	5 cy minim		10		**$3,900.00**
#1-3	3000 PSI Readymix (5 sack)	$8,100.00	60	cy	$ 140	24 hours	5 yards	1 yard			$8,400.00	$ 135	3 days	5 cy minim		10		**$8,100.00**
#1-4	3600 PSI Readymix (5.5 sack) with 3 lbs. of synthetic macrofiber per cubic yard*	$775,000.00	5000	cy	$ 160.5	24 hours	5 yards	1 yard			$802,500.00	$ 155	3 days	5 cy minim		10		**$775,000.00**
#1-5	3600 PSI Readymix (5.5 sack) with 1 lb. of synthetic microfibers per cubic yard**	$29,000.00	200	cy	$ 148.5	24 hours	5 yards	1 yard			$29,700.00	$ 145	3 days	5 cy minim		10		**$29,000.00**
#1-6	4000 PSI Readymix (6 sack)	$14,500.00	100	cy	$ 150	24 hours	5 yards	1 yard			$15,000.00	$ 145	3 days	5 cy minim		10		**$14,500.00**
#1-7	Concrete Sand	$2,250.00	30	cy	$ 80	24 hours	5 yards	1 yard			$2,400.00	$ 75	3 days	5 cy minim		24		**$2,250.00**
#1-8	Ty C; grade 3 aggregate (Pea gravel)	$2,250.00	30	cy	$ 80	24 hours	5 yards	1 yard			$2,400.00	$ 75	3 days	5 cy minim		24		**$2,250.00**
#1-9	Integrally colored concrete 3600 PSI***	$4,500.00	30	cy	$ 180	24 hours	5 yards	1 yard			$5,400.00	$ 150	3 days	5 cy minim		10		**$4,500.00**
#1-10	2% Accelerator (Calcium)	$140.00	10	cy	$ 18	24 hours	5 yards	1 yard			$180.00	$ 14	3 days	5 cy minim		10		**$140.00**
#1-11	Expansion Joints	$0.00	100	Lf	No Bid	No Bid	No Bid	No Bid			No Bid	No Bid	No Bid	No Bid		No Bid		No Bid
#1-12	Cost to Remix	$800.00	10	ea	$ 80	24 hours	5 yards	1 yard			**$800.00**	No Bid	No Bid	No Bid		No Bid		No Bid
#1-13	Stabilized Base (2 sack caliche)	$11,000.00	100	cy	$ 110	24 hours	5 yards	1 yard			**$11,000.00**	$ 123	3 days	5 cy minim		10		$12,300.00

Bidding Summary
Bid requests were issued: 27
NO BIDS were received: 0
Bidders did not respond: 22

RFB 24003050 Concete & Caliche Master Agreement
Bid Opening: February 28, 2024

					Hunter Logisitics						Jordan Concrete					
				Total Cos	$885,730.00						$855,690.00					
				Selected	0						0					
				Selected ($	$ 0						$ 0					
#	Items	Lowest	Quantity	Be Unit	Unit Price	Time	Notice	Additional	State	Minim	Total Cost	Unit Price	Time	Notice	Additional	State	Minim	Total Cost
1																		
#1-1	2000 PSI Readymix (4 Sack)	$3,750.00	30	cy	$ 130	24 hours	5 yards	1 yard			$3,900.00	$ 125	3 days	5 cy minim		10		**$3,750.00**
#1-2	2500 PSI Readymix (4.5 Sack)	$3,900.00	30	cy	$ 135	24 hours	5 yards	1 yard			$4,050.00	$ 130	3 days	5 cy minim		10		**$3,900.00**
#1-3	3000 PSI Readymix (5 sack)	$8,100.00	60	cy	$ 140	24 hours	5 yards	1 yard			$8,400.00	$ 135	3 days	5 cy minim		10		**$8,100.00**
#1-4	3600 PSI Readymix (5.5 sack) with 3 lbs. of synthetic macrofiber per cubic yard*	$775,000.00	5000	cy	$ 160.5	24 hours	5 yards	1 yard			$802,500.00	$ 155	3 days	5 cy minim		10		**$775,000.00**
#1-5	3600 PSI Readymix (5.5 sack) with 1 lb. of synthetic microfibers per cubic yard**	$29,000.00	200	cy	$ 148.5	24 hours	5 yards	1 yard			$29,700.00	$ 145	3 days	5 cy minim		10		**$29,000.00**
#1-6	4000 PSI Readymix (6 sack)	$14,500.00	100	cy	$ 150	24 hours	5 yards	1 yard			$15,000.00	$ 145	3 days	5 cy minim		10		**$14,500.00**
#1-7	Concrete Sand	$2,250.00	30	cy	$ 80	24 hours	5 yards	1 yard			$2,400.00	$ 75	3 days	5 cy minim		24		**$2,250.00**
#1-8	Ty C; grade 3 aggregate (Pea gravel)	$2,250.00	30	cy	$ 80	24 hours	5 yards	1 yard			$2,400.00	$ 75	3 days	5 cy minim		24		**$2,250.00**
#1-9	Integrally colored concrete 3600 PSI***	$4,500.00	30	cy	$ 180	24 hours	5 yards	1 yard			$5,400.00	$ 150	3 days	5 cy minim		10		**$4,500.00**
#1-10	2% Accelerator (Calcium)	$140.00	10	cy	$ 18	24 hours	5 yards	1 yard			$180.00	$ 14	3 days	5 cy minim		10		**$140.00**
#1-11	Expansion Joints	$0.00	100	Lf	No Bid	No Bid	No Bid	No Bid			No Bid	No Bid	No Bid	No Bid		No Bid		No Bid
#1-12	Cost to Remix	$800.00	10	ea	$ 80	24 hours	5 yards	1 yard			**$800.00**	No Bid	No Bid	No Bid		No Bid		No Bid
#1-13	Stabilized Base (2 sack caliche)	$11,000.00	100	cy	$ 110	24 hours	5 yards	1 yard			**$11,000.00**	$ 123	3 days	5 cy minim		10		$12,300.00

Bidding Summary
Bid requests were issued: 27
NO BIDS were received: 0
Bidders did not respond: 22

Master Agreement
#24003050
for
Concrete & Caliche

This Master Agreement (the "*Agreement*"), is entered into this 10th day of April , 2024, by and between the City of Midland, Texas, a home-rule municipal corporation ("*City*"), and 4J Concrete, LLC dba Jordan Concrete ("*Company*").

1. Company agrees to sell the concrete and caliche listed in the attached **Exhibit A**, as submitted by Company, which shall conform to the City's specifications set forth in that request, being incorporated herein and made a part of this agreement for all purposes.

Total Cost: $855,690.00

The above stated prices shall remain in effect for the full term of this Agreement.

2. The concrete and caliche shall be delivered in such quantities and at such times as designated by City's Purchasing Manager. The total quantity of products that City is obliged to purchase shall be the total of the quantities ordered from time to time by the Purchasing Manager, and which are delivered and accepted.

3. Payment by City shall be made within thirty (30) days after receipt of invoices from Company, which shall be subject to verification as to quantities and quality delivered as herein provided.

4. The concrete and caliche shall be delivered to City's relevant departments and divisions as directed by the Purchasing Manager. Freight and delivery charges are included in the purchase prices stated above.

5. The term of this Agreement shall be for a period of 1 year, commencing on April 10, 2024 and terminating on April 9, 2025, unless sooner terminated as provided in this Agreement. City may, at its option, renew this Agreement for an additional period of one (1) year. City shall give Company notice of its intent to renew not less than thirty (30) days prior to the expiration of this Agreement.

If no funds or insufficient funds are appropriated and budgeted, or are otherwise unavailable in any fiscal period during the term of this Agreement, then this Agreement 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.

6. If Company fails (in any manner) to fully perform and carry out all terms, covenants and obligation of this Agreement, Company shall be in default. If City gives Company written notice of such default, and Company fails to cure such default within forty-five (45) days of its receipt of such notice, City, acting by and through the Purchasing Manager, may and cancel and terminate this Agreement, and, at the expense of Company, complete the agreement or cause the same to be completed. In the event of such termination, all monies due to Company under this Agreement shall be retained by City (but such retention shall not release Company from liability for its default); provided, however, Company shall be credited with the amount of money so retained toward any amount by which the cost of completion of this Agreement, as above provided,

exceeds the Total Cost in Section 1. Such termination shall not affect or terminate City's existing or future rights (in equity or at law) as against Company regarding Company's default. City's waiver of a breach by Company shall not operate as a waiver of any subsequent breach or any other term, covenant or condition hereof.

Notwithstanding any contrary provision contained in this Agreement, City may terminate this Agreement at-will, for any or no reason, by giving Company thirty (30) days' written notice. The parties to this Agreement understand and agree that it is in City's sole discretion to cancel the Agreement during the term of this Agreement without penalty to City. Company has no expectation and has received no guarantees that this Agreement will not be terminated before the end of the term. The parties have bargained for the flexibility of terminating this Agreement upon tender of the requisite notice at any time during the term. All work and services under the Agreement shall be suspended upon termination of the Agreement becoming effective.

7. **Assignment:** Company shall not, either directly or indirectly, assign all or any part of this Agreement or any interest, right or privilege herein, without the prior written consent of City. The issue of whether to grant consent to an assignment is in the sole and absolute discretion of City.

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

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

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

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

TERMINATION OF THIS AGREEMENT.

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

11. **Independent Contractor:** Company shall perform all work and services described herein as an independent contractor and not as an officer, agent, servant, or employee of City. Company shall have exclusive control of, and the exclusive right to control the details of the services and work to be performed hereunder, and all persons performing the same. Company shall be solely responsible for the acts and omissions of its officers, agents, employees, contractors and subcontractors and the doctrine of *respondeat superior* shall not apply as between City and Company, its officers, agents, employees, contractors and subcontractors. Nothing in this Agreement shall be construed as creating a partnership or joint enterprise between City and Company. No person performing any of the work and services described hereunder by Company shall be considered an officer, agent, servant or employee of City. Further, it is specifically understood and agreed that nothing in this agreement is intended or construed as creating a "Community of Pecuniary Interest" or an "Equal Right of Control" which would give rise to vicarious liability.

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

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

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

this entire Agreement are reasonable. The provisions and obligations of this Section shall survive the termination of this Agreement.

13. **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.

14. **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.

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

16. **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.

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

- that Company does not boycott Israel and will not boycott Israel during the term of this Agreement;
- that Company does not boycott energy companies and will not boycott energy companies during the term of this Agreement; 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 Agreement against a firearm entity or firearm trade association.

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

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

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

20. **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 numbered

provisions of this Agreement that precede the signature page(s), which evidences the parties' execution.

21. 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.

Date: 2/9/2024

300 NORTH LORAINE
P. O. BOX 1152
MIDLAND, TX 79702

BID NO: 24003050

CLOSING DATE: **CLOSING TIME:**

March 6, 2024 **2: 00 PM**

BIDS WILL BE RECEIVED UNTIL **2:00 PM** on **3/6/2024** THROUGH BONFIRE FOR GOODS AND SERVICES DESCRIBED BELOW WHICH WILL BE DELIVERED TO: **Transportation, 1602 E Orchard Lane Bldg. 3, Midland, Texas**

DESCRIPTION
Concrete and Caliche Agreement in accordance with the attached detail sheet and Master Agreement.

NOTICE TO BIDDERS:

1. FAILURE TO RESPOND WITH EITHER A BID OR "NO BID" WILL SUBJECT YOUR FIRM TO REMOVAL FROM THE BID LIST FOR THIS TYPE OF MATERIAL, EQUIPMENT OR SUPPLY ITEM.
2. 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.
3. IF THE SELECTED BIDDER/CONTRACTOR CANNOT MEET THE REQUIREMENTS OF CONTRACT, THEN THE CITY RESERVES THE RIGHT TO AWARD THIS PURCHASE TO ANOTHER BIDDER.
4. 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.
5. BIDDER/CONTRACTOR/COMPANY IS RESPONSIBLE FOR ACQUIRING AND ACKNOWLEDGING ALL ADDENDA.
6. **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.

FOR ADDITIONAL INFORMATION, CONTACT (432) 685-7234 OR EMAIL PURCHASING@MIDLANDTEXAS.GOV

NOTE: EACH BIDDER IS TO INDICATE BRAND NAME PRODUCT NUMBER AND ATTACH DESCRIPTIVE LITERATURE CLEARLY MARKED TO SHOW EACH ITEM ON THIS BID.THE UNDERSIGNED HEREBY OFFERS TO FURNISH AND DELIVER THE ARTICLES OR SERVICE AS SPECIFIED ABOVE AT THE PRICES AND TERMS HEREIN STATED AND IN STRICT ACCORDANCE WITH THE SPECIFICATIONS AND CONDITIONS OF BIDDING ALL WHICH ARE MADE A PART OF THIS OFFER. THIS OFFER IS NOT SUBJECT TO WITHDRAWAL WITHOUT PERMISSION.

COMPANY NAME: Jordan Concrete
ADDRESS: 4301 N county Rd 1140
CITY: Midland STATE: Tx ZIP 79705
PHONE NO: 432-312-1595 EMAIL: Rayg@#4jcrete.com
DELIVERY CAN BE MADE: yes
AUTHORIZED SIGNATURE: Raymundo Gutierrez

(THIS IS NOT AN ORDER)

A Message for Our Vendors

The City of Midland, Texas has developed a strategic plan with long-term objectives, new mission and vision statements, and a course of action to carry out goals established by and for our community. This includes strategic priorities that will address our economy, infrastructure, quality of life, standards for a safe and secure city, plus much more that's detailed below. We hope you join us on this exciting journey and to be part of the energy toward a successful and prosperous Midland!

Vision Statement

The City of Midland will be the premier and safest city in West Texas by providing world-class municipal services through operational excellence and a culture of innovation.

Mission Statement

Deliver exceptional services and promote a high quality of life and place for ALL our citizens.

Guiding Principles: I-FORCE

Integrity
Financial Stewardship
Outstanding Service
Respect
Collaboration
Excellence

City Council Key Focus Areas

Communication • Customer Service
Economic Development
Fiscal Responsibility & Accountability
High-Performing City Team • Legislation
Quality of Place • Technology Improvements

Core Values

Commitment: Duty to the public good.
Engagement: Foster partnerships and collaboration.
Excellence: Practice continuous improvement.
Innovation: Embrace creativity and cutting-edge solutions.
Integrity: Operate with transparency and accountability.
Inclusivity: Ensure all voices are heard and valued.

Strategic Goals

1. **Strong Economy with More Quality Jobs**
   - 1.1 Increase the Midland Sales Tax Base: Develop strategies to expand the tax base by attracting businesses and supporting local commerce.
   - 1.2 Enhance Visitor Revenue Opportunities: Boost tourism through marketing and infrastructure improvements.
   - 1.3 Continue Downtown and West Midland Redevelopment: Promote revitalization efforts for a vibrant downtown.
   - 1.4 Nurture Development Districts: Establish key action plans honed to enhance Development Districts.
   - 1.5 Grow the Core Business of Air Transportation: Develop and transform the Midland airport system.
   - 1.6 Diversify Midland's Economy: Support initiatives that diversify the local economy and enhance resilience.
   - 1.7 Expand Opportunities and Programming for General and Small Business: Foster the growth, retention, and expansion of local small businesses as well as business in general.
   - 1.8 Improve Speed to Market for Citizens, Builders, Developers, and Contractors: Reduce wait times for permit review/approval and inspection process of permitted work.
   - 1.9 Establish Community as a Premier Destination for Retail and Entertainment: Offer unique, compelling experiences that draw visitors, ultimately driving economic growth and community vibrancy, while increasing tourism and business development.

2. Set the Standard for a safe and secure City

2.1 Enhance public safety programs.
2.2 Improve Pedestrian and Motorist Safety: Invest in traffic management and infrastructure.
2.3 Implement Effective Code Enforcement Strategies: Address nuisances to improve overall health and safety.
2.4 Revitalize Neighborhoods: Utilize best practices to support the redevelopment of neighborhoods.
2.5 Enhance Animal Services: Ensure the welfare of pets and wildlife in the city.
2.6 Grow and Retain Public Safety Resources: Expand law enforcement presence as well as fire reduction and prevention programs while reducing attrition.

3. Quality of Life and Place

3.1 Enhance Community Engagement: Champion innovative recreational, educational, and cultural programs that enrich residents' lives in partnership with the business community.
3.2 Foster Relationships with Foundations and Outside Businesses: Collaborate to create world-class facilities and amenities.
3.3 Create an Attractive and Inclusive Living Environment: Develop and enhance live, work, and play opportunities for our citizens.
3.4 Establish Beautification Programs: Implement initiatives to make the community clean and bright.
3.5 Nurture and Promote a Healthy Community: Increase healthy community living and education opportunities for citizens of all ages.
3.6 Build the Best Parks System in Our Region: Offer diverse, accessible, and enjoyable green spaces, tournament-ready ball fields, safe playgrounds, and unique recreational opportunities that enhance the quality of life/quality of place for our community.

4. Transparent and Consistent Communication

4.1 Set a Climate of Respect, Collaboration, and Team Spirit: Cultivate a culture of openness and respect.
4.2 Enhance Communication Efficiency and Effectiveness: Leverage and expand the use of technology to facilitate the exchange of information.
4.3 Elevate Internal Communication and Employee Engagement: Strengthen information flow and collaboration among city staff.
4.4 Advance Two-Way Communication of Key Messages: Engage effectively with external stakeholders; foster community engagement.
4.5 Strengthen Messaging Opportunities Through Various Media Outlets: Communicate the city's achievements and initiatives.

5. Provide Sound Governance and Fiscal Management

5.1 Recruit and Retain a Skilled and Diverse Workforce: Invest in talent and diversity; grow our local pipeline of skilled employees.
5.2 Enhance Citizen Experience: Improve employee working conditions to better serve citizens.
5.3 Hone Public Servant Proficiency: Cultivate a culture of professional growth, skilled mastery, and information exchange.
5.4 Implement Cutting-Edge Practices: Harness automation and Artificial Intelligence technology for efficient resource utilization.
5.5 Promote a Well-Balanced Customer Service Philosophy: Consistently deliver excellent service to residents.
5.6 Deliver Services Timely and Efficiently: Prioritize continuous improvement.
5.7 Ensure Continued Financial Stability and Accountability: Maintain financial transparency.
5.8 Deliver Effective and Efficient Processes: Maximize value in procurement.
5.9 Ensure Reliability and Safety: Maintain existing assets and develop new city asset opportunities, including parks and other facilities, with a standard of excellence.
5.10 Create a Work Environment that Supports Bleeding-Edge Practices: Encourage bleeding-edge practice that then cultivates an environment where employees can learn from their experiences and improve processes; thus, becoming a learning organization.

6. Strengthen and Sustain Our Infrastructure

6.1 Provide Reliable and Sustainable Utilities: Guarantee water supply and distribution systems security and longevity.
6.2 Enhance Infrastructure for Economic Growth: Improve competitiveness through infrastructure investments that includes collaboration with neighboring jurisdictions and exemplary peer agencies.
6.3 Streamline and Consolidate City Facilities: Create synergy for improved services.
6.4Standardize Infrastructure Processes Across the City: Ensure consistency, timeliness, and accountability in infrastructure development.
6.5 Implement a Funding Stream for Infrastructure: Establish reliable funding for continual improvements.
6.6 Strategize for and Monitor City Growth: Develop proactive responses to growth rather than reactive.
6.7 Develop and Implement Comprehensive Road Planning and Maintenance Initiatives: Ensure safe and maintained roads for existing and new developing areas and main thoroughfares.

Primary Responses

Jordan Concete
6112 N HWY 349 Midland Texas

						Numeric	Text	Text	Text	
Status	Bid/No Bid Decision	#	Item	Quantity Required	Unit	Unit Price	Time Notice for Delivery	Additional Charge for order less than	State Minimum Load Size	Total Cost
Concrete and Caliche										
Success: All values provided	Bid	#1-1	**2000 PSI Readymix (4 Sack)**	30	cy	$ 125.00	3 days	5 cy minimum	1	$ 3,750.00
Success: All values provided	Bid	#1-2	**2500 PSI Readymix (4.5 Sack)**	30	cy	$ 130.00	3 days	5 cy minimum	1	$ 3,900.00
Success: All values provided	Bid	#1-3	**3000 PSI Readymix (5 sack)**	60	cy	$ 135.00	3 days	5 cy minimum	1	$ 8,100.00
Success: All values provided	Bid	#1-4	**3600 PSI Readymix (5.5 sack) with 3 lbs. of synthetic macrofiber per cubic yard***	5000	cy	$ 155.00	3 days	5 cy minimum	1	$ 775,000.00
Success: All values provided	Bid	#1-5	**3600 PSI Readymix (5.5 sack) with 1 lb. of synthetic microfibers per cubic yard****	200	cy	$ 145.00	3 days	5 cy minimum	1	$ 29,000.00
Success: All values provided	Bid	#1-6	**4000 PSI Readymix (6 sack)**	100	cy	$ 145.00	3 days	5 cy minimum	1	$ 14,500.00
Success: All values provided	Bid	#1-7	**Concrete Sand**	30	cy	$ 75.00	3 days	5 cy minimum	1	$ 2,250.00
Success: All values provided	Bid	#1-8	**Ty C; grade 3 aggregate (Pea gravel)**	30	cy	$ 75.00	3 days	5 cy minimum	1	$ 2,250.00
Success: All values provided	Bid	#1-9	**Integrally colored concrete 3600 PSI*****	30	cy	$ 150.00	3 days	5 cy minimum	1	$ 4,500.00
Success: All values provided	Bid	#1-10	**2% Accelerator (Calcium)**	10	cy	$ 14.00	3 days	5 cy minimum	1	$ 140.00
Not Bidding	No Bid	#1-11	**Expansion Joints**	100	Lf					-
Not Bidding	No Bid	#1-12	**Cost to Remix**	10	ea					-
Success: All values provided	Bid	#1-13	**Stabilized Base (2 sack caliche)**	100	cy	$ 123.00	3 days	5 cy minimum	1	$ 12,300.00
Basket Total										**$ 855,690.00**
Grand Total										**$ 855,690.00**

Company Name: Jordan Concrete

City of Midland, Texas
Detail Sheet
Readymix Concrete and Caliche

ITEM #	QTY	UNIT	DESCRIPTION	UNIT COST	TOTAL COST
1	30	cy	2000 PSI Readymix (4 Sack)	$ 125.00	$ 3,750.00
2	30	cy	2500 PSI Readymix (4.5 Sack)	$ 130.00	$ 3,900.00
3	60	cy	3000 PSI Readymix (5 Sack)	$ 135.00	$ 8,100.00
4	5,000	cy	3600 PSI Readymix (5.5 Sack) with 3 lbs. of synthetic macrofiber per cubic yard*	$ 155.00	$ 775,000.00
5	200	cy	3600 PSI Readymix (5.5 Sack) with 1 lb. microfibers per cubic yard**		
6	100	cy	4000 PSI Readymix (6 Sack)	$ 145.00	$ 29,000.00
7	30	cy	Concrete Sand	$ 75.00	$ 2,250.00
8	30	cy	Ty C; grade 3 aggregate (Pea gravel)	$ 75.00	$ 2,250.00
9	30	cy	Integrally colored concrete 3600 PSI***	$ 150.00	$ 140.00
10	10	cy	2% Accelerator (Calcium)	$ 14.00	$ 140.00
11	100	Lf	Expansion Joints	$ n/a	$
12	10	ea	Cost to Remix	$ n/a	

Texas Highway Department guidelines for readymix concrete shall be adhered to relative to all classes of concrete listed above.

⋆ Exact quantity is undetermined, but these products have been ordered from time to time.

12	100	cy	Stabilized Base (2 Sack Caliche)	$ 123.00	$ 12,300.00
			TOTAL COST FOR ALL ITEMS		$ 855,690.00

Company Name: Jordan Concrete

Bidder to indicate:

1. Time notice for Delivery: 5 days

2. Additional charge for order less than minimum load: 5 cy minimum

3. State minimum load size: 1 cy

All items contained in this Detail Sheet are to be delivered as needed during the contract period. The stated quantities are estimated for a 1 year period.

*Macrofiber:
On projects where synthetic macrofibers are specified or noted: Synthetic Macrofiber: Polypropylene/polyethylene synthetic macrofiber complying with ASTM C 1116 Type 3, minimum 2-inch length, aspect ratio 50 to 90. Fiber manufacturer shall have ISO 9001 certification. Synthetic macrofiber shall be tested in concrete to meet the requirements of ICC-AC383. Basis of design, Tuf-Strand SF or Tuf-Strand MaxTen by the Euclid Chemical Company or approved equal.

**Microfiber:
On projects where synthetic microfibers are specified or noted: Concrete shall contain 100% virgin multifilament polypropylene fibers complying with ASTM C 1116/C 1116M at a dosage rate of 1 pound per cubic yard. Basis of design, PSI Fiberstrand 100 or 150 by the Euclid Chemical Company or approved equal. Fiber manufacturer shall have ISO 9001 certification.

***Integrally colored concrete:
On projects where integrally colored concrete is specified or noted on the drawings, concrete shall include integral color pigments that meet or exceed ASTM C979 requirements. Color will be noted on the drawings. Blues, greens and black pigments are not included due to their price premiums. Basis of design, Increte Color-Crete by the Euclid Chemical Company or approved equal.

Company Name: Jordan Concrete

VENDOR CONTACT:
All potential vendors shall direct ALL questions, areas for bid clarification and specification verification to the Purchasing Agent IN WRITING, via mail or fax as follows:

The City Of Midland
Office of the Purchasing Agent OR FAX: (432) 685-0523
P.O. Box 1152 E-mail: purchasing@midlandtexas.gov
Midland, TX 79702

All vendors on the bid list will then be notified of the questions and presented an answer. Verbal responses shall not be considered binding.

Award:
If the Contract is awarded, it will be awarded to either the lowest responsible bidder, or to the bidder 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.

BID WAIVERS:

A. <u>WAIVER OF ATTORNEY FEES</u>: BY SUBMITTING THIS 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 CITY, REGARDING THE AWARD OF ATTORNEY'S FEES, WHICH ARE IN ANY WAY RELATED TO THE BID, THE CONSTRUCTION, VALIDITY OR INTERPRETATION OF THE BID DOCUMENTS, OR THE CONSTRUCTION, VALIDITY, INTERPRETATION, AWARD, OR BREACH OF THE CONTRACT. THE BIDDER SPECIFICALLY AGREES THAT IF THE BIDDER BRINGS OR COMMENCES ANY LEGAL ACTION OR PROCEEDING RELATED TO THIS BID, THE CONSTRUCTION, VALIDITY OR INTERPRETATION OF THE BID DOCUMENTS, OR THE CONSTRUCTION, VALIDITY, INTERPRETATION, AWARD, OR BREACH OF THE 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 BID DOCUMENTS INCLUDING BUT NOT LIMITED TO THE CONTRACT. THE BIDDER FURTHER ACKNOWLEDGES AND AGREES THAT THERE WAS AND IS NO DISPARITY OF BARGAINING POWER BETWEEN THE CITY AND THE BIDDER. THIS SECTION SHALL NOT BE CONSTRUED OR INTERPRETED AS A WAIVER OF

SOVEREIGN IMMUNITY.

THE BIDDER AND CITY ARE RELYING ON THEIR OWN JUDGMENT. EACH PARTY HAD THE OPPORTUNITY TO DISCUSS THESE BID DOCUMENTS, INCLUDING THE CONTRACT, WITH COMPETENT LEGAL COUNSEL PRIOR TO SUBMISSION OF THE BID OR EXECUTION OF THE CONTRACT.

B. 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).

If this form is not signed and included with your bid documents your bid will be considered non-responsive and will be rejected.

Company Name: Jordan Concrete

Jordan Concrete	3/27/2024
Company Name	Date
Raymundo Gutierrez	432-312-1595
Authorized Signature	Phone
Ray Gutierrez	
Print Above Name	Fax

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

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: Jordan Concrete

Local Address (must be within the City limits): 4301 N County rd 1140

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? 40
3. Year your business was established in the City of Midland: 2013
4. If you collect sales tax for ANY class of customer, provide the following Reseller information:

   Reseller Permit Number: _____

   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: Raymundo Gutierrez Date: 2/20/2024

Printed Name and Title: Ray Gutierrez Concrete Manager

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 1/1/2021

NOTICE TO BIDDERS

IF THIS PURCHASE REQUIRES A CONTRACT, THE ATTACHED **CONTRACT AND INSURANCE REQUIREMENTS ARE NON-NEGOTIABLE**. MODIFICATIONS BY BIDDER/COMPANY OF ANY MATERIAL TERM(S) TO THE CONTRACT DOCUMENTS WILL BE DEEMED A NON-RESPONSIVE BID. NON-RESPONSIVE BIDS WILL BE REJECTED. BIDDER/COMPANY 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/COMPANY 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/COMPANY 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: READ CAREFULLY BEFORE MAKING BID
GENERAL CONDITIONS OF BIDDING

1. All bids are to be submitted as specified in the procurement document(s).

2. Each Bidder is requested to provide: Descriptive literature clearly marked to show each item on this bid. Any catalog or manufacturer's reference in this proposal is descriptive, but not restrictive, and is used only to indicate type and quality. If, however, the bidder proposes similar but not identical terms, he must furnish all particulars. If no mention is made of any exceptions, it is assumed that he is bidding on the article specified and not on an approved equal and he will be required to deliver exact article specified.

3. Prices should be itemized. (Indicate unit price and extend to show total price.) In case of discrepancy between the unit price and the extension, the unit price shall govern.

4. Unit price for each item offered shall include all discounts; e.g., trade, seasonal, etc. with net 30 days payment terms. Discounts shall not be shown as such but shall be incorporated in the base bid price. Any bid showing discounts will be considered an alternate bid. The City of Midland will not be responsible for any goods delivered without a purchase order number.

5. If the Contract is awarded, it will be awarded to either the lowest responsible bidder, or to the bidder 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. The City of Midland reserves the right to award by item or by total bid, or to reject any or all bids or parts of bids. Further, the City of Midland reserves all rights granted by Section 271.027 of the Texas Local Government Code. The City of Midland reserves the right to award the bid to the lowest responsible bidder.

6. Time of proposed delivery shall be stated in number of calendar days.

7. NOTE: The City of Midland, Texas is exempt from all Federal, State and City tax. Please do not include these taxes in your bid price or invoice. Taxable items must be so designated, and the City will supply vendor with a Tax Exemption Certificate, properly executed.

8. All items are to be delivered, unloaded and stacked at the location indicated on the Bid Request and Purchase Order.

9. All items are to be delivered F.O.B. to the City of Midland, Texas with freight prepaid and included in the bid.

10. Detailed specifications rule over General specifications (headings, etc.)

11. The City of Midland reserves the right to remove a company from the bid list for (1) continued failure to respond to request for bids, (2) failure to deliver merchandise within promised time, or (3) delivery of substandard merchandise.

12. No officer or employee of the City shall have a financial interest, direct or indirect, in any contract with the City, or be financially interested, directly or indirectly, in the sale to the City of any lands, materials, supplies or services except as allowed under chapter 176 of the Local Government Code. Form CIQ shall be submitted and placed on file with the City of Midland.

13. The City shall determine the most advantageous bid for the City and accept the proposal of the responsible party submitting the lowest and/or most advantageous bid or reject any and all bids.

14. The City of Midland, Texas may consider as informal any bid not prepared and submitted in accordance with the provisions hereof, and may waive, in its sole discretion, any informalities.

15. 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.

STANDARD PURCHASE TERMS AND CONDITIONS
PURCHASING DIVISION, CITY OF MIDLAND, TEXAS

"Seller", as used herein, has the same meaning as "Company". "Buyer", as used herein, has the same meaning as "City".

Seller and Buyer agree as follows:

1. SELLER TO PACKAGE GOODS - Seller will package goods in accordance with good commercial practice. Each shipping container shall be clearly and permanently marked as follows; (a) Seller's name and address, (b) Consignee's name, and address, and purchase order number, (c) Container number and total number of containers, e.g. box 1 of 4 boxes, and (d) the number of the container bearing the packing slip. Seller shall bear cost of packaging unless otherwise provided. Goods shall be suitably packed to secure lowest transportation costs and to conform with requirements of common carriers and any applicable specifications. Buyer's count or weight shall be final and conclusive on shipments not accompanied by packing lists.

2. SHIPMENT UNDER RESERVATION PROHIBITED - Seller is not authorized to ship the goods under reservation and no tender of a bill of lading will serve as a tender of goods.

3. TITLE & RISK OF LOSS - The title and risk of loss of the goods shall not pass to Buyer until Buyer actually receives and takes possession of the goods at the point or points of delivery in Midland, Texas.

4. NO REPLACEMENT OF DEFECTIVE TENDER - Every tender or delivery of goods must fully comply with all provisions of this contract as to time of delivery, quality and the like. If a tender is made which does not fully conform, this shall constitute a breach and Seller shall not have the right to substitute a conforming tender, provided, where the time for performance has yet expired, the Seller may reasonably notify Buyer of his intention to cure and may then make a conforming tender within the contract time but not afterward.

5. PLACE OF DELIVERY - The place of delivery shall be that set forth in the block of the purchase order entitled "deliver to".

6. INVOICES - Seller shall submit separate ORIGINAL invoices, on each purchase order. Invoices shall indicate the purchase order number. All invoices must be mailed to City of Midland, Accounts Payable, P.O. Box 1152, Midland, TX 79702-1152. Payment will be made within 30 days from the date the invoice and properly executed receiving documents are received by City of Midland, Accounts Payable at the above address. Invoices sent to any other address will delay payment.

7. GRATUITIES - The buyer may, by written notice to the seller, cancel this contract without liability to Seller, if it is determined by Buyer that gratuities, in the form of entertainment, gifts, or otherwise, were offered or given by the seller, or any agent or representative of the Seller, to any officer or employee of the City of Midland with a view toward securing a contract or securing favorable treatment with respect to performing of such a contract. In the event this contract is cancelled by Buyer pursuant to this provision, Buyer shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by Seller in providing such gratuities.

8. WARRANTY - PRICE -

a. The price to be paid by the Buyer shall be that contained in Seller's bid which Seller warrants to be no higher than Seller's current prices on order by others for products of the kind and specifications covered by this agreement for similar quantities under similar or like conditions and methods of purchase. In the event Seller breaches this warranty, the prices of the items shall be reduced to the Seller's current prices on order by others, or in the alternative, Buyer may cancel this contract without liability to Seller for breach or Seller's actual expense.

b. The Seller warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for commission, percentage, brokerage, or contingent fee excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Seller for the purpose of securing business. For breach or violation of this warranty the Buyer shall have the right or rights to cancel this contract without liability and to deduct from the contract price, or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee.

9. WARRANTY - PRODUCT - Seller shall not limit or exclude any implied warranties and any attempt to do so shall render this contract voidable at the option of the Buyer. Seller warrants that the goods furnished will conform to the specification, drawings, and description listed in the bid invitation, and to the sample(s) furnished by Seller, if any. In the event of a conflict between the specifications, drawings and descriptions, the specifications shall govern.

10. SAFETY WARRANTY - Seller warrants that the product sold to Buyer shall conform to the standards promulgated by the U.S. Department of Labor under the Occupational Safety and Health Act of 1970. In the event the product does not conform to OSHA standards, Buyer may return the product for correction or replacement at the Seller's expense. In the event Seller fails to make the appropriate correction within a reasonable time, correction made by buyer will be at Seller's expense.

11. RIGHT OF INSPECTION - Buyer shall have the right to inspect the goods at delivery before accepting them.

12. CANCELLATION - Buyer shall have the right to cancel for default all or any part of the undelivered portion of this order if Seller breached any of the terms hereof including warranties of Seller if the Seller becomes insolvent or commits acts of bankruptcy. Such right of cancellation is in addition to and not in lieu of any other remedies which Buyer may have in law or equity.

13. TERMINATION - The performance of work under this order may be terminated in whole, or in part by the Buyer in accordance with this provision. Termination of work hereunder shall be effected by the delivery to Seller of a "Notice of Termination" specifying the extent to which performance of work under the order is terminated and the date upon which such termination becomes effective. Such right of termination is in addition to and not in lieu of the rights of Buyer set forth in Clause 13, herein.

14. FORCE MAJEURE - Neither party shall be held responsible for losses, resulting if the fulfillment of any terms or provisions of this contract is delayed or prevented by any cause not within the control of the party whose performance is interfered with, and which by the exercise of reasonable diligence said party is unable to prevent.

15. ASSIGNMENT - DELEGATION - No right or interest in this contract shall be assigned or delegation of any obligation made by Seller without the written permission of the Buyer. Any attempted assignment or delegation by the Seller shall be wholly void and totally ineffective for all purposes unless made in conformity with this paragraph.

16. MODIFICATIONS - This contract can be modified or rescinded only by a writing signed by both of the parties or their duly authorized agents.

17. INTERPRETATION - PAROL EVIDENCE - This writing, plus any specifications for bids and performance provided by Buyer in its advertisement for bids, is intended by the parties as a final expression of this agreement. No course of prior dealings between the parties and no usage of the trade shall be relevant to supplement or explain any term used in this agreement. Acceptance or acquiescence in a course of performance rendered under this agreement shall not be relevant to determine the meaning of this agreement even though the accepting or acquiescing party has knowledge of the performance and opportunity for objection. Whenever a term defined by the Uniform Commercial Code is used in this agreement, the definition contained in the Code is to control.

18. ADVERTISING - Seller shall not advertise or publish without Buyer's prior consent the fact that Buyer has entered into the contract, except to the extent necessary to comply with proper requests for information from an authorized representative of the federal, state or local government.

19. RIGHT TO ASSURANCE - Whenever one party to the contract in good faith has reason to question the other party's intent to perform he may demand that the other party give written assurance of this intent to perform. In the event that a demand is made and no assurance is given within five (5) days, the demanding party may treat this failure as an anticipatory repudiation of the contract.

20. PROTECTION AGAINST ROYALTIES OR PATENT INFRINGEMENT - The Seller shall pay all royalties and license fees, and shall provide for the use of any design, device, material or process covered by letters patent or copyright by suitable legal agreement with Patentee or Owner thereof. The Seller shall defend all suits or claims for infringement of any patent or copyrights and shall indemnify and save the Buyer harmless from any loss on account thereof, except that Buyer shall defend all such suits and claims and shall be responsible for all such loss when a particular design, device, material or process is allowed to the Seller, the Seller shall indemnify and save Buyer harmless from any loss on account thereof. If the material or process specified or required by Buyer is an infringement, the Seller shall be responsible for such loss unless he promptly gives written notice to the buyer of such infringement.

21. TIME - It is hereby expressly agreed and understood that time is of the essence for the performance of this contract, and any failure by contract to meet the time specifications of this agreement will cause Seller to be in default of this agreement.

22. TAX - The City of Midland is exempt from all Federal, State and City tax. Please do not include these taxes in your bid price or invoice. Taxable items must be so designated, and the City will supply vendor with a Tax Exemption Certificate, properly executed.

23. **INSURANCE –**

The following provisions apply unless the agreement is for the supply of goods only:

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

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

The Commercial General Liability shall be on a per project or policy aggregate, including completed operations, and shall be on an occurrence basis.

The Workers' Compensation coverage provided by Seller shall inure to the benefit of employees injured during the course and scope of their employment by Seller pursuant to this agreement.

The Business Automobile Liability insurance provided by Seller shall cover any auto for bodily injury and property damage, including owned vehicles, hired and non-owner vehicles, and employee non-ownership, and the amount of such policy shall be a minimum of $250,000.00 covering any vehicle used for the execution of the work that is the subject of this agreement.

All insurance required pursuant to this agreement, except for Worker's Compensation Insurance, shall name the Buyer as an additional insured on a claims occurred basis. All insurance required pursuant to this agreement, including Worker's Compensation Insurance, shall provide for a waiver of subrogation as to the Buyer.

The parties agree that, prior to the execution of the agreement, Seller shall provide one or more certificates of insurance showing that the requirements of this article have been met, and specifically containing, without limitations, the following endorsement:

"The City of Midland is included as an additional insured, on a claims occurred basis, on all policies except for Worker's Compensation. The Seller and Insurer hereby waive all rights of subrogation with respect to claims against the City of Midland, its agents, employees and officers, on all policies of insurance."
Buyer shall be provided the notice by Seller's insurance provider not later than thirty (30) days prior to any reduction or termination of such coverage. Buyer shall not be required to provide any insurance whatsoever pursuant to this agreement.

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

24. ASSIGNMENT - Seller shall not, either directly or indirectly, assign all or any part of this agreement or any interest, right or privilege herein, without the prior written consent of the Buyer. The issue on whether or not to grant consent to an assignment is in the sole discretion of the Buyer.

25. RELEASE - NOTWITHSTANDING ANY OTHER PROVISIONS, SELLER HEREBY RELEASES, ACQUITS, RELINQUISHES AND FOREVER DISCHARGES BUYER, BUYER'S EMPLOYEES AND OFFICERS, FROM ANY AND ALL DEMANDS, CLAIMS, DAMAGES, OR CAUSES OF ACTION OF ANY KIND WHATSOEVER WHICH SELLER 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 BUYER'S NEGLIGENCE.

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

27. INDEPENDENT CONTRACTOR - It is expressly understood and agreed that Seller shall perform all work and services described herein as an independent contractor and not as an officer, agent, servant or employee of the Buyer; that Seller shall have exclusive control of and the exclusive right to control the details of the services and work performed hereunder, and all persons performing the same; and shall be solely responsible for the acts and omissions of its officers, agents, employees, contractors and subcontractors; that the doctrine of respondeat superior shall not apply as between Buyer and Seller, its officers, agents, employees, contractors and subcontractors; and that nothing herein shall be construed as creating a partnership or joint enterprise between Buyer and Seller. No person performing any of the work and services described hereunder by Seller shall be considered an officer, agent, servant or employee of the Buyer. Further, it is specifically understood and agreed that nothing in this agreement is intended or shall be construed as creating a "Community of Pecuniary Interest" or "An Equal Right of Control" which would give rise to vicarious liability. Seller shall be an independent contractor under this agreement and shall assume all of the rights, obligations and liabilities, applicable to it as such independent contractor hereunder. The Buyer does not have the power to direct the order in which the work is done. The Buyer shall not have the right to control the means, methods or details of the Seller's work. Seller shall assume exclusive responsibility for the work. Seller is entirely free to do the work in its own way.

28. 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, Seller or his legal representative, shall give the City Manager, or any other reasonable official of the Buyer, 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-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 Seller will settle, the physical and mailing addresses of Seller at the time and date the claim was presented and the physical and mailing addresses of Seller for the six months immediately preceding the occurrence of such damages, and the names and addresses of the witnesses upon whom the Seller 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 Buyer from any liability whatsoever. The Buyer is under no obligation to provide notice to Seller that Seller's notice is insufficient. Buyer 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, Seller's failure to comply with the requirements herein shall perpetually bar Seller's claim for damages under Chapter 271 of the Texas Local Government Code, and Section 311.034 of the Texas Government Code, regardless if Buyer has actual or constructive notice or knowledge of said claim or alleged damages. Seller agrees that the requirements of this entire agreement are reasonable.

29. INDEMNITY (NOT APPLICABLE TO PURCHASE AGREEMENTS) - SELLER WILL INDEMNIFY AND HOLD HARMLESS AND DEFEND BUYER AND ALL OF BUYER'S OFFICERS, AGENTS AND EMPLOYEES FROM ALL SUITS, ACTIONS, CLAIMS, DAMAGES, PERSONAL INJURIES, LOSSES, PROPERTY DAMAGE AND EXPENSES OF ANY CHARACTER WHATSOEVER, INCLUDING REASONABLE ATTORNEY'S FEES,

BROUGHT FOR OR ON ACCOUNT OF ANY INJURIES OR DAMAGES RECEIVED OR SUSTAINED BY ANY PERSON OR PERSONS OR PROPERTY, ON ACCOUNT OF ANY NEGLIGENT ACT OF SELLER, its agents or employees, or any subcontractor, arising out of, or resulting from, Seller's use of, or activities on, the agreement premises, and Seller will be required to pay any judgment with costs which may be obtained against Buyer or any of its officers, agents or employees, including reasonable attorney's fees.

SELLER SHALL INDEMNIFY AND HOLD HARMLESS AND DEFEND BUYER AND ALL OF BUYER'S OFFICERS, AGENTS AND EMPLOYEES FROM ALL SUITS, ACTIONS, CLAIMS, DAMAGES, ACCIDENTAL DEATH, PERSONAL INJURIES, PROPERTY DAMAGE, LOSSES, AND EXPENSE OF ANY CHARACTER WHATSOEVER INCLUDING REASONABLE ATTORNEY'S FEES, BROUGHT FOR OR ON ACCOUNT OF ANY INJURIES OR DAMAGES RECEIVED OR SUSTAINED BY ANY PERSON OR PERSONS OR PROPERTY, ON ACCOUNT OF ANY NEGLIGENT ACT OF BUYER, BUYER'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 SELLER OR SELLER'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 AGREEMENT AND SELLER WILL BE REQUIRED TO PAY ANY JUDGMENT WITH COSTS WHICH MAY BE OBTAINED AGAINST BUYER OR ANY OF BUYER'S OFFICERS, AGENTS OR EMPLOYEES, INCLUDING ATTORNEY'S FEES.

30. SOVEREIGN IMMUNITY - By executing this agreement the Buyer is not waiving its right of sovereign immunity. The Buyer is retaining its immunity from suit. The Buyer is not granting consent to be sued by legislative resolution or action. **THERE IS NO WAIVER OF SOVEREIGN IMMUNITY**.

31. THIRD PARTY BENEFICIARY - The Buyer'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.

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

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

THE SELLER AND BUYER ARE RELYING ON THEIR OWN JUDGMENT. EACH PARTY HAD THE OPPORTUNITY TO DISCUSS THIS AGREEMENT WITH LEGAL COUNSEL PRIOR TO ITS EXECUTION.

33. CONSIDERATION - The terms of this agreement are supported by good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties named herein.

34. CERTIFICATION - In accordance with the Texas Local Government Code, the City of Midland Department of Facilities and Fleet Management does hereby certify that the City of Midland is in compliance with Sections 252, 271 and all applicable sections of the Texas Local Government Code and other state law as it applies to procurement and contracting issues.

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

36. COMPLIANCE WITH FEDERAL, STATE AND LOCAL LAWS - Seller shall at all times during the term of this agreement comply with applicable federal, state, and local laws regarding Seller's activities pursuant to this agreement, including but not limited to all applicable sections of the Municipal Code of Midland, Texas, as may be amended, said sections being hereby incorporated by reference and made a part of this agreement for all legal purposes. Failure to abide by any such law mentioned herein constitutes grounds for the immediate termination of this agreement.

4JCONCR-01 RSCOTT

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 2/20/2024

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
Alera Group (West Texas Insurance Exchange, Inc.)
600 N. Marienfeld St., Ste. 390
Midland, TX 79701

CONTACT NAME:
PHONE (A/C, No, Ext): (432) 699-0933 FAX (A/C, No): (432) 699-3201
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Acuity Insurance Company	14184
INSURER B : Texas Mutual Insurance Company	22945
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
4J Concrete, LLC dba Jordan Concrete
4301 N County Road 1140
Suite 2
Midland, TX 79705

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY			ZJ9806	5/29/2023	5/29/2024	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	POLICY X PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
A	AUTOMOBILE LIABILITY			ZJ9806	5/29/2023	5/29/2024	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X 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)	$
								$
A	X UMBRELLA LIAB X OCCUR			ZJ9806	5/29/2023	5/29/2024	EACH OCCURRENCE	$ 2,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$ 2,000,000
	DED X RETENTION $ 10,000							$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N	N / A		0002062970	5/29/2023	5/29/2024	X PER STATUTE OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
A	Equipment Floater			ZJ9806	5/29/2023	5/29/2024	Scheduled	909,913

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
The general liability policy includes blanket endorsements for additional insured, waiver of subrogation, primary & non-contributory, sudden & accidental pollution, and underground resources & equipment, as required by written contract. The general liability policy contains the standard Employer's Liability exclusion but does not apply to liability assumed by the insured under an insured contract. General Liability policy contains the standard Contractual Liability exclusion, but does not apply as assumed in an insured contract. The general liability policy does not contain an exclusion for punitive damages, except for related to a certified act of terrorism. The general liability policy and auto policy is scheduled for 30 Day NOC.
The auto liability policy includes blanket endorsements for additional insured and waiver of subrogation on a primary & non contributory basis when required by written contract.
SEE ATTACHED ACORD 101

CERTIFICATE HOLDER

City of Midland
P.O. Box 1152
Midland, TX 79702

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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AGENCY CUSTOMER ID: 4JCONCR-01 RSCOTT

LOC #: 1

ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
Alera Group (West Texas Insurance Exchange, Inc.)	4J Concrete, LLC dba Jordan Concrete 4301 N County Road 1140 Suite 2 Midland, TX 79705
POLICY NUMBER SEE PAGE 1	
CARRIER: SEE PAGE 1 / NAIC CODE: SEE P 1	EFFECTIVE DATE: SEE PAGE 1

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

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

Description of Operations/Locations/Vehicles:
The workers compensation policy includes blanket endorsements for waiver of subrogation, 30 day notice of cancellation, and alternate employer for Texas locations only as required by written contract.
Umbrella is follow form for general liability, auto liability, and workers compensation policies.

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City Council Meeting

Item Number: 6

Meeting Date: April 9, 2024

To: City Council / City Manager

From: Erika Martinez, Manager, Purchasing

Subject: **RESOLUTION AUTHORIZING THE PURCHASE OF A PALFINGER M100 GRAPPLE LOADER TRUCK FROM DOGGETT FRIGHTLINER OF SOUTH TEXAS, LLC, THROUGH BUYBOARD FOR A TOTAL COST OF $241,917.82 (DISTRICT: NONE) (GENERAL SERVICES) (PROVIDE SOUND GOVERNANCE & FISCAL MANAGEMENT)**

Purpose:

Resolution authorizing the purchase of one (1) Palfinger M100 Grapple Loader Truck from Doggett Freightliner of South Texas LLC-Austin through Buyboard contract 723-23 for the cost of $241,917.82.

Recommended City Council Action:

Approve

Fiscal Impact:

Funding is available in the Garage Operating Fund budget.

Strategic Priority:

(Provide Sound Governance & Fiscal Management)

Discussion:

Staff is recommending the purchase of one (1) Palfinger M100 Grapple Loader Truck to be used by the Solid Waste Department. The Grapple Loader Truck is available through the Buyboard cooperative contract 723-23. We are members of this cooperative and Subchapter F, Section 271.102 of the Local Government Code provides that a local government may participate in a cooperative purchasing program and that purchasing goods or services under

Subchapter F satisfies any state law requiring the local government to seek competitive bids for those purchases. This truck is new to the fleet. Please see the attached memo from Manuel Salinas, Garage Superintendent, for additional information.

Therefore, please consider a resolution authorizing the purchase of one (1) Palfinger M100 Grapple Loader Truck from Doggett Freightliner of South Texas LLC-Austin through Buyboard contract 723-23 for the cost of $241,917.82.

Mario Williams Jr.

City Manager's Office

Fleet Services Division

INTEROFFICE MEMORANDUM

TO: Regina Stephenson

FROM: Eloy Salinas

SUBJECT: Bulk Trash Loader Grapple Truck through Buy Board contract 723-23

DATE: 02/22/24

Fleet services is requesting the purchasing of one Bulk Trash Loader Grapple Truck for the Solid Waste Department. This will be a new unit to be added to the sanitation fleet to help with the bulk trash pickup. The budgeted amount for one new Bulk Trash Loader Grapple Truck for FY24 is $203,000. The purchasing amount that is being offered by Doggett Freightliner of South Texas LLC through Buy Board contract # 723-23 in the amount of $241,917.82.

Sincerely,

Manuel Eloy Salinas

City of Midland Garage Superintendent

RESOLUTION NO. _____

RESOLUTION AUTHORIZING THE PURCHASE OF A PALFINGER M100 GRAPPLE LOADER TRUCK FROM DOGGETT FRIGHTLINER OF SOUTH TEXAS, LLC, THROUGH BUYBOARD FOR A TOTAL COST OF $241,917.82

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, Doggett Freightliner of South Texas, LLC, submitted a total cost to the City of $241,917.82 for the purchase of a Palfinger M100 grapple loader truck through Buyboard as shown on the quote attached hereto as Exhibit A, which is incorporated herein for all purposes; and

WHEREAS, the City Council finds the price proposed for the purchase of a Palfinger M100 grapple loader truck to be fair and reasonable; and

WHEREAS, the City Council finds it to be in the public interest to authorize the purchase of a Palfinger M100 grapple loader truck from Doggett Freightliner of South Texas, LLC, through Buyboard;

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 a Palfinger M100 grapple loader truck from Doggett Freightliner of South Texas, LLC, through Buyboard for a total cost of $241,917.82.

SECTION TWO. That the City Comptroller is hereby authorized and directed to pay Doggett Freightliner of South Texas, LLC, $241,917.82 for said Palfinger M100 grapple loader truck from funds available in the Garage Operating Fund 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., 2024, by the following vote:

Council members voting "AYE":

Council members voting "NAY":

_____
Lori Merritt Blong, Mayor

ATTEST:

_____
Marcia Bentley-German, City Secretary

RECOMMENDED AND APPROVED:

_____
Tommy Gonzalez, City Manager

APPROVED AS TO CONTENT
AND COMPLETENESS:

_____
Regina Stephenson, General Services Director

APPROVED AS TO FORM ONLY:

_____
John Ohnemiller, City Attorney

FREIGHTLINER

DOGGETT FREIGHTLINER OF SOUTH TEXAS LLC - AUSTIN

1701 Smith Rd.
Austin, Texas 78721

Bus: 512-389-0000
Fax: 512-389-2663

INV #:
DATE: 2/20/2024
INVOICE / BUYER'S ORDER

BUYER'S NAME				TELEPHONE	
CITY OF MIDLAND				432-685-7100	
ADDRESS			CITY	STATE	ZIP CODE
300 N LORAINE			MIDLAND	TX	79701
YEAR	MAKE	MODEL/BODY	VIN		LICENSE PLATE
2025	FREIGHTLINER	M2106 PLUS	TBD		

A DOCUMENTARY FEE IS NOT AN OFFICIAL FEE. A DOCUMENTARY FEE IS NOT REQUIRED BY LAW, BUT MAY CHARGED TO BUYER FOR HANDLING DOCUMENTS RELATING TO THE SALE. A DOCUMENTARY FEE MAY NOT EXCEED A REASONABLE AMOUNT AGREED TO BY THE PARTIES. THIS NOTICE IS REQUIRED BY LAW.

UN PAGO DOCUMENTAL NO ES UN CARGO OFFICIAL. LA LEYNO EXIGUE SE IMPONGA UN CARGO DOCUMENTAL. PERO ESTE PODRIA COBRARSE A LOS COMPRADORES POR EL MANEJO DE LA DOCUMENTACION EN RELACION CON LE VENTA. UN CARGO DOCMENTAL NO PUEDI EXCEDER UNA CANIDAD PAZONABLE ACORDADA POR LAS PARTES. ESTA NOTIFICACION SE EXIGUE POR LA LEY.

Disclaimer of Warranties

The above decribed vehicle sold by Freightliner of Ausitn is sold as is, without either express or implied warranties of any kind by Freightliner of Austin, including warranties of merchantability or fitness, and Buyer will bear the entire expense of repairing or correcting any defects that presently exist or that may occur in the vehicle, unless a writte warranty by, or service contract with Freightliner of Austin covering the describe vehicle is delivered to Buyer in conjunction with or within 90 days following the time of sale,but such vehicle or any of its component parts may be subject to warranty by the manufacuter thereof.

MILEAGE:		
BUY BOARD CONTRACT # 723-23		
CHASSIS PRICE		$106,903.52
PALFINGER M100L72 LOADER		$135,014.30

CUSTOMER COPY

MILEAGE:				
YEAR	MAKE	MODEL/BODY	VIN	
MILEAGE:		TRADE-IN		
YEAR	MAKE	MODEL/BODY	VIN	

		TOTAL	$241,917.82
PAYOFF TO:		(Trade Allowance)	($.00)
ADDRESS:		TRADING DIFFERENCE	$241,917.82
TELEPHONE: FAX:		SALES TAX	$0.00
GOOD UNTIL:		DEALER'S INVENTORY TAX	$0.00
QUOTED BY:		LICENSE FEE	$0.00
SHOW LIEN TO:	Body Type:	DOCUMENTARY FEE	**$0.00**
ADDRESS:	License Wt.:	FEDERAL EXCISE TAX	$0.00
	State Insp.:	TOTAL SALE PRICE	$241,917.82
DATED: LIEN AMOUNT $	License:	PAYOFF ON TRADE	$0.00
DRAFT FOR $	Title:	EXT. WARRANTY	$0.00
DRAFT THRU:	Transfer:	LESS DEPOSIT	$0.00
ADDRESS:		Total Balance Due	$241,917.82

**The Dealer's Inventory Tax charge is intended to reimburse the dealer for ad valorem taxes on its motor vehicle inventory. The charge, which is paid by the Dealer to the county tax assessor-collector, is not a tax imposed on a consumer by the government, and is not required to be charged by the dealer to the consumer.

The information you see on the window form for this vehicle is part of this contract. Information on the window form overrides any contrary provisions on the contract of sale. ***La informacion que aparece en la ventanilla de este vehiculo forma parte de este contrato. La informacion contenida en el formulario de la ventanilla anula cualquier prevision que establezca contratio y quy aparezca en el contrato de venta.*** If a credit purchase, this is an offer to purchase only. Buyer offers to purchase vehicle on credit terms described herein and no contractual relationship is created. This order does not constitute an agreement for the extension of credit. Manufacturer/Distributor reserves the right to change the price of new vehicles to Seller without notice. In the event that the price to Seller of the new vehicle ordered hereunder is changed prior to delivery to Buyer, Buyer agrees and accepts that the cash delivered price will be changed accordingly. If the Buyer's used vehicle trade-in is not delivered to the Seller until delivery of the new vehicle, the trade-in will be reappraised at that time and Buyer agrees that such reappraised value shall determine the allowance, if any, made for the trade-in. Buyer agrees to deliver the original bill of sale and the title to an trade-in along with the delivery of the trade-in and further agrees to execute and all documents necessary or required to transfer legal title and ownership to Seller or its assigns. Buyer warrants the trade-in to be his property and free and clear of all liens and encumbrances except as otherwise noted herein. Buyer further warrants that the trade-in has not been declared rebuilt salvage, reconditioned, nonrrpairable, or flood damaged and that the emission systems have not been tampered with and are in the condition as originally manufactured, except for ordinary wear, unless so disclosed. Seller makes no representations, concerning fuel economy of the sale unit and any information posted on the sale unit or contained in literature relating to the same reflect the results of tests performed, required or prescribed by government agency, upon which Seller has relied.It is expressly agreed to and understood by Buyer and Seller that is the event of a non-credit transaction, Seller retains a security interest in the purchased vehicle until such time as Buyer has paid the Seller for the vehicle. Buyer agrees to all the above listed charges.

BUYER'S SIGNATURE: _____ **SELLER'S SIGNATURE:** _____ **DATE** _____

FREIGHTLINER

DOGGETT FREIGHTLINER OF SOUTH TEXAS LLC - AUSTIN

1701 Smith Rd.
Austin, Texas 78721

Bus: 512-389-0000
Fax: 512-389-2663

INV #:

DATE: 2/20/2024

INVOICE / BUYER'S ORDER

BUYER'S NAME				TELEPHONE	
CITY OF MIDLAND				432-685-7100	
ADDRESS			CITY	STATE	ZIP CODE
300 N LORAINE			MIDLAND	TX	79701
YEAR	MAKE	MODEL/BODY	VIN		LICENSE PLATE
2025	FREIGHTLINER	M2106 PLUS	TBD		

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MILEAGE:

BUY BOARD CONTRACT # 723-23

CHASSIS PRICE	$106,903.52
PALFINGER M100L72 LOADER	$135,014.30

Disclaimer of Warranties

The above decribed vehicle sold by Freightliner of Ausitn is sold as is, without either express or implied warranties of any kind by Freightliner of Austin, including warranties of merchantability or fitness, and Buyer will bear the entire expense of repairing or correcting any defects that presently exist or that may occur in the vehicle, unless a writte warranty by, or service contract with Freightliner of Austin covering the describe vehicle is delivered to Buyer in conjunction with or within 90 days following the time of sale,but such vehicle or any of its component parts may be subject to warranty by the manufacuter thereof.

CUSTOMER COPY

MILEAGE:			
YEAR	MAKE	MODEL/BODY	VIN

TRADE-IN

MILEAGE:			
YEAR	MAKE	MODEL/BODY	VIN

PAYOFF TO:		TOTAL	$241,917.82
ADDRESS:		(Trade Allowance)	($.00)
TELEPHONE: FAX:		TRADING DIFFERENCE	$241,917.82
GOOD UNTIL:		SALES TAX	$0.00
QUOTED BY:		DEALER'S INVENTORY TAX	$0.00
SHOW LIEN TO:	Body Type:	LICENSE FEE	$0.00
ADDRESS:	License Wt.:	DOCUMENTARY FEE	**$0.00**
	State Insp.:	FEDERAL EXCISE TAX	$0.00
DATED: LIEN AMOUNT $	License:	TOTAL SALE PRICE	$241,917.82
DRAFT FOR $	Title:	PAYOFF ON TRADE	$0.00
DRAFT THRU:	Transfer:	EXT. WARRANTY	$0.00
ADDRESS:		LESS DEPOSIT	$0.00
		Total Balance Due	$241,917.82

**The Dealer's Inventory Tax charge is intended to reimburse the dealer for ad valorem taxes on its motor vehicle inventory. The charge, which is paid by the Dealer to the county tax assessor-collector, is not a tax imposed on a consumer by the government, and is not required to be charged by the dealer to the consumer.

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BUYER'S SIGNATURE: _____ **SELLER'S SIGNATURE:** _____ **DATE** _____

Vendor Contract Information Summary

Vendor	Doggett Freightliner of South Texas, LLC
Contact	Mike Crockett
Phone	210-277-4373
Email	mike.crockett@doggett.com
Vendor Website	www.doggett.com
TIN	46-3732669
Address Line 1	8700 IH 10 East
Vendor City	Converse
Vendor Zip	78109
Vendor State	TX
Vendor Country	USA
Delivery Days	10
Freight Terms	FOB Destination
Payment Terms	Net 30 days
Shipping Terms	Freight prepaid by vendor and added to invoice
Ship Via	Common Carrier
Designated Dealer	No
EDGAR Received	Yes
Service-disabled Veteran Owned	No
Minority Owned	No
Women Owned	No
National	No
No Foreign Terrorist Orgs	Yes
No Israel Boycott	Yes
MWBE	No
ESCs	All Texas Regions
States	All States
Contract Name	Medium and Heavy-Duty Trucks, Parts, and Maintenance Repair Services
Contract No.	723-23
Effective	12/01/2023
Expiration	11/30/2026
Accepts RFQs	Yes
Service Fee Note	Vehicle purchase orders are subject to a $400 service fee
Quote Reference Number	BuyBoard 723-23

Return Policy	Parts must be returned in their original packaging and not have been installed. Titled motor vehicles can not be returned.

City Council Meeting

Item Number: 7

Meeting Date: April 9, 2024

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, KIESLER POLICE SUPPLY, INC., AND BLACK HILLS AMMUNITION, AT A TOTAL COST OF $226,690.00 (DISTRICT: NONE) (GENERAL SERVICES) (PROVIDE SOUND GOVERNANCE & FISCAL MANAGEMENT)

Purpose:

Resolution approving the purchase of ammunition for a total cost of $226,690.00 for the Police Department.

Recommended City Council Action:

Approve

Fiscal Impact:

Funding is available in the FY23 General Fund operating budget.

Strategic Priority:

(Provide Sound Governance & Fiscal Management)

Discussion:

he City Manager approved specifications and authorized advertisement for bids for ammunition. Bid requests were sent to fifty-three (53) vendors. We received bids from six (6) companies. Staff recommends awarding items 1, 2, 4, 5, and 6 to Kiesler Police Supply, 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, 4, 5, & 6	Kiesler Police Supply, Inc. of Jeffersonville, Indiana	$92,690.00
3	Black Hills Ammunition of Rapid City, South Dakota	$134,000.00
	Total Cost for all Ammunition	**$226,690.00**

Morris William Jr.

City Manager's Office

City of Midland

Police Department

Interoffice Memorandum

DATE: March 21, 2024

TO: LT. D. Crisp, D.C. G. Chatwell, and Chief S. Herman

FROM: Ofc. A. Trevino

SUBJECT: FY2024 Ammo Bid

I have reviewed the Bid Tabulation for FY2024 Ammo order and listed the selected vendors below.

Line Items 1, 2, 4, 5 & 6 all go to Kiesler Police Supply. They are the low bidder who meets product and delivery specifications.

Line Item 3 goes to Black Hills Ammunition. They are the low bidder who meets product and delivery specifications.

With a total cost of $226,690 dollars, we are left with $63,083 for contingencies and orders throughout the year.

No substitutions will be accepted.

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, KIESLER POLICE SUPPLY, INC., AND BLACK HILLS AMMUNITION, AT A TOTAL COST OF $226,690.00

WHEREAS, the City Manager 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. 224003246 was opened on March 20, 2024, with the lowest and most advantageous bids being submitted by Kiesler Police Supply, 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 Kiesler Police Supply, 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, Kiesler Police Supply, Inc., and Black Hills Ammunition, for a total cost of $226,690.00.

SECTION TWO. That the City Comptroller is hereby authorized and directed to pay Kiesler Police Supply, 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., 2024, by

the following vote:

Council members voting "AYE":

Council members voting "NAY":

_____
Lori Merritt Blong, Mayor

ATTEST:

_____
Marcia Bentley-German, City Secretary

RECOMMENDED AND APPROVED:

_____
Tommy Gonzalez, City Manager

APPROVED AS TO CONTENT
AND COMPLETENESS:

_____
Regina Stephenson, General Services Director

APPROVED AS TO FORM ONLY:

_____
John Ohnemiller, City Attorney

24003246 FY 2024 Amunition
Bid Opening: March 20, 2024

			BOTACH INC		Black Hill Ammunition		G T Distributors, Inc.		Kiesler Police Supply		Precision Delta Corporation		RTP ARMOR, LLC	
		Total Cos	$7,000.00		$134,000.00		$107,852.40		$92,690.00		$90,000.00		$108,000.00	
#	Items	Quantity Required	Unit Price	Total Cost	Unit Price	Total Cost	Unit Price	Total Cost	Unit Price	Total Cost	Unit Price	TotalCost	Unit Price	Total Cost
#0-1	CCI/ Speer Lawman 9mm 147 grain TMJ Training ammo (Part # 53620)	300000	No Bid	No Bid	No Bid	No Bid	$0.29	$88,005.00	$0.24	$71,700.00	$0.30	$90,000.00	$ 0.36	$108,000.00
#0-2	Speer 9 mm 147 grain Gold Dot G2 JHP duty ammo (Part #54226)	20000	No Bid	No Bid	No Bid	No Bid	$0.64	$12,857.40	$0.44	$8,780.00	No Bid	No Bid	No Bid	No Bid
#0-3	Black Hills 5.56 62 grain Barnes TSX duty (Part #D556N18)	100000	No Bid	No Bid	$ 1.34	$134,000.00	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
#0-4	Federal .308 Win Tactical Bonded Tip 168 grain (Part # FC-308LETT2)	3000	No Bid	No Bid	No Bid	No Bid	$ 2.33	$6,990.00	$2.15	$6,435.00	No Bid	No Bid	No Bid	No Bid
#0-5	Royal Arms shotgun breaching round (Part # TESAR-2)	500	$8.00	$4,000.00	No Bid	No Bid	No Bid	No Bid	$6.60	$3,300.00	No Bid	No Bid	No Bid	No Bid
#0-6	Royal Arms shotgun breaching round (Part # TESAR-SF)	500	$6.00	$3,000.00	No Bid	No Bid	No Bid	No Bid	$ 4.95	$2,475.00	No Bid	No Bid	No Bid	No Bid

Bid Summary
53 Bid Requests were issued
6 Bids are listed above
1 NO BIDS were received
46 Bidders did not responsd

Exhibit A

24003246 FY 2024 Amunition
Bid Opening: March 20, 2024

			BOTACH INC								Black Hill Ammunition								G T Distributors, Inc.							
		Total Cost	$7,000.00								$134,000.00								$107,852.40							
#	Items	Quantity Required	Unit Price	Boxes per Case	Brand Name	MFG Number	Rounds per Box	Delivery Time (Number of Days)	Discount (No Percents)	Total Cost	Unit Price	Boxes per Case	Brand Name	MFG Number	Rounds per Box	Delivery Time (Number of Days)	Discount (No Percents)	Total Cost	Unit Price	Boxes per Case	Brand Name	MFG Number	Rounds per Box	Delivery Time (Number of Days)	Discount (No Percents)	Total Cost
#0-1	CCI/ Speer Lawman 9mm 147 grain TMJ Training ammo (Part # 53620)	300000	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	**$0.29**	20	Speer	53620	50	30	0	**$88,005.00**
#0-2	Speer 9 mm 147 grain Gold Dot G2 JHP duty ammo (Part #54226)	20000	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	**$0.64**	20	Speer	54226	50	150	0	**$12,857.40**
#0-3	Black Hills 5.56 62 grain Barnes TSX duty (Part #D556N18)	100000	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	**$ 1.34**	10	Black Hill Ammunition	D556N18	500	within time required	0	**$134,000.00**	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
#0-4	Federal .308 Win Tactical Bonded Tip 168 grain (Part # FC-308LETT2)	3000	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	**$ 2.33**	10	Federal	LE308TT2	20	30	0	**$6,990.00**
#0-5	Royal Arms shotgun breaching round (Part # TESAR-2)	500	**$8.00**	100	ROYAL ARMS		25	90	0	**$4,000.00**	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
#0-6	Royal Arms shotgun breaching round (Part # TESAR-SF)	500	**$6.00**	100	ROYAL ARMS	2	25	90	0	**$3,000.00**	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid

Bid Summary
53 Bid Requests were issued
6 Bids are listed above
1 NO BIDS were received
46 Bidders did not responsd

24003246 FY 2024 Amunition
Bid Opening: March 20, 2024

				Kiesler Police Supply								Precision Delta Corporation								RTP ARMOR, LLC							
			Total Cost	$92,690.00								$90,000.00								$108,000.00							
#	Locked	Items	Quantity Required	Unit Price	Boxes per Case	Brand Name	MFG Number	Rounds per Box	Delivery Time (Number of Days)	Discount (No Percents)	Total Cost	Unit Price	Boxes per Case	Brand Name	MFG Number	Rounds per Box	Delivery Time (Number of Days)	Discount (No Percents)	TotalCost	Unit Price	Boxes per Case	Brand Name	MFG Number	Rounds per Box	Delivery Time (Number of Days)	Discount (No Percents)	Total Cost
#0-1	FALSE	CCI/ Speer Lawman 9mm 147 grain TMJ Training ammo (Part # 53620)	300000	$0.24	20	SPEER	53620	50	10	0	$71,700.00	$0.30	10	Winchester	08922123	50	120	0	$90,000.00	$ 0.36	1000	eer Lawm	53620	50	45	0	$108,000.00
#0-2	FALSE	Speer 9 mm 147 grain Gold Dot G2 JHP duty ammo (Part #54226)	20000	$0.44	20	SPEER	54226	50	230	0	$8,780.00	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
#0-3	FALSE	Black Hills 5.56 62 grain Barnes TSX duty (Part #D556N18)	100000	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
#0-4	FALSE	Federal .308 Win Tactical Bonded Tip 168 grain (Part # FC-308LETT2)	3000	$2.15	10	FEDERAL	308.2	20	10	0	$6,435.00	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
#0-5	FALSE	Royal Arms shotgun breaching round (Part # TESAR-2)	500	$6.60	1	OYAL ARM	12.425	5	10	0	$3,300.00	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
#0-6	FALSE	Royal Arms shotgun breaching round (Part # TESAR-SF)	500	$ 4.95	1	OYAL ARM	12.4	5	10	0	$2,475.00	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid

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53 Bid Requests were issued
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24003246 FY 2024 Amunition
Bid Opening: March 20, 2024

			BOTACH INC		Black Hill Ammunition		G T Distributors, Inc.		Kiesler Police Supply		Precision Delta Corporation		RTP ARMOR, LLC	
		Total Cos	$7,000.00		$134,000.00		$107,852.40		$92,690.00		$90,000.00		$108,000.00	
#	Items	Quantity Required	Unit Price	Total Cost	Unit Price	Total Cost	Unit Price	Total Cost	Unit Price	Total Cost	Unit Price	TotalCost	Unit Price	Total Cost
#0-1	CCI/ Speer Lawman 9mm 147 grain TMJ Training ammo (Part # 53620)	300000	No Bid	No Bid	No Bid	No Bid	$0.29	$88,005.00	$0.24	$71,700.00	$0.30	$90,000.00	$ 0.36	$108,000.00
#0-2	Speer 9 mm 147 grain Gold Dot G2 JHP duty ammo (Part #54226)	20000	No Bid	No Bid	No Bid	No Bid	$0.64	$12,857.40	$0.44	$8,780.00	No Bid	No Bid	No Bid	No Bid
#0-3	Black Hills 5.56 62 grain Barnes TSX duty (Part #D556N18)	100000	No Bid	No Bid	$ 1.34	$134,000.00	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
#0-4	Federal .308 Win Tactical Bonded Tip 168 grain (Part # FC-308LETT2)	3000	No Bid	No Bid	No Bid	No Bid	$ 2.33	$6,990.00	$2.15	$6,435.00	No Bid	No Bid	No Bid	No Bid
#0-5	Royal Arms shotgun breaching round (Part # TESAR-2)	500	$8.00	$4,000.00	No Bid	No Bid	No Bid	No Bid	$6.60	$3,300.00	No Bid	No Bid	No Bid	No Bid
#0-6	Royal Arms shotgun breaching round (Part # TESAR-SF)	500	$6.00	$3,000.00	No Bid	No Bid	No Bid	No Bid	$ 4.95	$2,475.00	No Bid	No Bid	No Bid	No Bid

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24003246 FY 2024 Amunition
Bid Opening: March 20, 2024

			BOTACH INC								Black Hill Ammunition								G T Distributors, Inc.							
		Total Cost	$7,000.00								$134,000.00								$107,852.40							
#	Items	Quantity Required	Unit Price	Boxes per Case	Brand Name	MFG Number	Rounds per Box	Delivery Time (Number of Days)	Discount (No Percents)	Total Cost	Unit Price	Boxes per Case	Brand Name	MFG Number	Rounds per Box	Delivery Time (Number of Days)	Discount (No Percents)	Total Cost	Unit Price	Boxes per Case	Brand Name	MFG Number	Rounds per Box	Delivery Time (Number of Days)	Discount (No Percents)	Total Cost
#0-1	CCI/ Speer Lawman 9mm 147 grain TMJ Training ammo (Part # 53620)	300000	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	**$0.29**	20	Speer	53620	50	30	0	**$88,005.00**
#0-2	Speer 9 mm 147 grain Gold Dot G2 JHP duty ammo (Part #54226)	20000	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	**$0.64**	20	Speer	54226	50	150	0	**$12,857.40**
#0-3	Black Hills 5.56 62 grain Barnes TSX duty (Part #D556N18)	100000	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	**$ 1.34**	10	Black Hill Ammunition	D556N18	500	within time required	0	**$134,000.00**	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
#0-4	Federal .308 Win Tactical Bonded Tip 168 grain (Part # FC-308LETT2)	3000	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	**$ 2.33**	10	Federal	LE308TT2	20	30	0	**$6,990.00**
#0-5	Royal Arms shotgun breaching round (Part # TESAR-2)	500	**$8.00**	100	ROYAL ARMS		25	90	0	**$4,000.00**	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
#0-6	Royal Arms shotgun breaching round (Part # TESAR-SF)	500	**$6.00**	100	ROYAL ARMS	2	25	90	0	**$3,000.00**	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid

Bid Summary
53 Bid Requests were issued
6 Bids are listed above
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24003246 FY 2024 Amunition
Bid Opening: March 20, 2024

				Kiesler Police Supply								Precision Delta Corporation								RTP ARMOR, LLC							
			Total Cost	$92,690.00								$90,000.00								$108,000.00							
#	Locked	Items	Quantity Required	Unit Price	Boxes per Case	Brand Name	MFG Number	Rounds per Box	Delivery Time (Number of Days)	Discount (No Percents)	Total Cost	Unit Price	Boxes per Case	Brand Name	MFG Number	Rounds per Box	Delivery Time (Number of Days)	Discount (No Percents)	TotalCost	Unit Price	Boxes per Case	Brand Name	MFG Number	Rounds per Box	Delivery Time (Number of Days)	Discount (No Percents)	Total Cost
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#0-3	FALSE	Black Hills 5.56 62 grain Barnes TSX duty (Part #D556N18)	100000	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
#0-4	FALSE	Federal .308 Win Tactical Bonded Tip 168 grain (Part # FC-308LETT2)	3000	$2.15	10	FEDERAL	308.2	20	10	0	$6,435.00	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
#0-5	FALSE	Royal Arms shotgun breaching round (Part # TESAR-2)	500	$6.60	1	OYAL ARM	12.425	5	10	0	$3,300.00	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
#0-6	FALSE	Royal Arms shotgun breaching round (Part # TESAR-SF)	500	$ 4.95	1	OYAL ARM	12.4	5	10	0	$2,475.00	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid

Bid Summary
53 Bid Requests were issued
6 Bids are listed above
1 NO BIDS were received
46 Bidders did not responsd

City Council Meeting

Item Number: 8

Meeting Date: April 9, 2024

To: City Council / City Manager

From: Erika Martinez, Manager, Purchasing

Subject: RESOLUTION AWARDING A CONTRACT FOR PLANT FARM LABOR CONTRACTING SERVICES TO KEVIN COOK D/B/A KEVIN COOK FARMS OF STANTON, TEXAS, AT A TOTAL COST OF $165,665.00 (DISTRICT: NONE) (GENERAL SERVICES) (PROVIDE SOUND GOVERNANCE & FISCAL MANAGEMENT)

Purpose:

Resolution awarding a contract for labor contracting services for the Plant Farm to Kevin Cook dba Kevin Cook Farms of Stanton, Texas for a cost of $165,665.00 for two (2) years.

Recommended City Council Action:

Approve

Fiscal Impact:

Funding is available in the Water and Sewer operating budget.

Strategic Priority:

(Provide Sound Governance & Fiscal Management)

Discussion:

Staff recommends awarding a contract for Plant Farm Labor Contracting Services for the Utilities Department. Four (4) bid requests were issued. We received a sole bid. Staff recommends awarding the contract to Kevin Cook dba Kevin Cook Farms. Please see the attached memo from Carl Craigo, Utilities Director, for additional information.

Therefore, please consider a resolution awarding a contract for labor contracting services for

the Plant Farm to Kevin Cook dba Kevin Cook Farms of Stanton, Texas for a cost of $165,665.00 for two (2) years.

Morris Williams Jr.

City Manager's Office

INTEROFFICE MEMORANDUM

TO: Carolina Jimenez, Buyer II

FROM: Carl Craigo, PE, Utilities Director

SUBJECT: Consider a Resolution awarding a contract for the Plant Farm Labor Contracting Services to Kevin Cook Farms

DATE: March 20, 2024

The Plant Farm is 1800 acres of land owned by the City for disposal of wastewater effluent and sludge immediately adjacent to the WPCP. The City has historically paid outside contractors for farm operations to optimize nitrogen uptake from the wastewater and sludge.

This agreement is for farm labor operation services Farming operations will give the City the required control of activities on the land that is regulated by the TCEQ.

Based on the unit prices provided, Utilities staff calculated the estimated first year costs to compare bids. Unit prices were multiplied by quantities shown in the Farming Operating Plan included in the bid documents. These calculations are attached and demonstrate the low bidder is Kevin Cook Farms of Stanton. Kevin Cook has successfully farmed portions of Spraberry for the City for many years. He has directly leased and farmed Section 12 for the City and farmed pivot areas 2-4 and 11-2 for Bobby Cobb.

The estimated cost for the first year is $82,832.50. The contract total for the 2-year term of the contract is $165,665. This will be paid for from the Water & Sewer Operating Budget.

RESOLUTION NO. _____

RESOLUTION AWARDING A CONTRACT FOR PLANT FARM LABOR CONTRACTING SERVICES TO KEVIN COOK D/B/A KEVIN COOK FARMS OF STANTON, TEXAS, AT A TOTAL COST OF $165,665.00

WHEREAS, the City Manager authorized the issuance of a bids for the Plant Farm labor contracting services for the Utilities Department; and

WHEREAS, the sole bid was submitted by Kevin Cook d/b/a Kevin Cook Farms of Stanton, Texas, for a total cost of $165,665.00, 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 execute a contract with Kevin Cook d/b/a Kevin Cook Farms of Stanton, Texas, for said services;

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

SECTION ONE. That the City Manager and the City Secretary are hereby authorized and directed to execute and attest, respectively, on behalf of the City of Midland, a contract in the amount of $165,665.00 with Kevin Cook d/b/a Kevin Cook Farms of Stanton, Texas, for the Plant Farm labor contracting services. Said contract to be kept on file in the office of the City Secretary and referenced by the date and number of this Resolution.

SECTION TWO. That funding shall be available in the Water and Sewer operating budget.

SECTION THREE. That the City Comptroller is hereby authorized and directed to pay Kevin Cook d/b/a Kevin Cook Farms of Stanton, Texas, pursuant to the terms of said contract 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., 2024, by the following vote:

Council members voting "AYE":

Council members voting "NAY":

_____
Lori Merritt Blong, Mayor

ATTEST:

_____
Marcia Bentley-German, City Secretary

RECOMMENDED AND APPROVED:

_____
Tommy Gonzalez, 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 No # 24002727 **Farming Activity at the WRF Plant Farm** **February 28, 2024**	**Kevin Cook Farms LLC** **PO BOX 914** **Stanton, TX** **432-425-1823** kecook.jv@gmail.com	
ITEM	**ACRES PER TASK**	**ACTIONS**	**DESCRIPTION**	**COST EACH**	
1	473	1	Clear and Grub Brush Trees	$0.50	$236.50
2	473	2	Planting with no till Drill	$5.00	$4,730.00
3	473	2	Aeration- 2 times per year	$0.50	$473.00
4	473	1	Leveling	$5.00	$2,365.00
5	473	2	Spraying of herbicides	$5.00	$4,730.00
6	473	2	Harvesting and removal of Hay	$5.00	$4,730.00
7	473	2	Harvesting and removal of Cotton	$5.00	$4,730.00
8	473	1	Plowing and deep breaking	$5.00	$2,365.00
9	473	2	Application of soil amendments	$0.50	$473.00
			Third Party Invoice Markup, If applicable Invoice amount x	0.00%	
			Electrical		$30,000.00
			Pivot Repair		$21,000.00
			Weldin		$3,000.00
			Pesticides		$4,000.00
			Estimated Annual Total Cost		$82,832.50

5	**Bid requests were issued.**
1	**Bids listed above**
1	**NO BIDS were received.**
3	**Bidders did not respond.**

AGREEMENT FOR PLANT FARM LABOR CONTRACTING SERVICES
24002727

This Agreement is effective this 10th day of April 2024, by and between the City of Midland, hereafter referred to as the "CITY" and Kevin Cook dba Kevin Cook Farms LLC, hereafter referred to as the "COMPANY".

WHEREAS, CITY owns certain Land as hereinafter described and defined, which is used in the disposal of effluent wastewater and/or sludge through farming operations and CITY desires to use the services of a COMPANY on an independent COMPANY basis for the purpose of performing agricultural services, such as plowing, planting, aeration, levelling, applying soil amendments, harvesting and removing crops from the Land.

WHEREAS, COMPANY agrees to furnish and manage labor and provide all necessary equipment in order to perform the services specified in the Agreement, for the purpose of assisting CITY in the disposal of effluent wastewater through farming programs;

NOW, THEREFORE, in consideration of the premises and mutual covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, CITY and COMPANY hereby agree as follows:

1. **Land.** Except otherwise specified in this Agreement, COMPANY shall provide all labor, materials and necessary equipment necessary to perform services on the Land owned by CITY, more particularly described as follows:

Plot I: A portion of section 6, Block 38, T-2-S, T&P Ry. Co. Survey, Midland County, Texas, consisting of 82.3 acres, more or less.

Plot L1, L2 and M: The South one-half of section 9, Block 38, T-2-S, T&P Ry. Co. Survey, Midland County, Texas, consisting of 171.3 acres, more or less

Plot F: A portion of section 5, Block 38, T-2-S, T&P Ry. Co. Survey, Midland County, Texas, consisting of 88 acres, more or less.

Schuman: The West one-half of Section 10 Block 38, TWP-2-S, T&P Ry. Co. Survey, Midland County, Texas, consisting of 219.3 acres, except the south 100.7 Acres.

Plots I, L1, L2, M, F and Schuman shall collectively hereafter be called the "Land" and are shown in

Exhibit A attached hereto and incorporated herein for all purposes.

2. **COMPANY Services.** COMPANY will perform for CITY agricultural work consisting of the following: plowing, planting, aeration, levelling, spraying of herbicides, applying soil amendments, harvesting and removing crops from the Land. The work will be performed in accordance with generally recognized standards in the industry for such work in accordance with the CITY of Midland Land Application Program Farm Operations Plan, attached as **Exhibit B** and incorporated herein for all purposes. COMPANY will suspend or resume work at any time as directed by CITY.

3. **Permit Compliance.** COMPANY shall manage all operations to remain compliant with all provisions of Permit No. WQ0010223001, as issued by the Texas Commission on Environmental Quality to the CITY of Midland, Texas, and in accordance with CITY's Farm Operations Plan.

4. **Term.** The term of this Agreement shall be from March 1, 2024, through December 31, 2026. CITY, in its sole discretion, may agree to extend the term of the Agreement for up to one (1) one (1) year term.

5. **Events of Default.** In the event that CITY or COMPANY should default in the performance of this Agreement or materially breach any of its provisions, the other party shall have the right to terminate this Agreement upon sixty (60) days' written notice to the offending party of its intention to do so. Nothing contained herein constitutes a waiver of the right of CITY to damages occasioned by breach of this Agreement by COMPANY. For purposes of this Agreement, the term "material breach" may include, but is not limited to, the following:

a. Breach, violation or failure to perform, observe or keep any covenant, agreement or term or condition of this Agreement by any party obligated hereunder to observe, keep or perform such condition, term, agreement or covenant, and such default continues for a period of ten (10) days after written notice thereof is given by any aggrieved party hereto to the other party.

b. Bankruptcy of COMPANY through voluntary or involuntary proceedings or an assignment made for the benefit of its creditors.

c. Failure of COMPANY or any of its heirs, successors or assigns to operate the property described herein in such a manner so as to allow CITY to discharge its effluent upon the Property, and such failure continues for a period of ten (10) days after notice thereof is given by the CITY to COMPANY or its heirs, successors or assigns.

In the event of breach by COMPANY, CITY shall have the right, following sixty (60) days written notice, to reenter the Land and remove the COMPANY, its employees and agents therefrom, without prejudice to any legal remedies which may be used for the collection of rent. All and every claim for damages by COMPANY for or by reason of such reentry is hereby expressly waived. In the event of reentry, CITY may and is hereby fully empowered to take possession and sell at the current market price any remaining crops at the Property, and apply funds received to any and all rents due or to any damages sustained by COMPANY's breach.

The parties hereby agree and acknowledge that the acceptance and distribution of effluent and/or sludge pursuant to this Agreement is a unique obligation, and that failure of COMPANY to accept and distribute effluent and/or sludge provided by CITY as provided for herein would result in damage to CITY that could not be adequately compensated by a monetary award. The parties therefore agree that, if COMPANY fails to accept and/or distribute effluent and/or sludge pursuant to the terms of this Agreement, CITY my appropriately seek an order from a court of competent jurisdiction requiring COMPANY to specifically perform said obligation.

Pursuit of specific remedies herein described shall not preclude pursuit of any other remedies at law or in equity, to the extent that said other remedies are not inconsistent with the specific remedies herein set forth. No waiver of any violation shall be deemed or construed to constitute a waiver of any other violation or other breach of any of the terms, provisions and covenants contained in this Agreement.

6. **Irrigation Systems.** COMPANY shall operate and maintain the existing irrigation systems above and below ground for use in such farming operations. COMPANY shall be responsible for moving the side-wheel roll units a length of fifty (50) feet at least once every twenty-four (24) hours when irrigating. COMPANY shall also be responsible for the operation of any center pivot irrigation systems on the Land.

To the best of its abilities, the CITY shall maintain the pumping equipment in a good and

usable condition and pay for all maintenance and replacement parts costs necessary to keep such equipment. Replacement parts will be ordered on an as-needed basis. COMPANY shall request replacement parts to the CITY in writing. Replacement parts deemed necessary by the Water Reclamation Facility Superintendent or designee will be issued as requested by COMPANY.

7. **Seed.** COMPANY will purchase all seed crops cultivated on the Land and arrange for delivery of the seed to the Land. Seed will be purchased in quantities in accordance with acceptable agronomic rates for this area and in accordance with the Farm Operations Plan. COMPANY shall use the drill method of planting all crops, no broadcast spreading is allowed.

8. **Soil Amendments.** CITY will purchase soil amendments, usually gypsum, in quantities dictated by the annual soil sample analysis. COMPANY must apply dry amendments on specified fields using hauling/spreading equipment at CITY's discretion within the cropping year.

9. **Fertilizer.** CITY will pay the cost of fertilizer on the Land as required by CITY's soil sample analysis. COMPANY must request fertilizer, in writing, to the CITY and will apply dry fertilizer using hauling/spreading equipment after approval from the CITY and at CITY's sole discretion.

10. **Herbicide.** CITY will not provide any defoliants, pesticides or herbicides. COMPANY shall provide and apply any herbicides to be used for own farming purposes.

11. **Manner of Work.** COMPANY agrees to farm and cultivate all tillable acreage on the Land in a good and farm-like manner in accordance with generally recognized standards in the industry for such work during this Agreement. All plowed fields shall be maintained by COMPANY in a manner that will minimize erosion and enhance effluent and sludge disposal. In order to maintain the irrigated portions of the Land, COMPANY will be required to aerate all irrigated portions of the Land at least twice per year.

12. **Fencing.** CITY shall maintain permanent fencing around the perimeter of the Land. COMPANY shall construct and pay for temporary fencing as may be required for operations or storage of personal property.

13. **Delivery of Effluent and/or Sludge.** CITY shall deliver, at its sole discretion, effluent and/or sludge generated by the CITY's wastewater treatment system to the Land. The volume of and quality of effluent furnished hereunder shall be in compliance with all provisions of Permit

No. WQ0010223001, as issued by the Texas Commission on Environmental Quality to the CITY of Midland, Texas, for disposal of its effluent and/or sludge, and all applicable statutes, rules, regulations and ordinances. In the event that COMPANY fails to have crops ready to receive such effluent and/or sludge, CITY shall have the absolute right to enter upon the Land, without notice, and operate said premises in a manner so as to allow the proper discharge of such effluent and/or sludge upon said premises. CITY shall have the right to discharge effluent and/or sludge upon said premises in excess of an amount that COMPANY requires. CITY shall have the sole right to determine the time and the quantity of the effluent and/or sludge to be delivered. In any event, CITY shall not be liable in any manner under this agreement for failure to deliver effluent and/or sludge or for the amount delivered or for the quality of said effluent and/or sludge as herein described. COMPANY shall not sell or use effluent and/or sludge in any manner not written in this Agreement.

14. **Scope of Work.** COMPANY shall not use site for livestock, poultry or animal breeding, grazing, boarding or any other ranching activity at any time.

15. **Prohibition of Animal Activity.** COMPANY shall not use the Land for any purpose other than that which is authorized herein without the prior written consent of CITY. COMPANY cannot use their access to hunt, fish or engage in any activity using a firearm and are subject to those rules set by CITY. COMPANY shall not, either directly or indirectly, assign all or any part of this Agreement or any interest right or privilege herein, without the prior written consent of the Director of Utilities or designee. The issue on whether or not to grant consent to an assignment is in the sole discretion of the Director of Utilities or designee.

16. **Vehicle Traffic.** All vehicle traffic is prohibited except for those purposes necessary for normal agricultural activities.

17. **COMPANY Responsibilities.** COMPANY, at COMPANY's expense, will furnish all materials, labor and equipment which Company needs to perform COMPANY's duties hereunder and will assume responsibility for all expenses incurred by Company in performing COMPANY's duties hereunder, such as travel, office, insurance and other business expenses, including offsite and onsite handwashing and toilet facilities. Subcontracting services used by the Company must meet the current insurance requirements of CITY and all aspects of this Agreement. Subcontractors are the sole responsibility of COMPANY.

18. **Scope of Work.** CITY is not responsible for any work performed by COMPANY beyond the scope outlined in this Agreement.

19. **Reimbursement.** COMPANY may be reimbursed from time to time for only pre-approved third-party reasonable and deemed necessary expenses related to unusual circumstances that prohibit farming activities to proceed normally, not for services contracted under this Agreement. Examples included electrical repair due to irrigation system that CITY personnel cannot accomplish in a timely manner. Each reimbursement request may not exceed $10,000. COMPANY shall request for reimbursement in writing for those expenses, which have been pre-approved by the Director of Utilities or designee prior to the services being performed.

20. **Site Maintenance.** COMPANY is responsible for cleaning up waste materials generated in its work areas and CITY property covered under this Agreement. COMPANY shall maintain its work areas in such a manner to protect the health and safety of all individuals using the area and to avoid any environmental contamination. All waste must be properly disposed of and disposal records maintained through the term of this Agreement for review by CITY, at its request. Burning is prohibited on the Land or CITY property.

21. **Meetings and Deliverables.** COMPANY shall attend quarterly meetings to take place at a location and time specified by CITY. During the quarterly meetings, COMPANY shall provide records in the same format as the Farming Record and Activities sheets, which are attached hereto as **Exhibit C** and incorporated herein for all purposes. COMPANY must provide to CITY a list of future activities to be performed on the site at said meetings.

22. **Management of Site.** While conducting operations, COMPANY shall always have a responsible person in charge. CITY shall be notified as to the identity of this person or his/her substitutes. This person(s) shall have the authority to make management decisions for COMPANY. The person(s) shall possess all necessary certifications which are required by the State of Texas or that may be required in the future. This person should be available by telephone during all hours when COMPANY is conducting operations pursuant to this Agreement.

23. **Storage of Crops.** Crops are not permitted to be stored on within the irrigated areas of CITY property and must be removed within twenty-one (21) days after harvesting/baling. COMPANY is to report the type and number of bales for each field and notify CITY prior to removing bales so tissue samples can be taken. Bales are not to be removed prior to samples being

taken. CITY assumes no responsibility for any loss of crops or equipment or for an injury to COMPANY or his employees. Once harvested, the crop is the sole property of COMPANY, but cannot be used, sold or provided for direct consumption by humans. COMPANY shall assume all responsibility for sale and/or disposal.

24. **Compliance.** COMPANY shall act in accordance with the requirements of CITY of Midland permit No. WQ0010223001, as issued by the Texas Commission on Environmental Quality, and The CITY of Midland Land Application Program Farm Operations Plan for Plant Farm, copies of which will be provided to COMPANY. Failure to so act shall be grounds for the immediate termination of this Agreement.

25. **Other Improvements.** COMPANY shall not construct underground water lines or any other permanent improvements on the Land without prior written consent of CITY. Such consent will not be unreasonably withheld.

26. **Payment.** CITY will pay COMPANY, January 1, April 1, July 1, October 1, each year during this Agreement for services rendered by COMPANY, after presentation with a written itemized invoice specifying the types, location and dates of work performed and after inspection by CITY personnel.

27. **No Damages Payments.** COMPANY has no right to proceeds arising from damages from oil field operations, or any other related activity on the Property. It is understood that at no time will Operator receive any proceeds from oil and gas royalties.

28. **CITY Property.** Any equipment or improvements which are purchased by CITY during the term of this Agreement shall remain at all times the property of CITY.

29. **Performance of Services.** In the event that COMPANY fails to perform under any term or provision of this Agreement, said failure to perform will constitute a material breach of this Agreement and CITY may, at its election, contract with any other party of its choice to perform the work described in this Agreement. COMPANY agrees to perform all work and services under this Agreement in a good workmanlike and farmer-like manner, in accordance with the best standards and practices prevailing in the business.

30. **Non-appropriation of Funds.** In the event that no funds or insufficient funds are appropriated and budgeted or funds are otherwise unavailable in any of CITY's fiscal periods

during the term of this Agreement for the payments due pursuant to this Agreement, then this Agreement shall terminate automatically on the last day of the fiscal period for which full appropriations were made, without liability on the part of either CITY or COMPANY. Notice required herein shall not apply in this situation.

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

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

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

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

The workers' compensation coverage provided by COMPANY shall inure to the benefit of employees injured during the course and scope of their employment by COMPANY pursuant to this Agreement. The workers' compensation policy shall waive all rights of subrogation in favor

of CITY.

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

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

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

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

32. **Attorney Fees. BY EXECUTING THIS AGREEMENT, COMPANY AGREES TO WAIVE AND DOES HEREBY KNOWINGLY, CONCLUSIVELY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY CLAIM IT HAS OR MAY HAVE IN THE FUTURE AGAINST CITY, REGARDING THE AWARD OF ATTORNEY'S FEES, WHICH ARE IN ANY WAY RELATED TO THE AGREEMENT, OR THE CONSTRUCTION, INTERPRETATION OR BREACH OF THE AGREEMENT. COMPANY SPECIFICALLY AGREES THAT IF COMPANY BRINGS OR COMMENCES ANY LEGAL ACTION OR PROCEEDING RELATED TO THIS AGREEMENT, THE CONSTRUCTION, INTERPRETATION, VALIDITY OR BREACH OF THIS**

AGREEMENT, INCLUDING BUT NOT LIMITED TO ANY ACTION PURSUANT TO THE PROVISIONS OF THE TEXAS UNIFORM DECLARATORY JUDGMENTS ACT (TEXAS CIVIL PRACTICE AND REMEDIES CODE SECTION 37.001, ET SEQ., AS AMENDED), OR CHAPTER 271 OF THE TEXAS LOCAL GOVERNMENT CODE, AGREES TO ABANDON, WAIVE AND RELINQUISH ANY AND ALL RIGHTS TO THE RECOVERY OF ATTORNEY'S FEES TO WHICH COMPANYMIGHT OTHERWISE BE ENTITLED.

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

33. **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.

34. **Governing Law & Venue.** All performance and payment made pursuant to this Agreement shall be deemed to have occurred in Midland County, Texas. Exclusive venue for any claims, suits or any other action arising from or connected in any way to this Agreement or the performance of this Agreement shall be in Midland County, Texas. The obligations and undertakings of each of the parties to this Agreement shall be deemed to have been performed in Midland County, Texas. This Agreement 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 Agreement, without regard to conflict of laws and rules that would direct application of the laws of another jurisdiction.

35. **Release. NOTWITHSTANDING ANY OTHER PROVISIONS, COMPANY HEREBY RELEASES, ACQUITS, RELINQUISHES AND FOREVER DISCHARGES**

CITY, CITY'S EMPLOYEES AND OFFICERS, FROM ANY AND ALL DEMANDS, CLAIMS, DAMAGES OR CAUSES OF ACTION OF ANY KIND WHATSOEVER WHICH COMPANY HAS OR MIGHT HAVE IN THE FUTURE, INCLUDING BUT NOT LIMITED TO BREACH OF CONTRACT, QUANTUM MERUIT, CLAIMS UNDER THE DUE PROCESS AND TAKINGS CLAUSES OF THE TEXAS AND UNITED STATES CONSTITUTIONS, TORT CLAIMS OR CITY'S NEGLIGENCE.

36. **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.

37. **Termination at Will.** Notwithstanding any other provisions, CITY may terminate this Agreement at will for any reason, or no reason, and without penalty, by giving at least ninety (90) days written notice to COMPANY. CITY and COMPANY have bargained for this flexibility. The parties understand that it is in CITY's sole and absolute discretion to terminate this Agreement by giving the requisite notice. COMPANY also understands and acknowledges that COMPANY has no property right in the Site or its crops by virtue of this Agreement. All services shall cease and be suspended immediately upon termination of the Agreement becoming effective. Notwithstanding any other provision, CITY may terminate this Agreement immediately upon receiving notice of a directive from a higher controlling state or federal authority to do so, in which case all service shall cease and be suspended immediately upon CITY's receipt of said notice.

38. **Notice.** All notices hereunder must be given in writing by certified mail return receipt requested. All notices under this agreement shall be sent as follows:

To CITY:	
(If mailed)	P. O. Box 1152 Midland, Texas 79702
(If hand delivered)	300 North Loraine Suite 220 Midland, Texas 79701
To COMPANY:	Kevin Cook dba Kevin Cook Farms LLC PO BOX 914 Stanton, Texas 79782

39. **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 INURIES, ACCIDENTAL DEATH, PROPERTY DAMAGE, LOSSES AND EXPENSE OF ANY CHARACTER WHATSOEVER, INCLUDING ATTORNEY'S FEES, BROUGHT FOR OR ON ACCOUNT OF ANY INJURIES OR DAMAGES RECEIVED OR SUSTAINED BY ANY PERSON OR PERSONS OR PROPERTY ON ACCOUNT OF ANY NEGLIGENT ACT OF COMPANY, COMPANY'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 AGREEMENT INCLUDING SUCH NEGLIGENT ACTS ARISING FROM OR IN ANY WAY CONNECTED WITH THE PERFORMANCE OF THIS AGREEMENT. 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.**

COMPANY AGREES THAT COMPANY SHALL 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, ALL SUPPLIES, CONSTRUCTION, OPERATION, REPAIR, MAINTENANCE, REPLACEMENT OR REMOVAL OF ANY EQUIPMENT AND ASSOCIATED FACILITIES DESCRIBED HEREIN.

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, PROPERTY DAMAGE, LOSSES, FINES, FEES, PENALTIES, AND EXPENSE OF ANY CHARACTER WHATSOEVER INCLUDING ATTORNEY'S FEES, BROUGHT FOR OR ON

ACCOUNT OF ANY INJURIES OR DAMAGES RECEIVED OR SUSTAINED BY ANY PERSON OR PERSONS OR PROPERTY, ON ACCOUNT OF ANY NEGLIGENT ACT OF 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 AGREEMENT AND COMPANY WILL BE REQUIRED TO PAY ANY JUDGMENT WITH COSTS WHICH MAY BE OBTAINED AGAINST CITY OR ANY OF CITY'S OFFICERS, AGENTS OR EMPLOYEES, INCLUDING ATTORNEY'S FEES.

40. **Consideration.** The parties agree that this Agreement is supported by good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged.

41. **Independent Contractor.** It is expressly understood and agreed that COMPANY shall perform all work and services described herein as an independent contractor and not as an officer, agent, servant or employee of CITY; that COMPANY shall have exclusive control of and the exclusive right to control the details of the services and work performed hereunder, and all persons performing the same; and shall be solely responsible for the acts and omissions of its officers, agents, employees, contractors and subcontractors; that the doctrine of respondent superior shall not apply as between CITY and COMPANY, its officers, agents, employees, contractors and subcontractors; and that nothing herein shall be construed as creating a partnership or joint enterprise between CITY and COMPANY. No person performing any of the work and services described hereunder by COMPANY shall be considered an officer, agent, servant or employee of CITY. Further, it is specifically understood and agreed that nothing in this agreement is intended or shall be construed as creating a "Community of Pecuniary Interest" or "An Equal Right of Control" which would give rise to vicarious liability. COMPANY shall be an independent contractor under this Agreement and shall assume all of the rights, obligations and liabilities, applicable to it as such independent contractor hereunder. CITY does not have the power to direct the order in which the work is done. CITY shall not have the right to control the means, methods or details of COMPANY's work. COMPANY shall assume exclusive responsibility for the work. COMPANY is entirely free to do the work in its own way.

42. **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 COMPANY's legal representative, shall give the CITY Manager notice in writing (consisting of one original and two copies of notice attached to a copy of this Agreement) of such damages, duly verified, within one hundred twenty (120) days after the same has been sustained. The discovery rule does not apply to the giving of this notice. The notice shall include when, where and how the damages occurred, the apparent extent thereof, the amount of damages sustained, the amount for which COMPANY will settle, the physical and mailing addresses of COMPANY at the time and date the claim was presented and the physical and mailing addresses of COMPANY for the six (6) months immediately preceding the occurrence of such damages, and the names and addresses of the witnesses upon whom COMPANY relies to establish COMPANY's claims. Failure to so notify the CITY Manager within the time and manner provided herein shall exonerate, excuse and except CITY from any liability whatsoever. CITY is under no obligation to provide notice to COMPANY that COMPANY's notice is insufficient. CITY reserves the right to request reasonable additional information regarding the claim. Said additional information shall be supplied within thirty (30) days after receipt of notice.

The statutory prerequisites outlined herein constitute jurisdictional requirements pursuant to Texas law. Notwithstanding any other provision, COMPANY's failure to comply with the requirements herein shall perpetually bar COMPANY's claim for damages regardless if CITY has actual or constructive notice or knowledge of said claim or alleged damages. COMPANY agrees that the requirements of this section are reasonable.

43. **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.

44. COMPANY hereby verifies in accordance with Texas Government Code Section 2270.002 that COMPANY does not boycott Israel and will not boycott Israel during the term of this Agreement.

[Signature Page Follows]

EXECUTED IN DUPLICATE the day and year first above mentioned.

THE CITY OF MIDLAND, TEXAS

By: _____
Tommy Gonzalez, City Manager

ATTEST

_____
Marcia Bentley-German, City Governance Officer/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 _____, 2024 personally appeared, _____, an officer of Kevin Cook dba Kevin Cook Farms 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 _____, 2024.

_____
Notary Public, State of _____

Date: 2/01/2024

MIDLAND
Purchasing Division

300 NORTH LORAINE
P. O. BOX 1152
MIDLAND, TX 79702

BID NO: 24002727

CLOSING DATE: **February 28, 2024**

CLOSING TIME: **2:00 PM**

BIDS WILL BE RECEIVED UNTIL **2:00 PM** on **02/28/2024** THROUGH BONFIRE FOR GOODS AND SERVICES DESCRIBED BELOW WHICH WILL BE DELIVERED TO: **Spraberry Plant Farm for Water & Wastewater Utilities 3600 E I 20 Midland, TX 79706.**

DESCRIPTION
Plant Farm Labor Contracting Services for the City of Midland. A non-mandatory pre-bid meeting will be held in the basement conference room of City Hall, 300 N Loraine Wednesday, February 14, 2024 at 3:00 PM.

NOTICE TO BIDDERS:

1. FAILURE TO RESPOND WITH EITHER A BID OR "NO BID" WILL SUBJECT YOUR FIRM TO REMOVAL FROM THE BID LIST FOR THIS TYPE OF MATERIAL, EQUIPMENT OR SUPPLY ITEM.
2. 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.
3. IF THE SELECTED BIDDER/CONTRACTOR CANNOT MEET THE REQUIREMENTS OF CONTRACT, THEN THE CITY RESERVES THE RIGHT TO AWARD THIS PURCHASE TO ANOTHER BIDDER.
4. 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.
5. BIDDER/CONTRACTOR/COMPANY IS RESPONSIBLE FOR ACQUIRING AND ACKNOWLEDGING ALL ADDENDA.
6. **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.

FOR ADDITIONAL INFORMATION, CONTACT (432) 685-7234 OR EMAIL PURCHASING@MIDLANDTEXAS.GOV

NOTE: EACH BIDDER IS TO INDICATE BRAND NAME PRODUCT NUMBER AND ATTACH DESCRIPTIVE LITERATURE CLEARLY MARKED TO SHOW EACH ITEM ON THIS BID.THE UNDERSIGNED HEREBY OFFERS TO FURNISH AND DELIVER THE ARTICLES OR SERVICE AS SPECIFIED ABOVE AT THE PRICES AND TERMS HEREIN STATED AND IN STRICT ACCORDANCE WITH THE SPECIFICATIONS AND CONDITIONS OF BIDDING ALL WHICH ARE MADE A PART OF THIS OFFER. THIS OFFER IS NOT SUBJECT TO WITHDRAWAL WITHOUT PERMISSION.

COMPANY NAME: Kevin COOK Forms LLC
ADDRESS: PO Box 914
CITY: Stanton STATE: TX ZIP 79782
PHONE NO: 432-425-1823 EMAIL: KeCookjr@gmail.com
DELIVERY CAN BE MADE:
AUTHORIZED SIGNATURE:

(THIS IS NOT AN ORDER)

Exhibit 'A'

Kevin COOK Farms LLC
Vendor Name

MIDLAND
Purchasing Division

DETAIL SHEET
24002727
Farming Activity at the WRF Plant Farm

ITEM	DESCRIPTION	COST PER ACRE PER EVENT
1	**Clear and Grub Brush Trees**	$ .50 cents
2	**Planting with no till drill**	$ 5.00
3	**Aeration – 2 times per year**	$ .50 cents
4	**Leveling**	$ .50 cents
5	**Spraying of Herbicides**	$ 5.00
6	**Harvesting and removal of hay**	$ 5.00
7	**Harvesting and removal of cotton**	$ 5.00
8	**Plowing and deep breaking**	$ 5.00
9	**Application of soil amendments**	$ .50 cents

Third Party Invoice Markup, if applicable Invoice Amount x Ø %

Total will be calculated by City based on assumed times each activity will occur, based on requirements in the agreement. Bid tabs with calculations will be sent to each bidder after low bidder is determined.

Briefly Describe your farming experience below and provide two Farming References and two Financial References.

I have been farming in Martin, Howard, and Glasscock counties my entire life, I am a 4th generation farmer in this area. I have been farming on my own since 2002 and farming for the city of Midland for 24 years.

Farming Reference		
Company	Name	Phone #
Paul Chandler Farms	Paul Chandler	432-[illegible]-[illegible]
Gin manager	Tommy Montgomery	432-270-3338

Financial Reference		
Company	Name	Phone #
First National Bank Stanton	David Matthews	432-756-3361

1. VENDOR CONTACT:
All potential vendors shall direct ALL questions, areas for bid clarification and specification verification to the Purchasing Agent IN WRITING, via mail, or Bonfire as follows:

The City of Midland
Office of the Purchasing Agent
P.O. Box I 152
Midland, TX 79702

OR

FAX: (432) 685-0523
E-Mail: purchasing@midlandtexas.gov

All vendor on the bid list will then be notified of the questions and presented an answer. Verbal responses shall not be considered binding.

2. AWARD
If the Contract is awarded, it will be awarded to either the lowest responsible bidder, or to the bidder 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.

3. BID WAIVERS:

A. WAIVER OF ATTORNEY FEES: BY EXECUTING THIS CONTRACT, 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.

Exhibit 'A'

	Acres per task	actions	Cook bid	Annual Cost
Clear and Grub	473	1	$0.50	$236.50
Planting	473	2	$5.00	$4,730.00
Aeration 2x	473	2	$0.50	$473.00
Leveling	473	1	$5.00	$2,365.00
Spraying Herbicides	473	2	$5.00	$4,730.00
Harvesting and removal of hay	473	2	$5.00	$4,730.00
Harvesting and removal of cotton	473	2	$5.00	$4,730.00
Plowing and deep breaking	473	1	$5.00	$2,365.00
Application of soil amendments	473	2	$0.50	$473.00
		Mark Up	0%	
Electrical				$30,000.00
Pivot repair				$21,000.00
weldin				$3,000.00
Pesticides				$4,000.00
Estimated Total Annual Cost				$82,832.50

EXHIBIT "A"

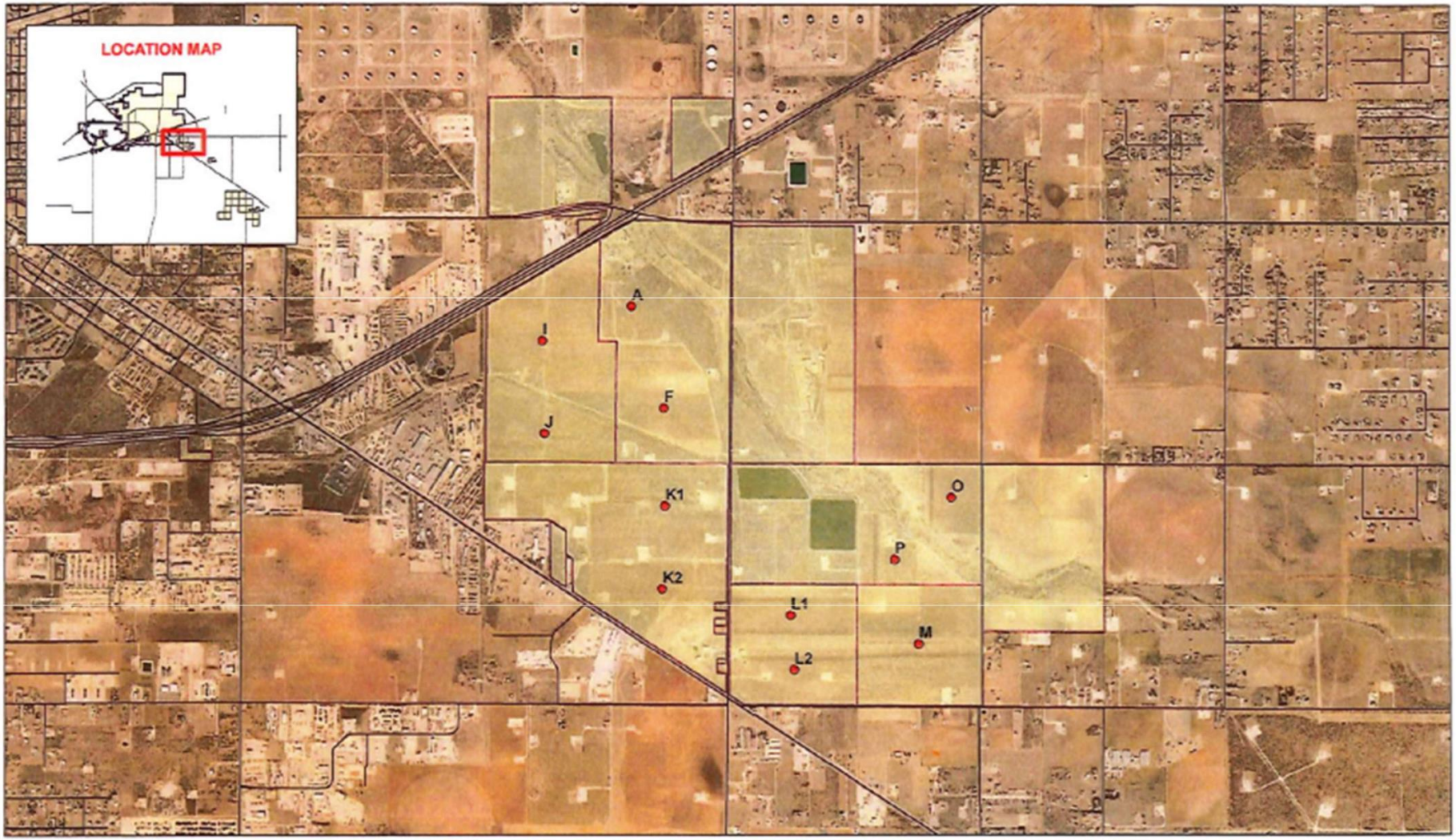

LOCATION MAP
A
I
F
J
K1
K2
O
P
L1
L2
M
Legend
POI
Street
City Owned Parcels
Point of Area in Plant Farm
Date: 6/10/2020

EXHIBIT "B"

Engineers and Soil Scientists

Agri-Waste Technology, Inc. 501 N. Salem Street, Suite 203 Apex, North Carolina 27502 919-859-0669
www.agriwaste.com

City of Midland Land Application Program Farm Operations Plan

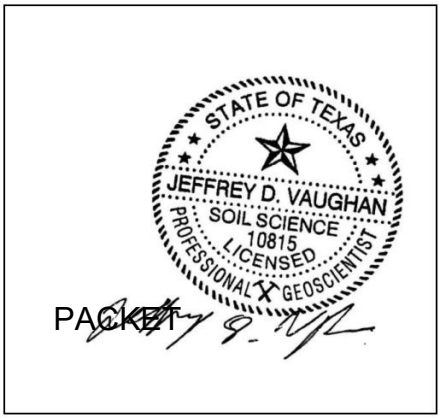
Plant Farm

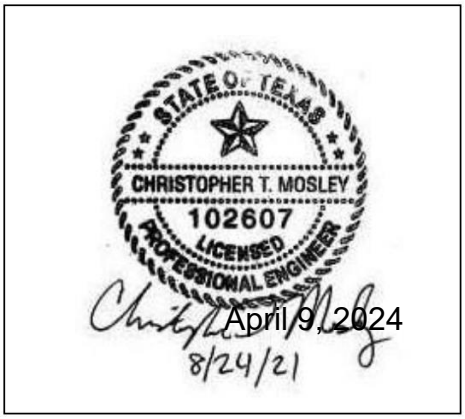
Date Submitted: August 24, 2021

Prepared For: City of Midland, Texas

Prepared By: J.D. Vaughan, Ph.D., CPAg/SSc/CCA
Senior Agronomist/Soil Scientist

C. Mosley, P.E.
Senior Project Engineer





1.1 Introduction

The City of Midland, Texas, operates a wastewater treatment system to serve the City's population. The City's wastewater treatment system is permitted by the Texas Commission on Environmental Quality (TCEQ) under permit number WQ0010223001. The current permit allows wastewater irrigation application to both the Plant Farm (2,950 acres) and Spraberry Farm (3,100 acres) at a not-to-exceed rate of 21 million gallons per day (MGD). The overall irrigation rate limit at the Plant Farm is based on crop specific application limits specified in the current permit. Irrigation is accomplished via sideroll and center pivot irrigation systems. Sludge is also permitted for application on specific fields (F, G, I, J, K, L, M, N, O, and P) at the Plant Farm totaling approximately 725 acres. Sludge is applied using tanker trucks and is not incorporated into the soil. Sludge application limits are based on a combination of field, soil type, and crop type. Therefore, fields that receive both sludge ***and*** wastewater are limited on wastewater irrigation rate and nitrogen application rate. The Plant Farm is located in Midland County, Texas, and is shown on the following Vicinity Map and Field Map (Figures 1.1 – 1.2). Dryland farming will be the predominant farming practice, but some limited wastewater applications may occur from time to time.

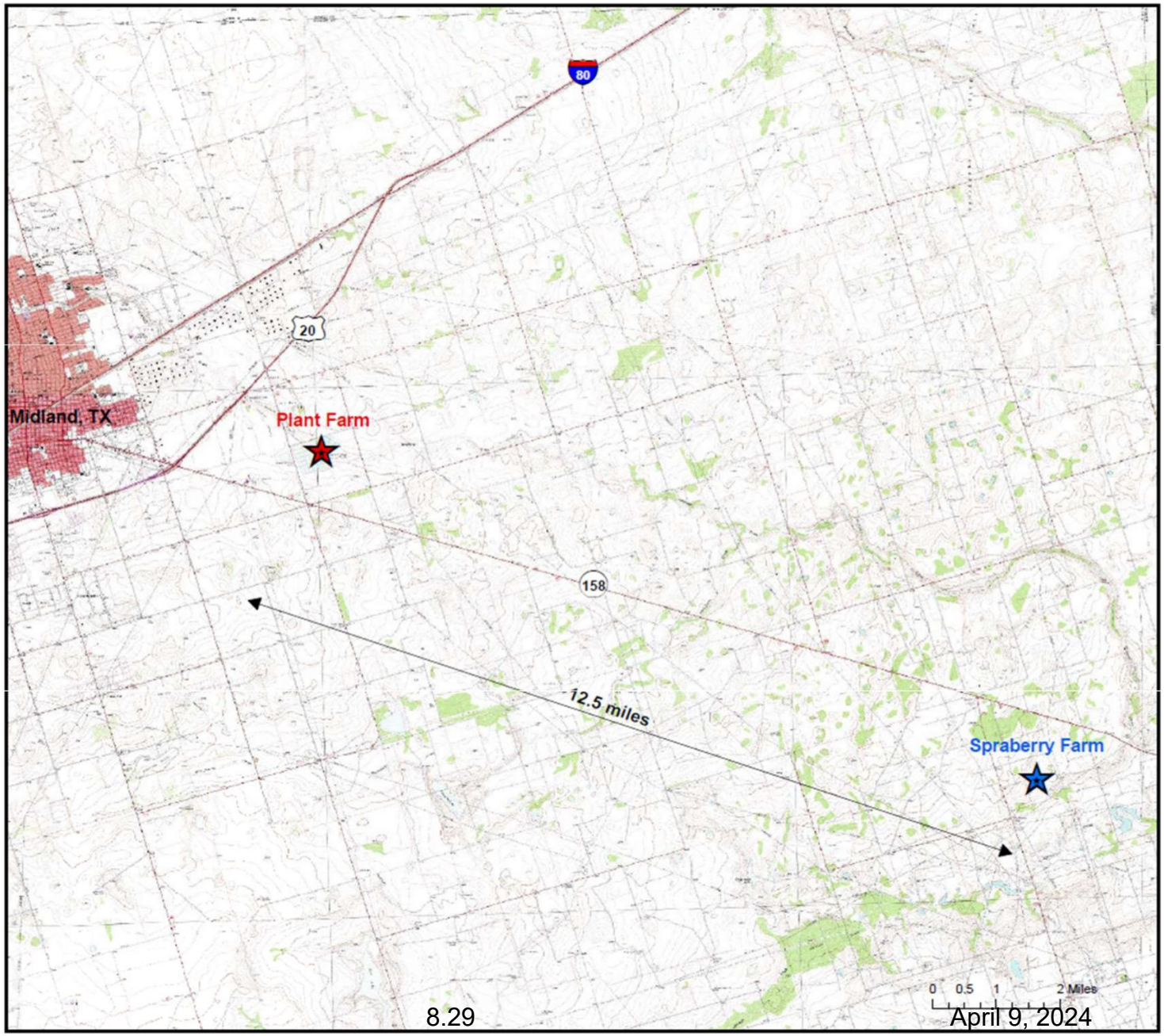
This Farm Operations Plan covers the Plant Farm. The primary goal of this Farm Operations Plan is to provide the farmer with requirements for cropping the sections that will ultimately prevent water and nitrogen (N) movement out of the crop root zone while meeting routine seasonal crop water and N needs. The following pages detail the methodology for managing the crops grown to meet the goal of the Farm Operations Plan.

Agri-Waste Technology, Inc.
5400 Etta Burke Ct. Suite 200
Raleigh NC 27606
P: 919.859.0669
www.agriwaste.com

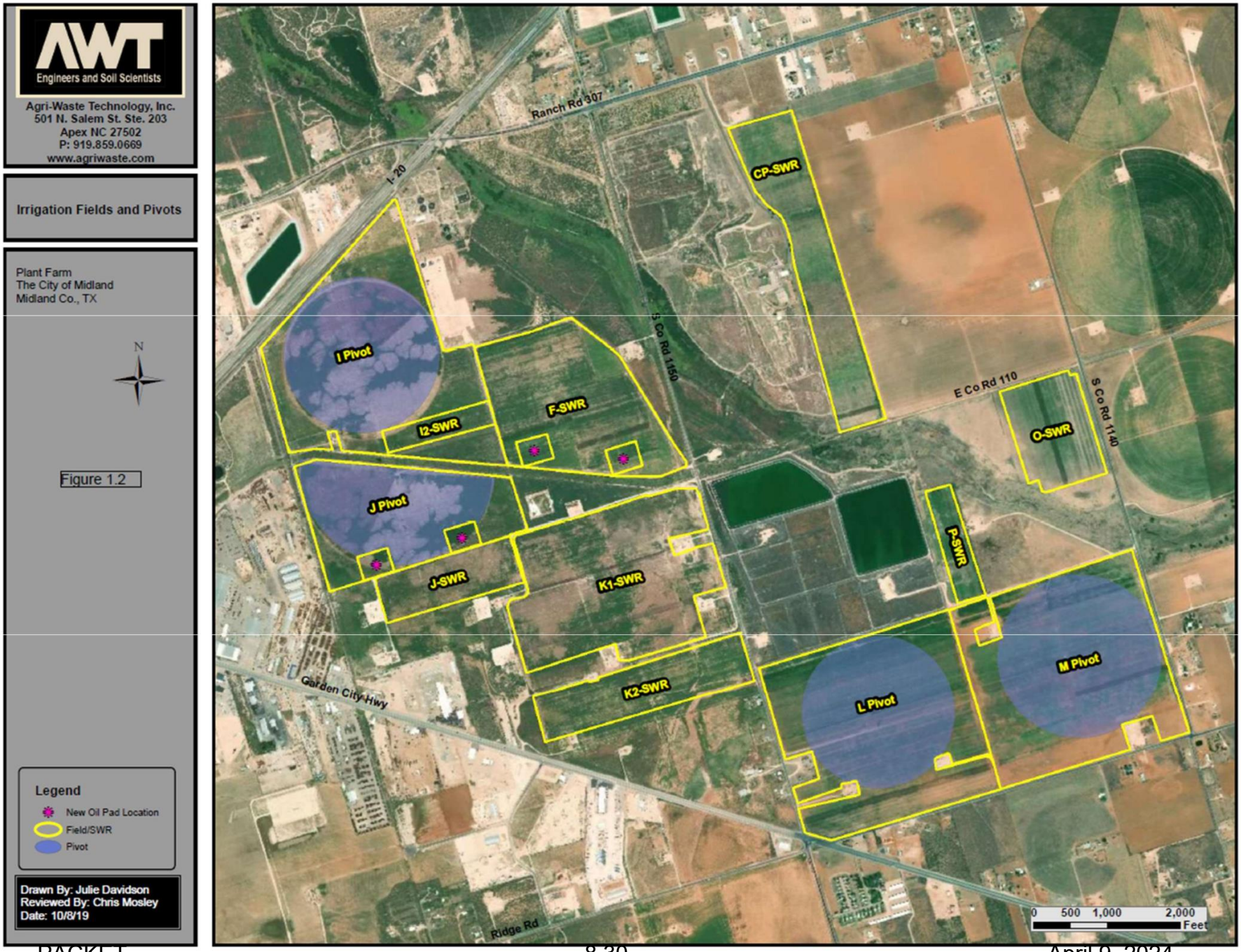
The City of Midland
Vicinity Map

The City of Midland
Midland Co., TX

Figure 1.1



Drawn By: Julie Peele
Reviewed By: Chris Mosley
Date: 2/9/12


Engineers and Soil Scientists
Agri-Waste Technology, Inc.
501 N. Salem St. Ste. 203
Apex NC 27502
P: 919.859.0669
www.agriwaste.com
Irrigation Fields and Pivots
Plant Farm
The City of Midland
Midland Co., TX
N
Figure 1.2
Legend
New Oil Pad Location
Field/SWR
Pivot
Drawn By: Julie Davidson
Reviewed By: Chris Mosley
Date: 10/8/19
Ranch Rd 307
I-20
S Co Rd 1150
E Co Rd 110
S Co Rd 1140
Garden City Hwy
Ridge Rd
I Pivot
I2-SWR
F-SWR
CP-SWR
O-SWR
J Pivot
J-SWR
K1-SWR
P-SWR
K2-SWR
L Pivot
M Pivot
0 500 1,000 2,000
Feet

2.1 Water and Nitrogen Loading Rate

A water and nitrogen balance computer model is being used to calculate the crop water and nitrogen needs by plot on a weekly basis. The model includes crop evapotranspiration (ET) rate, precipitation, leaching requirements, crop nitrogen requirements, plant available soil N, plant available wastewater N and commercial fertilizer N application. The city uses the model to govern weekly crop wastewater applications based on real-time data as detailed in the paragraphs below. The model is updated each week with all newly available data to accurately predict crop water and N needs for the following week for each plot, thereby maximizing the potential for accurately meeting crop water and N needs on a weekly and seasonal basis. Dryland farming will be the predominant farming practice, but some limited wastewater applications may occur from time to time.

2.1.1 Nitrogen from Wastewater and Sludge Applications

Wastewater and sludge application data will be recorded by City personnel daily. This data will be entered into the model each week. The plant-available nitrogen (PAN) in the wastewater and sludge will be calculated using analysis results obtained from samples collected on at least a monthly basis. The samples will be analyzed for total Kjeldahl N, ammonia-N, and nitrate-N.

Not all the nitrogen in the sludge and wastewater that is land applied is plant available. To account for nitrogen application losses, variations of the PAN equation are utilized. For sludge, the following equation is utilized:

$$PAN\ (mg/l\ or\ ppm) = MR \times (TKN - NH_3\text{-}N) + VR \times NH_3\text{-}N + NO_3\text{-}N$$

Where,

MR = mineralization rate (0.2, Source: TCEQ)
VR = volatilization rate (0.5, Source: TCEQ)
TKN = total kjeldahl nitrogen (mg/l or ppm)
NH_3-N = ammonia expressed as N (mg/l or ppm)
NO_3-N = nitrate expressed as N (mg/l or ppm)

For effluent, the following equation is utilized:

$PAN = 0.8 \times (TKN + NO_3\text{-}N)$

2.1.2 Fertilizer Applications

Commercial fertilizer applications are based on annual soil test recommendations for phosphorus, potassium, and micronutrients. Any commercial fertilizer N applied are entered into the model at the time of application and are computed based on the specific fertilizer N content. Any commercial fertilizer applications will be made to coincide with the periods of crop utilization. However, it is very likely that very little, if any, commercial fertilizer N will be needed to meet crop N needs in the City's land application program.

2.1.3 Livestock

No livestock will be permitted on the Plant Farm at any time.

2.1.4 Crop Nitrogen Requirements

The crops planned for the upcoming cropping year are as follows:

Table 2.1.4.1 Planned Crops*

Plot	Acreage	Crop
F	88	Wheat/Haygrazer
I-Pivot	82.3	Wheat/Cotton
J-SWR	29.2	Wheat/Haygrazer
K1/K2	163	Wheat/Haygrazer
L-Pivot	80	Wheat/Cotton
M-Pivot	91.3	Wheat/Cotton
O	21	Wheat/Haygrazer
P	48	Wheat/Haygrazer
Cole Park	68	Wheat/Haygrazer
Schumann	80	Wheat/Cotton

***Crops subject to change annually**
****Optional wheat hay (must be harvested and removed from field prior to cotton planting**

Table 2.1.4.2 below details the N needs of all the crops to be grown at the Plant Farm.

Table 2.1.4.2. Crop Nitrogen Requirements.

Crop	Crop Yield	Nitrogen Requirement (lb/ac)
Cotton	2 bales/ac	100
Wheat Grain	41-50 bu/ac	75
Cool Season Perennial Grasses (Wheatgrass)	3 tons/ac	150
Haygrazer (Sorghum-Sudan Hay)	3.75 tons/ac	160

Source: TCEQ Permit

2.1.5 Available Soil N

The available soil N for the plots at the Plant Farm is computed based on the soil nitrate-N that is reported in the annual soil samples. The available soil N within the entire sampled soil profile (24") is considered in the computation.

2.1.6 Example Nitrogen Requirement Computations

Some example N computations are presented in Table 2.1.6.1 below. The nitrogen sources consist of available soil N, wastewater N, and commercial fertilizer N. These four sources are utilized to deliver N to the crops at the optimum timing for crop N utilization.

Table 2.1.6.1. Example N Computations for Several Crops.

Crop	Total Annual N Requirement	Available Soil N	Commercial Fertilizer N	N to Apply from Wastewater &/or Sludge
	---------- lbs N/ac ----------			
Wheatgrass	150	42	0	108
Cotton	100	18	25	57
Haygrazer	160	35	0	125

Figures 2.1.6.1 through 2.1.6.3 illustrate some example crop N needs on a weekly basis for crops indicated in Table 2.1.6.1 above.

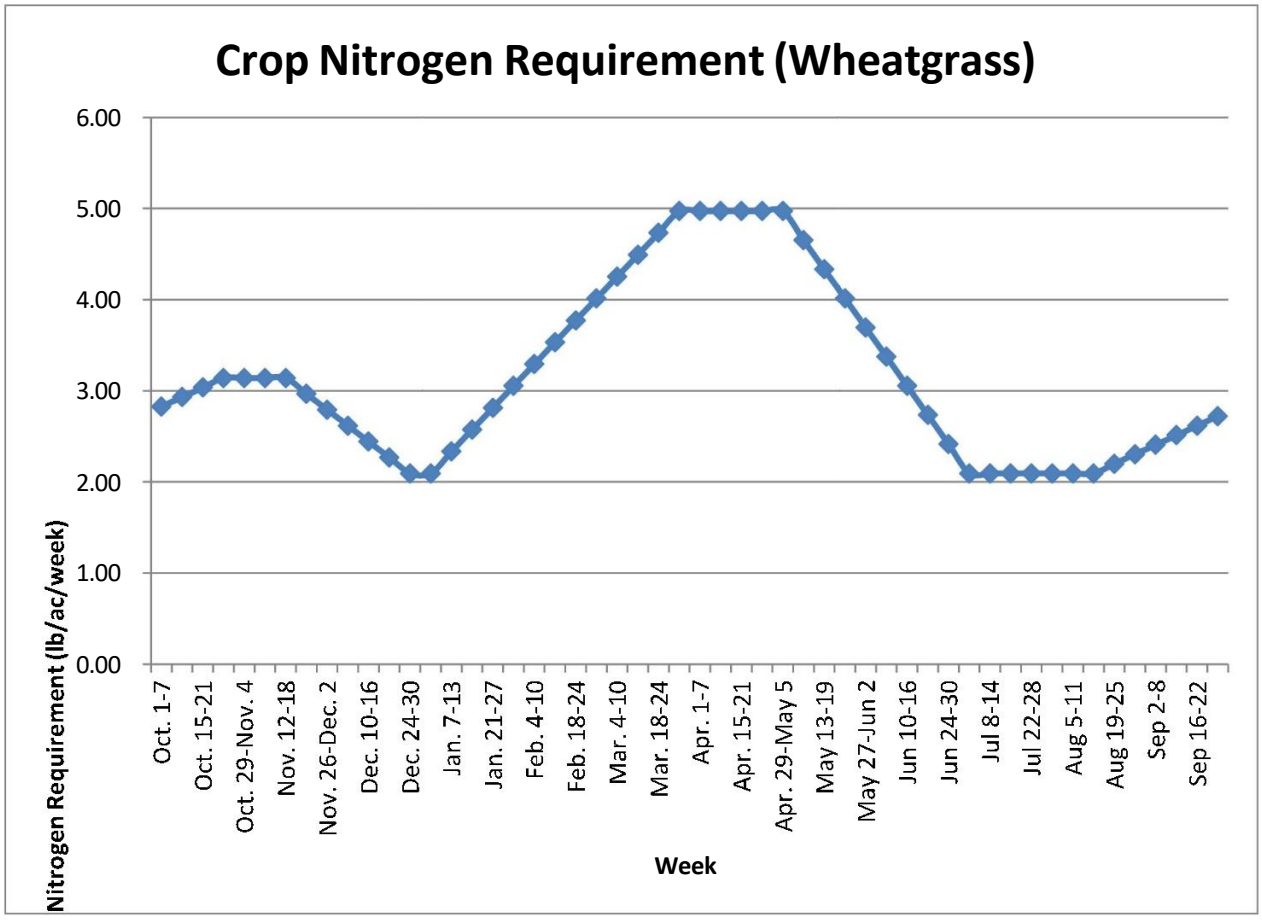


Figure 2.1.6.3. Weekly Crop N Need for Wheatgrass.

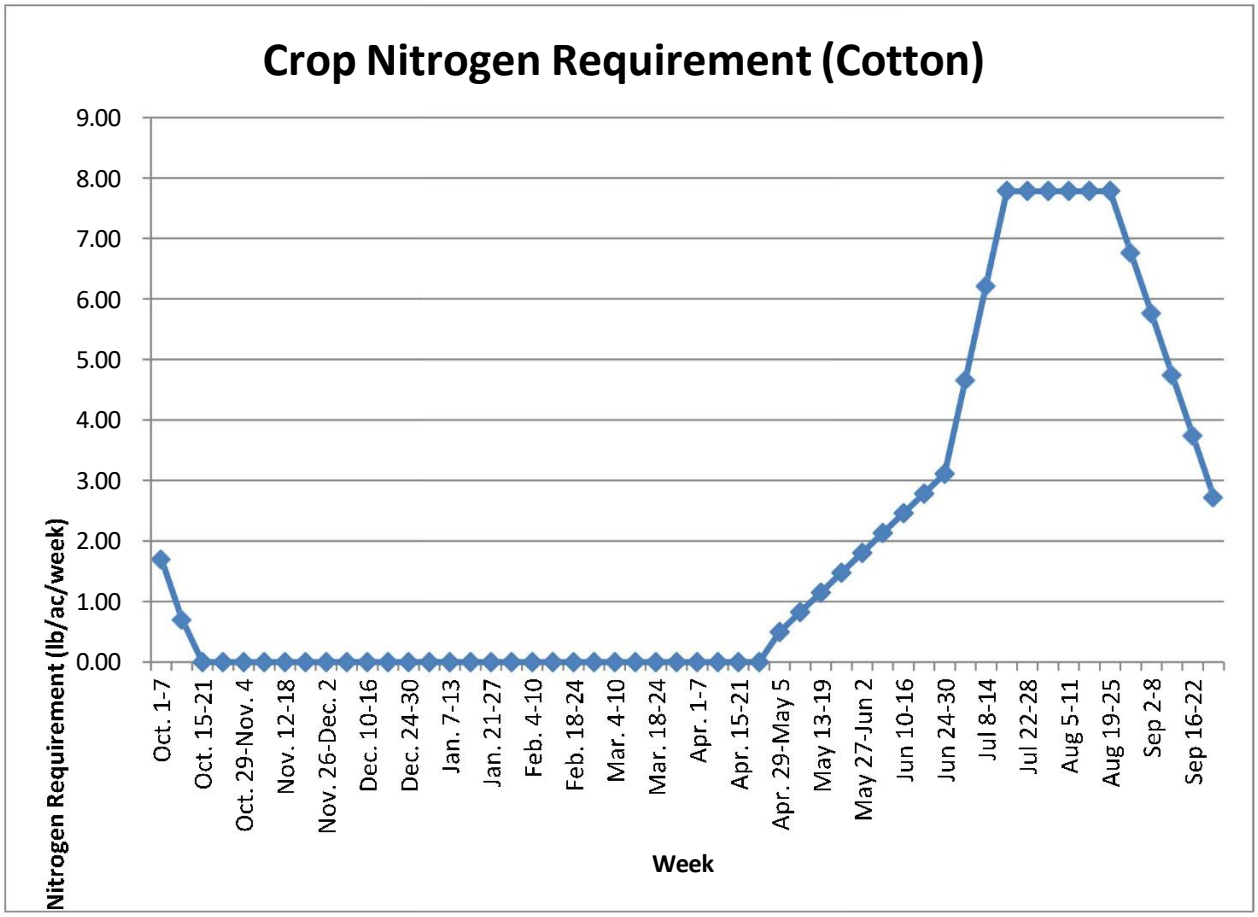


Figure 2.1.6.2. Weekly Crop N Need for Cotton.

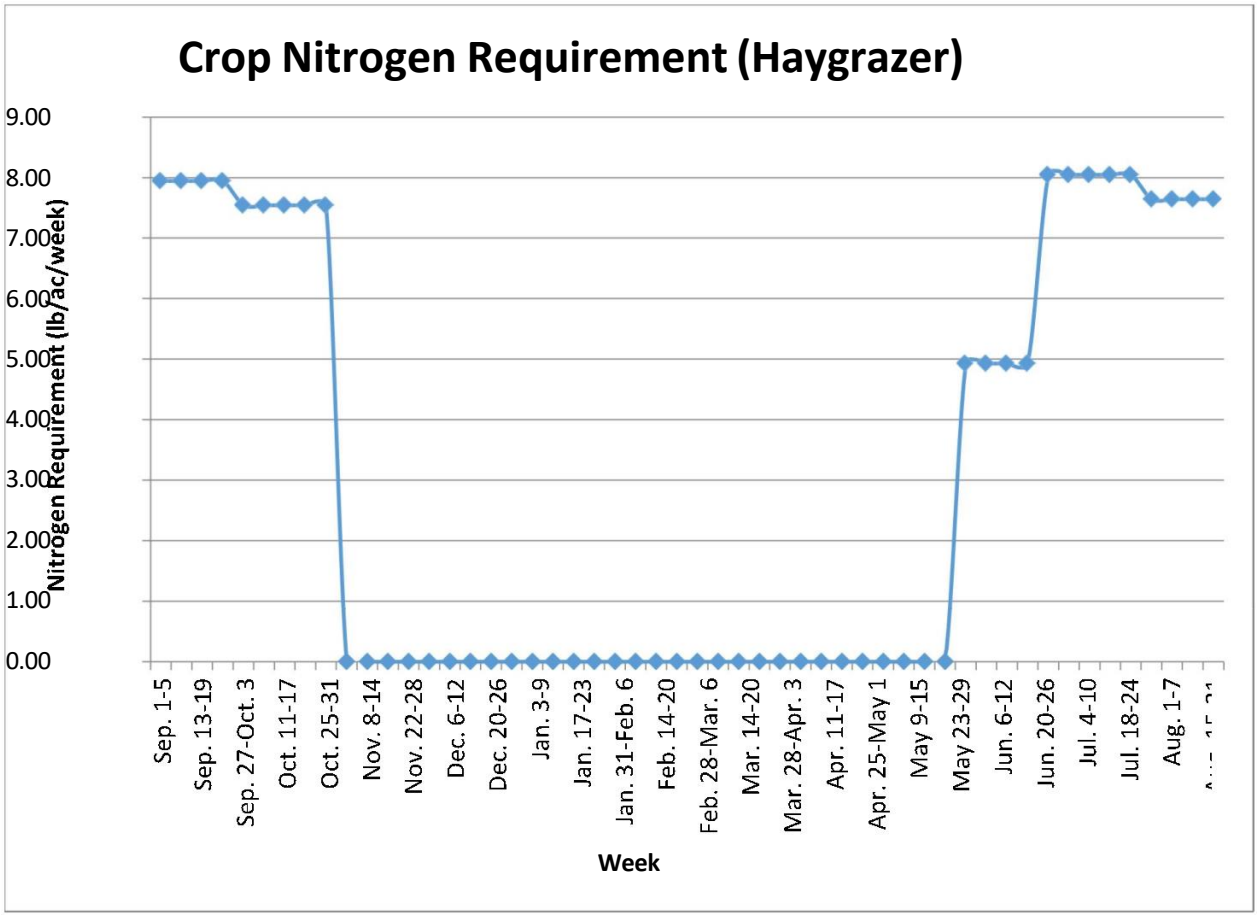


Figure 2.1.6.3. Weekly Crop N Need for Haygrazer.

2.2 Hydraulic Loading Rate

The water component of the model evaluates the crop water needs in relation to the volume and quality of water available from the Midland Water Pollution Control Plan. The water balance portion of the model considers precipitation, crop specific evapotranspiration, and crop specific leaching requirements. Dryland farming will be the predominant farming practice, but some limited wastewater applications may occur from time to time.

The actual precipitation is measured and recorded daily by City personnel. This information is entered into the model on a weekly basis.

Evapotranspiration is calculated for each crop on a weekly basis based on average reference potential evapotranspiration (PET) for the area coupled with crop specific coefficients (k_c). Daily measured PET is available from Midland, TX and is entered into the model each week.

The growing seasons of the crops are shown in Table 2.2.1. The optimal window for irrigation events is during the growing season of the crops. Therefore, the weekly irrigation amounts are computed based on the seasonal growth curve for each crop in conjunction with the crop coefficient.

Table 2.2.1. Growing Season of Crops.

Crop	Growing Season
Cotton	May – October
Wheat	September – June
Cool Season Perennial Grasses (Wheatgrass)	Year Round
Haygrazer (Sorghum-Sudan Hay)	June – October

The crop water requirements are included in Table 2.2.2.

Table 2.2.2. Crop Water Limits

Crop	Water[1] (ac-ft/ac)
Cotton	3.89 [2]
Wheat Grain	4.24 [2]
Cool Season Perennial Grasses	4.36 [2]
Sorghum-Sudan Hay	3.05 [2]
Wheat/Haygrazer	6.00 [2]

[1] TCEQ Water Balance Methodology
[2] TCEQ permit limit

3.1 Crop Yields and Tissue Sampling

Complete and accurate crop yield records are an essential part of any farming operation but are especially important in an operation where optimizing nutrient uptake is critical to protecting groundwater quality. Crop yield records assist in matching nutrient applications (via effluent, fertilizer, sludge, etc.) with crop need, thereby reducing the potential for over-applying crop nutrients. Crop yield records will be measured for all fields at the Plant Farm for all harvesting activities, hay, and row crop. In addition, all harvested crops will be tissue sampled for laboratory analysis of nutrients.

4.1 Planting, Harvesting and Other Field Operations

A number of possible field operations may be needed during the management of each crop system. These operations are listed below, but these are not necessarily all the possible operations that may need to be considered. These necessary operations will be identified by City of Midland personnel and its' consultants during routine visits to the Plant Farm. Appropriate procedures for additional field operations will be developed by City of Midland personnel and its' consultants on an as-needed basis.

- Plowing and deep breaking as needed
- Planting
- Aeration as needed
- Leveling as needed
- Spraying herbicides as needed
- Harvesting and removal of vegetation/crop for field

A number of the necessary field operations are crop specific and are discussed below. However, a couple of general crop management strategies are noteworthy. Herbicide application is required only on an as needed basis and is dependent on the type(s) of weeds present at any given time. Typically, weeds are either broadleaf weeds or grass weeds, which are generally controlled with different classes of herbicides. Many products are available for weed control and these products will be considered and prescribed on an as needed basis. Similarly, although less likely, pesticides to control insects and/or diseases may also need to be considered on occasion.

Wheatgrass

Established wheatgrass stands are already in place for all the plots listed above. Wheatgrass is a fairly robust crop and will generally maintain a dense uniform stand for years. If existing stands need improvement, then wheatgrass should be interseeded into the existing stand at the prescribed rate for the variety seeded. If a new stand is needed, then the existing vegetation should be terminated, the ground plowed and disked, and the wheatgrass planted at the prescribed rate for the variety seeded. Wheatgrass seeding should occur in fall (Sep/Oct) but can occur in spring (Mar/Apr).

If mature grasses remain on the plots for extended periods of time then there are drastic reductions in nutrient uptake potential. During these time periods, wastewater application events are most susceptible to contributing nitrogen to the groundwater because the crop is not actively taking up the applied nutrients. It is of critical importance that crop water and nutrient uptake be optimized by maintaining the forage in a cyclic growth pattern (Redmon and Bidwell, Undated). A properly implemented crop management system will promote this cyclic growth and, thus, optimize crop nutrient uptake. Therefore, wheatgrass should be harvested just prior to flowering/seedhead development each growing season (Figure 4.1.1). This will likely translate into 2-4 harvests per year, occurring as early as late April and extending until mid-October. The harvested wheatgrass hay should be removed from the field in a timely manner after each harvest.

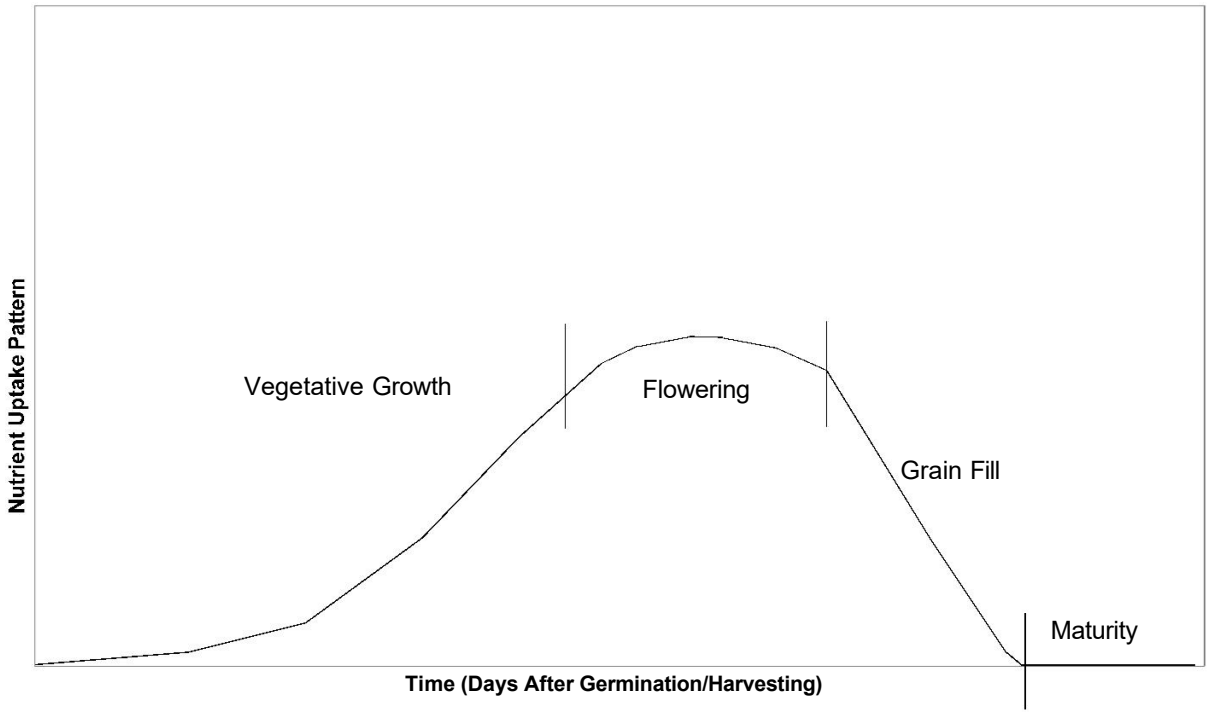


Figure 4.1.1. General Crop Nutrient Uptake Pattern Over Course of Crop Growth Cycle.

In order to promote crop water and nutrient uptake, wheatgrass stands should be uniform and dense. The wheatgrass crops should also be maintained in a cyclical pattern of growth,

harvesting, and regrowth to optimize crop water and nitrogen uptake. Therefore, crop stands on the wheatgrass fields will be evaluated on a routine basis for crop stand quality and density.

Cotton

Cotton is an annual crop that needs to be seeded each year. When a new stand is needed, then the existing vegetation should be terminated, the ground plowed and disked, and the cotton planted at the prescribed rate for the variety seeded. Cotton seeding should occur in late spring to early summer (Apr-Jun) depending on the variety seeded. Cotton harvesting should occur in fall (Sep-Nov).

Wheat

Wheat is an annual crop that needs to be seeded each year. When a new stand is needed, then the existing vegetation should be terminated, the ground plowed and disked, and the wheat planted at the prescribed rate for the variety seeded. Wheat seeding should occur in fall (Sep/Oct) depending on the variety seeded. Wheat harvesting should occur in early summer (Jun).

Haygrazer

Haygrazer is an annual crop forage that needs to be seeded each year. When a new stand is needed, then the existing vegetation should be terminated, the ground plowed and disked, and the haygrazer planted at the prescribed rate for the variety seeded. Haygrazer seeding should occur in early summer (May/Jun).

If mature grasses remain on the plots for extended periods of time then there are drastic reductions in nutrient uptake potential. During these time periods, wastewater application events are most susceptible to contributing nitrogen to the groundwater because the crop is not actively taking up the applied nutrients. It is of critical importance that crop water and nutrient uptake be optimized by maintaining the forage in a cyclic growth pattern (Redmon and Bidwell, Undated). A properly implemented crop management system will promote this cyclic growth and, thus, optimize crop nutrient uptake. Therefore, haygrazer should be harvested just prior to

flowering/seedhead development each growing season (Figure 4.1.1). This will likely translate into 1-2 harvests per year, occurring as early as mid-July and extending until late September. The harvested haygrazer forage hay should be removed from the field within 21 days after each harvest.

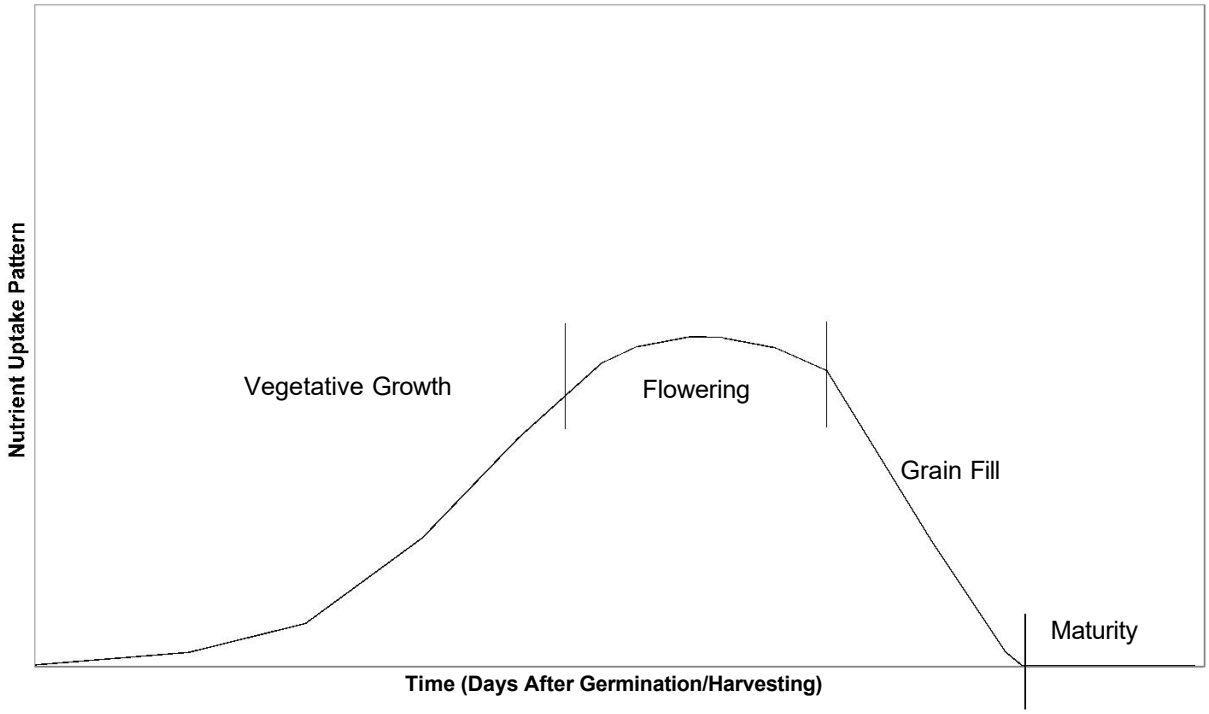


Figure 4.1.1. General Crop Nutrient Uptake Pattern Over Course of Crop Growth Cycle.

In order to promote crop water and nutrient uptake, haygrazer stands should be uniform and dense. The haygrazer crops should also be maintained in a cyclical pattern of growth, harvesting, and regrowth in order to optimize crop water and nitrogen uptake. Therefore, crop stands on the haygrazer fields will be evaluated on a routine basis for crop stand quality and density.

5.1 References

Allen, R.G, L.S. Pereira, D. Raes and M. Smith, FAO Irrigation and Drainage Paper No. 56 – Crop Evapotranspiration.

Ayers, R.S. and D.W. Wescott, 1994. Water Quality for Agriculture. FAO Irrigation and Drainage Paper 29, Revision 1.

Bronson, K. and R. Bowman, 2009. Nutrient Management for Texas High Plains Cotton Production. Texas A&M Extension.

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Gardner, F.P., R.B. Pearce, and R.L. Mitchell. 1985. Physiology of Crop Plants. Iowa State University Press, Ames, Iowa.

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EXHIBIT "C"

Farming Record and Activities

Field	Activity									Crop Type	Comments
	Plowing and Deep Breaking	Planting With a No Till Drill	Aeration to a depth of at least 15"	Levelling	Spraying of Herbicides	Harvesting and Removal	Application of Soil Amendments	Clear: Grub Brush and Trees	Access Road Mowing		**Note:** • field conditions • Type of materials applied • quantities materials applied • application rates of materials applied • lbs. per acre planted • number and type of bale or module if harvesting • LF of access road mowed and location • any other issues encountered while performing work.
WRITE DATE IN ACTIVITY COLUMN											

City Council Meeting

Item Number: 9

Meeting Date: April 9, 2024

To: City Council / City Manager

From: Erika Martinez, Manager, Purchasing

Subject: RESOLUTION AMENDING RESOLUTION NO. 2023-145 THAT AUTHORIZES THE PURCHASE OF A WIRTGEN W 120 XTI COLD MILLING MACHINE FROM KIRBY-SMITH MACHINERY, INC., THROUGH BUYBOARD FOR A TOTAL COST OF $502,269.45; AND PROVIDING FOR AN INCREASE OF $86,092.62 IN THE TOTAL COST FOR SAID PURCHASE (DISTRICT: NONE) (GENERAL SERVICES) (STRENGTHEN AND SUSTAIN OUR INFRASTRUCTURE)

Purpose:

Resolution amending Resolution 2023-145 with Kirby-Smith Machinery, Inc. for a Wirtgen W 120 XTI Cold Milling Machine through a Buyboard contract 687-22 with an increase in the purchase in the amount of $86,092.62.

Recommended City Council Action:

Approve

Fiscal Impact:

Funding is available in the Garage Fund Operating budget.

Strategic Priority:

(Strengthen and Sustain our Infrastructure)

Discussion:

Staff recommends amending the Resolution 2023-145 that authorized the purchase of a Wirtgen W 120 XTI Cold Milling Machine through a Buyboard contract 687-22 by increasing the purchase in the amount of $86,092.62 for the Transportation Division. Resolution 2023-145

approved $502,269.45 for the purchase. With the additional funds of $86,092.62, the total cost will be $588,362.07. Please see the attached memo from Abe Langston, Transportation Manager, for additional information.

Therefore, please consider a resolution amending Resolution 2023-145 with Kirby-Smith Machinery, Inc. for a Wirtgen W 120 XTI Cold Milling Machine through a Buyboard contract 687-22 with an increase in the purchase in the amount of $86,092.62.

Morris Williams Jr.

City Manager's Office

INTEROFFICE MEMORANDUM

TO: Erika Martinez, Purchasing Manager

FROM: Abe Langston, Transportation Manager

SUBJECT: Justification for Adjusted Payment to Kirby Smith Machinery, Inc. for Milling Machine

DATE: March 6, 2024

This memo seeks to provide justification for the revised expenditure of $588,362.07, as opposed to the initially quoted amount of $502,269.45, for the procurement of a Wirtgen W120 Cold Milling Machine from Kirby Smith Machinery, Inc. for the City of Midland's needs.

In response to the City of Midland's requirement for a new Wirtgen W120 Cold Milling Machine, Kirby Smith Machinery, Inc. originally quoted a price of $502,269.45 for a 2022 model that was readily available in their inventory. This quote was timely and competitively priced, reflecting the market value and availability of the machinery at the time of the quotation.

However, upon issuance of the PO by the City of Midland, it was discovered that the specified 2022 model had already been sold. The rapid pace of the market and high demand for such equipment can often lead to such situations, where quoted inventory is sold before a purchasing decision is finalized.

Kirby Smith Machinery, Inc., committed to fulfilling the City of Midland's operational requirements, proposed to order a new 2024 model of the Wirtgen W120 Cold Milling Machine. This model comes with updated features, better efficiency, and potentially lower long-term operational costs, albeit at a higher initial price point due to model year advancements and inflationary pressures on manufacturing and shipping costs.

The new quotation amount of $588,362.07 reflects the price adjustment necessary to acquire the latest model. This price adjustment is not merely a matter of mark-up but is directly associated with the enhanced capabilities, technological advancements, and increased cost base of the newer model year machine.

The 2024 model incorporates the latest advancements in technology and efficiency, providing the City of Midland with a more productive and cost-effective piece of equipment over its lifecycle. Newer models often meet more stringent regulatory standards and offer improved performance metrics, which can result in lower operational costs and better environmental compliance. Although the initial expenditure is higher, investing in the newer model ensures that the City of Midland remains at the forefront of technological and operational efficiency, safeguarding against obsolescence and ensuring a longer service life of the machinery.

Considering the unforeseen sale of the originally quoted machine and the benefits associated with procuring the newer model, the adjusted payment to Kirby Smith Machinery, Inc. is warranted. The additional investment aligns with the City of Midland's commitment to operational excellence, long-term cost savings, and the procurement of state-of-the-art infrastructure maintenance equipment. Approval of this expenditure will ensure that the City remains equipped to meet its service commitments efficiently and effectively.

RESOLUTION NO. _____

RESOLUTION AMENDING RESOLUTION NO. 2023-145 THAT AUTHORIZES THE PURCHASE OF A WIRTGEN W 120 XTI COLD MILLING MACHINE FROM KIRBY-SMITH MACHINERY, INC., THROUGH BUYBOARD FOR A TOTAL COST OF $502,269.45; AND PROVIDING FOR AN INCREASE OF $86,092.62 IN THE TOTAL COST FOR SAID PURCHASE

WHEREAS, the City Council passed Resolution No. 2023-145, which authorizes the purchase of a Wirtgen W 120 XTi Cold Milling Machine from Kirby-Smith Machinery, Inc., through Buyboard, 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, for a total cost of $502,269.45; and

WHEREAS, following the passage of Resolution No. 2023-145, Kirby-Smith Machinery, Inc., discovered that it previously sold the particular Wirtgen W 120 XTi Cold Milling Machine that was the subject of the initial invoice for $502,269.45; and

WHEREAS, Kirby-Smith Machinery, Inc., submitted a revised invoice of $588,362.07 for the purchase of a Wirtgen W 120 XTi Cold Milling Machine through Buyboard as shown on Exhibit A, which is attached hereto and incorporated herein for all purposes; and

WHEREAS, the City Council finds the price proposed for the purchase of a Wirtgen W 120 XTi Cold Milling Machine to be fair and reasonable; and

WHEREAS, the City Council finds it to be in the public interest to amend Resolution No. 2023-145 to authorize the purchase of a Wirtgen W 120 XTi Cold Milling Machine from Kirby-Smith Machinery, Inc., through Buyboard for a total cost of $588,362.07;

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.

SECTION TWO. That Resolution No. 2023-145 is hereby amended to increase the total authorized purchase price of a Wirtgen W 120 XTi Cold Milling Machine from Kirby-

Smith Machinery, Inc., through Buyboard by $86,092.62 for a total cost of $588,362.07.

SECTION THREE. That Resolution No. 2023-145 shall remain in full force and effect in all respects except as expressly amended by this Resolution.

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., 2024, by the following vote:

Council members voting "AYE":

Council members voting "NAY":

_____
Lori Merritt Blong, Mayor

ATTEST:

_____
Marcia Bentley-German, City Secretary

RECOMMENDED AND APPROVED:

_____
Tommy Gonzalez, City Manager

APPROVED AS TO CONTENT
AND COMPLETENESS:

_____
Regina Stephenson, General Services Director

APPROVED AS TO FORM ONLY:

_____
John Ohnemiller, City Attorney

Exhibit A

KIRBY-SMITH MACHINERY, INC.

www.kirby-smith.com

7301 E INTERSTATE 20 E
Odessa, TX 79765
877-794-1800
Fax: 432-333-7010

PLEASE REMIT TO:

KSM EXCHANGE LLC
P.O. Box 270360
Oklahoma City, OK 73137

ACH OR WIRE
Credit Department
405-495-7820

Ship To: CUSTOMER PICK UP
24000234

Branch
15 - ODESSA

Date	Time	Page
01/31/2024	12:16:50 (O)	1

Account No	Phone No	Inv No 01
MIDLA005	4326857234	E0126815

Ship Via	Purchase Order
	1021

Invoice To: CITY OF MIDLAND
PO BOX 1152
MIDLAND TX 79702

Attention: Regina Stephenson

Tax ID No
GOVERNMENT

Salesperson
SHELBY WHITLEY 595 / 553

EQUIPMENT INVOICE

Description	Amount
Stock #: WR24001 Serial #: 2710.0365	588362.07
New 2024 WR W120FTI	
New 2024 WIRTGEN W120FTI WIRTGEN W120FTI COLD MILLING MACHIN	
****INCLUDING THE FOLLOWING OPTIONS****	
W120FTI WIRTGEN W120FTI COLD MILLING MACHINE	
Cold milling machine W 120 FTi	
Country of operation United States	
4 driven track units	
Milling drum housing FB1200 (3 ft 11 in)	
Milling drum FB1200 (3 ft 11 in)	
HT22 PLUS LA15 with 109 picks	
Standard operator's platform, hydraulically movabl	
Machine with hydraulic pre-fitting for a	
discharge conveyor - screw coupling	
Discharge conveyor, 8,150 mm long, 600 mm wide	
with hydraulic folding device	
Standard film coating in RAL 9001 (cream)	
Technical documentation - North America	
WITOS (MF3, 4G) - professional telematics	
Standard LED lighting package with 14,050 lumen	
Standard electro-hydraulic unit	
Version with a one-piece water spray bar	
Manually-adjustable exterior mirror	
Milling drum rotation device	
MILL ASSIST assistance system	
Version without a camera system	
Spare part and application documentation English	
Subtotal:	588362.07
Total:	588362.07

DUE ON RECEIPT. THANK YOU FOR YOUR BUSINESS.

CAUTION: BE WARY OF ANY REQUEST TO CHANGE PAYMENT INSTRUCTIONS
ALL WIRING INSTRUCTIONS SHOULD BE CONFIRMED BY PHONE: (405) 495-7820 BEFORE SENDING FUNDS VIA WIRE OR ACH.

Thank You!
WE APPRECIATE YOUR BUSINESS

AED Associated Equipment Distributors MEMBER

See reverse side for Terms and Conditions

Abilene	Amarillo	Dallas	Fort Worth	Kansas City	Lubbock	McAlester	Odessa	Oklahoma City	St Louis	Tulsa	Waco
877-577-5729	800-283-1247	800-753-1247	877-851-9977	877-851-5729	866-289-6087	918-310-1550	877-794-1800	800-375-3339	866-279-1392	800-375-3733	254-261-1370

TERMS AND CONDITIONS

Kirby-Smith Machinery, Inc. offers no warranties, expressed or implied as to the quality, durability, workmanship, performance, operation, merchantability, or fitness for a particular purpose of any equipment, goods, parts, material or apparatus sold. Sales personnel of Kirby-Smith Machinery, Inc. are not authorized to make warranties, expressed or implied, about the subject matter described in this sale. Only those warranties as provided by the manufacturer in writing, apply to the equipment, goods, parts, materials, and apparatus sold by Kirby-Smith Machinery, Inc.

This invoice is subject to all of the terms, provisions, conditions and limitations of the sale or lease agreement concerning the goods or equipment sold or leased as described therein. Examine this invoice carefully as it will be deemed correct unless errors are reported to Kirby-Smith Machinery, Inc. within (5) days of the date hereof. Returned items are subject to approval and restocking and handling charges.

Terms of Payment: Equipment sales are due based on terms specified on the sales agreement. All other sales are due and payable 30 days from the invoice date. All accounts not paid at the end of our month's closing will become past due. A **service charge equal to 18% APR** will be applied to past due balances.

"Notice is hereby given that Kirby-Smith Machinery, Inc. has assigned its rights under all sales contracts of rental equipment to KSM Exchange LLC. To sell rental equipment described herein and if applicable, to purchase trade-in property described herein."

KIRBY-SMITH MACHINERY, INC.

www.kirby-smith.com

7301 E INTERSTATE 20 E
Odessa, TX 79765
877-794-1800
Fax: 432-333-7010

PLEASE REMIT TO:

KSM EXCHANGE LLC
P.O. Box 270360
Oklahoma City, OK 73137

ACH OR WIRE
Credit Department
405-495-7820

Ship To: CUSTOMER PICK UP

24000234

Branch
15 - ODESSA

Date	Time	Page
01/31/2024	12:16:50 (O)	1

Account No	Phone No	Inv No 01
MIDLA005	4326857234	E0126815

Ship Via	Purchase Order
	1021

Tax ID No
GOVERNMENT

Salesperson
SHELBY WHITLEY 595 / 553

Invoice To: CITY OF MIDLAND
PO BOX 1152
MIDLAND TX 79702

Attention: Regina Stephenson

EQUIPMENT INVOICE

Description	Amount
Stock #: WR24001 Serial #: 2710.0365	588362.07
New 2024 WR W120FTI	
New 2024 WIRTGEN W120FTI WIRTGEN W120FTI COLD MILLING MACHIN	
****INCLUDING THE FOLLOWING OPTIONS****	
W120FTI WIRTGEN W120FTI COLD MILLING MACHINE	
Cold milling machine W 120 FTi	
Country of operation United States	
4 driven track units	
Milling drum housing FB1200 (3 ft 11 in)	
Milling drum FB1200 (3 ft 11 in)	
HT22 PLUS LA15 with 109 picks	
Standard operator's platform, hydraulically movabl	
Machine with hydraulic pre-fitting for a	
discharge conveyor - screw coupling	
Discharge conveyor, 8,150 mm long, 600 mm wide	
with hydraulic folding device	
Standard film coating in RAL 9001 (cream)	
Technical documentation - North America	
WITOS (MF3, 4G) - professional telematics	
Standard LED lighting package with 14,050 lumen	
Standard electro-hydraulic unit	
Version with a one-piece water spray bar	
Manually-adjustable exterior mirror	
Milling drum rotation device	
MILL ASSIST assistance system	
Version without a camera system	
Spare part and application documentation English	
Subtotal:	588362.07
Total:	588362.07

DUE ON RECEIPT. THANK YOU FOR YOUR BUSINESS.

CAUTION: BE WARY OF ANY REQUEST TO CHANGE PAYMENT INSTRUCTIONS
ALL WIRING INSTRUCTIONS SHOULD BE CONFIRMED BY PHONE: (405) 495-7820 BEFORE SENDING FUNDS VIA WIRE OR ACH.

Thank You!
WE APPRECIATE YOUR BUSINESS

AED Associated Equipment Distributors MEMBER

See reverse side for Terms and Conditions

Abilene	Amarillo	Dallas	Fort Worth	Kansas City	Lubbock	McAlester	Odessa	Oklahoma City	St Louis	Tulsa	Waco
877-577-5729	800-283-1247	800-753-1247	877-851-9977	877-851-5729	866-289-6087	918-310-1550	877-794-1800	800-375-3339	866-279-1392	800-375-3733	254-261-1370

TERMS AND CONDITIONS

Kirby-Smith Machinery, Inc. offers no warranties, expressed or implied as to the quality, durability, workmanship, performance, operation, merchantability, or fitness for a particular purpose of any equipment, goods, parts, material or apparatus sold. Sales personnel of Kirby-Smith Machinery, Inc. are not authorized to make warranties, expressed or implied, about the subject matter described in this sale. Only those warranties as provided by the manufacturer in writing, apply to the equipment, goods, parts, materials, and apparatus sold by Kirby-Smith Machinery, Inc.

This invoice is subject to all of the terms, provisions, conditions and limitations of the sale or lease agreement concerning the goods or equipment sold or leased as described therein. Examine this invoice carefully as it will be deemed correct unless errors are reported to Kirby-Smith Machinery, Inc. within (5) days of the date hereof. Returned items are subject to approval and restocking and handling charges.

Terms of Payment: Equipment sales are due based on terms specified on the sales agreement. All other sales are due and payable 30 days from the invoice date. All accounts not paid at the end of our month's closing will become past due. A **service charge equal to 18% APR** will be applied to past due balances.

"Notice is hereby given that Kirby-Smith Machinery, Inc. has assigned its rights under all sales contracts of rental equipment to KSM Exchange LLC. To sell rental equipment described herein and if applicable, to purchase trade-in property described herein."

RESOLUTION NO. 2023-145

RESOLUTION AUTHORIZING PURCHASE OF A WIRTGEN W 120 XTI COLD MILLING MACHINE FROM KIRBY-SMITH MACHINERY, INC., THROUGH BUYBOARD FOR A TOTAL COST OF $502,269.45

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, Kirby-Smith Machinery, Inc., submitted a total cost of $502,269.45 for the purchase of a Wirtgen W 120 XTi Cold Milling Machine through Buyboard as shown on the quote attached hereto as Exhibit A, which is incorporated herein for all purposes; and

WHEREAS, the City Council finds the price proposed for the purchase of a Wirtgen W 120 XTi Cold Milling Machine to be fair and reasonable; and

WHEREAS, the City Council finds it to be in the public interest to authorize the purchase of a Wirtgen W 120 XTi Cold Milling Machine from Kirby-Smith Machinery, Inc., through Buyboard;

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 a Wirtgen W 120 XTi Cold Milling Machine from Kirby-Smith Machinery, Inc., through Buyboard for a total cost of $502,269.45.

SECTION TWO. That the City Comptroller is hereby authorized and directed to pay Kirby-Smith Machinery, Inc., $502,269.45 for said Wirtgen W 120 XTi Cold Milling Machine from funds available in the Garage Fund 2024 operating budget upon receipt of proper invoices or statements approved by the City Manager.

On motion of Council member Corrales, seconded by Council member Norman, the above and foregoing resolution was adopted by the City Council of the City of Midland at a regular meeting on the 24th day of October, A.D., 2023, by

the following vote:

Council members voting "AYE": Stretcher Burkes, Corrales, Poole, Blong, Dufford, Ladd, Norman

Council members voting "NAY": None

Lori Merritt Blong, Mayor

ATTEST:

Marcia Bentley-Germain, City Secretary

RECOMMENDED AND APPROVED:

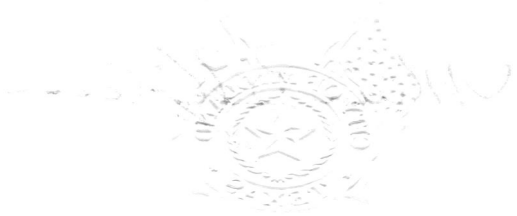
Tommy Gonzalez, City Manager

APPROVED AS TO CONTENT
AND COMPLETENESS:

Regina Stephenson, General Services Director

APPROVED AS TO FORM ONLY:

John Ohnemiller, City Attorney



9/26/2023
Quote #: swhitley-1294

Jesse Zamora
CITY OF MIDLAND
Po Box 1152
Midland, TX 79702

Dear Jesse Zamora:

We are pleased to quote the following for your consideration:
WIRTGEN W120XTI 2022 model w/ 27 hours, Unit # WR22002, S/N 1810.1489.

The following Factory and Dealer Options are included in the package:

- **WIRTGEN W120XTI 2022, WIRTGEN W120XTI COLD MILLING MACHINE**
- **Cold milling machine W 120 XTi**
- **Country of operation United States**
- **4 driven track units**
- **Milling drum housing FB1200 (3 ft 11 in)**
- **Milling drum FB1200 3ft 11in HT22 LA15 w/115 PICKS**
- **Standard operator's seat**
- **Machine with hydraulic standard coupling**
- **Discharge conveyor, 26 ft 9 in / 8,150 mm long, 2**
- **Standard film coating in RAL 9001 (cream)**
- **Technical documentation - North America**
- **WITOS FleetView (MF3, 4G) ? professional**
- **Halogen / LED lighting system including rotating b**
- **Active floating position for the side plates, left**
- **Spare part and application documentation English**

Additional Details:

Sales Price:	**$502,269.45**
Sub Total:	**$502,269.45**
Total Price:	**$502,269.45**

Subject to all applicable taxes. If taxes listed above, Total Price is Sales plus applicable taxes

To be purchased through BuyBoard. Contract #687-22

We believe the equipment as quoted will exceed your expectations. On behalf of Kirby-Smith Machinery, Inc., thank you for the opportunity to quote you this package.

Sincerely,

Shelby Whitley
Governmental Territory Manager
Kirby-Smith Machinery, Inc.
Phone: 432-333-7000



Cell: 432-241-2915
Email: swhitley@kirby-smith.com

City Council Meeting

Item Number: 10

Meeting Date: April 9, 2024

To: City Council / City Manager

From: Erika Martinez, Manager, Purchasing

Subject: **RESOLUTION AWARDING A CONTRACT FOR THE STATE HIGHWAY 158 AND SINCLAIR AVENUE INTERSECTION IMPROVEMENT PROJECT TO REECE ALBERT, INC. OF SAN ANGELO, TEXAS, AT A TOTAL COST OF $3,691,710.55; APPROVING $738,342.11 FOR CONTINGENCIES; APPROVING $50,000.00 FOR PROJECT-RELATED EXPENSES; APPROPRIATING AND TRANSFERRING FUNDS; AND AUTHORIZING PAYMENT (DISTRICT 4) (GENERAL SERVICES) (STRENGTHEN AND SUSTAIN OUR INFRASTRUCTURE)**

Purpose:

Resolution awarding the execution of a contract for the Drainage Improvement State Highway 158 & Sinclair Avenue Intersection Improvement to Reece Albert, Inc. for a cost of $3,691,710.55 plus $738,342.11 in contingencies; plus $50,000.00 in project related items for a project cost of $4,480,052.66.

Recommended City Council Action:

Approve

Fiscal Impact:

$4,480,052.66 will be appropriated from the General Fund unappropriated fund balance and transferred to a project for said purpose.

Strategic Priority:

(Strengthen and Sustain our Infrastructure)

Discussion:
Motion 118-2023 approved plans and specifications for the State Highway 158 and Sinclair

Avenue Intersection Improvement Project. The bid was sent to one hundred four (104) vendors. We received two (2) bids. Staff recommends awarding the contract to Reece Albert, Inc. for the Drainage Improvement State Highway 158 & Sinclair Avenue Intersection Improvement. Please see the attached memo from Bobby Wojciechowski, Capital Improvements Manager, for more information.

Therefore, please consider a resolution awarding the execution of a contract for the Drainage Improvement State Highway 158 & Sinclair Avenue Intersection Improvement to Reece Albert, Inc. of San Angelo, Texas for a cost of $3,691,710.55 plus $738,342.11 in contingencies; plus $50,000.00 in project related items for a project cost of $4,480,052.66.

INTEROFFICE MEMORANDUM

TO: Erika Martinez; City of Midland, Purchasing Manager

FROM: Bobby Wojciechowski; City of Midland, CIP Manager – Capital Improvements

SUBJECT: State Highway 158 & Sinclair Avenue Intersection Improvements
♦ CIP Project No. P23-02 ♦ Bid Tabulation ♦ Funding: General Fund

DATE: March 25, 2024

Erika,

CIP staff has reviewed the bid tabulation for the State Highway 158 & Sinclair Avenue Intersection Improvements project. Reece Albert, Inc. of Midland, Texas, is the apparent successful low bidder. Staff recommends awarding the State Highway 158 & Sinclair Avenue Intersection Improvements to Reece Albert, Inc.

Reece Albert, Inc has an established history with the City of Midland of performing work of similar scale and scope to the State Highway 158 & Sinclair Avenue Intersection Improvements. Furthermore, the unit prices appear to be in line with current pricing trends.

Funding is available for this project.

The apparent successful bidder was selected based on the base bid amount of **$3,691,710.55** as outlined in the bidding documents. In addition, we would like to request that a 20% contingency in the amount of **$738,342.11** be allowed for value added changes to the project during construction and **$50,000.00** for project related costs incurred by the City to facilitate the contract (i.e. TDLR inspections, project administration, material testing services, etc.). The total amount made available for the project would be **$4,480,052.66**.

Kerry Koehler, P.E.
Director – Capital Improvements

Cc: Kirby Jones
Regina Stephenson

RESOLUTION NO. _____

RESOLUTION AWARDING A CONTRACT FOR THE STATE HIGHWAY 158 AND SINCLAIR AVENUE INTERSECTION IMPROVEMENT PROJECT TO REECE ALBERT, INC. OF SAN ANGELO, TEXAS, AT A TOTAL COST OF $3,691,710.55; APPROVING $738,342.11 FOR CONTINGENCIES; APPROVING $50,000.00 FOR PROJECT-RELATED EXPENSES; APPROPRIATING AND TRANSFERRING FUNDS; AND AUTHORIZING PAYMENT

WHEREAS, the City Manager approved the plans and specifications and advertised for competitive bids for the State Highway 158 and Sinclair Avenue Intersection Improvement Project (the "Project"); and

WHEREAS, Bid No. 24000258 was opened on November 29, 2023, with the lowest responsible bidder being Reece Albert, Inc. of San Angelo, Texas ("Contractor"), having submitted a bid of $3,691,710.55 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 $3,691,710.55; 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 $3,691,710.55, 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 $738,342.11.

SECTION THREE. That the sum of $4,480,052.66 shall be appropriated from the General Fund unappropriated fund balance and transferred to a project account for said Project. The sum of $738,342.11 is hereby 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 $4,430,052.66 from funds referenced 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., 2024, by the following vote:

Council members voting "AYE":

Council members voting "NAY":

_____
Lori Merritt Blong, Mayor

ATTEST:

_____
Marcia Bentley-German, City Secretary

RECOMMENDED AND APPROVED:

_____
Tommy Gonzalez, City Manager

APPROVED AS TO CONTENT
AND COMPLETENESS:

_____
Regina Stephenson, General Services Director

_____
Kerry Koehler, Director of Capital Improvement Projects

APPROVED ONLY AS TO FORM:

_____
John Ohnemiller, City Attorney

P23-02 State Highway 158 & Sinclair Avenue Intersection Improvements

City of Midland - Engineering Services; November 29, 2023

BID TAB					Jones Bros		Reece Albert	
Bid Item	Pay Note	Description	Quantity	Units	Unit Price	Actual Bid Total	Unit Price	Actual Bid Total
1	M1	Mobilization	4	MO	$41,875.00	$167,500.00	$151,820.00	$607,280.00
2	M2	Erosion/Sediment Control	4	MO	$5,118.58	$20,474.32	$1,470.00	$5,880.00
3	M3	Job Site Safety	4	MO	$6,000.00	$24,000.00	$1,120.00	$4,480.00
4	M4	Traffic Control	4	MO	$10,000.00	$40,000.00	$27,500.00	$110,000.00
5	M5	Material Markup	NA		20%		15%	
6	M6	Labor Markup	NA		20%		15%	
7	M7	Equipment Rental Markup	NA		20%		15%	
					Subtotal	**$251,974.32**	**Subtotal**	**$727,640.00**
1	D1	Preparation of Right-of-Way	7.4	AC	$14,375.00	$106,375.00	$1,800.00	$13,320.00
2	D2	Unclassified Roadway Excavation	8855	SY	$15.16	$134,241.80	$4.95	$43,832.25
3	D3	Removal & Disposal of Existing Unclassified Pavement	11455	SY	$15.03	$172,168.65	$6.85	$78,466.75
4	D4	2" Milling Existing Unclassified Asphalt Pavement	810	SY	$26.17	$21,197.70	$4.95	$4,009.50
5	D5	Removal & Disposal of Existing Unclassified Concrete Pavement	370	SY	$57.50	$21,275.00	$40.95	$15,151.50
6	D6	Removal & Disposal of Existing Concrete Curb & Gutter	1607	LF	$17.25	$27,720.75	$9.10	$14,623.70
7	D7	Removal & Disposal of Existing Median Landscape Area	23	SY	$172.50	$3,967.50	$433.00	$9,959.00
8	D8	Removal & Disposal of Existing Sign	1	EA	$755.37	$755.37	$755.00	$755.00
					Subtotal	**$487,701.77**	**Subtotal**	**$180,117.70**
1	SD1	24" Reinforced Concrete Pipe (RCP) Storm Drain	180	LF	$523.25	$94,185.00	$347.20	$62,496.00
2	SD1	24" ASTM F2619 HDPE Storm Drain Force Main	467	LF	$425.50	$198,708.50	$257.60	$120,299.20
3	SD2	Pipe Anchors & Runners for Concrete Headwall	1	EA	$39,675.00	$39,675.00	$4,256.00	$4,256.00
4	SD3	6" Concrete Flume	148	SY	$138.00	$20,424.00	$154.00	$22,792.00
5	SD4	12" Rock Rip-Rap	138	SY	$42.55	$5,871.90	$364.75	$50,335.50
6	SD5	5'x5' Precast Concrete Area Zone Drain	1	EA	$10,631.75	$10,631.75	$15,680.00	$15,680.00
7	SD5	5'x5' Precast Concrete Area Zone Drain	1	EA	$10,827.25	$10,827.25	$15,680.00	$15,680.00
					Subtotal	**$380,323.40**	**Subtotal**	**$291,538.70**
1	P1	Subgrade Preparation (Depth ≤ 8")	21284	SY	$6.50	$138,346.00	$2.00	$42,568.00
2	P4	2" Type C HMAC Asphalt Pavement Surface Course (PG64-22, 110 LBS/SY @1" Thick)	1295	TON	$165.24	$213,985.80	$174.00	$225,330.00
3	P2	7.5" sp-b(PG 70.22, SAC B)	4849	SY	$60.64	$294,043.36	$68.70	$333,126.30
4	P3	3" Type D HMAC Asphalt Pavement Surface Course (PG70-22, 110 LBS/SY @1" Thick)	1214	TON	$164.09	$199,205.26	$185.00	$224,590.00
5	P3	2" Type D HMAC Asphalt Pavement Surface Course (PG70-22, 110 LBS/SY @1" Thick)	140	TON	$298.75	$41,825.00	$280.00	$39,200.00
6	P4	3" Type C HMAC Asphalt Pavement Surface Course (PG64-22, 110 LBS/SY @1" Thick)	209	TON	$240.73	$50,312.57	$228.00	$47,652.00
7	P5	5" Flexible Base (Type A, Grade 4, 5)	11754	SY	$19.00	$223,326.00	$8.40	$98,733.60
8	P6	12" Flexible Base (Type A, Grade 4)	1264	SY	$71.00	$89,744.00	$36.50	$46,136.00
9	P7	Bituminous Prime Coat (MC-30, 0.20 Gal / SY)	4075	GAL	$7.24	$29,503.00	$6.00	$24,450.00
10	P8	Tack Coat (MC-30, 0.10 Gal / SY)	2038	GAL	$7.24	$14,755.12	$6.00	$12,228.00
11	P9	4" Concrete Median	2239	SY	$89.70	$200,838.30	$109.40	$244,946.60
12	P10	6" Concrete Fillet	358	SY	$112.70	$40,346.60	$133.75	$47,882.50
13	P11	6" Concrete Valley Gutter	307	SY	$105.80	$32,480.60	$134.30	$41,230.10
14	P12	Concrete Scupper	24	SY	$517.50	$12,420.00	$4,040.00	$96,960.00
15	P13	Type A Concrete Curb & Gutter	2871	LF	$40.25	$115,557.75	$33.60	$96,465.60
16	P14	Ribbon Curb for Median	5013	LF	$46.00	$230,598.00	$31.10	$155,904.30
17	P15	Concrete Pedestrian Access Ramp	93	SY	$207.00	$19,251.00	$262.00	$24,366.00
18	P16	4" Concrete Sidewalk	983	SY	$82.80	$81,392.40	$22.45	$22,068.35
					Subtotal	**$2,027,930.76**	**Subtotal**	**$1,823,837.35**
1	W1	12" AWWA C-900 DR18, PVC, Water Main	20	LF	$443.90	$8,878.00	**$196.00**	**$3,920.00**
2	W2	30"x12" Tappin Sleeve	1	EA	$18,066.50	$18,066.50	**$23,520.00**	**$23,520.00**
3	W3	12" Cap	1	EA	$1,535.25	$1,535.25	**$896.00**	**$896.00**
4	W4	12" Gate Valve & Box (MJxMJ/FL)	1	EA	$6,641.25	$6,641.25	**$5,488.00**	**$5,488.00**
					Subtotal	**$35,121.00**	**Subtotal**	**$33,824.00**
1	T1	Retroreflectorized Pavement Markings, TxDOT Item 666 (6" White, Solid)	7576	LF	$2.30	$17,424.80	$2.24	$16,970.24
2	T1	Retroreflectorized Pavement Markings, TxDOT Item 666 (6" White, Broken)	3575	LF	$2.30	$8,222.50	$2.24	$8,008.00
3	T1	Retroreflectorized Pavement Markings, TxDOT Item 666 (6" Yellow, Solid)	849	LF	$2.30	$1,952.70	$2.24	$1,901.76
4	T1	Retroreflectorized Pavement Markings, TxDOT Item 666 (24" Yellow)	79	LF	$23.00	$1,817.00	$22.40	$1,769.60
5	T1	Retroreflectorized Pavement Markings, TxDOT Item 666 (24" White)	164	LF	$23.00	$3,772.00	$22.40	$3,673.60
6	T2	Retroreflectorized Pavement Markings, TxDOT Item 666 (24" White, Arrow)	16	EA	$517.50	$8,280.00	$504.00	$8,064.00
7	T1	Retroreflectorized Pavement Markings, TxDOT Item 666 (Crosswalk Striping)	244	LF	$23.00	$5,612.00	$22.40	$5,465.60
8	T3	Intersection Signals & Electrical [State Highway 158 & Sinclair Avenue]	1	LS	$604,670.58	$604,670.58	$588,900.00	$588,900.00
					Subtotal	**$651,751.58**	**Subtotal**	**$634,752.80**
					Base Bid Total =	**$3,834,802.83**	**Base Bid Total =**	**$3,691,710.55**

P23-02 State Highway 158 & Sinclair Avenue Intersection Improvements

City of Midland - Engineering Services; November 29, 2023

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					Subtotal	**$651,751.58**	**Subtotal**	**$634,752.80**
					Base Bid Total =	**$3,834,802.83**	**Base Bid Total =**	**$3,691,710.55**

SPECIFICATIONS

Project Name: State Highway 158 & Sinclair Avenue Intersection Improvement

Project Number: P23-02

MAYOR

Lori Blong

COUNCIL MEMBERS

District 1	Scott Dufford	District 3	Jack Ladd
District 2	John Norman	District 4	Amy Stretcher Burkes
At-Large	Dan Corrales	At Large	Robin Poole

ASSSITANT CITY ENGINEER

Joshua C. Ferguson, P.E.



Prepared by City of Midland, Texas
Engineering Services Division

October 2023

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 15th day of November, 2023, 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 15, 2023 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 Council Meeting Chambers.

The Proposed Work provides for the furnishing of materials and labor for State Highway 158 & Sinclair Avenue Intersection Improvement together with other miscellaneous and appurtenant work.

ATTENTION: A NON-MANDATORY PRE-BID MEETING will be held at 3:00 p.m. on Wednesday, November 8th, 2023 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:

kjones@midlandtexas.gov

The deadline for submitting additional questions after the Non-Mandatory Pre-Bid Meeting is Noon on Friday, November 10, 2023. 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

Marcia German-Bentley
City Secretary

Form Revised October 2023

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 on or after October 13, 2023 and numbered from C100 (1) through C400 (31) 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 October 2023

NOTICE TO BIDDERS

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

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

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

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

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

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

IMPORTANT NOTICE

Conflict Of Interest Reporting Requirements

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

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

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

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

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

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

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

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

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

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

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

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

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

OFFICE USE ONLY

Date Received

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

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

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

_____

Name of Officer

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

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

☐ Yes ☐ No

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

☐ Yes ☐ No

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

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

7

_____ _____

Signature of vendor doing business with the governmental entity Date April 9, 2024

PACKET 10:20

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.

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

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

(1) the lowest bidder; or

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

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

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

Complete all areas below. Incomplete affidavits may be rejected.

Local Business Name: _____

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

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

   Reseller Permit Number: _____

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

   _____

   _____

   _____

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

   _____

   _____

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

   ☐ Yes ☐ No

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

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

Authorized Signature: _____ Date: _____

Printed Name and Title: _____

TECHNICAL SPECIFICATIONS

FOR: State Highway 158 & Sinclair Avenue Intersection Improvement

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 October 2023

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 the State Highway 158 & Sinclair Avenue Intersection Improvement to be performed as outlined in the Plans and Specifications, which are necessary to satisfactorily complete the work.

The project will include the removal, replacement, and installation of existing and proposed storm drain and paving infrastructure and appurtenances including all necessary mobilization, saw-cutting, pavement removal, excavation, embankment, embedment, backfill, subgrade preparation, flexible base placement, compaction, form work, pavement placement, sidewalk placement, concrete joint sealing, as well as erosion control, traffic control, stabilization, coordination with City of Midland staff and organizations such as TxDOT, OSHA, franchise utilities, etc. as needed, One Call (Texas 811) notifications for pending work, notifications to adjacent property owners as directed by City of Midland staff, and all other work to be performed as outlined in the Construction Drawings and Specifications, to satisfactorily complete the work.

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

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

2. ORDER OF PRECEDENCE:

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

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

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

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

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

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

3. EXAMINATION OF SITE:

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

4. PAYMENT:

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

Payment will be made for material installed, not for material delivery, for all Proposal Bid Items except those specifically listed below, which will be the only Proposal Bid Items to be paid upon material delivery for this project:

Storm Drain Bid Items: 1-3, 6 & 7

Retainage will apply the same to all bid items and invoices regardless of whether an invoice is for bid items paid upon material delivery or not.

Any and all payments for bid items that are paid upon material delivery are paid with the expectation that the material will be installed per the construction drawings and specifications, and that the material delivered will be protected and kept in good condition by the Contractor until it is installed. Material that is not property stored or protected and becomes weathered or damaged before installation must be replaced with new material meeting the standards and requirements of the construction drawings and specifications before it can be installed, and this will be done by the Contactor at no additional cost to the City of Midland.

5. SAFETY REQUIREMENTS:

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

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.

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 120 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.

Form Revised October 2023

CONTRACT

THE STATE OF TEXAS §

COUNTY OF MIDLAND §

THIS CONTRACT, made and entered into this 10th day of April, 2024, 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 Reece Albert Inc of the City San Angelo, County of Tom Green County, State of TX, 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: State Highway 158 & Sinclair Avenue Intersection Improvement 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 180 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: $3,691,710.55 .

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 Merritt Blong, Mayor

ATTEST:

_____
Marcia Bentely-German, 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 Reece Albert 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 October 2023

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

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:

State Highway 158 & Sinclair Avenue Intersection Improvement
P23-02

Base Bid: Miscellaneous Items				
Item No.	Quantity	Description	Unit Price	Total Amount
1)	4 MO	Mobilization, furnished, installed, complete and in place, for the sum of: One hundred fifty one thousand eight hundred twenty dollars and No cents per month. (Pay Note M1)	$ 151,820.00	$ 607,280.00
2)	4 MO	Erosion/Sediment Control, furnished, installed, complete and in place, for the sum of: One thousand four hundred seventy dollars and No cents per month. (Pay Note M2)	$ 1,470.00	$ 5,880.00
3)	4 MO	Job Site Safety, furnished, installed, complete and in place, for the sum of: One thousand one hundred twenty dollars and No cents per month. (Pay Note M3)	$ 1,120.00	$ 4,480.00
4)	4 MO	Traffic Control, furnished, installed, complete and in place, for the sum of: Twenty seven thousand five hundred dollars and No cents per month. (Pay Note M4)	$ 27,500.00	$ 110,000.00
5)	N/A	Material Mark-up, complete and in place, for the sum of: Fifteen percent. (Pay Note M5)	% 15	$ N/A

Base Bid: Miscellaneous Items				
Item No.	Quantity	Description	Unit Price	Total Amount
6)	N/A	Labor Mark-up (Regular Work Hours), complete and in place, for the sum of: Fifteen percent. (Pay Note M6)	% 15	$ N/A
7)	N/A	Equipment Rental Mark-up (Non-Standard Equipment Only), complete and in place, for the sum of: Fifteen percent. (Pay Note M7)	% 15	$ N/A
Total Miscellaneous Items 1-7		$ 727,640.00		

Base Bid: Demolition Items				
Item No.	Quantity	Description	Unit Price	Total Amount
1)	7.4 AC	Preparation of Right-of-Way, complete and in place, for the sum of: One thousand eight hundred dollars and No cents per acre. (Pay Note D1)	$ 1,800.00	$ 13,320.00
2)	8,855 SY	Unclassified Roadway Excavation (Depth ≤ 24"), complete and in place, for the sum of: Four dollars and Ninety five cents per square yard. (Pay Note D2)	$ 4.95	$ 43,832.25
3)	11,455 SY	Removal & Dispose of Existing Unclassified Pavement, complete and in place, for the sum of: Six dollars and eighty five cents per square yard. (Pay Note D3)	$ 6.85	$ 78,466.75
4)	810 SY	2" Milling Unclassified Asphalt Pavement, complete and in place, for the sum of: Four dollars and ninety five cents per square yard. (Pay Note D4)	$ 4.95	$ 4,009.50
5)	370 SY	Removal & Dispose of Existing Unclassified Concrete Pavement, complete and in place, for the sum of: Forty dollars and Ninety five cents per square yard. (Pay Note D5)	$ 40.95	$ 15,151.50
6)	1,607 LF	Removal & Dispose of Existing Concrete Curb & Gutter, complete and in place, for the sum of: Nine dollars and ten cents per linear foot. (Pay Note D6)	$ 9.10	$ 14,623.70
7)	23 SY	Removal & Disposal of Existing Median Landscape Area (Decorative Concrete & Rock), complete and in place, for the sum of: Four hundred thirty three dollars and No cents per square yard. (Pay Note D7)	$ 433.00	$ 9,959.00

Base Bid: Demolition Items				
Item No.	Quantity	Description	Unit Price	Total Amount
8)	1 EA	Removal & Disposal of Existing Sign, complete and in place, for the sum of: Seven hundred fifty five dollars and No cents per each. (Pay Note D8)	$ 755.00	$ 755.00
Total Demolition Items 1-8		$ 180,117.70		

Base Bid: Storm Drain Items				
Item No.	Quantity	Description	Unit Price	Total Amount
1)	180 LF	24" Reinforced Concrete Pipe (RCP), Storm Drain, furnished, installed, complete and in place, for the sum of: Three hundred forty seven dollars and twenty cents per linear foot. (Pay Note SD1)	$ 347.20	$ 62,496.00
2)	467 LF	24" ASTM F2619, HDPE, Storm Drain, furnished, installed, complete and in place, for the sum of: Two hundred fifty seven dollars and sixty cents per linear foot. (Pay Note SD1)	$ 257.60	$ 120,299.20
3)	1 EA	Pipe Anchors & Runners for Concrete Headwall, furnished, installed, complete and in place, for the sum of: Four thousand two hundred fifty six dollars and No cents per each. (Pay Note SD2)	$ 4,256.00	$ 4,256.00
4)	148 SY	6" Concrete Flume, furnished, installed, complete and in place, for the sum of: One hundred fifty four dollars and No cents per square yard. (Pay Note SD3)	$ 154.00	$ 22,792.00
5)	138 SY	12" Rock Rip-Rap, furnished, installed, complete and in place, for the sum of: Three hundred sixty four dollars and seventy five cents per square yard. (Pay Note SD4)	$ 364.75	$ 50,335.50
6)	1 EA	5' X 5' Precast Concrete Area Zone Drain, furnished, installed, complete and in place, for the sum of: Fifteen thousand six hundred eighty dollars and No cents per square yard. (Pay Note SD5)	$ 15,680.00	$ 15,680.00
7)	1 EA	5' X 5' Precast Concrete Area Zone Drain, furnished, installed, complete and in place, for the sum of: Fifteen thousand six hundred eighty dollars and No cents per square yard. (Pay Note SD5)	$ 15,680.00	$ 15,680.00
Total Storm Drain Items 1-7		$ 291,538.70		

Base Bid: Paving Items				
Item No.	Quantity	Description	Unit Price	Total Amount
1)	21,284 SY	Subgrade Preparation (Depth ≤ 8"), furnished, installed, complete and in place, for the sum of: Two dollars and No cents per square yard. (Pay Note P1)	$ 2.00	$ 42,568.00
2)	1,295 TON	2" 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 seventy four dollars and No cents per ton. (Pay Note P4)	$ 174.00	$ 225,330.00
3)	4849 SY	7.5" SP-B (PG 70-22, SAC B), furnished, installed, complete and in place, for the sum of: Sixty eight dollars and seventy cents per square yard. (Pay Note P2)	$ 68.70	$ 333,126.30
4)	1,214 TON	3" 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 eighty five dollars and No cents per ton. (Pay Note P3)	$ 185.00	$ 224,590.00
5)	140 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: Two hundred eighty dollars and No cents per ton. (Pay Note P3)	$ 280.00	$ 39,200.00
6)	209 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: Two hundred twenty eight dollars and No cents per ton. (Pay Note P4)	$ 228.00	$ 47,652.00
7)	11,754 SY	5" Flex Base (Type A, Grade 4, 5), furnished, installed, complete and in place, for the sum of: Eight dollars and forty cents per square yard. (Pay Note P5)	$ 8.40	$ 98,733.60

Base Bid: Paving Items				
Item No.	Quantity	Description	Unit Price	Total Amount
8)	1264 SY	12" Flexible Base (Type A, Grade 4), furnished, installed, complete and in place, for the sum of: Thirty six dollars and fifty cents per square yard. (Pay Note P6)	$ 36.50	$ 46,136.00
9)	4,075 GAL	Bituminous Prime Coat (MC-30, 0.20 Gal / SY), furnished, installed, complete and in place, for the sum of: Six dollars and No cents per gallon. (Pay Note P7)	$ 6.00	$ 24,450.00
10)	2,038 GAL	Tack Coat (MC-30, 0.10 Gal / SY), furnished, installed, complete and in place, for the sum of: Six dollars and No cents per gallon. (Pay Note P8)	$ 6.00	$ 12,228.00
11)	2,239 SY	4" Concrete Median, furnished, installed, complete and in place, for the sum of: One hundred nine dollars and forty cents per square yard. (Pay Note P9)	$ 109.40	$ 244,946.60
12)	358 SY	6" Concrete Fillet, furnished, installed, complete and in place, for the sum of: One hundred thirty three dollars and seventy five cents per square yard. (Pay Note P10)	$ 133.75	$ 47,882.50
13)	307 SY	6" Concrete Valley Gutter, furnished, installed, complete and in place, for the sum of: One hundred thirty four dollars and thirty cents per square yard. (Pay Note P11)	$ 134.30	$ 41,230.10
14)	24 SY	Concrete Scupper, furnished, installed, complete and in place, for the sum of: Four thousand forty dollars and No cents per square yard. (Pay Note P12)	$ 4,040.00	$ 96,960.00

Base Bid: Paving Items				
Item No.	Quantity	Description	Unit Price	Total Amount
15)	2,871 LF	Type A Concrete Curb & Gutter, furnished, installed, complete and in place, for the sum of: Thirty three dollars and sixty cents per linear foot. (Pay Note P13)	$ 33.60	$ 96,465.60
16)	5,013 LF	Ribbon Curb for Median, furnished, installed, complete and in place, for the sum of: Thirty one dollars and ten cents per linear foot. (Pay Note P14)	$ 31.10	$ 155,904.30
17)	93 SY	Concrete Pedestrian Access Ramp, furnished, installed, complete and in place, for the sum of: Two hundred sixty two dollars and No cents per square yard. (Pay Note P15)	$ 262.00	$ 24,366.00
18)	983 SY	4" Concrete Sidewalk, furnished, installed, complete and in place, for the sum of: Twenty two dollars and forty five cents per square yard. (Pay Note P16)	$ 22.45	$ 22,068.35
Total Paving Items 1-18		$ 1,823,837.35		

Base Bid: Water Items				
Item No.	Quantity	Description	Unit Price	Total Amount
1)	20 LF	12" AWWA C-900 DR18, PVC, Water Main, furnished, installed, complete and in place, for the sum of: One hundred ninety six dollars and No cents per linear foot. (Pay Note W1)	$ 196.00	$ 3,920.00
2)	1 EA	30"x12" Tapping Sleeve furnished, installed, complete and in place, for the sum of: Twenty three thousand five hundred twenty dollars and No cents per each. (Pay Note W2)	$ 23,520.00	$ 23,520.00
3)	1 EA	12" Cap, furnished, installed, complete and in place, for the sum of: Eight hundred ninety six dollars and No cents per each. (Pay Note W3)	$ 896.00	$ 896.00
4)	1 EA	12" Gate Valve & Box (MJxMJ/FL), furnished, installed, complete and in place, for the sum of: Five thousand four hundred eighty eight dollars and No cents per each. (Pay Note W4)	$ 5,488.00	$ 5,488.00
Total Water Items 1-4		$ 33,824.00		

Base Bid: Traffic Items				
Item No.	Quantity	Description	Unit Price	Total Amount
1)	7,576 LF	Retroreflectorized Pavement Markings, TxDOT Item 666 (6" White, Solid), furnished, installed, complete and in place, for the sum of: Two dollars and twenty four cents per linear foot. (Pay Note T1)	$ 2.24	$ 16,970.24
2)	3,575 LF	Retroreflectorized Pavement Markings, TxDOT Item 666 (6" White, Broken), furnished, installed, complete and in place, for the sum of: Two dollars and twenty four cents per linear foot. (Pay Note T1)	$ 2.24	$ 8,008.00
3)	849 LF	Retroreflectorized Pavement Markings, TxDOT Item 666 (6" Yellow, Solid), furnished, installed, complete and in place, for the sum of: Two dollars and twenty four cents per linear foot. (Pay Note T)	$ 2.24	$ 1,901.76
4)	79 LF	Retroreflectorized Pavement Markings, TxDOT (24" Yellow), furnished, installed, complete and in place, for the sum of: Twenty two dollars and forty cents per linear foot. (Pay Note T1)	$ 22.40	$ 1,769.60
5)	164 LF	Retroreflectorized Pavement Markings, TxDOT (24" White), furnished, installed, complete and in place, for the sum of: Twenty two dollars and forty cents per linear foot. (Pay Note T1)	$ 22.40	$ 3,673.60
6)	16 EA	Retroreflectorized Pavement Markings, TxDOT (24" White, Arrow), furnished, installed, complete and in place, for the sum of: Five hundred four dollars and No cents per linear foot. (Pay Note T2)	$ 504.00	$ 8,064.00

Base Bid: Traffic Items				
Item No.	Quantity	Description	Unit Price	Total Amount
7)	244 LF	Retroreflective Pavement Markings, TXDOT Item 666-Crosswalk Striping, furnished, installed, complete and in place, for the sum of: Twenty two dollars and Forty cents per each. (Pay Note T1)	$ 22.40	$ 5,465.60
8)	1 LS	Intersection Signals & Electrical [State Highway 158 & Sinclair Avenue], furnished, installed, complete and in place, for the sum of: Five hundred eighty eight thousand nine hundred dollars and No cents per lump sum. (Pay Note T3)	$ 588,900.00	$ 588,900.00
Total Traffic Items 1-8		$ 634,752.80		

Bid Price For:	
1. Miscellaneous Items	$ 727,640.00
2. Demolition Items	$ 180,117.70
3. Water Items	$ 33,824.00
4. Wastewater Items	$ N/A
5. Storm Drain Items	$ 291,538.70
6. Paving Items	$ 1,823,837.35
7. Traffic Items	$ 634,752.80
Total Price	$ 3,691,710.55

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

Three million six hundred ninety one thousand seven hundred ten dollars and fifty five 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 180 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

xxxxxxxxxxx Five Percent of Greatest Amount Bid xxxxxxxxxx dollars and No cents total. ($ 5% of GAB)

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.

Reece Albert, Inc.
Name of Contractor

Submitted By | Mike Hester Estimator
Print Name and Title

P.O. Box 3238
Mailing Address

Midland, Texas 79702
City | State | Zip

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.**

Reece Albert, Inc.

2 [X] **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.**

None

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

11/29/2023

Date

REECALB-01 BKNEPPER

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 11/28/2023

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: Blake Knepper
American Global LLC 25700 I-45 North Suite 140 Spring, TX 77386	PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS: blake.knepper@americanglobal.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Phoenix Insurance Company	25623
INSURER B : StarStone Specialty Insurance Company	44776
INSURER C : Texas Mutual Insurance Company	22945
INSURER D :	
INSURER E :	
INSURER F :	

INSURED

Reece Albert, Inc.; CSA Materials, Inc.; Arroyo Angelo, Inc.
P O Box 62030
San Angelo, TX 76906

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT X LOC OTHER:	X	X	DT-CO-5469B771-PHX-23	9/1/2023	9/1/2024	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 2,000,000 $ 300,000 $ 10,000 $ 2,000,000 $ 4,000,000 $ 4,000,000
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY / SCHEDULED AUTOS X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY	X	X	810-4D550799-23	9/1/2023	9/1/2024	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 2,000,000 $ $ $
B	UMBRELLA LIAB X OCCUR X EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 0	X	X	CSX00058789Q-00	9/1/2023	9/1/2024	EACH OCCURRENCE AGGREGATE	$ 5,000,000 $ 5,000,000 $ 5,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	X	0002051358	9/1/2023	9/1/2024	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: COM - SH 158 & Sinclair Ave Intersection
Additional Insured and Waiver of Subrogation apply to the General Liability, Auto Liability, Umbrella policies per the attached endorsements. Waiver of Subrogation applies to the Workers Compensation policy per the attached endorsement if permissable by law. A notice of cancellation applies per the attached endorsement(s)

CERTIFICATE HOLDER

City of Midland
Attn: Purchasing Department
300 N. Loraine Street
Midland, TX 79701

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

American Global LLC

ACORD 25 (2016/03)

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED – AUTOMATIC STATUS IF REQUIRED BY WRITTEN CONTRACT (CONTRACTORS)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

The following is added to **SECTION II – WHO IS AN INSURED**:

Any person or organization that:

a. You agree in a written contract or agreement to include as an additional insured on this Coverage Part; and

b. Has not been added as an additional insured for the same project by attachment of an endorsement under this Coverage Part which includes such person or organization in the endorsement's schedule;

is an insured, but:

a. Only with respect to liability for "bodily injury" or "property damage" that occurs, or for "personal injury" caused by an offense that is committed, subsequent to the signing of that contract or agreement and while that part of the contract or agreement is in effect; and

b. Only as described in Paragraph **(1)**, **(2)** or **(3)** below, whichever applies:

(1) If the written contract or agreement specifically requires you to provide additional insured coverage to that person or organization by the use of:

(a) The Additional Insured – Owners, Lessees or Contractors – (Form B) endorsement CG 20 10 11 85; or

(b) Either or both of the following: the Additional Insured – Owners, Lessees or Contractors – Scheduled Person Or Organization endorsement CG 20 10 10 01, or the Additional Insured – Owners, Lessees or Contractors – Completed Operations endorsement CG 20 37 10 01;

the person or organization is an additional insured only if the injury or damage arises out of "your work" to which the written contract or agreement applies;

(2) If the written contract or agreement specifically requires you to provide additional insured coverage to that person or organization by the use of:

(a) The Additional Insured – Owners, Lessees or Contractors – Scheduled Person or Organization endorsement CG 20 10 07 04 or CG 20 10 04 13, the Additional Insured – Owners, Lessees or Contractors – Completed Operations endorsement CG 20 37 07 04 or CG 20 37 04 13, or both of such endorsements with either of those edition dates; or

(b) Either or both of the following: the Additional Insured – Owners, Lessees or Contractors – Scheduled Person Or Organization endorsement CG 20 10, or the Additional Insured – Owners, Lessees or Contractors – Completed Operations endorsement CG 20 37, without an edition date of such endorsement specified;

the person or organization is an additional insured only if the injury or damage is caused, in whole or in part, by acts or omissions of you or your subcontractor in the performance of "your work" to which the written contract or agreement applies; or

(3) If neither Paragraph **(1)** nor **(2)** above applies:

(a) The person or organization is an additional insured only if, and to the extent that, the injury or damage is caused by acts or omissions of you or your subcontractor in the performance of "your work" to which the written contract or agreement applies; and

(b) Such person or organization does not qualify as an additional insured with respect to the independent acts or omissions of such person or organization.

The insurance provided to such additional insured is subject to the following provisions:

a. If the Limits of Insurance of this Coverage Part shown in the Declarations exceed the minimum limits required by the written contract or agreement, the insurance provided to the additional insured will be limited to such minimum required limits. For the purposes of determining whether

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this limitation applies, the minimum limits required by the written contract or agreement will be considered to include the minimum limits of any Umbrella or Excess liability coverage required for the additional insured by that written contract or agreement. This provision will not increase the limits of insurance described in Section **III** – Limits Of Insurance.

b. The insurance provided to such additional insured does not apply to:

(1) Any "bodily injury", "property damage" or "personal injury" arising out of the providing, or failure to provide, any professional architectural, engineering or surveying services, including:

(a) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders or change orders, or the preparing, approving, or failing to prepare or approve, drawings and specifications; and

(b) Supervisory, inspection, architectural or engineering activities.

(2) Any "bodily injury" or "property damage" caused by "your work" and included in the "products-completed operations hazard" unless the written contract or agreement specifically requires you to provide such coverage for that additional insured during the policy period.

c. The additional insured must comply with the following duties:

(1) Give us written notice as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, such notice should include:

(a) How, when and where the "occurrence" or offense took place;

(b) The names and addresses of any injured persons and witnesses; and

(c) The nature and location of any injury or damage arising out of the "occurrence" or offense.

(2) If a claim is made or "suit" is brought against the additional insured:

(a) Immediately record the specifics of the claim or "suit" and the date received; and

(b) Notify us as soon as practicable and see to it that we receive written notice of the claim or "suit" as soon as practicable.

(3) Immediately send us copies of all legal papers received in connection with the claim or "suit", cooperate with us in the investigation or settlement of the claim or defense against the "suit", and otherwise comply with all policy conditions.

(4) Tender the defense and indemnity of any claim or "suit" to any provider of other insurance which would cover such additional insured for a loss we cover. However, this condition does not affect whether the insurance provided to such additional insured is primary to other insurance available to such additional insured which covers that person or organization as a named insured as described in Paragraph **4.**, Other Insurance, of Section **IV** – Commercial General Liability Conditions.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

XTEND ENDORSEMENT FOR CONTRACTORS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

GENERAL DESCRIPTION OF COVERAGE – This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to this Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

A. Who Is An Insured – Unnamed Subsidiaries

B. Blanket Additional Insured – Governmental Entities – Permits Or Authorizations Relating To Operations

C. Incidental Medical Malpractice

D. Blanket Waiver Of Subrogation

E. Contractual Liability – Railroads

F. Damage To Premises Rented To You

PROVISIONS

A. WHO IS AN INSURED – UNNAMED SUBSIDIARIES

The following is added to **SECTION II – WHO IS AN INSURED**:

Any of your subsidiaries, other than a partnership, joint venture or limited liability company, that is not shown as a Named Insured in the Declarations is a Named Insured if:

a. You are the sole owner of, or maintain an ownership interest of more than 50% in, such subsidiary on the first day of the policy period; and

b. Such subsidiary is not an insured under similar other insurance.

No such subsidiary is an insured for "bodily injury" or "property damage" that occurred, or "personal and advertising injury" caused by an offense committed:

a. Before you maintained an ownership interest of more than 50% in such subsidiary; or

b. After the date, if any, during the policy period that you no longer maintain an ownership interest of more than 50% in such subsidiary.

For purposes of Paragraph **1.** of Section **II** – Who Is An Insured, each such subsidiary will be deemed to be designated in the Declarations as:

a. An organization other than a partnership, joint venture or limited liability company; or

b. A trust;

as indicated in its name or the documents that govern its structure.

B. BLANKET ADDITIONAL INSURED – GOVERNMENTAL ENTITIES – PERMITS OR AUTHORIZATIONS RELATING TO OPERATIONS

The following is added to **SECTION II – WHO IS AN INSURED**:

Any governmental entity that has issued a permit or authorization with respect to operations performed by you or on your behalf and that you are required by any ordinance, law, building code or written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" arising out of such operations.

The insurance provided to such governmental entity does not apply to:

a. Any "bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the governmental entity; or

b. Any "bodily injury" or "property damage" included in the "products-completed operations hazard".

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C. INCIDENTAL MEDICAL MALPRACTICE

1. The following replaces Paragraph **b.** of the definition of "occurrence" in the **DEFINITIONS** Section:

   b. An act or omission committed in providing or failing to provide "incidental medical services", first aid or "Good Samaritan services" to a person, unless you are in the business or occupation of providing professional health care services.

2. The following replaces the last paragraph of Paragraph **2.a.(1)** of **SECTION II – WHO IS AN INSURED**:

   Unless you are in the business or occupation of providing professional health care services, Paragraphs **(1)(a)**, **(b)**, **(c)** and **(d)** above do not apply to "bodily injury" arising out of providing or failing to provide:

   (a) "Incidental medical services" by any of your "employees" who is a nurse, nurse assistant, emergency medical technician or paramedic; or

   (b) First aid or "Good Samaritan services" by any of your "employees" or "volunteer workers", other than an employed or volunteer doctor. Any such "employees" or "volunteer workers" providing or failing to provide first aid or "Good Samaritan services" during their work hours for you will be deemed to be acting within the scope of their employment by you or performing duties related to the conduct of your business.

3. The following replaces the last sentence of Paragraph **5.** of **SECTION III – LIMITS OF INSURANCE**:

   For the purposes of determining the applicable Each Occurrence Limit, all related acts or omissions committed in providing or failing to provide "incidental medical services", first aid or "Good Samaritan services" to any one person will be deemed to be one "occurrence".

4. The following exclusion is added to Paragraph **2.**, **Exclusions**, of **SECTION I – COVERAGES – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY**:

   Sale Of Pharmaceuticals

   "Bodily injury" or "property damage" arising out of the violation of a penal statute or ordinance relating to the sale of pharmaceuticals committed by, or with the knowledge or consent of, the insured.

5. The following is added to the **DEFINITIONS** Section:

   "Incidental medical services" means:

   a. Medical, surgical, dental, laboratory, x-ray or nursing service or treatment, advice or instruction, or the related furnishing of food or beverages; or

   b. The furnishing or dispensing of drugs or medical, dental, or surgical supplies or appliances.

6. The following is added to Paragraph **4.b.**, **Excess Insurance**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

   This insurance is excess over any valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to any of your "employees" for "bodily injury" that arises out of providing or failing to provide "incidental medical services" to any person to the extent not subject to Paragraph **2.a.(1)** of Section **II** – Who Is An Insured.

D. BLANKET WAIVER OF SUBROGATION

The following is added to Paragraph **8.**, **Transfer Of Rights Of Recovery Against Others To Us**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

If the insured has agreed in a contract or agreement to waive that insured's right of recovery against any person or organization, we waive our right of recovery against such person or organization, but only for payments we make because of:

a. "Bodily injury" or "property damage" that occurs; or

b. "Personal and advertising injury" caused by an offense that is committed;

subsequent to the execution of the contract or agreement.

E. CONTRACTUAL LIABILITY – RAILROADS

1. The following replaces Paragraph **c.** of the definition of "insured contract" in the **DEFINITIONS** Section:

   c. Any easement or license agreement;

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2. Paragraph **f.(1)** of the definition of "insured contract" in the **DEFINITIONS** Section is deleted.

F. DAMAGE TO PREMISES RENTED TO YOU

The following replaces the definition of "premises damage" in the **DEFINITIONS** Section:

"Premises damage" means "property damage" to:

a. Any premises while rented to you or temporarily occupied by you with permission of the owner; or

b. The contents of any premises while such premises is rented to you, if you rent such premises for a period of seven or fewer consecutive days.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED PERSON OR ORGANIZATION – NOTICE OF CANCELLATION PROVIDED BY US

This endorsement modifies insurance provided under the following:

ALL COVERAGE PARTS INCLUDED IN THIS POLICY

SCHEDULE

CANCELLATION: **Number of Days Notice:** 60

PERSON OR ORGANIZATION:
ANY PERSON OR ORGANIZATION
(CONTINUED ON IL T8 03)

ADDRESS:
THE ADDRESS FOR THAT PERSON
CONTINUED ON IL T8 03
SAN ANGELO
TX
76906

PROVISIONS

If we cancel this policy for any legally permitted reason other than nonpayment of premium, and a number of days is shown for Cancellation in the Schedule above, we will mail notice of cancellation to the person or organization shown in such Schedule. We will mail such notice to the address shown in the Schedule above at least the number of days shown for Cancellation in such Schedule before the effective date of cancellation.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BUSINESS AUTO EXTENSION ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

GENERAL DESCRIPTION OF COVERAGE – This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to the Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Limitations and exclusions may apply to these coverages. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

A. BROAD FORM NAMED INSURED

B. BLANKET ADDITIONAL INSURED

C. EMPLOYEE HIRED AUTO

D. EMPLOYEES AS INSURED

E. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS

F. HIRED AUTO – LIMITED WORLDWIDE COVERAGE – INDEMNITY BASIS

G. WAIVER OF DEDUCTIBLE – GLASS

H. HIRED AUTO PHYSICAL DAMAGE – LOSS OF USE – INCREASED LIMIT

I. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT

J. PERSONAL PROPERTY

K. AIRBAGS

L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS

M. BLANKET WAIVER OF SUBROGATION

N. UNINTENTIONAL ERRORS OR OMISSIONS

PROVISIONS

A. BROAD FORM NAMED INSURED

The following is added to Paragraph **A.1.**, **Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

Any organization you newly acquire or form during the policy period over which you maintain 50% or more ownership interest and that is not separately insured for Business Auto Coverage. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier.

B. BLANKET ADDITIONAL INSURED

The following is added to Paragraph **c.** in **A.1.**, **Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

Any person or organization who is required under a written contract or agreement between you and that person or organization, that is signed and executed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to be named as an additional insured is an "insured" for Covered Autos Liability Coverage, but only for damages to which this insurance applies and only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Section **II**.

C. EMPLOYEE HIRED AUTO

1. The following is added to Paragraph **A.1.**, **Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

An "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in an "employee's" name, with your permission, while performing duties related to the conduct of your business.

2. The following replaces Paragraph **b.** in **B.5.**, **Other Insurance**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

b. For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:

(1) Any covered "auto" you lease, hire, rent or borrow; and

(2) Any covered "auto" hired or rented by your "employee" under a contract in an "employee's" name, with your

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permission, while performing duties related to the conduct of your business.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

D. EMPLOYEES AS INSURED

The following is added to Paragraph **A.1., Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

E. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS

1. The following replaces Paragraph **A.2.a.(2)**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

   (2) Up to $3,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.

2. The following replaces Paragraph **A.2.a.(4)**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

   (4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to $500 a day because of time off from work.

F. HIRED AUTO – LIMITED WORLDWIDE COVERAGE – INDEMNITY BASIS

The following replaces Subparagraph **(5)** in Paragraph **B.7., Policy Period, Coverage Territory**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

(5) Anywhere in the world, except any country or jurisdiction while any trade sanction, embargo, or similar regulation imposed by the United States of America applies to and prohibits the transaction of business with or within such country or jurisdiction, for Covered Autos Liability Coverage for any covered "auto" that you lease, hire, rent or borrow without a driver for a period of 30 days or less and that is not an "auto" you lease, hire, rent or borrow from any of your "employees", partners (if you are a partnership), members (if you are a limited liability company) or members of their households.

(a) With respect to any claim made or "suit" brought outside the United States of America, the territories and possessions of the United States of America, Puerto Rico and Canada:

(i) You must arrange to defend the "insured" against, and investigate or settle any such claim or "suit" and keep us advised of all proceedings and actions.

(ii) Neither you nor any other involved "insured" will make any settlement without our consent.

(iii) We may, at our discretion, participate in defending the "insured" against, or in the settlement of, any claim or "suit".

(iv) We will reimburse the "insured" for sums that the "insured" legally must pay as damages because of "bodily injury" or "property damage" to which this insurance applies, that the "insured" pays with our consent, but only up to the limit described in Paragraph **C.**, Limits Of Insurance, of SECTION **II** – COVERED AUTOS LIABILITY COVERAGE.

(v) We will reimburse the "insured" for the reasonable expenses incurred with our consent for your investigation of such claims and your defense of the "insured" against any such "suit", but only up to and included within the limit described in Paragraph **C.**, Limits Of Insurance, of SECTION **II** – COVERED AUTOS LIABILITY COVERAGE, and not in addition to such limit. Our duty to make such payments ends when we have used up the applicable limit of insurance in payments for damages, settlements or defense expenses.

(b) This insurance is excess over any valid and collectible other insurance available to the "insured" whether primary, excess, contingent or on any other basis.

(c) This insurance is not a substitute for required or compulsory insurance in any country outside the United States, its territories and possessions, Puerto Rico and Canada.

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You agree to maintain all required or compulsory insurance in any such country up to the minimum limits required by local law. Your failure to comply with compulsory insurance requirements will not invalidate the coverage afforded by this policy, but we will only be liable to the same extent we would have been liable had you complied with the compulsory insurance requirements.

(d) It is understood that we are not an admitted or authorized insurer outside the United States of America, its territories and possessions, Puerto Rico and Canada. We assume no responsibility for the furnishing of certificates of insurance, or for compliance in any way with the laws of other countries relating to insurance.

G. WAIVER OF DEDUCTIBLE – GLASS

The following is added to Paragraph **D., Deductible**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

No deductible for a covered "auto" will apply to glass damage if the glass is repaired rather than replaced.

H. HIRED AUTO PHYSICAL DAMAGE – LOSS OF USE – INCREASED LIMIT

The following replaces the last sentence of Paragraph **A.4.b., Loss Of Use Expenses**, of **SECTION III – PHYSICAL DAMAGE COVERAGE** :

However, the most we will pay for any expenses for loss of use is $65 per day, to a maximum of $750 for any one "accident".

I. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT

The following replaces the first sentence in Paragraph **A.4.a., Transportation Expenses**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

We will pay up to $50 per day to a maximum of $1,500 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type.

J. PERSONAL PROPERTY

The following is added to Paragraph **A.4., Coverage Extensions**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

Personal Property

We will pay up to $400 for "loss" to wearing apparel and other personal property which is:

(1) Owned by an "insured"; and

(2) In or on your covered "auto".

This coverage applies only in the event of a total theft of your covered "auto".

No deductibles apply to this Personal Property coverage.

K. AIRBAGS

The following is added to Paragraph **B.3., Exclusions**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

Exclusion **3.a.** does not apply to "loss" to one or more airbags in a covered "auto" you own that inflate due to a cause other than a cause of "loss" set forth in Paragraphs **A.1.b.** and **A.1.c.**, but only:

a. If that "auto" is a covered "auto" for Comprehensive Coverage under this policy;

b. The airbags are not covered under any warranty; and

c. The airbags were not intentionally inflated.

We will pay up to a maximum of $1,000 for any one "loss".

L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS

The following is added to Paragraph **A.2.a.**, of **SECTION IV – BUSINESS AUTO CONDITIONS** :

Your duty to give us or our authorized representative prompt notice of the "accident" or "loss" applies only when the "accident" or "loss" is known to:

(a) You (if you are an individual);

(b) A partner (if you are a partnership);

(c) A member (if you are a limited liability company);

(d) An executive officer, director or insurance manager (if you are a corporation or other organization); or

(e) Any "employee" authorized by you to give notice of the "accident" or "loss".

M. BLANKET WAIVER OF SUBROGATION

The following replaces Paragraph **A.5., Transfer Of Rights Of Recovery Against Others To Us**, of **SECTION IV – BUSINESS AUTO CONDITIONS** :

5. Transfer Of Rights Of Recovery Against Others To Us

We waive any right of recovery we may have against any person or organization to the extent required of you by a written contract signed and executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of operations contemplated by

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PACKET 10 91 April 9, 2024

such contract. The waiver applies only to the person or organization designated in such contract.

N. UNINTENTIONAL ERRORS OR OMISSIONS

The following is added to Paragraph **B.2., Concealment, Misrepresentation, Or Fraud**, of **SECTION IV – BUSINESS AUTO CONDITIONS** :

The unintentional omission of, or unintentional error in, any information given by you shall not prejudice your rights under this insurance. However this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EARLIER NOTICE OF CANCELLATION/NONRENEWAL PROVIDED BY US – TEXAS

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

SCHEDULE

CANCELLATION:	Number of Days Notice: 60
WHEN WE DO NOT RENEW (Nonrenewal):	Number of Days Notice: 60

PROVISIONS:

A. For any statutorily permitted reason other than nonpayment of premium, the number of days required for notice of cancellation, as provided in the CONDITIONS Section of this insurance, or as amended by any applicable state cancellation endorsement applicable to this insurance, is increased to the number of days shown in the SCHEDULE above.

B. For any statutorily permitted reason other than nonpayment of premium, the number of days required for notice of When We Do Not Renew (Nonrenewal), as provided in the CONDITIONS Section of this insurance, or as amended by any applicable state When We Do Not Renew (Nonrenewal) endorsement applicable to this insurance, is increased to the number of days shown in the SCHEDULE above.

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TexasMutual®
WORKERS' COMPENSATION INSURANCE

WORKERS' COMPENSATION AND EMPLOYERS LIABILITY POLICY

WC 42 03 04 B
Insured copy

TEXAS WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

This endorsement applies only to the insurance provided by the policy because Texas is shown in item 3.A. of the Information Page.

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule, but this waiver applies only with respect to bodily injury arising out of the operations described in the schedule where you are required by a written contract to obtain this waiver from us.

This endorsement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

The premium for this endorsement is shown in the Schedule.

Schedule

1. ( ) Specific Waiver
   Name of person or organization
   (X) Blanket Waiver
   Any person or organization for whom the Named Insured has agreed by written contract to furnish this waiver.

2. Operations: All Texas operations
3. Premium:
   The premium charge for this endorsement shall be **2.00** percent of the premium developed on payroll in connection with work performed for the above person(s) or organization(s) arising out of the operations described.
4. Advance Premium: Included, see Information Page

This endorsement changes the policy to which it is attached effective on the inception date of the policy unless a different date is indicated below.
(The following "attaching clause" need be completed only when this endorsement is issued subsequent to preparation of the policy.)
This endorsement, effective on 9/1/23 **at 12:01 a.m.** standard time, forms a part of:

Policy no. 0002051358 of Texas Mutual Insurance Company effective on 9/1/23

Issued to: REECE ALBERT INC

This is not a bill

Authorized representative

8/13/23

NCCI Carrier Code: 29939

PO Box 12058, Austin, TX 78711-2058
texasmutual.com | (800) 859-5995 | Fax (800) 359-0650

TexasMutual®
WORKERS' COMPENSATION INSURANCE

WORKERS' COMPENSATION AND EMPLOYERS LIABILITY POLICY

WC 42 06 01
Insured copy

TEXAS NOTICE OF MATERIAL CHANGE ENDORSEMENT

This endorsement applies only to the insurance provided by the policy because Texas is shown in Item 3.A. of the Information Page.

In the event of cancellation or other material change of the policy, we will mail advance notice to the person or organization named in the Schedule. The number of days advance notice is shown in the Schedule.

This endorsement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

1. Number of days advance notice:	30
2. Notice will be mailed to:	PER LIST ON FILE

This endorsement changes the policy to which it is attached effective on the inception date of the policy unless a different date is indicated below.
(The following "attaching clause" need be completed only when this endorsement is issued subsequent to preparation of the policy.)
This endorsement, effective on 9/1/23 **at 12:01 a.m.** standard time, forms a part of:

Policy no. 0002051358 of Texas Mutual Insurance Company effective on 9/1/23

Issued to: REECE ALBERT INC

This is not a bill

Authorized representative

NCCI Carrier Code: 29939

PACKET 10.95 April 9, 2024 8/13/23

PO Box 12058, Austin, TX 78711-2058
texasmutual.com | (800) 859-5995 | Fax (800) 359-0650

BID BOND

THE STATE OF TEXAS §

COUNTY OF MIDLAND §

SURETY NO _____

KNOW ALL MEN BY THESE PRESENTS, THAT REECE ALBERT, INC. (Hereinafter called the Principal), as Principal, and CONTINENTAL CASUALTY COMPANY (Hereinafter called the Surety, as Surety, are held and firmly bound unto the City of Midland, Texas a home rule municipal corporation of Midland County, Texas, (hereinafter called the Obligee), in the amount of FIVE PERCENT OF THE GREATES AMOUNT 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 State Highway 158 & Sinclair Avenue Intersection Improvement .

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 15th day of NOVEMBER, 2023.

REECE ALBERT, INC.
Principal

By _____

Address P. O. BOX 3238

MIDLAND, TEXAS 79701-3238

CONTINENTAL CASUALTY COMPANY
Surety

By _____
MARLA HILL, ATTORNEY-IN-FACT

Address P. O. BOX 54020

LUBBOCK, TEXAS 79453

APPROVED AS TO FORM:

_____
City Attorney

NOTE: Attach Power of Attorney

Form Revised October 2023

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

Howard Cowan, Marla Hill, Individually

of Lubbock, 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, 2021.

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, 2021, 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.

M. BENT
SEAL NOTARY PUBLIC SOUTH DAKOTA SEAL

My Commission Expires March 2, 2026

M. Bent — 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 **15th** day of **NOVEMBER**, **2023**.

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. "

MIDLAND
Engineering Services

ADDENDUM # 1

Project Number #P23-02

TO ALL BIDDERS ON THE SUBJECT BID: The State Highway 158 & Sinclair Avenue Intersection Improvement Project

ADDENDUM # 1

DATE: October 31, 2023

1. Traffic Signal Plans

PLEASE RETURN THIS ADDENDUM WITH YOUR BID BY THE CLOSING DATE.

All other terms and conditions shall remain the same.

Reece Albert, Inc.
Company Name

Bidder Authorized Signature

11/29/2023
Date

Mike Hester
Please Print Above Name

432-570-0481
Phone

ADDENDUM # 2
Project Number P23-02

TO ALL BIDDERS ON THE SUBJECT BID: The State Highway 158 & Sinclair Avenue Intersection Improvement Project

ADDENDUM # 2

DATE: November 13, 2023

1. Q/A and Clarification
2. Revised Plan Set
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.

Reece Albert,Inc.
Company Name

Bidder Authorized Signature

11/29/2023
Date

Mike Hester
Please Print Above Name

432-570-0481
Phone

MIDLAND
Engineering Services

ADDENDUM # 3

Project Number P23-02

TO ALL BIDDERS ON THE SUBJECT BID: The State Highway 158 & Sinclair Avenue Intersection Improvement Project

ADDENDUM # 3

DATE: November 21, 2023

1. Q/A and Clarification
2. Updated Bid Proposal
3. Updated Pay Notes
4. Updated Quantity Sheets
5. Updated Cross Section Sheet

PLEASE RETURN THIS ADDENDUM WITH YOUR BID BY THE CLOSING DATE.

All other terms and conditions shall remain the same.

Reece Albert, Inc.
Company Name

Bidder Authorized Signature

11/29/2023
Date

Mike Hester
Please Print Above Name

432-570-0481
Phone

TEC EXCAVATION, INC.

P.O. Box 80455
MIDLAND, TX 79708

PH. 432-682-2619
FAX 432-684-1151

November 29, 2023

Joshua Ferguson
City of Midland
300 N. Loraine
Midland, TX 79701

Project: SH 158 & SINCLAIR AVE. INTERSECTION IMPROVEMENTS

Josh,

As per conditions of the Contract, TEC Excavation, Inc. is currently contracted with Jessie Montez to meet TCEQ requirements on the above-mentioned project.

Jessie Montez
TCEQ Class A Water Operator Licensing Number: W00027888
TCEQ Class C Wastewater Operator Licensing Number: WW0025723

Eric Clutter, Vice-President
TEC Excavation, Inc.

PAY NOTES

State Highway 158 & Sinclair Avenue Intersection Improvement project

Bid Item		Pay Quantity Note
Miscellaneous Items		
1	Mobilization	M1
2	Erosion/Sediment Control	M2
3	Traffic Control	M3
4	Job Site Safety	M4
5	Material Mark-up	M5
6	Labor Mark-up (Regular Work Hours)	M6
7	Equipment Rental Mark-up (Non-Standard Equipment Only)	M7
Demolition Items		
1	Preparation of Right-of-Way	D1
2	Unclassified Roadway Excavation (Depth ≤ 24")	D2
3	Removal & Disposal of Existing Unclassified Pavement	D3
4	2" Milling Unclassified Asphalt Pavement	D4
5	Removal & Disposal of Existing Unclassified Concrete Pavement	D5
6	Removal & Disposal of Existing Concrete Curb & Gutter	D6
7	Removal & Disposal of Existing Median Landscape Area (Decorative Concrete & Rock)	D7
8	Removal & Disposal of Existing Sign	D8
Storm Drain Items		
1	24" Reinforced Concrete Pipe (RCP), Storm Drain	SD1
2	24" ASTM F2619, HDPE, Storm Drain	SD1
3	Reinforced Concrete Headwall	SD2
4	6" Fiber Reinforced Concrete Flume	SD3
5	12" Rock Rip-Rap (D_{50} = 8")	SD4
6	5'x5' Precast Concrete Area Zone Drain	SD5
7	5'x5' Precast Concrete Area Zone Drain	SD5
Paving Items		
1	Subgrade Preparation (Depth ≤ 8")	P1
2	1.5" SMAR-F Pavement	P2
3	8" SP-B (PG 70-22, SAC B)	P3
4	5" Flex Base (Type A, Grade 4, 5)	P4
5	2" Type D HMAC Asphalt Pavement Surface Course (PG70-22, 110 LBS / SY @ 1" Thick)	P5
6	3" Type C HMAC Asphalt Pavement Surface Course (PG64-22, 110 LBS / SY @ 1" Thick)	P6
7	12" Flexible Base (Type A, Grade 4)	P7
8	Bituminous Prime Coat (MC-30, 0.20 Gal / SY)	P8
9	Tack Coat (MC-30, 0.10 Gal / SY)	P9
10	4" Concrete Median	P10
11	6" Concrete Fillet	P11
12	6" Concrete Valley Gutter	P12
13	Concrete Scupper	P13
14	Type A Concrete Curb & Gutter	P14
15	Ribbon Curb for Median	P15
16	Concrete Pedestrian Access Ramp	P16
17	4" Concrete Sidewalk	P17
Traffic Items		
1	Retroreflectorized Pavement Markings, TxDOT Item 666 - Type I (6" White, Solid)	T1
2	Retroreflectorized Pavement Markings, TxDOT Item 666 - Type I (6" White, Broken) (10' / 30')	T1
3	Retroreflectorized Pavement Markings, TxDOT Item 666 - Type I (6" Yellow, Solid/ Solid)	T1
4	Retroreflectorized Pavement Markings, TxDOT Type I (24" Yellow, 40' O.C.)	T1
5	Retroreflectorized Pavement Markings, TxDOT Type I (24" White)	T1
6	Retroreflectorized Pavement Markings, TxDOT Type I (24" White, Arrow)	T2
7	Retroreflective Pavement Markings, TXDOT Item 666 - Crosswalk Striping	T1
8	Intersection Signals & Electrical (State Highway 158 & Sinclair Avenue)	T3

PAY QUANTITY NOTES

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

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

M3 Includes the necessary equipment, labor, materials, and incidentals to implement 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

M4 Includes the necessary equipment, labor, materials, and incidentals to implement the Traffic Control per the approved Traffic Control Plan. Any required traffic control devices are to meet the City of Midland Traffic Division Standards. Measurement and payment to be made per month.

M5 Includes the Material Mark-up for materials and material sizes (pipe, valve, manhole, etc.) required to complete work for improvements not covered by the bid items listed in the Proposal for this project per the construction drawings and the City of Midland standards and specifications. Measurement and payment to be made per the cost of the material in question plus the set percent increase established by this bid item. The Contractor must provide a copy of the invoice for the material cost from the supplier to the Engineer of Record or the City of Midland designee before this bid item may be claimed for any material. This will be applied solely at the discretion of the Engineer of Record or the City of Midland designee.

M6 Includes the Labor Mark-up (Regular Work Hours) for labor required to complete work for improvements not covered by the bid items listed in the Proposal for this project per the construction drawings and the City of Midland standards and specifications. Measurement and payment to be made per the cost of labor in question plus the set percent increase established by this bid item. The Contractor must provide a typical hourly pay rate for work crews prior to the percent increase along with the number of workers on the crew and the number of hours worked by the crew for the project in question to the Engineer of Record or the City of Midland designee before this bid item may be claimed for any labor. This will be applied solely at the discretion of the Engineer of Record or the City of Midland designee.

M7 Includes the Equipment Rental Mark-up (non-standard equipment only) required to complete work for improvements not covered by the bid items listed in the Proposal for this project per the construction drawings and the City of Midland standards

D1 Includes the necessary equipment, labor, materials, and incidentals for Preparation of Right-of-Way per the construction drawings and City of Midland standards and specifications including removal and disposal of all obstructions from the right-of-way and easements where removal of such obstructions is not indicated in the construction drawings, all scraping and preservation of top soil, and including all clearing, grubbing, and appurtenances. Measurement and payment to be made per acre measured along the ground surface.

D2 Includes the necessary equipment, labor, materials, and incidentals for Unclassified Roadway Excavation per the construction drawings and City of Midland standards and specifications including all existing pavement and sub-structure removal, unclassified excavation, material removal, and appurtenances. Measurement and payment to be per square yard measured along the ground surface.

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

D4 Includes the necessary equipment, labor, materials, and incidentals for Milling Unclassified Asphalt Pavement per the construction drawings and City of Midland standards and specifications, including all appurtenances. Pavement material is to

D5 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.

D6 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.

D7 Includes the necessary equipment, labor, materials, and incidentals for the Removal & Disposal of Existing Median Landscape Area (Decorative Concrete & Rock) per the construction drawings and City of Midland standards and specifications, including all appurtenances. Measurement and payment to be made per square yard.

D8 Includes the necessary equipment, labor, materials, and incidentals for the Removal & Disposal of Existing Sign per the construction drawings and City of Midland standards and specifications, including all appurtenances. Measurement and

SD1 Includes the necessary equipment, labor, materials, and incidentals for the installation of Storm Drains per the construction drawings and City of Midland standards and specifications, including all embedment, detector wire, tracer tape, necessary

SD2 Includes the necessary equipment, labor, materials, and incidentals for the installation of a Reinforced Concrete Headwall per the construction drawings and City of Midland standards and specifications, including all forms, reinforcement, placement,

SD3 Includes the necessary equipment, labor, materials, and incidentals for the installation of Fiber Reinforced Concrete Flume per the construction drawings and City of Midland standards and specifications, including all forms, reinforcement, placement,

SD4 Includes the necessary equipment, labor, materials, and incidentals for the installation of Rock Rip-Rap per the construction drawings and City of Midland standards and specifications, including all excavation, erosion control or filter blankets,

SD5 Includes the necessary equipment, labor, materials, and incidentals for the installation of a Precast Concrete Area Zone Drain per the construction drawings and City of Midland standards and specifications, including all embedment, base, forms,

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-rolling, sub-grade reworking, scarifying, compaction, and appurtenances. Measurement and payment to be made per square yard measured along the ground surface.

P2 Include the necessary equipment, labor, materials, and incidentals for the placement of SMAR-F Pavement Surface Course 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.

P3 Include the necessary equipment, labor, materials, and incidentals for the placement of Flex Base (Type A, Grade 4, 5) 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.

P4 Include the necessary equipment, labor, materials, and incidentals for the placement of SP-B (PG 70-22, SAC B) 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.

P5 Includes the necessary equipment, labor, materials, and incidentals for the placement of Type "D" HMAC Asphalt Pavement Surface Course (PG 70-22, 110 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.

P6 Includes the necessary equipment, labor, materials, and incidentals for the placement of Type "C" HMAC Asphalt Pavement Surface Course (PG 64-22, 110 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.

P7 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.

P8 Includes the necessary equipment, labor, materials, and incidentals for application of Bituminous Prime Coat (MC-30, 0.20 GAL / SY) per the construction drawings and City of Midland standards and specifications, including all appurtenances. Measurement and payment to be made per gallon of material applied at the designated rate.

P9 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.

P10 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 square yard measured along the ground surface.

P11 Includes the necessary equipment, labor, materials, and incidentals for placement of Concrete Fillet per the construction drawings and City of Midland standards and specifications including all forming, reinforcement, placement, jointing, sealing, finishing, and appurtenances. Curb section is formed and poured monolithically with fillet and is not a separate bid item. Measurement and payment to be made per square yard measured along the ground surface.

P12 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.

P13 Includes the necessary equipment, labor, materials, and incidentals for the installation of Concrete Scupper per the construction drawings and City of Midland standards and specifications, including all forms, reinforcement, placement, jointing, sealing, finishing, and appurtenances. Scupper railing is installed with scupper and is not a separate bid item. Measurement and payment to be made per square yard measured along the ground surface.

P14 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.

P15 Includes the necessary equipment, labor, materials, and incidentals for placement of Ribbon Curb for Median 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.

P16 Includes the necessary equipment, labor, materials, and incidentals for placement of Concrete Pedestrian Access Ramp 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 square yard measured along the ground surface.

P17 Includes the necessary equipment, labor, materials, and incidentals for placement of Concrete Sidewalk 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 square yard measured along the ground surface.

T1 Includes the necessary equipment, labor, materials, and incidentals for the placement of Retroreflectorized Pavement Markings per the construction drawings and City of Midland standards and specifications, including all appurtenances. Measurement and payment to be made per linear foot placed.

T2 Includes the necessary equipment, labor, materials, and incidentals for the placement of Retroreflective Raised Pavement Markers per the construction drawings and City of Midland standards and specifications, including all appurtenances. Measurement and payment to be made per each marker placed.

T3 Includes the necessary equipment, labor, materials, and incidentals for the placement and installation of all Intersection Signals & Electrical improvements per the construction drawings and City of Midland standards and specifications, including all lights, heads, fixtures, arms, poles, buttons, pedestals, foundations, wiring, cables, boxes, cabinets, and appurtenances. Measurement and payment to be made per lump sum for each street intersection where signal and electrical improvements are made.

City of Midland Specifications

PREPARATION OF RIGHT OF WAY

1. GENERAL

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

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

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

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

2. CONSTRUCTION METHODS

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

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

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

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

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

EXCAVATION, EMBANKMENT AND PREPARATION OF SUBGRADE

1. GENERAL

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

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

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

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

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

2. CONSTRUCTION METHODS

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

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

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

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

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

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

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

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

08/07

CONCRETE CURB AND GUTTER, SIDEWALKS AND DRIVEWAYS,

VALLEY GUTTERS, CENTER DRAINS AND RIP RAP

1. GENERAL

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

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

2. MATERIALS

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

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

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

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

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

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

3. CONSTRUCTION METHODS

GENERAL

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

CURB AND GUTTER

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

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

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

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

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

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

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

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

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

DRIVEWAYS AND ALLEY RETURNS

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

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

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

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

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

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

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

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

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

CONCRETE VALLEY GUTTERS, CENTER DRAINS AND DRAINWAYS

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

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

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

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

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

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

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

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

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

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

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

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

SIDEWALKS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

CONCRETE RIP RAP

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

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

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

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

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

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

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

When no slope grade is given on the plans the slope gradient shall be l:l.

Unless listed separately on the bid proposal, slope pavement shall be measured and paid for as sidewalk.

4. BACKFILL AND CLEANUP

GENERAL

Backfill and clean up are an integral part of the various items covered by this specification and must be completed for each item before that item will be considered for payment.

CONCRETE STRUCTURES WITHIN THE PAVED AREA OF STREETS

Backfill and clean up for concrete structures within the paved areas of streets, alleys, etc. shall receive special attention to assure the integrity of the street pavement.

Structures constructed in previously paved areas shall have sufficient surface removed along with base and subgrade where necessary to set full face forms for the concrete. As soon as the forms are removed all loose material shall be removed from the form trench and the trench filled to the base level with Portland cement stabilized backfill material

consisting of two (2) sacks Portland cement to one (l) cubic yard of caliche base material or one (l) cubic yard "blow sand". When the cement stabilized backfill has cured the pavement edge shall be saw cut to provide true and straight lines and the pavement restored to its original or revised grade using Hot mix asphaltic concrete conforming to the requirements of Section 2-F of these specifications.

For structures constructed on previously prepared subgrade or base course, clean up and backfill shall be considered complete when the subgrade or base course has been made ready to receive the next course.

When a structure is constructed on a finished base course and it is necessary to remove base material to set forms, backfill and cleanup shall be as described for previously paved areas and shall be considered complete when the base course is made ready to receive the surface course or courses.

BACKFILL BEHIND CURBS AND ALONG SIDEWALKS

Backfill behind curbs and along sidewalks that is to be grassed shall be made using good top soil. Top soil shall be free of caliche, rocks, clods, lumps, debris and other objectionable material. This backfill shall be compacted to at least the density of undisturbed adjacent soil but not less than 85% modified proctor.

Backfill behind curbs and along sidewalks that is to receive paving shall be constructed to conform to the base and subgrade of the adjacent paving and shall be compacted to 95% modified proctor. Or the contractor may elect to backfill to the top of the base with two (2) sack cement stabilized backfill.

In undeveloped areas and in areas where no sidewalks exist the contractor shall slope from the back of the curb to a maximum height of 1/4 inch per foot rise from the top of the curb to the property line on a straight line grade. The minimum elevation at the property lines shall be top of curb elevation.

In deeper cut areas slope paving may be required. When slope paving is required it shall be constructed to the lines and grades shown on the plans. Backfill and shaping beyond the slope paving shall be in accord with the applicable portions of this specification.

08/07

CONCRETE CURB AND GUTTER, SIDEWALKS AND DRIVEWAYS **1**

VALLEY GUTTERS, CENTER DRAINS AND RIP RAP **1**

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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".

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FLEXIBLE BASE, CALICHE

1. GENERAL

This item consists of the construction of a caliche flexible base course to the lines, grades and thickness shown on the plans and in accordance with the provisions of the specifications.

Qualification of Material Source - There will be no designated material sources, but the source proposed by the Contractor must be approved by the Engineer. The contractor shall furnish evidence of capability to crush and screen the material with suitable equipment.

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

2. MATERIALS

Material from the approved source shall meet the following requirements when tested in accordance with the referenced testing standards:

Gradation - Tested by ASTM C 136-67 to meet the following gradation limits:

Sieve Size	Percent Passing
1-3/4"	100.0
7/8"	65-90
3/8"	50-70
No. 4	30-60
No. 40	15-35

Liquid Limit and Plasticity Index **-** Tested by ASTM D423-66 and D 424-59.

Liquid Limit - 30.0 Maximum
Plasticity Index - 10.0 Maximum
Triaxial Classification - Tested by Texas Highway Department Method TEX 117-E, Part II - minimum class 3.0.

Source Quality Control - The contractor shall exercise caution in the operation of the material source to prevent the inclusion of inferior materials.

3. CONSTRUCTION

A. The subgrade shall be finished true to the lines and grades as shown on the plans or as established by the Engineer and finished within specified tolerances and properly maintained to prevent drying and/or loosening of the surface.

No base material may be dumped on any subgrade until it has been tested and approved by the Engineer.

B. Flexible caliche base material shall be placed in uniform courses and processed to provide a uniformly mixed base course of the proper moisture content for compaction. The processing and compaction procedure used shall provide a uniform base course compacted to ninety-five percent (95%) modified proctor density (YACHT T180) minimum. The minimum thickness of any one compacted course shall be three inches (3"). The maximum thickness of any one compacted course shall be eight inches (8").

Any soft or segregated spots that appear in the base shall be removed, replaced or reprocessed and recompacted prior to final finishing of the base. The finished base shall conform to the lines and grades as shown on the plans or established by the Engineer. Finished tolerances shall not exceed one half inch (1/2") in ten feet (10').

The finished base shall be primed as soon after finishing as practical and shall be protected until the hot mix asphaltic concrete surface is applied. In no case will prime be applied until the finished base has been approved by the Engineer.

4. TESTING

A. All test for approval of the source shall be performed by a commercial lab selected by the owner and shall be paid for by the contractor.

B. Gradation and soil constants tests (ASTM C-136, D423 and D424) and THD Triaxial Test (THD TEX117-E Part II) will be performed for source approval. Should the appearance, workability or other visual checks indicate a possible change in the material being furnished, the Engineer may require the contractor to retest the material for source approval.

C. Field quality control test will consist of the finish tolerance test and density test.

The finish tolerance test will be performed by the contractor at his expense using a 10' rolling straight edge. This test shall be performed at the direction of the Engineer or his representative. When required, the test shall consist of checking one path in each lane with the rolling straight edge.

Density test will be made by the City or a commercial laboratory chosen by the City using Troxler 3411-B nuclear density gauges or approved equal at the minimum rate of one test for each 1000 square yards of base. In no case shall less than three tests be run on any one area processed as a unit. The City will bear the cost of the first test or set of tests only. If the base fails the first test the contractor, at his own expense, will be required to have all subsequent tests performed by the commercial laboratory chosen by the city.

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.

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2. MATERIALS 1
2.1 Asphalt 1
Viscosity Grade AC-5 1
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3. CONSTRUCTION METHODS 2
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3/2006

PREPARATION OF ASPHALTIC CONCRETE SURFACE FOR OVERLAY OR SEAL COAT

1. GENERAL

This item includes patching, milling and incidentals to prepare the asphaltic concrete surface for tack coating and overlay or for application of a seal coat.

2. MATERIALS

a. Asphalt

Asphalt for hot mix asphaltic concrete shall be Grade ACl0 Texas Highway Department Item 300.

Asphaltic concrete shall be Type D or Type F Texas Highway Department Item 340 except when the overlay is the second phase of phased construction in which case the asphaltic concrete for full depth patching shall be the grade as shown on the plans.

b. Portland Cement Stabilized Base

Cement stabilized base shall conform to Texas Highway Department Item 274 and shall consist of caliche base materials described in Section 2-C of this specification. Stabilized using 2 sacks of Portland cement per cubic yard. Cement stabilized base may be blade mixed at or near the job site if the contractor can produce a uniformly mixed acceptable product by this method.

3. PATCHING

a. Patching Surface Raveling

Where, in the opinion of the engineer, surface raveling has caused sufficient loss of material to require patching, the contractor shall thoroughly clean the area to be patched by brooming, and/or compressed air nozzle. When the patched area is completely free of loose aggregate and other foreign matter the contractor shall lightly brush the area with emulsified asphalt type SS1 and apply Type F hot mix asphaltic concrete. The asphaltic concrete shall be raked using an asphalt rake and finished smooth a little higher than the existing surrounding surface and compacted using a steel wheel roller and/or a pneumatic roller. Rollers shall be sufficient size and weight to achieve

adequate compaction. Small areas may be compacted using vibrating plate compacters when approved by the Engineer.

b. Patching Deteriorated Surface

When, in the opinion of the engineer, the surface has deteriorated to a point where replacement is required the engineer shall mark the area to be removed and replaced. The contractor shall saw cut for the full depth of the asphaltic concrete and remove said pavement. The saw cut shall be rectangular in shape with the edges being parallel to and at 90` to the centerline of the street. The minimum width for any patch shall be one (l') foot. After the surface has been removed the base shall be carefully smoothed and all loose base material shall be removed. When needed the base shall be reprimed using a light shot of RC 250 or MC 30 asphalt. After the prime coat has penetrated the base material, the contractor shall apply tack coat to the sawed edges of the surface and place Type D asphaltic concrete to a sufficient depth above the existing surface to provide a compacted surface slightly higher than the adjacent surface. The patch shall be compacted to a density of 92% to 97% Rice density using steel wheel and or pneumatic rollers.

c. Patching Deteriorated Substructure

When the base and or subgrade have failed and are to be removed, the contractor shall remove the surface as specified for deteriorated surface patching. The weakened base shall be removed to a uniform depth to expose undamaged base or subgrade. The minimum depth of removal shall be six (6") inches. The base and subgrade thus removed shall be replaced with Portland cement stabilize base and compacted to 95% modified proctor density and finished at the level of the abutting base. The finished base shall be primed and the surface replaced as specified for patching deteriorated surface.

4. MILLING

Surface milling shall be accomplished using approved asphalt milling machines. The maximum depth of milling shall be one (l") inch.

Milling shall be as directed by the engineer to remove asphaltic concrete placed at valley gutters, gutters and at the ends of the first phase of phased construction for drainage and to remove the asphaltic concrete placed for a smooth connection between that phase and the existing paving. The Engineer may also direct milling to

remove ridges and ruts that have formed on the pavement surface.

The Contractor shall be responsible for controlling the milling operation so that only these areas which require milling are milled. No measurement or payment will be made for milling where only superficial surface marks are left and from which no material is removed. When milling is required to remove ridges and ruts the low areas between ridges and ruts will be considered as "milled surface" for payment.

If a smooth straight joint can not be made by milling the contractor may be required to saw cut a one (l") inch depth groove at the edge of the milled area and remove material between the saw cut and the milled area by hand. No separate payment will be made for this saw cut when required.

5. MEASUREMENT AND PAYMENT

a. Patching Surface Raveling

Measurement will be made of the actual square footage of surface area patched. Payment will be made at the price bid per square foot for patching surface raveling in the bid proposal.

b. Patching Deteriorated Surface

Measurement will be made of the square yards of street surface replaced.

Payment will be made for the actual number of square yards of street surface replaced at the price bid per square yard for patching deteriorated surface in the bid proposal.

c. Portland Cement Stabilized Base

Measurement will be made of the actual cubic yards of compacted cement stabilized base in place.

Payment will be made at the price per cubic yard bid for compacted in place Portland cement stabilized base in the bid proposal.

d. Saw Cutting

Measurement will be made of the actual length of full depth saw cut made as directed by the engineer. No measurement will be made of the sawing required to square up poor milling edges.

Payment will be made at the price per linear foot of full depth saw cutting for the actual number of feet of saw cut as measured above.

No payment will be made for saw cutting required to square up the edges left by improper, inadequate or poor quality milling.

e. Milling

Measurement will be made of the actual area milled. No measurement will be made of areas where milling leaves only superficial surface marks from which no material was removed.

Payment will be made for the actual number of square yards of surface milling as measured above at the unit price bid per square yard of surface milling in the bid proposal.

SEAL COAT

I. DESCRIPTION

This item shall consist of the application of liquid asphalt to the existing pavement surface followed by placement of cover aggregate and rolled to increase adhesion, together with other operations necessary to form a complete durable seal coat.

II. MATERIALS

A. Asphaltic Materials

The material shall be homogeneous, shall be free from water, shall not foam when heated to 347 degrees F and shall meet the following requirements:

TEST		VISCOSITY GRADE AC-5 Min/Max	AC-10 Min/Max
Viscosity, 140 F stokes		500+100	1000+200
Viscosity, 275 stokes		1.4	1.9
Penetration, 77F, 100g, 5 sec.		135	85
Flash Point, C.O.C.F.		425	450
Solubility in trichlorethylene	%	99.0	99.0
Tests on residues from thin film oven test: Viscosity, 140 F stokes		1500	3000
Ductility, 77 F 5cms per min, cms		100	70
Spot Test		Negative for all grades	

B. Storage, Heating and Application Temperatures

Asphalt materials should be applied at the temperature which provides proper and uniform distribution and within practical limits avoiding higher temperatures than necessary. Satisfactory application usually should be obtained within the recommended ranges shown below. No material shall be heated above the following maximum temperatures:

Applications and Mixing

TYPE-GRADE	Recommended Range, F	Maximum Allowable, F	Heating and Storage Maximum, F
AC-5, 10	275-350	375	400

NOTE:Heating of asphalt materials (except emulsions) constitutes a fire hazard to various degrees. Proper precautions should be used in all cases and especially with RC cutbacks.

Warning to Contractors: Attention is called to the fact that asphaltic materials are very flammable. The utmost care shall be taken to prevent open flames from coming in contact with the asphaltic materials or the gases of same. The Contractor shall be responsible for damages from any fires or accidents which may result from heating the asphaltic materials.

C. Additives

1. Latex Additive: A minimum of two percent by weight latex additive (solids basis) shall be added to AC-5 asphalt when specified on the plans or in other specifications in the contract. The latex additive shall be governed by the following specifications:

The latex is to be an anionic emulsion of butadiene-styrene low-temperature copolymer in water, stabilized with fatty-acid soap so as to have good storage stability, and possessing the following properties:

Monomer ratio, B/S 70/30
Minimum solids content 67%
Solids content per gal @ 67% ..... 5.3 lbs
Coagulum on 80-mesh screen ..... 0.1% max

Type Anti-oxidant ..... staining
Mooney Viscosity of Polymer
(M/L4 @ 212 F) ....100 min
pH of Latex ..... 9.4 - 10.5
Surface Tension ..... 28-42 dynes/cm^2
Brookfield Viscosity
of Latex ..... 1200 ps max @ 67% solids

The finished latex-asphalt shall meet the following requirements:

Viscosity at 140 F, stokes ..... 1500 max
Ductility at 39.2F, 1cm per min, cm..... 100 min

2. Anti-stripping Agent. An approved liquid anti-stripping agent shall be added to the asphalt used on this project when called for on the plans or elsewhere in the specifications or bid proposal. The rate of application shall be in accordance with the manufacturers recommendations. The minimum anti-stripping agent added shall be one/half (1/2) of 1%. The anti-stripping agent shall be Permatac or approved equal.

D. Regular Aggregate

Regular aggregate shall be Type B Grade 4 or Grade 5 crushed gravel, or crushed stone as specified in Item 302 of the Texas State Department of Highways and Public Transportation (T.S.D.H.P.T.) 1982 Standard Specification for Construction of Highways, Streets, and Bridges with the following exceptions:

1. Limestone other than natural limestone rock asphalt will not be approved for use on this project.

2. Aggregate shall contain not more than 1% by weight of organic matter, clays, loam or pebbles coated therewith and shall contain not more than 5% by weight of any one of or combination of slate, shale, schist or soft particles of sandstone when tested in accordance with Test Method Tex-217-F.

3. Aggregate Gradation, expressed as a percentage of weight, shall be as follows:

Grade 4	Percent by Weight		
Retained on 5/8" sieve			0
Retained on 1/2" sieve	0	-	2
Retained on 3/8" sieve	5	-	35
Retained on No. 4 sieve	80	-	100
Retained on No. 10 sieve	98	-	100
Passing No. 200 sieve	0	-	0.5

Grade 5	Percent by Weight		
Retained on 1/2" sieve			0
Retained on 3/8" sieve	0	-	5
Retained on No. 4 sieve	40	-	85
Retained on No. 10 sieve	98	-	100
Retained on No. 20 sieve	99	-	100

When no aggregate grade is shown on the plans or called for elsewhere in the specifications or bid proposal, Grade 5 aggregate will be furnished.

4. The percent of wear, as determined by ASTM C-131, shall not exceed 25%.

5. The percent loss of the aggregate, as determined by ASTM C-88 using a magnesium sulfate solution and a four cycle test, shall not exceed 30%.

E. Precoated Aggregate

Precoated aggregate shall be Type PB Grade 4 or Grade 5 crushed gravel, or crushed stone as specified in Item 304 of the T.S.D.H.P.T. 1982 Standard Specification for Construction of Highways, Streets, and Bridges with the following exceptions:

1. Those exceptions listed in Paragraph II 2(B) above.

2. The precoated aggregate shall be coated with 1.0 to 2.0 per cent by weight of asphaltic cement of Grade AC-20.

F. Joint Paper

Paper used for starting and stopping asphalt application, as well as making fabricated paper discs to protect manhole covers and valve covers, shall be a non-absorbent, high grade 60# Kraft paper, 30" in width.

The contractor shall cover all manhole and valve box lids with paper discs, furnished by Contractor, immediately before application of asphalt and remove same immediately after application of rock.

G. Delivery Tickets

A legible copy of the delivery tickets for all materials to be used on this project shall be furnished to the City's representative at the time materials are delivered to the project stock pile and storage site.

III. CONSTRUCTION METHODS

A. Equipment

In general, all equipment used on this project shall be in good working order and in sufficient quantity to insure proper expedition of the seal operation.

1. Asphalt Handling Equipment

The asphalt distributor shall have been recently calibrated and the Engineer shall be furnished an accurate and satisfactory record of such calibration. The distributor shall be an approved type of self-propelled pressure distributor so operated as to distribute the material in the quantity specified, evenly and smoothly, under a pressure necessary for proper distribution. The Contractor shall provide all necessary facilities for determining the temperature of the asphaltic material in all of the heating equipment and in the distributor, for determining the rate at which asphalt is applied, and for securing uniformity at the junction of two distributor loads. All storage tanks, piping, retorts, booster tanks, and distributors used in storing or handling asphaltic material shall be kept clean and in good operating

condition at all times, and they shall be operated in such manner that there will be no contamination of the asphalt with foreign material. It shall be the responsibility of the Contractor to provide and maintain in good working order a recording thermometer at the storage heating unit at all times.

2. Drag Broom

A drag broom shall be required if the aggregate is not properly distributed. The drag broom shall be furnished at no additional cost to the City.

3. Pneumatic-tire Roller

Pneumatic-tire rollers shall be of the self-propelled type consisting of not less than 7 pneumatic-tired wheels, running on axles in such manner that the rear group of tires will not follow in the tracks of the forward group, and mounted on a rigid frame and provided with a loading platform or body suitable for ballast loading. The roller shall be not less that 10 tons in weight and carry not less than 50 pounds pressure in each tire.

4. Aggregate Spreader

Aggregate spreader shall be an approved self-propelled continuous feed aggregate spreader. The spreader shall be equipped with a disposable trash box for placing debris removed from spreader box scalping screen.

5. Miscellaneous Equipment

The Contractor shall have available for immediate use at no additional cost one rock blade and one drag broom if their use is required by the Engineer. These pieces of equipment shall not be pulled by rollers. In addition, the Contractor shall furnish one tail gate aggregate spreader and one dump truck, equipped to receive the tail gate spreader.

6. Truck Scale

A truck scale conforming to the requirements of item 520 of "Texas State Department of Highways and Public Transportation 1982 Standard Specifications for Construction of Highways, Streets and Bridges" shall be furnished by the Contractor at aggregate stockpile sites.

B. Surface Preparation

The City of Midland will sweep all streets to be sealed ahead of the Contractor. This sweeping by the City of Midland is not intended to be a final cleaning preparation for the application of asphalt but is intended as an aid to the Contractor.

Prior to placing the seal coat, loose dirt and other objectionable material shall be removed from the existing surface by the Contractor. The surface will be cleaned with rotary brooms. Hand brooms will be used in areas not accessible to the rotary broom. The Engineer shall approve all streets before application of any asphalt.

C. Application of Bituminous Material

Paper shall be spread on the surface for a sufficient distance back form the end of each application so that flow through sprays may be started and stopped on the paper, and so that all sprays will operate properly over the entire length being treated.

No asphaltic material shall be applied when the total of air temperature plus pavement surface temperature is less than 120" F.

No equipment or vehicular traffic shall be allowed to cross over joint paper in place, except the distributor.

Immediately following the application of asphaltic material, the Contractor shall remove all joint paper and load same on a designated vehicle. At the end of each day, all paper shall be disposed of at the City Landfill.

Following all preparation outlined above, the Contractor shall immediately apply asphaltic materials at the specified rates and temperatures designated by the Engineer.

If the Contractor employs only one distributor in the seal operation, he shall be required to seal all designated filets and street stubs in the seal area before moving to another section of the City. If two distributors are used, one distributor will be employed only to seal filets and street stubs.

The use of a second distributor to seal filets and street stubs shall require the following additional equipment; one dump truck equipped with tailgate spreader, and one self-propelled pneumatic roller. All rolling shall be deferred until aggregate is dry.

D. Application of Aggregate

Aggregate shall be immediately and uniformly applied and spread by an approved self-propelled continuous-feed aggregate -8- spreader, unless otherwise authorized by the Engineer. Aggregate shall be applied at the approximately rate directed by the Engineer.

Vehicles used to transport aggregate from stockpiled area to spreading machine shall be weighed and a weight ticket issued for each load. Weight tickets shall show truck identification No., tare weight of truck, gross weight, and net weight of aggregate. The weight ticket shall be delivered to the city's representative at the aggregate spreader.

E. Rolling

A minimum of three (3) rollers shall be employed by the Contractor. Rolling shall be controlled by the Engineer during the entire project. The speed of all rollers will be held to a maximum of 5 miles per hour during the rolling process. When surface moisture is present on aggregate, "Rolling shall be deferred until aggregate is dry.

F. Stockpiling

All aggregate stockpiles shall be placed on a paved surface or areas acceptable to the Engineer.

When dust from the aggregate creates a nuisance or when aggregate fails to adhere to the asphalt the Engineer may require the Contractor to "water down" the aggregate stock pile.

When, directed by the Engineer, or desired by the Contractor, aggregate stockpiles will be "watered down". When the "watered down" aggregate does not adhere to the asphalt properly the Engineer may direct that water for this purpose contain 5% EA10S emulsified asphalt and/or an approved wetting agent. The Engineer may direct the contractor to increase the amount of emulsified asphalt added to the water if, in his opinion, desired results are not being achieved. No separate payment shall be made for emulsified asphalt, water or wetting agent but the cost shall be considered as an incidental cost for furnishing satisfactory aggregate.

G. Cleanup

Clean up shall be maintained on a timely manner as the work progresses. All debris scattered on the sidewalks and driveways shall be swept up by the Contractor. Sweeping debris onto freshly sealed streets shall not be allowed.

City forces will remove excess aggregate from the street and gutters after the project is completed.

H. Maintenance

The Contractor will be required to maintain all sealed streets until final acceptance of the project by the Engineer. Maintenance shall consist of adding additional coverstone when required, rolling, pony blading, or drag brooming.

IV. MEASUREMENT

Asphaltic material shall be measured in gallons at the applied temperature at the point of application.

Aggregate shall be measured by the ton in vehicles as delivered to the aggregate spreader and applied on the street. Trucks will not be allowed to leave the construction area with a partial load. If it becomes necessary for a truck to leave the area because of mechanical failure or other reasons, a second weigh ticket for that truck will be required.

Rolling shall be measured by the hours of actual rolling for each roller.

V. PAYMENT

Payment shall be made as provided under "Measurement" at the unit price bid for "aggregate", "asphalt", and "rolling" and shall be full compensation for furnishing and incorporating the materials "Aggregate" and "Asphalt" (and additives where applicable) into a composite product; for delivering, stockpiling; for brooming, compaction, and rolling; for cleaning the existing surface; for cleaning excess bituminous material; cleaning gutters; for cleaning sidewalks and driveways; for cleaning stockpile sites; for all required maintenance; for pony blading; for drag brooming; for adding additional cover aggregate; for all labor, equipment, supervision, tools, overhead, profit, and any other incidentals necessary to complete the work required under the conditions of these plans and specifications to the satisfaction of the Engineer.

ASPHALT - RUBBER SEAL COAT

(Stress Absorbing Membrane)

1. SCOPE

This specification covers the material, equipment, and construction procedures for a Stress Absorbing Membrane (seal coat).

2. PREQUALIFICATION OF A NEW ASPHALT-RUBBER MATERIAL

Pre-qualification of a new asphalt-rubber material or applicator may be requested at any time. Pre-qualification will be based on three controlled field applications evaluated after three years' performance under traffic. New asphalt-rubber material that has been evaluated and pre-qualified by an agency recognized nationally may be pre-qualified by that agency upon disclosure of suitable evidence of successful performance. Notwithstanding other agency pre-qualification, the City reserves the right to withhold pre-qualification pending the performance evaluation of local controlled field applications.

3. MATERIALS

3.1 Asphalt

The grade of asphalt cement for the asphalt-rubber mixture shall be AC - 5 or AC - 10 which shall comply with the requirements of Item 300 "Asphalt, oils and emulsions" of Texas State Department of Highways and Public Transportation 1982 Standard Specification for Construction of Highways, Streets and Bridges. The grade selected shall be based on laboratory testing by the asphalt-rubber supplier, to insure compatibility with the granulated reclaimed rubber.

If indicated necessary by laboratory testing, an approved anti-stripping additive may be added to the asphalt cement up to 1.0 percent by weight of asphalt.

3.2 Granulated Reclaimed Rubber

The granulated reclaimed rubber used shall be produced primarily from the processing of automobile and truck tires. The rubber shall be produced by ambient temperature grinding processes only.

The gradation of the granulated reclaimed rubber when tested in accordance with ASTM C-136 and using a 50 gram +/- 1 gram sample, shall meet the

following requirements:

Sieve Sizes	Percent Passing
#8	100
#10	95 - 100
#16	40 - 60
#30	0 - 10
#50	0 - 5

The use of rubber from multiple sources is acceptable provided that the overall blend of rubber meets the gradation requirements.

The individual granulated rubber particles, irrespective of diameter, shall not be greater in length than 3/16 inch (5mm).

The granulated rubber shall have a specific gravity of 1.15 +/- 0.05 and shall be free of loose fabric, wire and other contaminants except that up to 4 percent (by weight of rubber) calcium carbonate or talc may be added to prevent rubber particles from sticking together. The rubber shall be sufficiently dry so as to be free flowing and not produce a foaming problem when blended with the hot asphalt cement.

The granulated reclaimed rubber shall be accepted by certification from the rubber supplier.

3.3 **Diluent**

The diluent shall have the following properties:

Flash Point	130^{o} F Minimum
Initial Boiling Point (ASTM D-86)	340^{o} F Minimum
Dry Point (ASTM D-86)	390^{o} - 415^{o} F
Total Saturates	85% Minimum

3.4 **Asphalt - Rubber**

The asphalt-rubber supplier shall furnish to the engineer a minimum of 10 days before the beginning of membrane placement, the asphalt-rubber mix formulation which shall contain the following information:

Asphalt Cement
Source of Asphalt Cement

Grade of Asphalt Cement
Percentage of Asphalt Cement by total weight of the asphalt-rubber mixture.

Granulated Reclaimed Rubber
Source of Granulated Rubber
Grade of Granulated Rubber
Percentage of Granulated Rubber by total weight of the asphalt-rubber mixture.

If granulated rubber from more than one source is utilized the above information will be required for each granulated rubber used.

Diluent
Source of Diluent
Grade of Diluent
Percentage of Diluent allowable by volume of the asphalt-rubber mixture.

3.5 **Cover Aggregate**

Aggregate shall be composed of a clean and durable crushed rock, crushed gravel or crushed slag conforming to Item 304 "Aggregate for Surface Treatments (pre-coated)" of Texas State Department of Highways and Public Transportation 1982 Standard Specification for Construction of Highways, Streets and Bridges, grade No. 3 or No. 4.

Proposed aggregate samples shall be submitted to the asphalt-rubber supplier a minimum of 21 days prior to application, to test for aggregate stripping characteristics. The results shall be submitted to the engineer. Anti-strip will be included as a contingency bid item.

4. **EQUIPMENT**

4.1 **General**

The equipment used by the contractor shall include a self propelled rotary power broom or mobile pickup broom for pavement cleaning and excess cover material removal.

4.2 **Asphalt-Rubber Equipment**

All equipment utilized in the production and application of the asphalt-rubber shall be so designed and accessible that the Engineer can readily determine

the percentage by weight for each material being incorporated into the mixture and shall be as described as follows:

4.2.1 An asphalt heating tank with a hot oil heat transfer system or retort heating system capable of heating asphalt cement to the necessary temperature for blending with the granulated rubber. This unit shall be capable of heating a minimum of 3,000 gallons of asphalt cement.

4.2.2 An asphalt-rubber mechanical blender with a two stage continuous mixing process capable of producing a homogenous mixture of asphalt cement and granulated rubber, at the mix design specified ratios, as directed by the engineer. This unit shall be equipped with a granulated rubber feed system capable of supplying the asphalt cement feed system, as not to interrupt the continuity of the blending process. A separate asphalt cement feed pump and finished product pump are required. This unit shall have both an asphalt cement totaling meter in gallons and a flow rate meter in gallons per minute.

4.2.3 A truck mounted self powered distributor truck equipped with a retort heating unit, and an internal mixing device capable of maintaining a uniform mixture of asphalt cement and granulated rubber. It shall be equipped with a full circulating spreader bar and a pumping system capable of applying asphalt-rubber material within +/- .05 gallons per square yard tolerance of the specified application rate and must give a uniform covering of the surface to be treated. The distributor shall have a boot board on the rear of the vehicle and a bootman shall accompany the distributor. The bootman shall ride in a position so that all spray bar tips are in full view and readily accessible for unplugging if a plugged tip should occur. The distributor shall also include a tachometer, pressure gauge, volume measuring device and a thermometer.

4.3 Cover Material Spreader

The cover material (chip) spreader shall be a self-propelled machine with an aggregate receiving hopper in the rear, belt conveyors to carry the aggregate to the front, and a spreading hopper equipped with a full-width distribution auger and spread roll. The spreader shall be in good mechanical condition and be capable of applying the cover material uniformly across the spread at the specified rate.

4.4 Rolling Equipment

A minimum of three operational self-propelled pneumatic-tired rollers shall be used for the required rolling of the cover material. The pneumatic tired rollers shall carry a minimum loading of 3,000 pounds on each wheel and a

minimum air pressure of 100 pounds per square inch in each tire.

4.5 **Hauling Equipment**

Trucks for hauling cover material shall be tailgate discharge and shall be equipped with a device to lock onto the hitch at the rear of the cover material spreader. Haul trucks shall also be compatible with the cover aggregate spreader so that the dump bed will not push down on the spreader when fully raised or have too short a bed which results in aggregate spillage while dumping into the receiving hopper.

5. **CONSTRUCTION**

5.1 **General**

Streets to receive the asphalt-rubber stress absorbing membrane or seal coat shall be prepared in accord with Section 2-C-1 "Preparation of Asphaltic Concrete Surface for Overlay or Seal Coat" of these specifications.

Immediately prior to the application of the asphalt-rubber membrane, the surface shall be thoroughly cleaned in order to insure adequate adhesion of the asphalt-rubber to the pavement.

Due to the handling characteristics of asphalt-rubber, when radii and other irregular areas are to be sealed it is recommended that this be done with an RS or CRS chip seal emulsion or paving grade asphalt cement.

5.2 **Asphalt-Rubber Mixing and Reaction**

The percentage of granulated rubber shall be 23 percent plus or minus 3 percent by weight of total asphalt-rubber mixture, the exact granulated rubber content shall be as determined by the mix design submitted by the asphalt-rubber supplier. During membrane placement the granulated rubber percentage shall not fluctuate more than 1 percent by weight of total asphalt-rubber mixture.

The temperature of the asphalt cement shall be between 350^{o} and 400^{o} F at the addition of the granulated rubber. The asphalt and rubber shall be combined and mixed together in the asphalt-rubber blending unit and reacted in the distributor for a period of time as required by the engineer which shall be based on laboratory testing by the asphalt-rubber supplier. The temperature of the asphalt-rubber mixture shall be above 350^{o} F during the reaction period.

After the reaction between asphalt cement and granulated rubber has occurred, the viscosity of the hot asphalt-rubber-mixture may be adjusted for spraying and/or better "wetting" of the cover material by the addition of a diluent. The diluent shall comply with the requirements of Section 3.3 and shall not exceed 7.5 percent by volume of the hot asphalt-rubber mixture.

When a job delay occurs after full reaction, the asphalt-rubber may be allowed to cool. The asphalt-rubber shall be reheated slowly just prior to application but not to a temperature exceeding 350° F. An additional quantity of diluent not exceeding 3 percent by volume of the hot asphalt-rubber mixture may be added after reheating.

5.3 Application of Asphalt-Rubber Material

Placement of the asphalt-rubber membrane shall be made only under the following conditions.

1. The pavement surface temperature shall be 45° F and rising.

2. The pavement surface is clean and absolutely dry.

3. The wind conditions are not excessive.

4. All construction equipment such as asphalt-rubber distributor, cover material spreader, haul trucks with cover material, and rollers are in position and ready to commence membrane placement operations.

5. Rain is not imminent.

The asphalt-rubber mixture shall be applied at a temperature of 300° to 350° F at a rate of between .55 and .65 gallons per square yard. Transverse joints shall be constructed by placing building paper across and over the end of the previous asphalt-rubber application. Once the spraying has progressed beyond the paper, the paper shall be removed immediately and disposed of as directed by the engineer. All longitudinal joints shall not exceed a four inch overlap.

5.4 Application of Cover Material

Cover material shall be applied immediately to the asphalt-rubber after spreading at a rate of 25 to 35 pounds per square yard.
At the time of application to the asphalt-rubber, cover material shall be

surface dry so as to gain proper adhesion to the asphalt-rubber material.

5.5 Rolling

At least three operational pneumatic-tired rollers complying with the requirements of Section 4.4 shall be provided to accomplish the required embedment of the cover material. At some project locations or where production rates dictate, fewer rollers may be utilized as directed by the engineer. At no time shall there be less than two operational pneumatic tired rollers on a project.

Sufficient rollers shall be used for the initial rolling to cover the width of the aggregate spread with one pass. The first pass shall be made immediately behind the cover material spreader, and if the spreading is stopped for an extended period, the cover material spreader shall be moved ahead or off the site so that all cover material may be immediately rolled. Four complete passes with rollers shall be made with all rolling completed within one hour after the application of the cover material.

5.6 Traffic Control

Except when it is necessary that hauling equipment must travel on the newly applied membrane, traffic of all types must be kept off the membrane until it has had time to set properly. The speed of all hauling equipment shall not exceed 15 miles per hour when traveling over a membrane which is not adequately set. The minimum traffic free period shall not be less than one hour.

5.7 Removing Loose Cover Material

Sweeping can begin a minimum of one hour after membrane placement.

5.8 Method of Measurement and Basis of Payment

5.8.1 Asphalt-Rubber

a) Measurement will be made of the actual number of gallons of Asphalt-Rubber including asphalt placed in accord with these specifications.

b) Payment will be made at the price bid per gallon of Asphalt-Rubber in the bid proposal and will be full compensation for furnishing all asphalt, rubber, extender and for all labor,

equipment and incidentals for placing the asphalt-rubber on the Street surface.

5.8.2 **Cover Aggregate**

a) Measurement will be made of the actual number of tons of pre-coated aggregate placed in accord with these specifications.

b) Payment will be made at the price bid per ton of pre-coated aggregate in the bid proposal and shall be full compensation for furnishing all pre-coated aggregate and for all labor and equipment including rollers and rolling for the complete surface in place.

5.8.3 **Rolling**

a) No measurement will be made of rolling but rolling shall be considered as incidental to placing of the cover aggregate.

b) No separate payment will be made for rolling. The cost of rolling shall be included in the price per ton of cover aggregate in the bid proposal.

5.8.4 **Anti strip agent**

a) Anti stripping agent, when used, shall be measured by the gallon.

b) Payment for anti stripping agent shall be made at the price per gallon of anti stripping agent bid in the bid proposal.

08/07

POLYMER MODIFIED SLURRY SEAL (MICRO-SURFACE)

I. SCOPE

This specification covers the design, application, testing, quality control and measurement and payment for a complete in place "polymer modified micro surface" constructed on existing paved surfaces cleaned and prepared in accordance with the item 2-C-1 "PREPARATION OF ASPHALTIC CONCRETE SURFACE FOR OVERLAY OR SEAL".

2. DESCRIPTION

This specification covers all materials, equipment, construction and application procedures for rut filling and/or surfacing of existing paved surfaces. The micro-surfacing shall be a mixture of cationic polymer modified asphalt emulsion, mineral aggregate, mineral filler, water and other additives, properly proportioned, mixed and spread on the paved surface in accordance with this guideline and as directed by the Engineer.

3. MATERIALS

3.1 Emulsified Asphalt

(1.) The emulsified asphalt shall be a cationic emulsified type, designated as CSS-1P and shall comply with the following requirements.

	Min.	Max.
Viscosity, Saybolt Furol, 25 C (77 F), Sec.	**20**	**100**
Storage Stability test, one day, percent	**-**	**1**
Particle charge test		**Positive**
Sieve test, percent	**-**	**0.1**
Distillation:		**-** **-**
Oil distillate, by volume of emulsion, %	**-**	**0.5**
Residue, %		**62** **-**
Test on Residue from Distillation:		
Penetration, 77 F, 100 g, 5 seconds	**55**	**90**
Ductility, 77 F, 5 cm/min, cm	**70**	**-**
Solubility in trichloroethylene , %	**97**	**-**
Softening Point, R. & B., F	**135**	**-**
Viscosity, absolute 60 C (140 F), Poise		**8000** **-**

This standard distillation procedure shall be modified as follows: The temperature on the lower thermometer shall be brought slowly to 350 degrees plus or minus 10 degrees F and maintained at this point for 20 minutes. Complete the total distillation in 60 plus or minus 5 minutes from the first application of heat.

(2). The emulsion shall be modified with an approved Polymer. The distillation residue of the modified emulsion shall contain a minimum of three percent (3%) polymer solids by weight. The modified emulsion shall pass all applicable storage and settlement tests. The polymer material shall be milled into the emulsion or blended into the asphalt cement prior to the emulsification process. The cement-mixing test shall be waived for this emulsion.

(3). The polymer modified emulsified asphalt shall be so formulated that when the paving mixture is applied with the relative humidity at not more than 50% and the ambient temperature at least 75^{o} F, the paving mixture will sufficiently cure so that uniformly moving traffic can be allowed in approximately one hour. Locations such as driveways, Intersections and where sharp turning may take place or where vehicles may accelerate sharply, additional curing time may be required.

(4). The contractor shall notify the Engineer of the source of his asphaltic material prior to the design or production of the surfacing mixture and this source shall not be changed during the course of the project, except on written permission by the Engineer.

3.2 Mineral Aggregate

(1) Description. One Hundred percent (100%) of the mineral aggregate shall be crushed and shall be composed of clean, tough and durable particles of traprock, granite, sandstone or other approved aggregates. A sand equivalent of 65 or higher is required. The aggregate shall have a weight loss of not more than 12% when sodium sulfate is used or 18% when magnesium sulfate is used in accordance with Test Method Tex-411-A, using 5 cycles. The aggregate shall be one that has proven resistant to polishing in roadway surfacing.

(2.) Grades. When tested by Test Method Tex-200-F, Part I, the gradation requirements shall be as follows:

Grade 1 (Fine Graded Surface Course)	Percent Aggregate By Weight
Passing 3/8" sieve	100
Passing No. 4 sieve	98-100
Passing No. 8 sieve	75 -90
Passing No. 16 sieve	50- 75
Passing No. 30 sieve	30- 50
Passing No. 50 sieve	18- 35
Passing No. 200 sieve	5 -15

Grade 2 (Coarse Graded Surface Course)	Percent Aggregate By Weight
Passing 1/2" sieve	100
Passing 3/8" sieve	99-100
Passing No.4 sieve	86- 94
Passing No. 8 sieve	45- 65
Passing No. 16 sieve	25- 46
Passing No. 30 sieve	15 - 35
Passing No. 50 sieve	10 - 25
Passing No. 200 sieve	5- 15

(3.) Mineral Filler. Mineral filler shall be non-air entrained Portland cement that is free of lumps or foreign matter.

3.3 Water

The water shall be portable and shall be free of harmful soluble salts.

3.4 Other Additives

Additives supplied by the emulsion manufacturer may be added to the emulsion mix or to any of the component materials to provide control of the set time in the field.

4. LABORATORY EVALUATION

4.l General

Before work commences, the contractor shall submit a signed mix design covering the specific materials to be used on the project. This design shall be performed by the contractors or suppliers laboratory or by a qualified laboratory chosen by the owner. Once the materials are approved, no substitution will be permitted, unless first tested and approved by the laboratory preparing the mix design. The cost of mix design shall be born by the contractor.

4.2 Designing Job Mix

The qualified laboratory shall develop the job mix design and present certified test results for the contractor approval. Compatibility of the aggregate and modified CSS-1P shall be verified by the mix design. The mix design must be made using samples taken from the actual materials proposed for use in the project and in accordance with the procedures and requirements of Article 5.1 below.

5. PAVING MIXTURE

5.1 Mixture Design.

The mix shall be designed in accordance with Texas State Highway Department Bulletin C-14 and Test Method Tex-204-F, using Test Method Tex-227-F to supplement Test Method Tex-201-F and Tex-202-F to conform to the requirements herein. The above laboratory mixing and curing procedures may be modified as approved by the Engineer. The emulsified asphalt content will be selected by the Engineer to provide an optimum laboratory compacted density within the range of 94 to 97%. A minimum Hveem stability of 35 is required for placements exceeding a depth of twice the maximum aggregate size.

This is a mix design requirement, to be verified by testing of trial batch material prior to placement of project material. Hveem Stability testing will be performed by the selected laboratory. The Engineer will determine the frequency of job control density and stability testing. The Contractor shall furnish the mix design for the type of mixture specified together with applicable design worksheets and data. The Bulk Specified Gravity will be determined for each aggregate to be used in the design mixture. If the determined values vary by 0.300 or more, the mixture design will be by the Volumetric Method, Test Method Tex-204-F, Part II. To substantiate the design, trial mixtures will be produced and tested using all of the proposed project materials and equipment prior to any placement. The Engineer may waive trial mixtures if the same design has been proven to be in conformance with these requirements.

5.2 Composition of Mixture.

The Engineer shall approve the design mix and all micro-surfacing materials and methods prior to use and shall designate the proportions to be used within the following limits.

Residual Asphalt	**6 to 9 percent by weight of dry aggregate or 13.5 to 23 percent by volume of the aggregate**
Mineral Filler	**0.5% to 3.0% by dry weight of aggregate**
Modifier	**As required to provide the specified properties**
Water	**As required to provide proper consistency**

5.3 Type

The paving mixture shall consist of a uniform mixture of coarse aggregate, fine aggregate and asphaltic material. The mix may also contain mineral filler and/or additives when required.

The mixture shall be designed so that the mineral aggregate will produce a gradation, which conforms to the limitations for the master grading for the type specified herein. The gradation will be determined in accordance with Test Method Tex-200-F (Dry Sieve Analysis) and shall be based upon aggregate only. The amount of asphaltic material shall conform to the limitation for the type specified.

The aggregate grade shall be as shown on the plans. If no grade is shown on the plan grade 2 aggregate shall be used.

5.4 Tolerances

The aggregate portion of the paving mixture produced shall not vary from the design gradation by more than the tolerances that follow. The material passing the No. 200 sieve is further restricted to conform to the limitations for the master grading for the type specified. The asphaltic material portion of the paving mixture shall not vary from the design amount by more than the allowed tolerance and is also restricted to conform to the master limits. The method of test for determining the aggregate gradation and asphalt content of the mixture shall be Test Method Tex-210-F or other methods of proven accuracy.

	Percent by Weight or Volume as Applicable
Passing 3/8" sieve, retained on No. 4 sieve	**Plus or minus 5**

Passing No. 4 sieve, retained on No. 8 sieve	**Plus or minus 5**
Total retained on No. 8 sieve	**Plus or minus 5**
Passing No. 8 sieve, retained on No. 16 sieve	**Plus or minus 3**
Passing No. 16 sieve, retained on No. 30 sieve	**Plus or minus 3**
Passing No. 30 sieve, retained on No. 50 sieve	**Plus or minus 3**
Passing No. 50 sieve, retained on No. 200 sieve	**Plus or minus 3**
Passing No. 200 sieve	**Plus or minus 2**

Asphaltic Material Plus or minus 0.5 by wt. or l.2 by vol.

6. EQUIPMENT

6.1 General.

All equipment for the handling of all materials and mixing and placing of the mixture shall be maintained in good repair and operating condition and subject to the approval of the Engineer. Any equipment found to be defective and potentially affecting the quality of the paving mixture will be replaced or, at the option of the Contractor, satisfactorily repaired. It will be the contractor responsibility to prove to the Engineer that the repaired equipment is properly functional.

6.2 Mixing and Proportioning Equipment.

(1.) The material shall be mixed by a self-propelled micro-surfacing mixing machine which shall be a continuous flow mixing unit able to accurately deliver and proportion the aggregate, emulsified asphalt, mineral filler, field control additive and water to a revolving multi-blade twin shafted mixer and discharge the mixed product on a continuous flow basis. The machine shall have sufficient storage capacity for aggregate, emulsified asphalt, mineral filler, field control additive and water to maintain an adequate supply to the proportioning controls. The machine shall be equipped with self-loading devices, which provide for the loading of all materials while continuing to lay micro surfacing.

The machine shall be equipped with opposite side driving stations to optimize longitudinal alignment. The machine shall be equipped to allow the mix operator to have full hydrostatic control of the forward and reverse speed during application of the micro-surfacing material.

The self-loading devices, opposite side driving stations and forward and reverse speed controls shall be original equipment manufacturer design.

(2). Individual volume or weight controls for proportioning each material to be added to the mix shall be provided. Each material control device shall be calibrated and properly marked.

(3) The aggregate feed to the mixer shall be equipped with a revolution counter or similar device so the amount of aggregate used may be determined at any time.

(4) The emulsion pump shall be a positive displacement type and shall be equipped with a revolution counter or similar device so that the amount of emulsion used may be determined at any time.

(5.) The mixing machine shall be equipped with a water pressure system and nozzle type spray bar to provide a water spray immediately ahead of and outside the spreader box.

(6.) The mixing machine shall be equipped with an approved fines feeder that shall provide a uniform, positive, accurately metered, predetermined amount of the specified mineral filler.

6.3 Spreading Equipment.

The paving mixture shall be spread uniformly by means of a mechanical type spreader box attached to the mixer, equipped with paddles, screws or augers to agitate and spread the materials throughout the box. A front seal shall be provided to insure no loss of the mixture at the road contact surface. The rear seal shall act as a final strike off and shall be adjustable and shall break in the middle so that the screed can be adjusted to fit the crown of the street including inverted crowns. The rear seal carrier shall be capable of being fitted with a rubber seal or a steel strike off bar.

The spreading equipment shall be readily adjustable in width so that laying widths can be changed without undue delay before starting each pass if necessary.

The spreader box and rear strike-off shall be so designed and operated that a uniform consistency is achieved to produce a free flow of material to the rear strike-off. The seam where two spreads join, shall be neat appearing and uniform.

7. STOCKPILING AND STORAGE.

7.1 Aggregate Storage.

If the mineral aggregates are stored or stockpiled, they shall be handled in such a manner as to prevent segregation, mixing of the various materials or sizes, and contamination with foreign materials. The grading of aggregates proposed for use and as supplied to the mixing plant shall be uniform. Suitable equipment of acceptable size shall be furnished by the Contractor to work the stockpiles and prevent segregation of the aggregates. The mineral aggregate shall be screened and weighed at the contractor stockpile prior to job site delivery. The Engineer shall approve screens and scales.

7.2 Storage and Heating of Asphaltic Materials.

The asphaltic material storage shall be ample to meet the requirements of the plant. Asphalt shall not be heated to a temperature in excess of that specified
in the Item "Asphalt's, Oils and Emulsions" Texas Highway Department 1982 Standard Specifications. All equipment used in the storage and handling of asphaltic material shall be kept in a clean condition at all times and shall be operated in such manner that there will be no contamination with foreign matter.

8. CONSTRUCTION METHODS

8.1 General

It shall be the responsibility of the Contractor to produce, transport, and place the specified paving mixture in accordance with these specifications and as approved by the Engineer.

8.2 Street Preparation

Prior to starting the micro-surfacing operation, streets designated to be surfaced shall be prepared in accordance with item 2-C-1 "Preparation of Asphaltic Concrete Surface for Overlay or Seal".

8.3 Weather Limitations.

The material shall be spread only when the atmospheric temperature is at least fifty (50 degrees) F and rising and the weather is not foggy or rainy. No material will be placed when the surface on which it is to be placed is below 50^{o} F.

8.4 Final Surface Preparation

Immediately before placing the micro-surface, the area to be sealed shall be thoroughly cleaned of all vegetation, loose aggregate and soil, and moistened. Water for prewetting the surface shall be applied immediately ahead of the spreader box by use of a pressure spray bar equipped with nozzles that produce a fine mist. The rate of application of water shall be sufficient to dampen the entire surface without any free flowing water ahead of the spreader box. The rate of the mist spray shall be adjusted from time to time during the placing operation to accommodate changes in temperature, surface texture, humidity and dryness of the pavement surface.

8.5 Placing the Mix

(1). The mixture shall be spread to fill cracks and minor surface irregularities and leave a uniform skid resistant application of aggregate and asphalt on the surface. The finished surface shall be neat in appearance without drag marks, excessive buildup or other detracting irregularities.

(2). The speed of operation of the surfacing equipment shall be controlled by the mixer operator at forward speeds between 85 and 225 feet per minute depending on conditions and appearance of the newly placed surface.

If transverse rippling occurs the speed of the equipment shall be reduced until the ripples disappear.

(3). The Engineer shall designate either rubber seal/screed or the steel strike off screed according to the Project requirements.

(4). The depth of mixture in the spreader box shall be carefully controlled to prevent transverse ridging and premature setup of material in the corners of the box and ahead of the screed. In general the depth of mixture in the box should be approximately to the mid point of the auger-agitator.

(5). Auxiliary equipment shall be kept in good working order and free of leaks. Any truck or transport used to bring materials on to the street being surfaced that develops leaks either of the material being transported or fuel and/or oil leaks will be removed from the job site and not allowed to return until it has been thoroughly repaired.

Scales and screens used at the contractors stockpile and storage site shall be kept in good working order.

(6). Spills of surfacing materials or fuel, oil or other detrimental substances on the street ahead of the surfacing operation shall be thoroughly removed before the surface is placed. This may required the operation to be shut down until the street has been cleaned.

(7). No excessive streaks shall be left in the finished surface. When such excessive streaking occurs, the operation shall be immediately stopped and corrective action is taken before resuming the operation.

8.6 Joints

(1). Longitudinal joints shall be placed on lane lines. On residential streets an eight-foot parking lane will be assumed with the centerline being the other lane line.

(2). All longitudinal and transverse joints shall be straight and neat in appearance without excessive build up or bare spots. Any irregularity shall be corrected immediately before the material has started to set up.

(3). The overlap at longitudinal joints shall not exceed 4 inches. When the overlapped pass is only partially set care shall be exercised to avoid skid marks. Any skid marks that occur shall be immediately corrected by removing any partially set material that has been displaced and placing fresh mix in the mark and shaping by use of Lutes, squeegees, hand drags, etc.

Overlapping of longitudinal joints shall not leave a visible build up. Any buildup shall be immediately removed by use of lutes, squeegees, hand drags, shovels or other approved means.

8.7 Mix Stability

The modified mixture shall posses sufficient stability so that premature breaking of the material in the spreader box does not occur. The mixture shall be homogeneous during and following mixing and spreading; it shall be free of excess water or emulsion and free of segregation of the emulsion and aggregate fines from the coarser aggregate.

8.8 Hand Work

Areas that cannot be reached with the mixing machine shall be surfaced using hand squeegees to provide complete and uniform coverage. The area to be hand-worked shall be lightly dampened prior to mix placement. Care shall be exercised to leave no unsightly appearance from handwork. The same type finish as applied by the spreader box shall be required. Handwork shall be completed during the machine applying process.

8.9 Lines

Care shall be taken to insure straight lines along curbs and shoulders. No runoff on these areas will be permitted. Lines at intersections will be kept straight to provide a good appearance.

8.10 Work Force

The contractor shall maintain a work force of adequate size to accomplish the work as specified herein, including the loading and transporting of materials to the job site, the placing of the micro surface, the monitoring of joints and surface and the correction of any deficiencies that occur.

If, at any time, the Engineer or his representative determines that the work force is not adequate to perform all the tasks required for the proper completion of the micro surfacing, work on the project will be halted until adequate personnel are provided and/or modifications in procedure are implemented that will assure proper placement of the surfacing material.

8.11 Scratch or Level up course

A scratch or level up course will be required on certain streets as shown on the plans and/or as directed by the Engineer. This course shall be the same material as the polymer modified surface course and will be placed in the same manner except the spreader shall be equipped with a steel strike off screed. This screed shall be set to run as close to the pavement surface as practical.

The appearance of this course is not as critical as the final surface so long as any marks or blemishes that occur are not of such magnitude that they will affect the appearance of the final course.

8.12 Correction of Deficiencies and Blemishes

After the laydown work is completed and before final acceptance by the

Engineer, spot application of micro- surfacing material may be required to correct any deficiencies such as streaks, scuff marks, tire tracks, gaps, etc. to improve the ride quality and overall appearance. The spot application shall be performed with a full width spreader box when required.

9. QUALITY CONTROL

9.1 Materials

The contractor will permit the Engineer and/or the Independent laboratory to take samples of the aggregate and asphalt emulsion used in the project at the Engineers discretion. Gradation and sand equivalent tests may be run on the aggregate and residual asphalt content tests on the emulsion. Test results will be compared to specifications. Tests will be run at the expense of the owner. The owner must notify the contractor immediately if any test fails to meet the specifications.

9.2 Polymer Modified Micro-Surfacing

Samples of the material may be taken directly from the mixing unit(s). Consistency and residual asphalt content tests may be made on the samples and compared to the specifications. Tests will be run at the expense of the owner. The owner must notify the contractor immediately if any test fails to meet specifications.
The Engineer may use the recorders and measuring facilities of the unit to determine application rates, asphalt emulsion content, mineral filler and additive.

9.3 Non-Compliance

If any two successive tests fail on the stockpile material, the job shall be stopped. It is the responsibility of the contractor, at his own expense, to prove to the Engineer that the conditions have been corrected. If any two successive tests on the mix from the same machine fail, the use of the machine shall be suspended. It will be the responsibility of the contractor, at his own expense, to prove to the Engineer that the problems have been corrected and that the
machine is working properly.

10. CLEAN UP

10.1 Protecting and Cleaning Manholes and Valves

Prior to beginning the sealing operation the contractor shall locate all manhole covers and valve boxes in the area to be sealed. Placing one or

more layers of heavy craft paper or other suitable material over them shall protect manhole covers and valve boxes. The protective covering shall be secured in place so that it does not move or tear during the sealing operation. The contractor shall remove the protective covering and any seal material placed over manhole covers and valve boxes as soon as the seal has set sufficiently to prevent damage to the adjoining seal in the process. The edges around manhole covers and valve boxes shall be neat and smooth and shall conform to the shape and size of the manhole cover or valve box.

10.2 Streets

Clean up along streets shall be accomplished as the work progresses and any excess material that is raked onto or otherwise placed on adjoining concrete curb and gutter, valley gutters or fillet areas or on adjacent asphalt or concrete paving shall be removed before it breaks or sets up.

Before a section of street is opened to traffic all clean up work shall be completed on that section.

11. MEASUREMENT AND PAYMENT

11.1 General

Payment will be made for these items listed in the bid proposal only. All work, materials, labor and appurtenance required to complete the project as shown on the plans or called for in the specifications but not listed in the bid proposal shall be considered as incidental and no separate payment will be made. The cost of these incidentals must be included in the price bid for the various items listed in the bid proposal.

11.2 Measurements

(1). Measurement will be made of the actual number of tons of each type or grade of the Composite Polymer Modified Slurry Seal (Micro-Surface) complete in place. For this specification a ton is considered 2000 lbs. and the composite slurry seal mixture is defined as the asphalt,
aggregate and additives.

All materials shall be weighed on certified public scales or the contractor shall place a set of standard truck scales at a site approved by the Engineer. Scales shall conform to the requirements of the item "Weighing and measuring equipment" Texas Highway Department 1982 Standard Specifications.

(2). Aggregate - The quantity of aggregate used in the accepted portions of the work shall be measured by net ticket weight of each individual load of
aggregate shipped to the project from the approved job site scale.

The weight of mineral additive used shall be calculated and included in the total aggregate weight.

(3). Polymer Modified Asphalt Emulsion. The quantity of polymer modified asphalt emulsion in the accepted portion of the work shall be measured by tons of material based on the accepted load tickets issued from the manufacturer. At the completion of the project any unused emulsion shall be weighed back and that quantity deducted from the accepted asphalt emulsion quantity delivered.

11.3 Payment

Payment will be made for the number of tons of micro surface measured at the applicable unit price bid per ton of micro surface in the bid proposal. This payment shall be full and complete compensation for the complete in place micro surface.

08/07

P.V.C. PIPE CASINGS

1. SCOPE

   This item consists of furnishing and installing PVC pipe for casing for future water and electric lines at locations shown on the plans or as directed by the Engineer.

2. MATERIAL

   Pipe shall be ASTM D 1785 schedule 40 PVC pipe or ASTM D 2241 PVC SDR 32.5 pressure pipe. The ASTM designation and schedule or SDR shall be clearly marked on the outside of the pipe.

3. CONSTRUCTION

   Pipe shall be laid in straight alignment and grade in trenches as narrow as the diameter of the pipe can be laid. Pipe shall be placed after the sub grade is prepared but before base material is placed. Bedding under the pipe shall be a minimum of 2 inches in thickness and shall be carefully graded and leveled before pipe is placed. Joints shall be water tight. They may be solvent cement welded using approved materials, or may be made using a gasketed collars or push on gasketed bell and spigot. When collars are used care shall be exercised to assure that the collar is centered over the joint. All joints shall be made in accord with the manufacturer's recommendations. After pipe has been joined and inspected the pipe shall be encased in bedding/encasement material to a thickness of 3 inches above the pipe. Care shall be exercised to be sure the encasement material is worked in under the haunches of the pipe and compacted along the side of the pipe to assure adequate lateral support. The balance of the trench shall be back filled using cement stabilized backfill consisting of 2 sacks of Portland cement to 1 cubic yard of blow sand or crushed caliche mixed with sufficient water to form a stiff place able mixture that can be consolidated in the trench by rodding or vibrating. The back fill shall be "struck off" at the finished sub grade level using square point shovels or suitable screeds. The ends of the pipe shall be tightly plugged to prevent the entrance of water debris or other foreign material. These plugs shall be PVC or rubber stoppers designed to endure until the water lines and/ or electric lines are places.

4. MEASUREMENT AND PAYMENT

   Casing pipe shall be measured by the linear foot along the center of the pipe and shall be paid for at the unit price in the bid proposal.

WATER LINE SPECIFICATIONS

1. SCOPE OF WORK

The work covered by this section consists of all water pipe lines and piping, including valves, valve boxes, tapping sleeves, fire hydrants and other accessories, required to complete the project. The contractor shall furnish all materials, labor, superintendence, tools, equipment and incidentals necessary for the complete construction of this work in accordance with the drawings and these specifications.

2. PIPE AND MATERIAL

2.1 General

Pipe shall be polyvinyl chloride (PVC) AWWA C900, ductile iron AWWA C-151 or steel cylinder concrete pipe AWWA C-303.

2.2 Polyvinyl Chloride (PVC) Pipe

A. PVC pipe furnished for use on this project shall conform to the requirements of AWWA C900 Polyvinyl Chloride (PVC) Pressure Pipe, 4 in. through 12 in., for water distribution pressure class 150, DR18. and shall be NSF approved for potable water supply.

B. The pipe furnished shall have an integral bell designed for joint assembly using elastomeric seals.

C. Markings for the pipe shall include all the requirements of AWWA C900 and the MSF approval stamp.

D. Elastomeric seals shall be furnished by the pipe manufacturer. Seals shall be manufactured to conform with the requirements of ASTM F4 77 and shall be specifically designed for use with the pipe furnished.

E. Lubricants intended for use with PVC pipe and seals (gaskets) shall be compatible with both PVC and the seal material. Lubricant shall not support growth of bacteria and shall not adversely affect the potable quality of the water that is to be transported.

F. Pipe laying lengths shall be 20'.

G. Service taps on PVC water lines shall be made using hinged type or double strap type saddles. Tapping saddles shall support the full circumference of the pipe and shall have a bearing area of sufficient width along the axis of the pipe to prevent distortion of the pipe when saddle is tightened.

No direct taps into the wall of PVC pipe will be permitted.

Seals for tapping saddles shall be recessed into the body of the saddle and shall be

a rubber - compound conforming to the requirements of ASTM F477.

Tapping saddles shall be SMITH-BLAIR Taper Seal Style 313 or DMD Dresser style 194 or approved equal.

H. Tapped connections for water mains and fire lines made on PVC water mains shall be accomplished using full bodied ductile iron tapping sleeves of a pressure rating equal to or greater than the pressure rating of the pipe specified.

I. Bedding for AWWA C900 PVC water pipe shall extend from a minimum depth of 4 inches below the outside of the water line to a minimum cover of 6 inches over the top outside of the water line.

J. AWWA C900 PVC water pipe shall be installed in accord with the applicable requirements for installing ductile iron pipe.

Care shall be taken to install each joint of PVC water pipe to, but not beyond the factory insertion mark on the pipe.

When a joint of PVC water pipe must be cut, the end of the pipe shall be carefully beveled to match the factory bevel on the uncut pipe. An insertion mark matching the factory insertion mark on the uncut pipe must be made before the pipe is inserted into the bell.

When PVC water pipe is to be inserted into a ductile iron fitting or valve, the factory bevel must be removed to form a square plain end pipe.

2.2 (a) Metallic Marking Tape (For PVC Water Pipe)

2.2(a).1 General

When non-metallic pipelines are to be installed, then the Contractor shall furnish and lay, above the pipeline, a continuous strip of metallic identification tape.

2.2 (a).2 Tape Material

The metallic identification tape shall be at least two inches (2”) in width and shall be of corrosive resistant metal of sufficient thickness to be stable and reflect electronic signals to electronic pipeline detector when buried to a dept of twenty-four (24”) below normal ground level.

The metallic tape shall be painted blue on one side and shall have 1-inch high letters painted continuously on the same side of the tape which read, “CAUTION: BURIED WATER LINE BELOW” or other words to this effect.

The marking tape shall be “Detectable Warning Tape”, as manufactured by the Omega Marking Company, or equal approved by the Engineer.

2.2(a).3 Construction Methods

The Contractor shall backfill over non-metallic pipelines to a depth which is less than twenty-four (24”) and not more than twelve inches (12) from the top of the cut of the ditch section in which the pipeline is laid. Contractor shall stop the backfilling material to a generally uniform level. All machine tamping, jetting and other compaction activities shall be accomplished up to this point of height in the backfilling the marking tape is placed in the trench.

The Contractor shall then lay the marking tape in the pipe trench and shall be held in position by the spot placement of backfill materials over it to keep it from sliding t the sides and/or from being blown about in the ditch by the wind. The tape shall be lid with the painted side, which shall also be the side with the identification lettering on it, in the “up” position. The tape shall be laid in the flat position and kept there until backfill is accomplished.

The Contractor shall then complete the backfilling operation in such a manner that the marking tape is not cut, crimped, ruptured or separated by the backfilling work.

2.2(a).4 Measurement and Payment

No separate pay item will be provided for furnish and placing the marking tape. This item shall be considered subsidiary to the non-metallic pipe being placed.

2.3 Ductile Iron Pipe

A. All ductile iron pipe used in the construction of water works improvements shall be Cement Lined and shall be manufactured in accordance with and shall meet the requirements of AWWA Specification C-l5l.

B. Pipe shall be cast in lengths of not less than l2 feet and shall be designed for a working pressure of l50 pounds per square inch. Thickness of ductile iron pipe shall be as shown on the plans and bid proposal or shall be computed in accordance with AWWA Specification C-l50, based on l50 pounds per square inch working pressure for 10 feet of cover and laying condition 2.

C. All ductile iron pipe shall have an exterior, bituminous coating and an inside cement-mortar lining in accordance with the requirements of AWWA Specification C-l04.

2.4 Polyethylene Plastic Tubing

Service lines shall be constructed with polyethylene plastic tubing as specified in ASTM D 2737 with a rating of l60 psi.

2.5 Ductile Iron Pipe Fittings

All fittings for ductile iron pipe and PVC pipe shall be ductile iron and shall be mechanical joint all connections except tees for fire hydrant leads unless shown otherwise on the plans. Tees for connecting fire hydrant leads shall be MJ- with a flange outlet.

All ductile iron fittings shall conform to AWWA Specification C-110, designed for a working pressure of 250 psi. All ductile iron fittings shall have an external coating and shall be cement lined in accordance with the specifications for coating and lining the pipe.

2.6 Pretensioned Concrete Cylinder Pipe

A. The contractor shall furnish and install all concrete cylinder pipe and fittings, including connections and appurtenances complete as shown on the plans and specified herein.

B. The contractor shall submit six (6) sets of full and complete shop drawings on the concrete cylinder pipe and fittings. All of the drawings and data shall be complete and shall include a complete description of the pipe offered, including cuts, tabulated layout and all pertinent engineering data required for a complete evaluation of the submittal. Submittal data shall be in such form and so presented that the Engineer may readily review the data.

C. Prior to delivery of the pipe to the project site, the manufacturer shall furnish an affidavit certifying that all pipe, fittings, and specials, and other products and materials furnished, comply with the applicable provisions of this specification.

D. The pipe manufacturer shall furnish a factory trained, job experienced field representative who shall visit the project periodically during the course of installation. He shall also be subject to call by the contractor and/or engineer to advise and assist with the solution of field problems.

During visits, the representative shall observe all phases of the project including location and condition of pipe strung ahead of the contractor, trench width, if applicable, bedding and backfill, assembly of pipe joints and protection of steel. If, in the opinion of the representative any phase of the installation is unsatisfactory, he shall so advise the contractor's superintendent and also advise the owner or engineer's representative on the job site.

E. All closure sections shall be the jack on type and "field welding" will not be permitted without the written permission of the engineer.

F. Pipe manufacturer will install all necessary taps for the contractor to disinfect and field hydrostatic test the pipe.

G. Pretensioned concrete cylinder pipe, fittings and specials shall be designed, fabricated and tested in accordance with the latest requirements of AWWA C-303, "Reinforced Concrete Pressure Pipe Steel Cylinder Type, Pretensioned, for Water and Other Liquids" with additional requirements or modifications as described herein.

H. Pretensioned concrete cylinder pressure pipe shall be designed for l50 psi, working pressure and manufactured in 32 foot nominal lengths in accordance with the provisions of AWWA Standard C-303.

I. Inspection and Testing

(1) The owner reserves the option to have an independent testing laboratory, at the owner's expense, inspect pipe and fittings at the pipe manufacturer's plant to ensure compliance with the applicable specifications. The owner's testing laboratory and Engineer shall have free access to those parts of the manufacturer's plant that are necessary to ensure compliance with the governing standard. The pipe manufacturer shall notify the owner, in writing, at least two weeks ahead of pipe fabrication as to start of fabrication and fabricating schedule so that the owner can advise the manufacturer as to owners' decision regarding tests to be performed by an independent testing laboratory. In event the owner elects to retain an independent testing laboratory to make material tests and weld test, it is the intent that the tests be limited to one spot testing of each category unless the tests do not show compliance with the standard. If these tests do not show compliance, the owner reserves the right to have the laboratory make additional tests and observations to ensure compliance of the finished product with the standard.

(2) In any event, the manufacturer shall perform the tests described in AWWA C 303, and furnish the owner with a copy of the test reports, if requested, at the expense of the pipe manufacturer. The pipe manufacturer shall furnish the owner with affidavit of compliance as outlined in the standard.

(3) All welds for water tightness in special pipe and fittings that have not been hydrostatically tested may be examined by use of visible dye penetrant system meeting requirement of ASTM El65; however, collar reinforcement and all other lap welds shall be tested by introducing air under l0 psi pressure between the collar and cylinder and checking for leaks around and through the welds with soap solution.

The area to receive the dye penetrant shall be cleaned free from contaminants that might interfere with the penetrant process. The temperature of the steel in the weld area shall be between 60 and l25 degrees F. when the penetrant is applied. Dwell time of six hours shall be allowed after application of the penetrant and developer before interpreting the results.

Defects that are found shall be repaired and the test repeated until all defects

are eliminated. Colored penetrant shall be removed before fittings are lined.

2.7 Casing Pipe

Casing pipe to be installed in bore or open cut may be limited service pipe, corrugated galvanized steel pipe or new straight seam or spiral welded steel pipe. Casing pipe shall be furnished in thickness or gage as shown on the plans.

Limited service pipe proposed for use on this project must be approved a minimum of four (4) working days prior to the time of opening bids and shall be in good condition and shall meet the same service requirements as the corrugated galvanized steel or welded steel pipe.

Welded steel casing pipe shall be coated inside and out using a coal tar epoxy or shall be bituminous coated in side and out by the hot dip method.

2.8 Bedding Materials

A. All water pipelines placed on this project shall be bedded with crushed stone bedding materials to the minimum as shown on the plans and in the Detail Drawings.

B. Granular material furnished for foundation, bedding, encasement, backfill, or other purposes as may be specified, shall consist of any natural or synthetic mineral aggregate such as, crushed gravel, crushed rock, crushed stone, or slag, and shall conform to the following specifications and/or gradation.

Note, all materials used for these purposes shall be crushed and shall have at least two broken faces. Pea gravel will NOT be allowed.

	Foundation	Bedding	Encasement	Backfill
ASTM c33 Grade #57	X			
ASTM C33 Grade #67	X			
ASTM C33 Grade #8		X	X	
THD 1982 ITEM 302 Type "D" Grade #4		X	X	
THD 1982 Item 302 Type "D" Grade #5			X	
Crusher Fines**			*X	X

* 100 percent of crusher fines that are to be used within 12 inches of the top of pipe must pass the 3/4" sieve.

** Approximate Gradation for Crusher Fines

Sieve Size	% Passing
2 inch	100
#4	35 - 100
#10	20 - 100
#40	5 - 35
#200	4 - 10

Crushed stone material proposed as an alternate for use on this project and not meeting the above specifications must be approved in writing at least 48 hours prior to the time scheduled for opening bids.

C. Granular materials provided for Foundation, Bedding, Encasement, or backfill use as required by the contract, either as part of the pipe item work unit or as a separate contract item, shall be classified as to use in accordance with the following:

MATERIAL USE DESIGNATION	ZONE DESIGNATION
Granular Foundation	Placed below the bottom of pipe grade as replacement for unsuitable or unstable soils, to achieve better foundation support.
Granular Bedding	Placed below the midpoint of the pipe prior to pipe installation, to facilitate proper shaping and achieve uniform pipe support. Also for Class B Bedding where specified.
Granular Encasement	Placed below an elevation one half (6") foot above the top of pipe, after pipe installation, for protection of the pipe and to assure proper filling of voids and thorough consolidation of backfill.
Granular Backfill	Placed below the surface base course, if any, as the second stage of backfill, to minimize trench settlement and provide support for surface improvements.

In each case above, unless otherwise indicated, the lower limits of any particular zone shall be the top surface of the next lower course as constructed. The upper limits of each zone are established to define variable needs for material gradation and compaction or void content, taking into consideration the sequence of construction and other conditions. The material use and zone designations described above shall only serve to fulfill the objectives and shall not be construed to restrict the use of any particular material in other zones where the gradation requirements are met.

3. **VALVES AND VALVE BOXES**

3.1 General

A. Valves 4" through l2" shall be resilient seated gate valves with non-rising stems and shall open by turning to the left (counter clock wise).

B. Valves l4" and larger shall be resilient seated butterfly valves and have operators suitable for direct burial and shall open by turning to the left (counter clock wise).

All valves except valves for use in fire hydrant leads shall have mechanical joint ends unless shown otherwise on the plans. Valves for use in fire hydrant leads shall be flange by mechanical joint.

C. All valves and fire hydrants shall be spray coated with a two component thermal setting epoxy to cover all interior wetted ferrous surfaces. Finished coating shall have a minimum thickness of 4 mils. The coating shall conform to the coating section of these specifications.

D. All valves for buried service shall be equipped with 2" square AWWA operating nuts.

3.2 Gate Valves

A. Gate valves shall be iron body, resilient **wedge gate** and shall be in compliance with AWWA Standard C-509-80 or latest revision thereof and shall have the following design features:

B. All valves shall have a working pressure of 200 psi and shall be bottle tight tested at this pressure from both directions. The gate body shall also be hydrostatically tested at 400 psi. Zero leakage will be required in all tests. The body, bonnet, and stuffing box shall be flange together with ASTM A-307 Grade B bolts and nuts to insure repairability.

C. Stems shall be machined from modified manganese bronze rod with an integral forged thrust collar machined to size.

D. Stem seals shall be dual "O" ring type.

E. Valve discs shall be rubber encapsulated or have disc seat rings molded of natural rubber, internally steel reinforced retained to the disc by self-locking type 304 stainless steel screws. Valve gates shall seat against a machined epoxy coated mating surface in the body of the valve.

F. All internal ferrous metal surfaces (machined or cast) shall be factory spray coated with a two component thermosetting epoxy to a nominal thickness of 4 mils and the exterior shall be coated with asphalt varnish as specified for coating of the pipe. (See Sec. 3.4 of these specifications for epoxy coating).

G. Valves shall be Mueller A-**2360** or Dresser-M&H **4067** or approved equal. Any alternate (approved equal) to these specifications **shall have completely interchangeable parts with either of the specified valves.**

3.3 Butterfly Valves

A. General - All butterfly valves shall be of the rubber seated tight-closing type. They shall meet or exceed AWWA Standard C-504, Class l50B. Both valve ends shall be mechanical-joint per AWWA Standard C-lll. Accessories (bolts, glands, and gaskets) shall be supplied by the valve manufacturer.

B. All valves must use full AWWA C-504 Class l50 B valve shaft diameter, and full Class l50 B underground service operator torque rating throughout entire travel, to provide capability for operation in emergency service.

C. Valve body shall be high strength cast iron ASTM A 126 Class B with l8-8 type 304 stainless steel body seat. Valve vane shall be high strength cast iron ASTM A 48 Class 40 or ASTM A 536, Grade 65-45-l2 ductile iron having rubber seat mechanically secured with an integral l8-8 stainless steel clamp ring and l8-8 stainless steel self locking screws.

D. Rubber seat shall be a full circle 360^{o} seat not penetrated by the valve shaft. Valve shall have permanently set two way thrust bearing. Packing shall be designed for permanent duty in underground service.

E. Valve operator shall be of the traveling nut type, sealed, gasketed and lubricated for underground service. It shall be capable of withstanding an overload input torque of 450 ft. lbs. at full open or closed position without damage to the valve or valve operator. It shall be designed to resist submergence in water to 25 ft. head pressure. Number of turns to operate valve shall be as listed below in order to closely resemble conventional distribution valve practices and to minimize water hammer:

Pipe and Valve Size	Turns to close	Pipe and Valve Size	Turns to Close
4" - 6"	16-1/2	14" - 16"	48"
8"	24	18" - 20"	72
10" - 12"	36	24"	90

F. Valves shall be capable of easy closure by one man using standard valve key, even under emergency line-break conditions as severe as those that would - cause a valve maximum opening torque requirement of as much as two times AWWA Class l50 B.

G. All valves shall be tested bottle-tight at rated working pressure by the manufacturer as follows:

l4" up. . . . . l50 psi

In addition a hydrostatic test with vane partially open shall be given to the assembled valve as follow:

l4" up. . . . . 300 psi

H. Valve shafts shall be l8-8 type 304 stainless steel. Shaft bearings shall be of the self lubricating sleeve type.

I. Valve discs or vanes for valves 30" and larger shall be the flow through (bridge or truss) type.

J. Butterfly valves shall be Dresser-M&H Model "450", "4500" or "l450" or Mueller line seal III or approved equal. Alternates (approved equal) to these specifications must be approved in writing 48 hours prior to time bids are received.

3.4 Coating

A. The coating shall be a two part thermosetting epoxy protective coating and shall function as a physical, chemical and electrical barrier between the base metal to which it is applied and the surroundings.

B. The coating shall be non-toxic and shall not impart taste to water. The coating must be formulated from materials deemed acceptable per the FOOD AND DRUG ADMINISTRATION DOCUMENT TITLE 2l of the FEDERAL REGULATIONS ON FOOD ADDITIVES SECTION l2l.25l4 entitled, RESINS AND POLYMERIC COATINGS.

C. The coating shall have a satin finish and shall be suitable for field over coating and touchup with same coating material without sanding or special surface preparation, or application of heat in excess of room temperature.

D. The coating shall have a successful record of performance in valves, pipe or other allied equipment for a minimum of two years.

E. The coating adhesion to the substrate shall exceed cohesion of the coating film as demonstrated by the following test:

(1) Prepare test panel and apply coating per manufacturer's recommendation.

(2) After sample has properly cured per manufacturer's recommendation, scribe an "X" using a sharp knife or scalpel through the coating to the metal substrate.

(3) Then with the point of the knife at the juncture of two scribes, attempt to lift off coating. Coating should not lift off substrate or between coats readily, but should break up leaving coating material on the substrate of this damaged area.

(4) No disbandment of the film shall be noted as tested above after immersion in tap water for l500 hours at l00`F.

F. A falling sand abrasion test using ASTM D968 shall produce an abrasion coefficient of 25-30 liters/mil. As an alternative, a Taber Abrader Test should find 3.5 - 3.7 milligrams coating loss per l00 cycles when using a CSF l0 Wheel (l000 gram weight).

3.5 Valve Boxes

All valves to be used in buried service shall be enclosed in cast iron valve boxes. Care shall be taken to place and maintain the 2" square operating nut in the center of the valve box. The valve box shall be two piece cast iron suitable for use with PVC pipe box risers. The 6 inch diameter cover shall be marked " Water". The PVC riser pipe shall be furnished in lengths as required (minimum pipe cover 42") PVC pipe for valve box riser may be ASTM C-900, ASTM D1785 schedule 40, ASTM D2241 pressure class 125 or ASTM D3034 DR 35. Valve boxes shall have a concrete ring 8" thick and having a radius equal to the radius of the valve box plus one foot (1') cast around them. Valve boxes placed in unpaved areas shall be set level with or slightly higher than the finished ground elevation. Valve boxes set in paved areas shall match the finished pavement surface.

3.6 Fire Hydrants

A. Fire hydrants shall conform to the requirements of AWWA C 502 dry barrel type. The fire hydrants shall be designed for a depth of bury of 4.5 feet, however the depth of bury may vary according to field conditions and extensions or shorter bury depth may be required.

B. The hydrants shall have a 5-l/4 inch valve opening, two 2-l/2 inch hose nozzles and one 4-l/2 inch pumper nozzle.

C. Hose threads shall be National Standard threads.

D. The hydrants shall be sized for 6-inch mains and shall have an inlet connection compatible with the type pipe used. All gaskets, nuts, bolts and other jointing materials shall be considered part of the fire hydrant installation.

E. Operating nut shall be standard l-l/2 inch pentagon opening counter-clockwise. The hydrant shall close with the pressure.

F. Hydrants shall be painted Federal Safety Yellow.

G. Fire hydrants shall have all interior wetted ferrous surfaces epoxy coated as required in the general and coating section of this item.

H. The hydrants shall have a minimum of two (2) drain holes located on opposite sides of the hydrant. The entire drainage channel must be made of non-corrosive material and sealed by acceptable resilient material (metal and/or leather seals are not acceptable).

I. The hydrants shall have a breakable safety flange and breakable stem coupling which breaks cleanly upon impact.

J. The hydrants shall be AWWA improved type hydrants and shall have self-oiling reservoirs.

K. Fire hydrants shall be the Mueller Centurion, the Dresser -M & H 929 Reliant, or The American Darling.

4. EXCAVATION, TRENCHING BEDDING AND BACKFILLING

4.l Trenching

A. The trench shall be excavated to the lines and grades as established by the engineer and as shown on the plans. The depth of cover for all main lines on which the grades and elevations are not shown on the plans, shall in general be Forty-two (42) inches. The amount of cover may vary over or under 42 inches as directed by the engineer but in no case will the amount of cover be less than thirty-six (36) inches. Depth of cover for service lines shall be as shown on the detail drawings.

B. Water lines constructed in proposed streets and service drives shall have the depth of cover measured from the finished grade. The contractor is hereby cautioned that proposed street finished grades are sometimes cut below the existing ground elevation.

C. The minimum width of the trench shall be the outside diameter of the pipe plus twelve (l2) inches for pipe diameter through l8", the outside diameter of the pipe plus eighteen (l8) inches for pipe diameters over l8". The trenching equipment shall be maintained on a sufficiently level road bed to provide substantially vertical trench walls. The maximum horizontal offset of the trench wall from bottom of trench to the top of the trench (under-cutting) shall be four (4) inches.

D. The trench shall be over excavated to an even grade to the depth of required bedding so that the bottom of the pipe will rest on a uniform thickness of bedding material on the bottom of trench throughout the entire length of the pipe. In order to obtain a true even grade, the bedding material shall be fine graded by hand. On lines that are to be laid to established grades batter boards shall be set at fifty foot intervals and the trench graded to the established grade.

E. Any part of the trench excavated below grade shall be corrected by filling with bedding material. The bedding material shall be thoroughly compacted.

E. If large rock, rock fragments or other unyielding materials are encountered in the bottom of the trench they shall be removed to a depth of six inches below grade, and the void filled with thoroughly compacted approved bedding material.

G. Bell holes of ample dimensions shall be dug at each joint to permit the jointing of pipe to be made properly and of sufficient depth to prevent the bell of the pipe from resting on undisturbed materials.

H. Wherever necessary to prevent caving, the trench shall be adequately braced and sheeted. Trench safety shall be in accordance with item l4 "Shoring and Sheeting of this specification.

I. Trench digging machinery may be used to make the trench excavations except in places where operation of same would cause damages to trees, buildings or other existing structures either above or below ground. In such instances hand trenching methods shall be employed.

J. All excavated material shall be stockpiled in a manner that will not endanger the work or existing structures and that will cause the least amount of obstructions to walks and driveways.

K. There will be no classification of the excavated materials and the term excavation shall include all materials encountered in excavating the trenches or structural excavations.

L. The contractor shall take all necessary precautions for protecting paved areas from being damaged by the trenching and backfilling equipment. Any damage done to any paved area, outside of the area set forth in the plans, as a result of the construction work shall be repaired by the contractor at his own expense.

M. Where the lines are located behind curbs, the contractor shall take special precautions to protect trees and shrubs. Care shall be exercised to cause as little damage to lawns as possible.

Where lines cross under curbs, gutters or curbs and gutters, tunneling will be required.

N. Blasting for excavation of solid rock will be permitted only after securing the

approval of the Director of Engineering and Transportation and the engineer and only when proper precautions are taken for protection of persons and property. The hours of blasting will be fixed by the engineer. Any damage caused by blasting shall be paid for by the contractor. The method or procedure relative to blasting shall conform to all state laws and local ordinances.

O. The contractor will be required to locate all known utility lines, including consumer service lines, far enough in advance of the trenching to make proper provisions for protecting the lines and to allow for any deviations that may be required from the established lines and grades.

P. The contractor shall not be allowed to disrupt the service on any utility lines except consumers service lines, which may be taken out of service for short periods of time, if the contractor obtains permission from the engineer and from the owner of the premises being served by the utility.

Q. The contractor shall immediately notify the proper utility company of any damage to utility lines, in order that service may be reestablished with the least possible delay. Repair of any damage to existing lines and the repair of consumer lines which are authorized to be cut or temporarily taken out of service shall be made by the contractor at his own expense, and as directed by an official representative of the utility company involved.

R. All utility lines shall be properly supported to prevent settlement or damage to the line both during and after construction.

S. Any permanent relocations of existing utility lines shall be done by the proper utility company without expense to the contractor.

4.2 Backfill General

A. All pipeline excavations shall be backfilled in a manner that will restore pre-existing conditions as the minimum requirement and fulfill all supplementary requirements indicated in the Plans and Specifications. The backfilling operations shall be started as soon as conditions will permit on each section of pipeline to provide continuity in subsequent operations and restore normal public service as soon as practicable on a section-by- section basis. All operations shall be pursued diligently, with proper and adequate equipment, to assure acceptable results.

B. Depositing of the backfill shall be done so the shock of falling material will not injure the structure. Grading over and around all parts of the work shall be done as directed by the Engineer.

C. Whenever soil types which are determined by the Inspector to be undesirable for backfill are excavated from the trench, such material shall be hauled away and deposited where directed by the Inspector at no additional compensation.

D. In the absence of special work item requirements the backfilling shall be accomplished with the use of suitable materials selected from the excavated

materials to the extent available and practical. Should the materials available from the trench section be unsuitable or insufficient, the required additional materials shall be furnished from outside sources at the Owners expense.

E. Suitable material shall be defined as a mineral soil reasonable free of foreign materials (rubbish, debris, etc.) frozen clumps, oversize stone, rock, concrete or bituminous chunks and other unsuitable materials, that may damage the pipe installation, prevent thorough compaction, or increase the risks of after settlement unnecessarily. Material selection shall be such as to make the best and fullest utilization of what is available, taking into consideration particular needs of different backfill zones. Material containing stone, rock, or chunks of any sort shall only be utilized where and to the extent there will be no detrimental effects.

F. Backfill materials shall be carefully placed in relatively uniform depth layers spread over the full width and length of the trench section in a manner and/or sequence that will provide simultaneous support on both sides of the pipeline. Each layer shall be compacted effectively, by approved mechanical of hand methods, until there is no further visual evidence of increased consolidation. Compaction of the in place layer shall be completed acceptably before placing material for a succeeding layer thereon. The manner of placement, layer thickness, compaction equipment, and procedure effectiveness shall be subject to approval of the Engineer. Water jetting or flooding shall NOT be used to compact trench backfill.

G. Within the pipe bedding and encasement zones described as that portion of the trench which is below an elevation one foot above the top of the pipe, the materials placed shall be limited in particular size to 3/4 inch maximum. For larger pipe in access of 18 inches in diameter the Engineer may allow particle sizes up to 2 inches maximum if it can be shown that the backfill can be satisfactorily compacted without leaving voids or damaging pipe or joints. Above these zones, the placement of material containing stones, boulders, chunks, etc. shall be governed by the layer thickness and compaction equipment capabilities.

H. Compaction of materials placed within the pipe bedding and encasement zones shall be accomplished with portable or hand equipment methods to achieve thorough consolidation under and around the pipe and avoid damage to the pipe. Above the pipe zone material, the use of heavy roller type compaction equipment shall be limited to safe pipe loading.

I. The maximum loose thickness of each backfill layer shall be l2 inches, except that l6 inches will be permitted for Granular Materials placed above an elevation one foot above the top of pipe, and with the provision that, by authority of the Engineer in consideration of the demonstrated capability of special type vibratory compactors, these maximums may be increased at his discretion. "Hydro tamps" or "vibra tamp: or other heavy vibrating equipment shall not be used until the backfill has reached a depth of four (4) feet above the top of the pipe.

J. All surplus or waste materials remaining after completion of the backfilling operations shall be disposed of in an acceptable manner within 24 hours after

completing the backfill work on each particular pipeline section. Disposal at any location within the project limits shall be as specified, or as approved by the Engineer; otherwise, disposal shall be accomplished outside the project limits at the Contractor's discretion. The backfilling and surplus or waste disposal operations shall be a part of the work required under the pipeline installation items, not as work that may be delayed until final cleanup.

K. Until final acceptance of the project, the Contractor shall assume full Responsibility and expense for all backfill settlement and shall refill and restore the work as directed to maintain an acceptable surface condition. All additional materials required shall be furnished without additional cost to the Owner.

4.3 Backfill Procedure above Pipe Zone, in Public Rights-of-way and other areas where settlement is important.

A. Backfill above the pipe zone shall be made using Portland cement stabilized backfill or crushed stone screening (crusher fines).

B. Backfill around structures such as manholes, junction boxes, transformer boxes and valve boxes shall be made using portland cement stabilized backfill material or crushed stone screening (crusher fines).

C. The minimum depth of stabilized backfill or crusher fines shall be twelve (12") inches.

When utilities are being constructed under existing paving, the stabilized backfill or crusher fines shall extend from top of the pipe zone to the top of the base course.

When utilities are being constructed under existing unpaved streets that are not scheduled for immediate pavement construction, the stabilized backfill or crusher fines shall extend from the top of the pipe zone to the existing roadway surface.

When utilities are being constructed in new streets that are scheduled for immediate paving or in streets in a new subdivision for which a paving contract with the property developer has been approved the stabilized backfill or crusher fines shall extend from the top of the pipe zone to the bottom edge of the eight (8") inches of subgrade, or, if the paving contractor has constructed a portion of the roadway prior to the construction of the utilities stabilized backfill shall extend to the top of the course the contractor has finished. In no case shall the backfill extend above the top of the base course.

If the final course of asphaltic concrete has been placed, the street or alley surface shall **NOT** be cut for utility installation.

In new streets where stabilized backfill is required only to the bottom of the subgrade course, the minimum depth of stabilized backfill may be reduced to six (6") inches in which case the maximum depth of the "pipe zone" shall be limited to six (6") inches above the top of the utility line or conduit.

D. Backfill Materials

(1) Portland cement stabilized backfill shall consist of caliche base material, blow sand or native soil stabilized by the addition of Portland cement. Crushed stone or concrete aggregate shall **NOT** be used.

The Contractor shall submit a mix design prepared by an approved Commercial Laboratory that will produce a minimum 7 day compressive strength of 150 psi. In no case shall the minimum cement content of the mix be less than 1 sack per cubic yard.

(2) Cement used in Portland cement stabilized backfill shall be Type I or Type II conforming to the requirements of ASTM Designation C150.

(3) Caliche used for Portland cement stabilized backfill shall be crushed material con-forming to Texas State Department of Highways and Transportation 1982Standard Specifications for Construction of Highways, Streets and Bridges Item 248 Type F, Grade 2.

(4) Blow sand used for Portland cement stabilized backfill shall be clean, free from organic matter, clay lumps, rock and other deleterious matter.

(5) Native soil used for Portland cement stabilized backfill shall be clean, free from clods and organic matter, and rock in excess of 2".

(6) Crushed stone screening (crusher fines) used for back fill shall be sharp grained particles of crushed stone conforming to the following gradation

Sieve Size	% Passing
2"	100
#4	35-100
#10	20-100
#40	5-35
#200	4-10

and may be the by product of crushing stone for other purposes or may be stone specifically crushed for use in backfill. Crusher fines not meeting these specifications may be approved for backfill upon demonstration that the desired results will be obtained.

E. Backfill Construction

(1) Portland cement stabilized caliche backfill or Portland cement stabilized native soil backfill may be constructed using either the "dry" method or the "wet" method.

(a) The dry method of stabilized backfill construction consists of dry mixing of the cement and caliche, sand or soil to produce a homogenous mixture then adding and mixing sufficient water for proper compaction and hydration of the cement. The water content of the mixture will be approximately one to two percent above the optimum moisture for soil compaction. The mixing may be accomplished by using batch mixers or on the job site by "blade Mixing" or other suitable method to produce the desired backfill material. The mixed material shall be placed in lifts of up to a maximum of 12 inches and compacted to ninety five (95%) modified proctor density by use of suitable compacting equipment.

(b) In the "wet" method of cement stabilized backfill construction, the materials shall be mixed in an approved concrete batching plant or mixer to the consistency of concrete and placed as concrete would be placed. The slump of the backfill material shall be such that all voids will be filled, approximately four (4") to six (6") inches. The backfill shall be consolidated by rodding or by the use of mechanical vibrators.

(c) The mix design used must be for the method of placement chosen.

(2) Portland cement stabilized blow sand backfill shall be mixed and placed by the "wet" method as described above.

(3) Crushed stone screening (crusher fines) shall be wetted uniformly throughout with sufficient moisture to assure proper compaction before being placed in the trench.

The moistened crushed stone screening (crusher fines) shall be placed in maximum lifts of twelve (12") inches and consolidated using vibratory type compaction equipment except when it has been demonstrated that the compaction equipment employed will adequately compact deeper lifts in which case the maximum depth of a lift shall be limited by the capabilities of the equipment used.

Tests to determine the compacted density of the backfill shall be ordered by the Engineer if in his opinion the compaction is not adequate. Test showing a minimum compacted density of 90% modified proctor will be deemed adequate compaction.

5. INSTALLATION OF DUCTILE IRON PIPE

5.1 Pipe Laying - General

A. All pipe and accessories shall be unloaded, handled, laid, jointed, tested for defects and for leakage and chlorinated in the manner herein specified.

B. The pipe, fittings, valves, and accessories shall be inspected upon delivery and during the progress of the work and any material found to be defective will be rejected by the engineer and the contractor shall remove such defective material from the site of the work.

C. The contractor shall be responsible for all material furnished by him and he shall replace at his own expense all such material that is found to be defective in manufacturer or has become damaged in handling after delivery.

D. All pipe, fittings, valves, and other accessories shall, unless otherwise directed, be unloaded at the point of delivery, hauled to and distributed at the site of the work by the contractor. Loading and unloading, of pipe and fittings shall be by hoisting or by sliding, or rolling on skidways in such a manner as to avoid shock or damage to the material. Under no circumstances shall pipe or fittings be dropped. Pipe handled on skidways must not be skidded or rolled against pipe already on the ground.

The pipe, fittings and accessories shall be placed along the site in such a manner as to be kept as free as possible from dirt, sand, mud, and other foreign matter.

E. All pipe shall be laid and maintained to the lines and grades shown on the plans
or as established on the ground by the engineer.

F. Wherever it is necessary to deflect pipe from a straight line either in a vertical or horizontal plane to avoid obstructions, to plumb valves and hydrants, or where vertical or horizontal curves are shown or permitted, the degree of deflection at each joint shall not exceed the maximum deflection recommended by the manufacturer of the particular kind of pipe being laid and the degree of deflection shall be approved by the engineer.

G. After the trench grade has been completed and all bell holes dug and the grade inspected, the pipes and accessories my be placed in the trench. All pipe, fittings, valves, and hydrants shall be carefully lowered into the trench piece by piece by means of derricks, ropes, or other suitable tools or equipment, in such a manner as to prevent damage to the material in any way. Under no circumstances shall pipe or accessories be dropped or dumped in the trench.

H. Before lowering into trench the pipe shall be again inspected for defects and the pipe while suspended shall be lightly hammered to detect cracks. Any defective, damaged or unsound pipe and materials shall be rejected.

I. All foreign matter or dirt shall be removed from the inside of the pipe and from all bells, spigots or parts of the pipe used in forming the joint, before the pipe is lowered into the trench, and it shall be kept clean by approved means during and after laying.

5.2 Laying and Jointing Ductile Iron Pipe

A. Unless otherwise directed, pipe shall be laid with bells facing in direction of laying; and for lines on appreciable slopes, bells shall, at the discretion of the engineer, face up grade. Cutting of pipe for inserting valves, fittings or closure pieces shall be done in a neat and workmanlike manner without damage to the pipe or the cement lining.

B. The jointing shall be completed for all pipe laid each day. No open joints will be left in the trench overnight. At times when pipe laying is not in progress, the open ends of pipe shall be closed by approved means. No trench water shall be permitted to enter the pipe.

C. No pipe shall be laid in water, or when the trench conditions or weather is unsuitable for such work, except by written permission of the engineer.

D. Rubber Gasket joints for cast iron or ductile iron pressure pipe and fittings shall conform to AWWA Standard C-lll.

E. Before laying the pipes, all lumps, blisters and excess coal tar coating shall be removed from the bell and spigot ends of each pipe; the outside of the spigot and the inside of the bell shall be wire brushed and wiped clean and dry. Pipe ends shall be kept clean until joints are made.

F. The pipe and fittings shall be properly aligned and free to move in any direction while bolting, and the bolts shall be gradually tightened at a uniform rate around the entire flange.

G. Flange joints where used shall be bolted with flange bolts of best quality mild steel and of the size and length required by AWWA C-ll5: Bolts and nuts shall be provided with standard hexagonal heads. Gasket rings shall be used and shall be made of best quality rubber composition sheet packing one-eighth (l/8) inch thick, of a brand and quality approved by the engineer.

H. Standard plugs shall be inserted into the bells of all dead end pipes, tees, or crosses and spigot ends shall be capped. Plugs or caps shall be jointed to the pipe or fittings in the same manner used in joining the pipe.

6. SPECIFICATIONS FOR INSTALLING PRETENSIONED CONCRETE CYLINDER PIPE

6.l General

The applicable portions of the specifications for installing ductile iron pipe shall apply except as amended or supplemented herein.

6.2 Pipe Laying

A. Pipe and fittings shall be handled with care at all times to avoid damage. They shall be lifted by hoists or slide or rolled on skid-ways in such manner as to avoid shock. Under no circumstances shall they be dropped. Pipe must not be skidded or rolled against other pipe or object.

B. Just before making the joint, the bell and spigot rings shall be thoroughly cleaned by wire-brushing until clean and dry. The gasket and the inside surface of the bell shall be lubricated with a light film or soft vegetable soap compound (flax soap) to facilitate telescoping the joint. The rubber gasket shall be stretched uniformly as it is placed in the spigot groove to insure a uniform volume of rubber around the circumference of the groove.

C. The joint shall be telescoped by pulling directly along the centerline of the pipe so that the spigot enters squarely into the bell. After the spigot has been telescoped into the bell, the bell end of the pipe being laid shall be moved in accordance with the plans to secure proper grade and alignment. After the joint is in place, a thin metal feeler gauge shall be used to check the position of the rubber gasket around the circumference of the joint.

D. The inside joint recess shall be filled immediately prior to placing the pipe together by buttering the bell end with mortar. After the joint is engaged, the joint mortar of pipe l8" in diameter and larger shall be finished off smooth by hand. The mortar in pipe smaller than l8" in diameter shall be smoothed and cleaned with a swab.

E. After the spigot has been telescoped into the bell, the joint checked and found satisfactory, a canvas wrapper shall be placed around the pipe, covering the joint. The canvas type wrapper shall be of the quality manufactured by the Mar-Mac Manufacturing Company or approved equal burlap type, and shall be hemmed at each edge to allow threading with a steel strap to securely fasten the wrapper around the pipe by means of a stretcher and sealer.

The wrapper shall have a minimum width of 7" and sufficient length to encircle the pipe leaving enough space between the ends at the top to allow the cement mortar to be poured. The entire joint shall be poured with cement mortar and rodded or agitated to eliminate voids and settlement. Prior to pouring the cement mortar the joint shall be thoroughly cleaned and saturated with clean water. Any joint showing shrinkage or excessive cracking shall be cleaned and remade. In hot weather,

additional measures may be required to obtain the best quality of joint, such as additional wet burlap, curing membrane, or immediate careful and well controlled backfilling of the joint with damp earth.

F. The mortar used at the exterior joint shall consist of one part Portland cement to 2-l/2 parts fine, sharp, clean sand and mixed with water to the consistency of thick cream. Mortar required at the joint shall not be placed in freezing weather unless adequately protected from freezing.

G. The joints for pipe to be installed in casing shall be made as for pipe laid in trench except that the outside portion of the joint shall be wrapped in a special polyurethane wrap impregnated with unhydrated cement manufactured for this purpose, prior to being jacked into the casing pipe. The wrap shall be "Flex-Protex" as manufactured by Mar-Mag Mfg. Corporation or approved equal. The interior of the joints shall be mortared after the pipe to be installed in casing has been jacked into place. The pipe shall not be moved after interior mortaring is completed. After the water line has been installed in the casing the ends of the casing shall be sealed using concrete or cement mortar.

H. Steel cylinder reinforced concrete pipe shall not be pressure tested until it has been in place a minimum of l4 days.

I. The contractor shall fill the steel cylinder reinforced concrete pipe under slight pressure and allow approximately 24 hours for water absorption by concrete lining before performing pressure test.

7. SETTING VALVES, VALVE BOXES, FIRE HYDRANTS AND FITTINGS

7.1 General

Valves and fittings shall be set at the locations shown on the plans or at locations as established by the engineer, and shall be set and jointed to the pipe in the manner heretofore specified for pipe installation. All valves buried in the ground shall have a cast iron valve box set over the valve and set to grade. All valves shall be set vertical, unless otherwise specified, and shall be thoroughly inspected and checked for operation before installation.

7.2 Valve Boxes

Cast Iron valve boxes shall be firmly supported and maintained centered and plumb over the wrench nut of the valve, with box cover flush with the surface of the ground or street paving.

Valve boxes shall be supported by a ring of concrete as shown on the plans and Detail Drawings. This ring shall be Class "A" concrete having a minimum thickness of six (6") inches and shall extend a minimum of twelve (12") inches in all directions from the outside diameter of the valve box and shall be supported on thoroughly compacted backfill.

7.3 Setting Fire Hydrants

A. Fire hydrants shall be located at points shown on the plans, the exact location of the hydrant to be established by the engineer. All hydrants shall be set plumb, to the grade as established by the engineer, and shall have their nozzles parallel with and/or at right angles to the curb, with the pumper nozzle facing the curb. The hydrants shall be supported in such a manner as not to cause a strain on the fire hydrant lead or branch.

The bowl of the hydrant shall be well braced against unexcavated earth at the end of the trench with concrete blocking. The concrete blocking shall be placed so as not to interfere with the hydrant drains and so that the joints or flanges are accessible.

B. Each hydrant shall be connected to the main with a six (6) inch ductile iron branch controlled by an independent six (6) inch gate valve. Each hydrant shall be set upon a stone or concrete slab not less than four (4) inches thick and not less than one square foot of surface area. Where solid rock exists in the bottom of the trench and same is excavated to the proper depth to form a foundation for the hydrant, the slab of stone or concrete may be omitted.

C. There shall be placed around the base of the hydrant not less than seven (7) cubic feet of sound broken stone or clean gravel, or other suitable material to provide reservoir capacity so that the hydrant will completely drain when closed. The gravel or broken stone shall reach from the bottom of the trench to at least six (6) inches above the waste opening in the hydrant. Each hydrant shall be operated by the contractor to prove to the inspector that the drain hole has not been plugged with concrete or other material.

8. **ANCHORAGE OF BENDS, TEES AND PLUGS, ETC.**

Reaction or thrust blocking shall be applied to all pipe lines at all tees, plugs, caps, valves, fire hydrants, and at bends deflecting ll-1/4 degrees or more. Concrete shall be used for blocking the pipe and fittings. Concrete for thrust block shall have a minimum compressive strength of 3,000 psi and shall conform to Texas Highway Department Class "A" concrete. Before thrust blocking is placed the element to be blocked shall be carefully wrapped in polyethylene sheeting having a minimum thickness of 3 mils. The blocking shall be placed between solid ground and the fitting to be anchored; the area of bearing on pipe and on the ground in each instance shall be that required by the engineer. The blocking shall be so placed that the pipe and fitting joints will be accessible for repair.

9. DISINFECTION OF PIPE LINES

The contractor shall furnish all labor, equipment, and materials necessary to the disinfecting of the new pipe lines which shall be disinfected before being placed in service. The lines shall be disinfected by the application of a chlorinating agent. The chlorinating agent may be a liquid chlorine, liquid chlorine gas water mixture, or a calcium hypochlorite solution, which shall be fed into the lines through a suitable solution feed device, or other methods approved by the engineer. The chlorinating agent shall be readily dissolvable and of a type that will rapidly mix with the water as it is loaded into the water line. Tablets or other solid form shall not be used unless they are dissolved before being placed into the line. The chlorinating agent shall be applied at or near the point from which the line is being filled, and through a corporation stop or other approved connection inserted in the horizontal axis of the newly laid pipe. The water being used to fill the line shall be controlled to flow into the section to be disinfected very slowly, and the rate of application of the chlorinating agent shall be in such proportion to the rate of water entering the pipe that the chlorine dose applied to the water entering the line shall be at least 50 parts per million. The treated water shall be retained in the pipe lines for a period of not less than twenty four (24) hours. At the end of the retention period all treated water shall be thoroughly flushed from the lines until the replacement water in the lines shall have a chlorine residual of not more than 0.2 parts per million. Where it is necessary to place the new lines in service in less than 24 hours, the concentration of chlorine may be increased to 300 ppm and the lines flushed and placed in service in 3 hours. Disinfecting procedures shall conform to AWWA C 60l.

l0. HYDROSTATIC TESTS

All pipe lines constructed under this contract before being accepted, shall be tested at l20% design pressure as described in the following paragraphs. This test shall apply to all newly laid pipe or any valved sections thereof.

The required test pressure (l80 pounds per square inch) shall be maintained over a continuous period of not less than eight (8) hours.

Each valved section of pipe shall be slowly filled with water, being certain that all air is expelled from the pipe by using hydrants, blow-offs or taps at points of highest elevation in the line. The specified pressure shall be applied by means of a pump and flow meter (gpm and amount) connected to the pipe in a manner satisfactory to the engineer. The contractor shall furnish all necessary equipment, materials and labor to satisfactorily make the hydrostatic tests.

After the line section to be tested has been brought to pressure, a visual inspection shall be made of all joints, fittings, valves, and appurtenance. Any leaks thus located shall be corrected before continuing with the test.

If the test indicates a leakage in excess of a rate equal to twenty-five (25) gallons per inch of nominal diameter of pipe line per mile per day (maximum 600 gallon per mile per day total leakage) the cause of such leaks shall be determined and corrected and the line retested until satisfactory results are obtained.

11. **REMOVING AND REPLACING PAVEMENT**

A. When it is necessary to cut existing paving to install utilities the paving shall be repaired as soon after the backfill is consolidated or the cement stabilized backfill has reached sufficient strength as practical. The repair shall be made using Texas Highway Department Type "D" Hot Mix Asphaltic Concrete and shall have a minimum thickness equal to the thickness of the existing surface.

B. Edges along the trenches and around pits shall be saw cut to remove damaged edges and/or surface. Saw cuts shall be straight and parallel to or at right angles to the street or alley center line in so far as practical. Meandering, zig-zag or notched saw lines will not be permitted. The saw cuts shall be such that a minimum of 6" of surface is removed beyond the edges of the trench.

C. The edges of the saw cut and surface of the backfill material shall be tack coated prior to the placing of hot mix asphaltic concrete. The tack coat shall be either RC-250 cut back asphalt or RS2h emulsified asphalt or approved equal. When emulsified asphalt is used for tack coat the asphaltic concrete shall not be placed until the break of the emulsion is complete and all free water has evaporated or has been removed.

D. After the tack coat is cured the hot mix asphaltic concrete shall be placed uniformly throughout the repair area. The edges of the repair shall be squared up and the hot mix asphaltic concrete thoroughly compacted. Any large aggregate that is separated from the mix during the leveling process shall be removed from the surface and disposed of off the project. Care shall be taken that none of the mix over laps the old paving. Any mix that has "scabbed" onto the paving shall be removed before the section is reopened to traffic.

Sufficient mix shall be placed so that the finished repair is from one eight (1/8") inch to one quarter (1/4") inch above the old paving surface to allow for further consolidation by traffic.

12. **TUNNELING UNDER UTILITY LINES, ETC**.

Where pipes, conduits or concrete curbs, gutters or other obstructions are encountered in the construction, the cost of tunneling under such obstructions shall be included as a part of the cost of the pipe line, or other pay items, complete in place.

13. **HIGHWAY CROSSING**

A. The City of Midland will obtain any required permits from the State Highway Department for installation of the water line along and across the highway right-of-way. It shall be the contractor's duty and responsibility to coordinate the time of making the crossing and the manner of handling traffic.

B. Installations of the casing pipe shall be accomplished by boring or open cut trench as indicated on the drawings and in accordance with the Texas Department of Transportation permit and requirements. Equipment used shall be of such size and capacity as to allow the placement of the casing to proceed in a safe and expeditions manner. Installation of the casing and the excavation and removal of the materials

within the casing shall proceed simultaneously.

The boring shall proceed from a pit provided for the boring equipment and workmen. Excavation and location of the pit shall be approved by the Engineer. Boring without the concurrent installation of the casing pipe will not be permitted. The use of water or other fluids in connection with the boring operation will be permitted only to the extent of lubricating cuttings. Jetting will not be permitted. Overcutting in excess of one inch shall be remedied by concrete pressure grouting the entire length of the installation. All joints for casing pipe installed in bore shall be welded. Care shall be taken to keep the casing pipe on the proper line and grade.

C. After the casing pipe has been installed and is accepted by the Engineer, the pipe shall be shoved through the casing. The pipe shall be pushed or pulled through the casing by exerting pressure on the barrel of the pipe and not on the bell, and shall be done in such a manner that the joint is always in compression during the shoving operation. Hardwood, or other suitable material skids shall be banded with stainless steel bands to each joint of pipe In accordance with the pipe manufacturers recommendation. The hardwood skids shall be of sufficient dimensions to allow the bell of the pipe to clear the casing pipe by at least one-half inch. The length of the skid shall be in accordance with the pipe manufacturers recommendations. A minimum of three bands shall be used to secure the skids to the pipe. The skids shall be such that the carrier pipe will be centered in the casing pipe. The design of skids and bonding techniques shall be submitted to the Engineer for approval prior to use.

In general waterline installation in the casing pipe shall conform to AWWA C 600-Section 6 requirements.

After completion of pipe installation in casing, the ends of the casing shall be sealed off by use of concrete grout. The minimum compressive strength of the grout shall be 2,000 psi in 28 days.

14. **SHORING & SHEETING**

14.1 Description

This item shall govern for the Trench Safety Systems required for the construction of all trench excavation to be utilized in the project and including all additional excavation and backfill necessitated by the safety system. A trench shall be defined as a narrow excavation (in relation to its length) made below the surface of the ground. In general, the depth is greater than the width, but the width of a trench (measured at the bottom) is not greater than 15 feet. The depth is five feet or more.

Trench Safety Systems include but are not limited to sloping, sheeting, trench boxes or trench shields, sheet piling, cribbing, bracing, shoring, dewatering or diversion of water to provide adequate drainage.

l4.2 Construction Methods

Trench safety systems shall be accomplished in accordance with the detailed specifications set out in the provisions of Excavation, Trench, and Shoring, Federal Occupational Safety and Health Administration (OSHA) Standards, 29CFR, Part 1926, Subpart P, as amended, including Proposed Rules published in the Federal Register (Vol. 52, No. 72) on Tuesday, October 31, l989. The sections that are incorporated into these specifications by reference include Sections 1926-650 through 1926-652. Legislation that has been enacted by the Texas Legislature, being Tex. Rev. Civ. Stat. Ann. arts. 1015q, 2368a.6 (Vernon Supp. 1988) with regard to Trench Safety Systems, is hereby incorporated, by reference into these specifications.

A reproduction of the OSHA Publication 2226 is attached for the convenience of the Contractor. The City assumes no responsibility for the accuracy of the reproduction or that it reflects current law. The Contractor is responsible for obtaining a copy of this section of the Federal Register for his use.

If the contractor elects to use a trench protective system that, in the Proposed Rules, requires "Design by a qualified person or a qualified engineer," [For example see 1926.652(b) (3) and 1926.652(c) (4)], "a qualified person or qualified engineer" shall be a Professional Engineer registered in the State of Texas. The Contractor is responsible for obtaining boring and soil analysis as required for the planned design. The trench excavation is to be designed in conformance with OSHA standards and regulations.

14.3 Safety Program

The Contractor shall submit a safety program specifically for the construction of trench excavation. The trench safety program shall be in accordance with OSHA standards governing the presence and activities of individuals working in and around trench excavation.

14.4 Inspection

The Contractor shall make daily inspections of the Trench Safety Systems to ensure that the systems meet OSHA requirements. Daily inspection is to be made by a "competent person" provided by the Contractor. If evidence of possible cave-ins, or slides, is apparent, all work in the trench shall cease until the necessary precautions have been taken by the Contractor to safeguard personnel entering the trench. It is the sole duty, responsibility and prerogative of the Contractor, not the owner or the Engineer, to determine the specific applicability of the designed trench safety systems to each field condition encountered on the project. The Contractor shall maintain a permanent record of daily inspections.

14.5. Safety Restrictions - work near high voltage lines

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

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

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

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

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

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

l5. MEASUREMENT AND PAYMENT

l5.l General

The unit price or lump sum price bid on each item, as stated in the proposal, shall include furnishing all labor, superintendence, machinery, equipment, and materials necessary to complete the various items of work in accordance with the plans and specifications. Cost of work or materials shown on the plans and called for in the specifications and on which no separate payment is made shall be included in the bid price on the various pay items.

l5.2 Water Lines

A. Measurement

The length of pipe lines for the various sizes, classes and types to be paid for will be determined by measurement along the center lines of the pipe installed, measurement being made from the center of fitting to center of fitting or end of pipe, without any deduction for the length of intermediate fittings or valves including pipe installed in casing.

B. Payment

Furnishing and installing approved type pipe of the various sizes and classes shown on the plans or as required will be paid for at the unit price bid per linear foot for furnishing and installing the various sizes and classes of approved pipe complete in place. The unit price bid shall be complete compensation for furnishing and installing the pipe complete in place including all excavation, backfilling, testing and disinfection of lines and shall include any and all incidental work not otherwise included in the bid items or otherwise provided for in the specifications.

l5.3 Solid Rock Excavation

All excavation for pipe trenches shall be unclassified and no extra compensation will be made for solid rock excavation. The contractor is expected to make boring of his own and satisfy himself to the character of material which will be encountered.

l5.4 Gate Valves or Butterfly Valves

A. Measurement

Gate valves or butterfly valves will be counted in the field after installation by the size and type specified and actually installed.

B. Payment

The unit price bid for each type and size valve shall be complete compensation for furnishing and installing the valves, complete in place, including the furnishing and installation of cast iron valve boxes on all valves to the finished grade of the adjacent surface. All valves in paved areas shall be set to finish pavement grades

l5.5 Fire Hydrants

A. Measurement

Fire hydrants will be counted in the field after installation in accordance with the plans and specifications.

B. Payment

The unit price bid shall be complete compensation for furnishing and installing the fire hydrants, complete in place, each, including lead pipe the gravel drain, concrete blocking, extension or additional bury depth as required for a complete installation.

I5.6 Service Connections

A. Measurement

The number of service connections of the type and size specified to be paid for will be counted in the field after complete installation.

B. Payment

The unit price bid shall be complete compensation for furnishing and installing the service connections, complete in place, including the meter box and lid, service line, corporation stop, meter stop and incidentals required for a complete installation.

I5.7 Ductile Iron Fittings

A. Measurement

The weight of the various ductile iron fittings and specials were estimated by using the standard weights for cast iron fittings as established by the American Water Works Association or American Standard Association. Measurement of ductile iron fittings will be made by counting the actual number of fittings installed and multiplying the number of fittings by the catalog weights for those types of fittings actually installed. Allowance will be made for glands and bolts.

B. Payment

The ductile iron fittings or specials required in the construction of the various size pipe lines as shown on the plans or as required will be paid for at the unit price bid per ton for furnishing and installing the ductile iron fittings complete in place. The unit price shall also include all materials, excavation, backfilling, concrete blocking and other incidental work required for the complete installation.

I5.8 Steel Cylinder Concrete Pipe Fittings

A. Measurement

No separate measurement or count of fittings and specials for steel cylinder concrete pipe will be made.

B. Payment

No separate payment will be made for fittings or specials for steel cylinder concrete pipe used on this project, but the cost of same shall be included in the price bid per linear foot for the various classes and sizes of pipe in the bid proposal.

l5.9 Casing Pipe In Bored Hole Or Open Cut

A. Measurement

Measurement of the casing pipe, of the type and size specified, shall be made by the linear foot of casing installed complete in bored hole or installed complete in open cut.

B. Payment

The unit price bid per linear foot for casing in bored hole or for casing in open cut shall be complete compensation for furnishing and installing the casing, complete in place, including all pits, boring equipment, materials and labor required for a complete installation. Payment for carrier pipe installed in the casing will be made as stated under Waterlines above.

l5.l0 Paving Cut and Repair

A. Measurement

Measurement of paving cut and repair will be made by the square yard for replacing pavement of the type specified. The area of the pavement replaced shall be determined by actual measurements on the ground; however, measurement will be limited to areas within widths of cuts as shown on the plans unless additional widths are authorized by the engineer. Any pavement removed or damaged outside of the aforementioned limits shall be replaced as prescribed with these specifications, but will not be measured for payment.

B. Payment

The unit price bid, per square yard, shall be complete compensation for cutting and removing the pavement, and constructing the concrete base and surfacing of the type specified, all as specified herein and as shown on the plans.

15.ll Trench Safety Systems, Sheeting and Shoring

A. Measurement

Trench Safety Systems shall be measured by the linear foot along the centerline of trench including manholes and other line structures.

B. Payment

Payment for Trench Safety Systems, measured as prescribed above, shall be made at the unit price bid per linear foot of "Trench Safety Systems: Payment of all work prescribed under this item shall be full compensation for the Trench Safety Systems including all Engineering cost and any additional excavation and backfill required, for furnishing, placing, maintaining and removing all shoring, sheeting, or bracing; for dewatering or diversion of water; for all jacking and jack removal; and for all other labor, materials, tools, equipment and incidentals necessary to complete the work.

Revised 08/07

GRAVITY FLOW PIPE SEWERS AND FITTINGS FOR WASTE WATER AND STORM WATER

PART I – GENERAL

1.01 SCOPE

A. The work covered by this specification shall include the furnishing of all material, labor and equipment to construct, complete in place, all Gravity sewers including jointing, gaskets, fittings, castings, mortar, concrete, the placing of sewer pipe, and the construction of manholes and other appurtenance, all in accordance with the details shown on the plans and these specifications for the drainage of sanitary and/or storm sewage.

B. Sanitary and storm sewer lines constructed under these specifications shall be straight in grade and alignment between manholes. Manholes shall be constructed at any change in grade and at any change in alignment. In general manholes are to be constructed at 300 feet intervals or less with the maximum distance between manholes being 350 feet when approved by the Engineer.

1.02 QUALITY ASSURANCE

A. The Contractor, at the Engineer's request, shall furnish a certificate from the manufacturer of the pipe and fittings that the manufacturer is fully competent and capable of manufacturing sewer pipe, fittings, and accessories of the type, size and grade proposed for use in this project that are of uniform texture and strength that will fully comply with these specifications and have so manufactured this class of pipe in sufficient quantities to be certain that it will meet all normal field conditions of usage. The manufacturer must have adequate equipment and quality control facilities to be sure that each extrusion casting or run of pipe is uniform in texture, dimensions, and strength.

B. All PVC, HDPE, or plastic resin based pipe and fittings shall be covered during storage to protect them from excessive heat and direct sunlight.

C. All pipe and accessories shall be stored above ground and fully supported so that they will not bend or deflect excessively under their own weight.

D. Pipe in any way damaged or deformed during storage shall not be incorporated into this project, but at the direction of the Engineer, shall be permanently removed from the job site and project area.

1.03 TYPE OF PIPE

A. Pipe for sanitary sewers 15 inches in diameter and less shall be PVC. Pipe for storm drains 15 inches in diameter and less may be corrugated steel pipe when called for on the plans and in the bid proposal. Pipe 18 inches in diameter and larger shall be of the type shown on the plans and bid proposal.

B. The contractor may be allowed to bid a choice of two or more of the pipe materials when pipe 18 inches in diameter and larger are proposed for use on a project. When such choice is allowed the permissible choices will be clearly stated on the plans and/or bid proposal and a blank space will be provided for the contractor to write in the type of pipe proposed for use on the project. When such blank spaces are provided, the contractor must choose one of the permitted pipe materials as specified in part 2 “Materials” of these specifications and write in the type of pipe bid. Failure to write in the type of pipe bid may be reason to disqualify the bid. One or more types of pipe 18 inches in diameter and larger may be excluded from consideration on any given project by notes on the plans and/or the bid proposal.

PART 2 – MATERIALS

2.01 POLYVINYL CHLORIDE (PVC) PIPE AND FITTINGS FOR SANITARY AND STORM SEWERS

A. GRAVITY SEWERS

(1) Pipe and fittings in nominal diameters from 4-inch through 15-inch shall be manufactured in accordance with ASTM D3034, “Type PSM Polyvinyl Chloride (PVC) Sewer Pipe and Fittings” and pipe and fittings in diameter 18” through 36” shall be manufactured in accordance with ASTM F-679 or ASTM F-794, closed profile, subject to the modifications and limitations below.

B. MODIFICATIONS AND LIMITATIONS

(1) The concrete slab manhole tops shall be reinforced with number 4 steel reinforcing bars spaced at 12 inches on center each way. Additional diagonal bars shall be placed on 4 sides around the manway opening. The diagonal bars shall be number 4 rebar with a minimum length equal to the diameter of the manway opening plus 4 inches. The steel reinforcing mat shall be placed in the bottom of the slab with 1-1/2 inches protective covering.

(2) The term Dimension Ratio (DR) or standard dimension ratio (SDR) is the ratio of the average outside pipe diameter to the minimum wall thickness rounded to the nearest 0.5. The maximum DR for PVC sewer pipe shall be 35. PVC pipe sewers that will have less than 4 feet of cover shall be DR26.

(3) PVC pipe manufactured under ASTM F679 or F794 shall have a wall thickness that will meet or exceed the D.R. and stiffness specified herein. The minimum pipe stiffness for pipe having a DR of 26 shall be 115 psi. The minimum pipe stiffness for DR 35 pipe shall be 46 psi.

(4) Where DR 26 pipe is specified, all necessary fittings shall be the same as for SDR 35 PVC pipe.

(5) Minimum wall thickness for ASTM D-3034 PVC pipe shall be as follows:

Nominal Size (in.)	Min. Wall Thickness (in.)	
	DR 26	DR 35
4	0.162	0.120
6	0.241	0.180
8	0.323	0.240
10	0.404	0.300
12	0.481	0.360
15	0.588	0.437

The minimum wall thickness for PVC pipe meeting ASTM F-679 or F-794 requirements shall be the thickness as set forth in said ASTM specification that will meet or exceed the pipe stiffness and DR required.

(5) The identification markings as shown in Section 12 of ASTM 3034 shall note the specified DR of 26 where applicable.

(6) All pipe and fittings shall have the dimensions for inside diameter, outside diameter, etc. as shown in ASTM D3034 and/or ASTM F-679 except that the inside diameter DR 26 may be reduced by the added wall thickness.

(7) The pipe and fittings shall be homogeneous throughout and free from visible cracks, holes, foreign inclusions, or other injurious defects. The pipe shall be as uniform as commercially practical in color, opacity, density, and other physical properties.

(8) The Contractor shall provide wyes, tees, bends, adapters, and any other fittings called for in the specifications and/or shown on the plans or directed by the Engineer.

(9) The standard length of ASTM, D-3034 SDR 35 or SDR 26 PVC pipe under this specification shall be 20 feet with a minimum of 10 feet, except that all pipe used in service lines shall not exceed 10 feet in length unless otherwise approved by the Engineer. The standard laying length for ASTM F-679 PVC pipe shall be 13 feet. The Engineer must approve other laying lengths.

C. SEWER LATERALS AND CONNECTIONS

Pipe and fittings for service lines shall be the same material and thickness class as required for the main sewer. Schedule 40 PVC pipe may be used for 4” service lines when PVC pipe meeting requirements of ASTM 3034, SDR 35 is required.

D. JOINING SYSTEMS

(1) PIPE JOINTS

The pipe shall be joined with an integral bell, bell and spigot type rubber gasket joint. Each integral bell joint shall consist of a formed bell complete with a single rubber o-ring gasket. Gaskets shall be manufactured in accordance with ASTM F477 and shall be installed in accordance with the pipe manufacturer's instructions using all the necessary materials, lubricants and equipment recommended by the manufacturer.

For pipe 18" through 36" gaskets shall be factory installed and chemically bonded to the bell end of the pipe.

Lubricant shall be water soluble, non-toxic and have no deteriorating effects on gasket or pipe materials and shall not support the growth of bacteria. Lubricant shall be suitable for use at temperatures from 5^{o} to 120^{o} F (-15^{o} to 50^{o} C). Containers shall be labeled with the manufacturer's name and identified as PVC pipe joint lubricant. Each lubricant container shall have printed instructions for usage and joint assembly.

Field welded joints will not be allowed.

(2) FITTING JOINTS

All fittings shall utilize rubber gasket joints of the same type design and specifications as pipe joints.

(3) PIPE SPIGOT

The pipe spigot shall have a bevel and an insertion stop mark. The assembled joint shall be designed so the gasket shall be radially compressed to assure a positive water-tight seal for all installation conditions recommended by the manufacturer and under all combinations of production tolerances for the joint components. Each size joint shall be qualified to no leakage under various test conditions in conformance with ASTM Specification D-3212, "Joints for Drain and Sewer Plastic Pipes Using Flexible Elastomeric Seals."

E. INSPECTION AND TESTING

(1) INSPECTION REQUIREMENTS

Certification: as the basis of the acceptance of the material, the manufacturer will furnish a certificate of conformance to these specifications. The manufacturer will furnish other conformance certification in the form of affidavit of conformances, test results, and copies of test reports.

(2) PHYSICAL TEST REQUIREMENTS

For each 4,000 linear feet of pipe manufactured of each class and size of pipe, the following certified test data shall be required:

1. The basic dimensions shall be measured.
2. The allowable crush load (lbs/ft ^{2}) shall be calculated.
3. Impact resistance, fusion quality and ductility shall be tested.

F. MARKING AND DELIVERY

Each pipe shall be identified with the name of manufacturer, nominal size, cell classification, ASTM designation F794, Uni-Bell Plastic Pipe Association designation Uni-B-9, the pipe stiffness designation “PS-46 psi” and manufacturer’s date code.

1. MANHOLE CONNECTIONS

The Contractor shall provide smooth pieces of pipe for connecting sewer line into manholes. The Contractor shall be required to assist the manhole gasket supplier with the nominal outside diameter of these smooth pieces of pipe, as manufactured. There shall be only one plain end thickness for each diameter of pipe specified for the project.

2. DELIVERY

All pipe couplings and fittings shall be prepared for standard commercial shipment.

The pipe shall be inspected upon delivery to the job site for final acceptance. The contractor shall be responsible for all material furnished by him and he shall replace, at his own expense, all such material that is found to be defective in manufacture or which has become damaged in handling until final acceptance has been made. Pipe, which exhibits excessive ovalty or curvature, shall be rejected.

PVC pipe and fittings shall be covered during storage to protect them from excessive heat and direct sunlight.

All pipe and accessories shall be stored above ground and fully supported so as not to bend or deflect excessively under its own weight.

2.01(a) Metallic Marking Tape (For PVC Sewer Pipe)

2.01 (a).1 General

When non-metallic pipelines are to be installed, then the Contractor shall furnish and lay, above the pipeline, a continuous strip of metallic identification tape.

2.01 (a).2 Tape Material

The metallic identification tape shall be at least two inches (2”) in width and shall be of corrosive resistant metal of sufficient thickness to be stable and reflect electronic signals to electronic pipeline detector when buried to a dept of twenty-four (24”) below normal ground level.

The metallic tape shall be painted green on one side and shall have 1-inch high letters painted continuously on the same side of the tape which read, “CAUTION: BURIED SEWER LINE BELOW” or other words to this effect.

The marking tape shall be “Detectable Marking Tape”, as manufactured by the Omega Marking Company, or equal approved by the Engineer.

2.01(a).3 Construction Methods

The Contractor shall backfill over non-metallic pipelines to a depth which is less than twenty-four (24”) and not more than twelve inches (12) from the top of the cut of the ditch section in which the pipeline is laid. Contractor shall stop the backfilling material to a generally uniform level. All machine tamping, jetting and other compaction activities shall be accomplished up to this point of height in the backfilling the marking tape is placed in the trench.

The Contractor shall then lay the marking tape in the pipe trench and shall be held in position by the spot placement of backfill materials over it to keep it from sliding t the sides and/or from being blown about in the ditch by the wind. The tape shall be lid with the painted side, which shall also be the side with the identification lettering on it, in the “up” position. The tape shall be laid in the flat position and kept there until backfill is accomplished.

The Contractor shall then complete the backfilling operation in such a manner that the marking tape is not cut, crimped, ruptured or separated by the backfilling work.

2.01(a).4 Measurement and Payment

No separate pay item will be provided for furnish and placing the marking tape. This item shall be considered subsidiary to the non-metallic pipe being placed.

2.02 CORRUGATED STEEL PIPE (CSP) FOR STORM SEWERS AND CULVERTS ONLY

1. PIPE

A. STEEL SHEET STOCK

(1) Corrugated steel pipe shall be manufactured using galvanized steel sheet AASHTO M 218 or aluminized steel sheet AASHTO M 274.

(2) The lining for smooth lined corrugated steel pipe shall be polymer coated on both sides. The minimum thickness of the polymer coating shall be 10 mils.

B. PIPE DESIGNATION

(1) Pipe furnished shall be manufactured in accordance with AASHTO Specification M 36.

(2) Corrugated steel pipe shall be one or more of the following type as designated in AASHTO M 36.

Type I - Full circular cross section having helical corrugations.

Type IA - Full circular smooth lined pipe constructed of an outer shell having helical corrugations with a smooth sheet lining attached to the outer shell at helical lock seams.

Type IR - Full circular cross section with helical rib protruding outward.

Type II - Type I pipe formed into a pipe arch.

Type IIA - Type IA pipe formed into a pipe arch.

The type of pipe furnished on this project will be as shown on the plans and in the bid proposal.

When no type of pipe is called for on the plans or in the bid proposal helically corrugated circular single wall pipe (Type I or Type IR) shall be furnished.

C. MANUFACTURERS CERTIFICATION

(1) The pipe manufacturer will be required to certify the adequacy of the pipe furnished for the application and design life of the project.

(2) The design life for storm sewers constructed under this specification is 50 years.

(3) The pipe manufacturer will be required to run soil pH, soil resistivity and such other test as they deem necessary to design pipe thickness and protective coatings required to assure the adequacy of the pipe supplied.

D. CORRUGATION AND MINIMUM THICKNESS

(1) Thickness used in this specification refers to the bare steel thickness before coating is applied. The minimum thickness for any single wall corrugated steel pipe furnished under this specification is 16 gage.

(2) All corrugated steel pipe furnished under these specifications shall have helical corrugations.

(3) Circular corrugated steel pipe 48” in diameter and smaller shall have 2-2/3” x ½” corrugation and shall be a minimum of 16 gage in thickness.

Circular corrugated steel pipe larger than 48” in diameter may have either 2-2/3 x ½” or 3” x 1” corrugations. The minimum thickness for corrugated steel pipe larger than 48” in diameter and having 2-2/3 x ½” corrugation shall be as follows:

54” Diameter - 12 gage
60” Diameter - 10 gage
66” through 90” Diameter - 8 gage

The minimum thickness for circular corrugated steel pipe having 3” x 1” corrugation and diameters of 54” through 90” shall be 14 gage.

(4) For smooth lined corrugated steel pipe the minimum thickness for the lining shall be 20 gage and the minimum thickness for the outer shell shall be 18 gage.

The corrugations for the outer shell shall be 2-2/3” x ½” for pipe 48” diameter and smaller. Larger diameter pipe may use 3” x 1” corrugations in the outer shell. The sum of the thickness for the outer shell and the liner shall be a minimum of one thickness unit greater than the thickness that would be required for single wall pipe of the same diameter or span.

(5) Spiral rib steel pipe (Type IR) shall have outward projecting spiral corrugations of ¾” x 1” at 11-1/2” on center in accord with AASHTO specification M 36 or ¾” x ¾” at 7-1/2” on center as described in AASHTO specification M 196.

The minimum thickness for spiral rib pipe 48” in diameter and smaller shall be 16 gage.

The minimum thickness for spiral rib pipe 54” and 60” in diameter shall be 14 gage.

The minimum thickness for spiral rib pipe 66” and 72” in diameter shall be 12 gage.

The minimum thickness for spiral rib pipe larger than 72” in diameter shall be as shown on the plans.

(6) The corrugations and minimum thickness of corrugated steel pipe arch shall be in accord with the following table:

EQUIV. Dia. (in.)	2-2/3" x ½" Corrugations Span (in.)	Rise (in.)	Gage	3" x 1" Nominal Size Span (in.)	Rise (in.)	Gage
15"	17	13	14			
18"	21	15	14			
24"	28	20	14			
30"	35	24	14			
36"	42	29	14	40	31	16
42"	49	33	12	40	36	14
48"	57	38	10	53	41	12
54"	64	43	10	60	46	12
60"	71	47	8	66	51	12
66"	77	52	8	73	55	12
72"	83	57	8	81	59	12
78"				87	63	12
84"				95	67	12
90"				103	71	12

When 2-2/3" x ½" corrugations are called for on the plans and/or on the bid schedule the substitution of 3" x 1" corrugations will be allowed only upon the demonstration by the contractor that there is sufficient head room to accommodate the higher rise for arch pipe of this cross section.

E. END TREATMENT AND JOINING

(1) The ends of all corrugated steel pipe furnished for this project shall be rolled to provide circumferential corrugations for coupling. The end corrugations for all pipe 48" in diameter and less shall be 2-2/3 x ½". The end corrugations for single wall helically corrugated steel pipe or for smooth lined corrugated steel pipe 54" in diameter and larger shall be the same pitch as the pipe furnished and may be either 2-2/3" x ½" or 3" x 1". The end corrugations for spiral rib (Type IR) corrugated steel pipe shall be 2-2/3" x ½" or 3" x 1" for pipe 54" and larger in diameter.

(2) Coupling bands shall be made of the same material as the pipe and shall be not more than 3 nominal sheet thicknesses lighter than the pipe joined and in no case less than .052 inch.

Jointing devices for joining corrugated steel pipe shall have a gasket and shall produce a joint meeting the infiltration/exfiltration requirements of these specifications.

If it should be necessary to cut a joint of Helically corrugated pipe and join the unreformed end to another section of pipe or fitting extra width bands will be required and special care must be taken to insure a water tight connection.

Locking bands shall be corrugated and shall securely fit into at least one full annular corrugation. The corrugations on the locking band must match the corrugations on the pipe being joined.
The minimum width for locking bands is as follows:

for 2-2/3 x ½ inch corrugations	10-1/2 inches
3 x 1 inch corrugation	12 inches

For helical corrugations that have not been reformed the coupling bands must be at least 2 inches wider than the widths listed above.

Unless shown otherwise on the plans all bolts for coupling or locking bands shall be ½ inch in diameter. Bands 12 inches wide or less shall have a minimum of 2 bolts. Bands wider than 12 inches shall have a minimum of 3 bolts.

Bolts must be galvanized in accordance with AASHTO Designation M232 or ASTM A164 Type RS.

(3) Gaskets for corrugated steel pipe shall be closed cell expanded rubber and shall be formed into a continuous band. Gaskets may be either “O” ring or flat band as recommended by the pipe manufacturer. Flat band gaskets shall be a minimum of 7” wide and 3/8” thick. “O” ring gaskets shall be 13/16” diameter minimum for pipe 36” in diameter or less and 7/8” for pipe larger than 36” diameter and having ½” deep corrugations. “O” ring gaskets shall be a minimum of 1-3/8” diameter for pipe having 1” deep corrugations. When “O” ring gaskets are furnished, an additional flat gasket shall be furnished and placed between the overlapping ends of the coupling band. This flat gasket shall completely fill the gap between the “O” rings. All gasket materials shall be capable of producing a water tight joint that will meet the leakage requirements of these specifications.

2. CORRUGATED STEEL MANHOLE FITTINGS, AND CLEAN OUTS

A. FABRICATION

(1) Corrugated steel manholes and fittings shall be constructed of the same material and type of pipe furnished for the storm sewer line with the exception that manhole risers shall be helical corrugated single wall circular pipe when used with pipe arch sewers or smooth lined corrugated steel pipe. The thickness of the manhole riser shall be the same as would be required for the same type and diameter pipe if it were used for the storm sewer.

(2) Cleanouts for use on shallow storm sewer and inlet leads shall be manufactured from pipe meeting the requirements of these specifications. Cleanouts shall be constructed to the dimensions and in accord with the details shown on the plans.

B. CONNECTION TO MANHOLES AND CLEANOUTS

(1) Stub outs from manholes and cleanouts for connection to storm sewers and inlet leads shall have annular corrugations and shall be compatible with the type and size of pipe being connected. Stub outs provided for connection to PVC pipe storm sewers and inlet leads shall be sized so that the PVC pipe can be inserted into the stub leaving the least amount of annular space between the PVC pipe and the CSP practical. The PVC pipe shall be connected using an approved molded rubber or PVC sleeve connector clamped to both pipes with stainless steel straps.

The connector shall be a flexible coupling as manufactured by Fernco, 300 S. Dayton St., Davison, MI., or approved equal.

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C. LEAKAGE

Manholes, fittings and cleanouts shall meet the leakage requirements of these specifications.

D. SHOP DRAWINGS

The contractor shall submit shop drawings of all manholes, fittings and cleanouts for approval prior to their fabrication. A minimum of 5 sets of drawings for each manhole, each fitting and each cleanout shall be submitted.

E. CONCRETE SLAB TOPS

A reinforced concrete slab top shall be constructed for each manhole and cleanout. The slab shall extend to one foot (1') outside the riser section on all sides and shall have an eccentric 2' diameter opening for the manway located at the outside edge of the riser section. For manholes and cleanouts designated for standard manhole rings and covers the concrete top shall be 8 inches thick and shall be finished smooth to receive the manhole ring.

For manholes designated to receive pressure type manhole rings and covers the concrete slab top shall be a minimum of 12 inches thick and shall have L bolts imbedded in the concrete to fit the requirements of the manhole ring furnished. The slab shall be finished smooth to receive the manhole ring. The manhole ring shall be securely bolted to the slab and sealed using "Ram Nek" or an approved equal bitumastic sealer between the manhole ring and the concrete slab.

The concrete slab manhole tops shall be reinforced with number 4 steel reinforcing bars spaced at 12 inches on center each way. Additional diagonal bars shall be placed on 4 sides around the manway opening. The diagonal bars shall be number 4 rebar with a minimum length equal to the diameter of the manway opening plus 4 inches. The steel reinforcing mat shall be placed in the bottom of the slab with 1-1/2 inches protective covering.

F. PRESSURE MANHOLE RING AND COVER

(1) Pressure type manhole rings and covers shall be Western Iron Works No. 380-24P or approved equal. The manhole cover shall be sealed with an "O" ring gasket in a ring groove and shall be secured to the ring by six (6) 5/8-inch stainless steel bolts.

(2) The ring shall have six (6) 1-1/4 inch bolt holes in the flange for securing the ring to the concrete slab top on the manhole.

3. CORRUGATED STEEL PIPE SLOTTED DRAIN

(1) Corrugated steel pipe slotted drains shall be fabricated from full circle corrugated steel pipe conforming to these specifications.

(2) C.S.P. Slotted drains shall be of a type as manufactured by "Contech Construction Products, Inc.", "Texas Corrugators", "Caldwell Culvert Company" or approved equal.

(3) The upstream end of CSP slotted drains shall be equipped with a bend and a ring and cover of the some size as the pipe from which the slotted drain was fabricated to allow cleaning equipment to be inserted into the slotted drain. The ring and cover shall be Nenah Foundry Co. R-5901 open grate or R-5900 solid lid or approved equal. Unless shown otherwise on the plans the open grate shall be furnished.

(4) When slotted drain is to be connected to PVC leads, molded rubber or PVC flexible connector as specified for connections to manholes and cleanouts shall be furnished.

4. DAMAGED COATING

A. PROTECTION OF PIPE

(1) Pipe fittings and specials shall be handled and stored in a manner that will minimize damage to the coating.

(2) The fabrication process shall be designed to minimize the burning of coatings during welding.

(3) Pipe and/or fittings showing excessive abuse or damage will be rejected.

B. REPAIRING DAMAGE

(1) Pipe on which the metallic coating has been burned by welding or has been otherwise damaged in fabricating or handling, shall be repaired. The repair shall be done so that the completed pipe shall show careful finished workmanship in all particulars.

(2) The damaged area shall be cleaned to bright metal by blast cleaning, power disk sanding, or wire brushing. The cleaned area shall extend at least ½ inch into the undamaged section of the coating. The cleaned area shall be coated within 24 hours and before any rusting or soiling.

(3) Zinc-rich paint shall be applied to a dry film thickness of at least 0.005 inches over the damaged section and surrounding cleaned area. Zinc-rich paint shall be used for repair of damage to all types of metallic coating -zinc, aluminum, and aluminum-zinc alloy.

2.03 CAST-IN-PLACE CONCRETE SEWER PIPE (NON-REINFORCED) FOR STORM SEWERS ONLY

1. DESCRIPTION

This item shall cover machine cast-in-place monolithic non-reinforced concrete pipe, which shall consist of Portland cement concrete placed in a prepared trench at such locations and grades shown on the plans and intended to be used for the conveyance of storm water. Items and item numbers referred to in this specification are the items as given in the "Texas State Department of Highways and Public Transportation 1982 Standard Specifications for Construction of Highways, Streets and Bridges."

2. MATERIALS

The cast-in-place pipe shall be constructed of Class "C" concrete. The concrete shall meet the requirements of Item 421, "Concrete for Structures," and Special Provision thereto, except as otherwise noted herein or on the plans. Type III Portland Cement shall be used.

The minimum compressive strength for concrete used in this item is 4000 psi. Backfilling operations may proceed when the concrete has reached 2000 psi compressive strength.

The coarse aggregate grading for pipe diameters 48 inches or less shall conform to that of Aggregate Grade No. 3, one inch (1") maximum size aggregate under Item 421. For pipe diameters over 48 inches, Coarse Aggregate No. 2, one and one third inch (1-1/3") maximum size aggregate shall be used.

No concrete having a slump in excess of 2" will be permitted for use in pipes with diameters of 48 inches and over. For pipes with diameters less than 48 inches, no concrete having a slump in excess of 3" will be permitted for use. At the option of the Contractor, sections of precast reinforced concrete pipe (D-load) may be substituted for cast-in-place concrete pipe. Pipe and installation shall conform to the requirements of Item 465, "Pipe Sewers." Backfill shall be in accordance with the requirements for other storm sewers in these specifications using crusher fines (chat).

3. PIPE MAKING EQUIPMENT

The pipe shall be constructed with equipment specially designed for constructing cast-in-place monolithic concrete pipe. The equipment shall be acceptable to the Engineer and the Contractor may be required to furnish evidence of successful operation in other work of the equipment he proposes to use. Equipment not suitable to produce the quality of work required for the pipeline will not be permitted to operate on the project.

4. DIMENSIONS AND TOLERANCES

The design shell thickness shall be as specified in Table 1.

TABLE I

Internal Diameter inches	Min. Shell Thickness inches
18	2
24	2-1/2
30	3
36	3-1/2
42	4
48	5
54	5-1/2
60	6
66	6-1/2
72	7
84	8
96	9
108	10
120	11

Variation in the internal diameter shall not exceed plus or minus 3 percent. The maximum allowable deviation form the true grade of the design invert of the pipe shall not exceed ½ inch either side of true grade. Where deviation from true grade occurs, true grade shall be re-established at a maximum departure of one-eighth inch per foot.

5. EXCAVATION AND BACKFILL

Excavation shall be in accordance with the requirement for other types of storm drains, except as modified herein. The trench shall be excavated in the lines and grades shown on the plans or as directed by the Engineer. The width of the trench shall be sufficient to accommodate travel of the pipe machine only. The bottom of the trench shall be shaped to the nominal outside circumference of the pipe. Excavation shall be performed from the outlet to the inlet. If the trench is over-excavated for the bottom 210 degrees of the pipe the excess area shall be filled with concrete. If rock is encountered, it will be removed at least 6 inches below the bottom of the pipe and the trench refilled with material sufficiently compacted to

allow operation of the machine and provide a smooth firm surface. The sidewall of the pipe shall be placed against undisturbed material.

Backfill material will be a crusher fine (chat) as described elsewhere in these Specifications. No backfill other than permitted for curing purposes shall be placed until the line has been inspected and approved by the Engineer. The trench may be completely backfilled after the pipe has been in place at least 24 hours and concrete strength requirements have been reached. Light traffic, axle load less than 6,000 pounds, may be routed over the pipe after backfill has been completed for twenty-four (24) hours. Unrestricted traffic may be permitted over the pipe after the backfill has been in place for forty-eight (48) hours.

All backfill material shall be mechanically compacted to 95% modified proctor or as directed by the Engineer.

6. CONSTRUCTION

All surfaces against which concrete are to be placed shall be free from standing water, mud, and debris. Absorptive surfaces against which concrete are to be placed shall be moistened thoroughly so that moisture will not be drawn from the freshly placed concrete.

The concrete shall be placed in one operation around the full circumference of the pipe by means of a traveling form. The forms shall be of sufficient strength to withstand vibrating or tamping the concrete and to permit workmen to walk on the forms without causing springing or bulging at any point.

As the traveling form moves forward, forms shall be placed inside the newly formed pipe to support a minimum of 230 degrees of the upper portion of the pipe.

The concrete shall be vibrated, rammed, tamped or worked with suitable appliances until the concrete has been consolidated to the maximum practicable density, free of rock pockets, and closes snugly against all surfaces or forms and provides a bond between the pipe shell and supporting earth.

When placing operations cease for any reason, the end of the pipe shall be left rough with a slope of approximately 45 degrees. The ends of the pipeline shall be covered with canvas or other suitable cover material to prevent excessive loss of moisture from the interior of the pipe already placed.

When starting pipe laying operation from a previously laid cast-in-place pipe or section of pre-cast pipe, a construction joint shall be made by excavating a “bell” completely around the end of the existing pipe and constructing a concrete collar to extend at least one foot either side of the joint with a minimum thickness equal to that of the wall of the pipe. The end of the existing pipe shall be clean and damp before continuing pipe making operations. Cleaning of the construction joint shall consist of removing all latency, loose or defective concrete, coatings, and any other deleterious materials.

All forms shall be clean and shall be placed at the trench side at the location of their proposed use for inspection by the Engineer. Forms, which are defective in any way, will not be used, and upon condemnation they shall be removed from the site of the work. The forms shall not vary more than ½ inch from the lower edge of a straightedge laid parallel to the centerline of the form, and shall be free of any holes larger than 5/8 inch in greatest dimension. The pipe machine shall be thoroughly clean and serviced prior to the placing of the concrete. Particular attention will be given to all parts of the machine with which concrete comes into contact.

Concrete chutes or trunks shall be provided to reach within 1 foot of the pipe machine hopper. The end of the chute or trunk shall discharge the concrete at the center of the hopper. Provisions shall be maintained to minimize segregation of the concrete mix in all phases of the operation.

Delays in placing shall be handled as follows or as otherwise directed. The concrete hopper on the pipe laying machine shall be kept ½ full at all times, provided, however, that when placing operations cease or are delayed for any reason for more than 20 minutes, the pipe machine shall be pulled forward until all the concrete is exhausted and until the top troweling skirt is clear of the concrete. If the pipe laying operation proceeds within one hour of the time of the last placement, no further steps need to be taken. However, if longer than one hour has elapsed, then a construction joint must be made as previously described. The end of the pipe shall be left rough and at the natural slope when the machine is moved forward.

All junctions of pipe shall be provided for at the time the cast-in-place pipe is placed.

Inside forms shall be removed from the pipe not sooner than 4 hours nor longer than 24 hours after placement of the concrete. Care shall be taken when removing forms to prevent damage to the pipe. The inside of the pipe shall be carefully inspected for imperfections in placement, and any required repairs or smoothing shall be made immediately to provide a uniform interior surface. No wash, mortar or concrete shall be applied to a surface not properly moistened or cleaned. Visible cracks shall be brushed with cement paste or chipped out and pointed up with cement mortar. Any cracks that appear to go through the shell shall be grooved and filled with mortar. All construction operations and methods for providing a watertight pipeline shall be the responsibility of the Contractor. Mortar shall consist of one part cement; two parts well graded sand passing 1/8-inch sieve. Wash shall consist of four parts cement, one part fire clay. The finished surface of the concrete pipe shall be substantially free of fractures, cracks and surface roughness.

7. CURING CONCRETE

Immediately after the concrete is placed the exposed surface of the concrete shall be cured by covering the top with a sheet of polyethylene film sealed with dirt along the edges. During the curing period following the placement of the concrete, the ends of the pipeline and all other openings into the pipeline shall be covered with canvas or other suitable material, except at locations where work is actually in progress. The inside surface of the pipeline shall not be cured.

8. MANHOLES AND BENDS

Manhole bases shall be hand formed on top of the pipe as soon as the pipe-placing machine has passed. Where required, the extra width for manholes shall be excavated ahead of the pipe placing operation. The base for the manhole shall be formed to receive a standard precast concrete barrel section and shall be shaped and smoothed so that the joint can be sealed water tight by use of “Ram Nek” or other approved joint sealing material.

Bends may be formed and cast in place or fabricated using precast reinforced concrete pipe (load D). Design and shop drawings shall be submitted to and approved by the Engineer before the bends are fabricated or cast.

9. MEASUREMENT

Measurement of manholes shall be as specified elsewhere in these specifications. Measurement of bends shall be as for other storm sewer pipe. The method of pipe measurement shall conform to that for other types of storm drainpipe in the section or storm drains in these specifications.

10. PAYMENT

Payment for cast-in-place non-reinforced pipe sewers, measured as prescribed above, will be made at the unit price bid per linear foot for the various sizes of “Pipe Sewers (Cast-in-Place)” complete in place. Payment for manholes shall be as specified elsewhere in these specifications.

Such payment shall be full compensation for furnishing all concrete materials, precast reinforced concrete pipe used in place of cast-in-place pipe, and for all other materials, tools, labor, equipment, and incidentals required to perform the applicable work prescribed herein.

When precast reinforced concrete pipe at the Contractor’s option is used in a line of cast-in-place pipe the additional excavation for the pipe will be subsidiary.

2.04 CENTRIFUGALLY CAST FIBERGLASS REINFORCED RESIN PIPE SEWERS

A. DIRECT BURY PIPES

1. GENERAL

All pipes, joints and fittings shall be manufactured in accordance with the requirements of the applicable standard given below except as noted herein:

Service	Standard
Non pressure Sanitary Sewer	ASTM D3262
Sewer Force Main and Effluent Lines	ASTM D3754

Pipes shall be centrifugally cast, fiberglass-reinforced polyester resin as manufactured by Hobas USA, Inc. or approved equal.

Minimum pipe stiffness when tested in accordance with ASTM D2412 shall be 46 psi.

2. MATERIALS

The manufacturer shall use only approved polyester resin systems for which he can provide a proven history of performance in these particular applications. The historical data shall have been acquired from a composite material of similar construction and composition as the proposed product.

The reinforcing glass fibers used to manufacture the components shall be of highest quality commercial grade of E-glass filaments with binder and sizing compatible with impregnating resins. Sand shall be minimum 98% silica with a maximum moisture content of 0.2%

3. DIMENSIONS

Pipe outside diameters shall be in accordance with AWWA Standard C151 and C950. For diameters larger than covered in those documents, OD's shall be as shown in Table 1.

TABLE I

*WP/s		0/46		50/46		100/46		150/46		200/46	
Nomin Pipe Sz. (in.)	Pipe OD (in.)	Min. wall (in.)	Wgt. (lb/ ft)	Min. Wall (in.)	Wgt. (lb/ ft)	Min. Wall (in.)	Wgt. (lb/ ft)	Min. Wall (in.)	Wgt. (lb/ ft)	Min. Wall (in.)	Wgt (lb/ ft.)
18	19.50	.42	20	.41	20	.40	19	.38	18	.37	18
20	21.60	.46	25	.45	24	.43	23	.42	22	.40	21
24	25.80	.54	35	.53	34	.51	33	.49	31	.47	30
30	32.00	.66	54	.65	53	.62	51	.60	49	.57	47
36	38.30	.78	77	.77	76	.74	73	.71	70	.68	67
42	44.50	.90	104	.88	101	.85	98	.82	94	.78	89
48	50.80	1.02	134	1.00	131	.96	126	.93	122	.88	115
54	57.10	1.14	169	1.12	166	1.08	160	1.04	155	.99	147
60	62.90	1.26	209	1.23	204	1.19	197	1.14	188	1.09	180
66	69.20	1.38	249	1.35	243	1.30	234	1.25	228		
72	75.40	1.50	298	1.47	292	1.41	280	1.36	270		
78	81.60	1.62	352	1.58	343	1.52	331	1.47	320		
84	88.00	1.74	409	1.70	399	1.64	385				
90	94.30	1.86	468	1.82	458	1.75	440				
96	100.6	1.98	531	1.94	520	1.87	501				

- **Maximum nominal working pressure in psi/pipe stiffness in psi**

Pipe shall be supplied in nominal lengths of 20 feet. Actual laying length shall be the nominal plus or minus 2 inches. At least 90% of the total footage of each size and class of pipe, excluding special order lengths, shall be furnished in nominal length sections.

4. **PRESSURE CLASS & TESTING FOR SEWER FORCE MAINS AND EFFLUENT LINES**

The pipe nominal pressure class (PN) shall be equal to or greater than the maximum sustained operating pressure of the line. The minimum pressure rating for non-pressure pipe shall be 15 psi.

The maximum transient (operating plus surge) pressure of the line shall not exceed the pipe nominal pressure class by more than 40%.

Pipe hoop tensile strength for pressure pipe shall be verified as specified in the applicable standard (D3754 or C950) or by random burst testing at the same sampling frequency. All pipes shall be capable of withstanding a test pressure of 2 times the maximum sustained operating pressure of the line without leaking or cracking. This performance shall be periodically verified at the factory for pressure pipe at least once per lot as defined in D3754, section 7.1.

A. JOINTS

Unless otherwise specified, the pipe shall be field connected with fiberglass sleeve couplings that utilize elastomeric sealing gaskets made of EPDM rubber compound as the sole means to maintain joint water tightness. The joints must meet the performance requirements of ASTM D4161.

B. FITTINGS

Flanges, elbows, reducers, tees, wyes, laterals and other fittings shall, when installed, be capable of withstanding all operating conditions. Acceptable configurations include contact molded or metered fiberglass or properly protected standard ductile iron.

Unbalanced thrust forces shall be restrained with thrust blocks or other approved suitable methods. Fiberglass tees, wyes, laterals, or other similar fittings shall be fully encased in reinforced concrete designed to withstand the pressure forces.

2.05 POLYETHYLENE SEWER PIPE

A. SCOPE

(1) This specification covers Polyethylene (PE) pipe with a corrugated outer wall and a smooth interior wall, for use with non-pressure sanitary sewer systems. The PVC fittings and joints are included in the specification.

B. MATERIAL AND MANUFACTURING

1. PIPE MATERIALS

The pipe shall be made from clean virgin Polyethylene compounds having a cell classification of 324420C as defined by ASTM D-3350.

2. FITTING MATERIALS

The fittings shall be made from clean virgin polyvinyl chloride (PVC) compounds having a cell classification of 12454B, 1245C or 13343C as defined by ASTM D-1784.

Pipe shall be manufactured by simultaneous extrusion of the corrugated and smooth walls with the smooth inner wall fused to the outer corrugated wall.

Fittings shall be molded or fabricated.

3. JOINING MATERIALS

a. Gaskets
b. Elastomeric gaskets shall meet the requirements of ASTM F-477.
c. Lubricants

The lubricants used for assembly shall have no detrimental effect on the gasket or the pipe, and shall be per published recommendations of the pipe manufacture.

4. MATERIAL CERTIFICATION

A manufacture's or an independent laboratory certification shall be furnished to the purchaser/engineer that the products were manufactured, sampled, tested, and inspected at the time of manufacture in accordance with this specification.

C. PIPE DIMENSIONS

Pipe dimensions shall meet the following requirements when tested in accordance with ASTM D-2122.

Nominal Size	Avg. O.D.	Avg. I.D.
4	4.790 (121.7)	4.00 (101.6)
6	6.930 (176.0)	6.00 (152.4)
8	9.145 (232.2)	8.00 (203.2)
10	11.405 (289.7)	10.00 (254.0)
12	14.450 (367.0)	12.00 (304.8)
15	17.530 (445.3)	15.00 (381.0)
18	21/150 (537.2)	18.00 (457.2)

D. INSTALLATION

1. Joint Tightness

Minimum joint performance shall show no leakage when tested in accordance with ASTM D-3212.

2. Supplier Assistance

A manufacturers representative of the above referenced pipe material shall be present at the beginning of the installation as required by the Design Engineer or Contractor and shall remain on site until released by the Design Engineer or Field Inspector/Engineer.

2.06 INLETS FOR STORM SEWERS

A. CURB TYPE INLETS

(1) Curb inlets shall be constructed at the locations and to the lines and grades or shown on the plans or as directed by the Engineer.

(2) Curb inlets shall be constructed of reinforced class “C” concrete in accordance with Section 1-B “Concrete Structures” and the plans and detail drawings.

(3) The curb section and the curb inlet shall conform to the curb and gutter section in which it is placed in so far as it is possible.

B. GRATE TYPE INLETS

(1) Grate inlets shall be constructed at the locations and the lines and grades as shown on the plans or as directed by the Engineer.

(2) Concrete boxes for grate inlets shall be constructed of reinforced Class “C” concrete in accordance with Section 1-B “concrete Structures” and the plans and detail drawings.

(3) Grates shall be constructed of ASTM A-48 gray iron having minimum tensile strength of 35,000 psi or ductile iron having a minimum tensile strength of 60,000 psi and a yield strength of 40,000 psi.

The size, style, shape, type, weight and class shall be as shown on the plans.

Grate frames shall be as manufactured for the grate by the grate fabricator. If more than one type or style or frame is available, the type and/or style shall be as indicated on the plans.

C. COMBINATION INLETS

(1) Combination curb and grate inlets shall be constructed at the locations and to the lines and grades as shown on the plans or as directed by the Engineer.

(2) Combination inlets shall be constructed in accordance with the applicable requirements for “Curb type inlets” and “Grate type inlets” above.

D. INLET LEADS

(1) Inlet leads may be PVC pipe or CSP as shown on the plans and called for in the bid proposal.

(2) Inlet leads shall be constructed in accordance with the specifications for type of material used and the plans and detail drawings.

(3) Where two or more leads are joined together to form a single lead to the storm sewer they shall be joined at a cleanout unless shown otherwise on the plans.

(4) Inlet leads shall be connected to the storm sewer at a manhole. The leads shall enter the manhole at a point that will match the .8 points of the two pipes as near as practical.

E. CLEANOUT FOR STORM SEWER INLET LEADS

Cleanouts at the juncture of inlet leads shall be constructed in accordance with the dimensions and requirements shown on the plans and detail drawings.

F. CORRUGATED STEEL SLOTTED DRAINS

(1) Corrugated steel slotted drains shall be as specified in section 2.02-3 of these specifications and shall be furnished in the lengths and diameters as shown on the drawings and in the bid proposal.

(2) Corrugated steel slotted drains are approved for nuisance water inlets only and are sized to allow for considerable clogging before they will cease to function in this capacity.

2.07 MANHOLES

1. GENERAL

A. **CONCRETE MANHOLES ARE NOT TO BE USED FOR SANITARY SEWERS AFTER DECEMBER 31, 2002. FIBERGLASS MANHOLES ARE TO BE USED FOR ALL SANITARY SEWERS**. Concrete manholes can be used for storm water sewers.

All manholes furnished for this project shall be precast unless noted otherwise on the plans and or bid proposal.

Precast manholes shall conform to the requirements of ASTM Specification C-478 with the modifications given in this article.

Concrete used for precast manholes shall have a minimum 28-day compressive strength of 4,000 psi and shall have a minimum cement content of 7 sacks per cubic yards.

All manhole sections shall be furnished with tongue and groove type joints suitable for sealing water tight with rubber or bituminous joint sealer or gaskets.

B. When cast in place components for manholes are called for on the plans the concrete used shall have a minimum 28 day compressive strength of 4,000 psi and a minimum cement content of 7 sacks per cubic yard and shall conform to the requirements of ASTM Specification C-478 with wall thickness as shown on the plans and detail drawings.

Aggregate for the concrete shall meet the sodium sulfate and magnesium sulfate test as required in ASTM Specification C-33.

C. Mortar for filling and shaping the inverts in precast manhole bases and for mortaring precast grade rings and cast iron rings and covers shall consist of one part Portland cement ASTM C150 Type 1 to 3 parts washed sand mixed with just enough water to make a workable mix.

D. Manholes for corrugated steel pipe may be precast concrete or corrugated steel as described in Article 2.02. The type and material shall be as shown on the plans and called for on the bid proposal.

2. PRECAST MANHOLES

A. Manhole base sections shall be cast with an integral floor and shall be constructed in accordance with the details shown on the plans.

B. Manhole riser sections shall be constructed in accordance with the plans and details and these specifications. When pipe openings are required in manhole riser sections they shall be of the same type and meet the same requirements as the pipe openings in the precast bases.

Manhole riser sections for each manhole shall be furnished in the proper combination of lengths to construct the manhole in conjunction with the other components to the finished grade shown on the plans.

C Eccentric cone sections shall be constructed in the same manner as other components except the top of the cone will have a flat surface to accommodate the manhole ring and cover or grade adjusting rings instead of a tongue or groove.

Generally openings will not be required in the wall of the cone section of the manhole.

D. Manhole grade rings shall comply with all the requirements for manhole riser sections except they shall be cast smooth both sides without tongues and/or grooves.

Manhole grade rings shall be sized to fit the smooth small end of the cone section and shall be cast in heights of 2", 4" or 6".

E. Joint seals for precast concrete manholes shall be a bitumastic sealer such as Ram-Nek or approved equal, a soft rubber sealer such as Butyl-Lok or approved equal or an approved "O" ring gasket or a combination of the above if required to achieve a water tight joint.

F. All water tight Storm Sewer Manholes constructed on this project shall have Neenah R-1755-C watertight manhole rings and covers or approved equal.

No separate payment will be made for the protective plastic manhole linings or for the water tight manhole rings and covers but the cost of these items shall be included in the price bid for water tight Storm Sewer Manholes.

In addition to the markings required by ASTM Specification C-478, all components of each manhole shall be, marked with location identifying information such as manhole number or line number and station value where manhole is to be installed. If the manhole has openings for installation of branch lines above the base section, each manhole section shall be clearly marked with the sequence of installation to assure the branch opening will be at the correct elevation.

3. FIBERGLASS MANHOLES

A. SCOPE

Fiberglass reinforced polyester manholes shall be manufactured from commercial grade polyester resin or other suitable polyester or vinyl resins, with fiberglass reinforcements and in accordance with the latest edition of ASTM D 3 753 (Standard Specification for Glass-Fiber Reinforced Polyester Manholes). Fiberglass manholes shall be used with fiberglass or plastic sewer pipe.

B. MATERIALS

1. **Resin:** The resins used shall be a commercial grade unsaturated polyester resin.

2. **Reinforcing Materials**: The reinforcing materials shall be commercial Grade "E" type glass in the form of mat, continuous roving, chopped roving, roving fabric, or a combination of the above, having a coupling agent that will provide a suitable bond with the resin and leave a resin rich surface.

3. **Surfacing Materials**: If reinforcing materials are used on the surface exposed to the contained substance, they shall be a commercial grade chemical-resistant glass organic surfacing mat having a coupling agent that will provide a suitable bond with the resin and leave a resin rich surface.

4. **Fillers and Additives**: Fillers, when used, shall be inert to the environment and wet well construction. Additives, such as thixotropic agents, catalysts, promoters, etc., may be added as required by the specific manufacturing process to be used. The resulting reinforced plastic material must meet the requirement of this specification.

C. FABRICATION

1. **Exterior Surface**: The exterior surface shall be relatively smooth with no sharp projections. Handwork finish is acceptable if enough resin is present to eliminate fiber show. The exterior surface shall be free of blisters larger than ½ inch in diameter, de-lamination and fiber show.

2. **Interior Surface**: The interior surface shall be resin rich with no exposed fibers. The surface shall be free of crazing, de-lamination, blisters larger than ½ inch in diameter, and wrinkles of 1/8 inch or greater in depth. Surface pits shall be permitted up to 6 per square foot if they are less than ¾ inch in diameter and less than 1/16 inch deep.

3. **Defects not permitted**:

Exposed fibers: glass fibers not wet out with resin.
Resin runs: runs of resin and sand on the surface
Dry areas: areas with glass not wet out with resin.
De-lamination: separation in the laminate.
Blisters: light colored areas larger than ½ inch in diameter.
Crazing: cracks caused by sharp objects
Pits or Voids: air pockets.
Wrinkles: smooth irregularities in the surface.
Sharp projection: fiber or resin projection necessitation gloves for handling.

D. PHYSICAL REQUIREMENTS

1. **Load Rating**: The complete manholes shall have a minimum dynamic-load rating of 16,000 ft-lbs. when tested in accordance with this standard. In order to establish this rating, the complete manhole shall not leak, crack, or suffer other damage when load

tested to 40,000 ft-lbs. and shall not deflect vertically downward more than ¼ inch at the point of load application when loaded to 24,000 lbs.

2. **Stiffness**: The manhole cylinder shall have a minimum pipe stiffness value as shown below when tested in accordance with A.S.T.M. 3753 8.5 (note 1)

Depth Ft.	F/dy.psi
3 – 6.5	0.75
7 – 12.5	1.26
13 – 20.5	2.01
21 – 25.5	3.02
26 – 35	5.24

3. **Soundness:** In order to determine soundness, apply an air or water pressure test to the manhole test sample. Test pressure shall not be less than 3 psig or greater than 5 psig. While holding at the established pressure, inspect the entire manhole for leaks. Any leakage through the laminate is cause for failure of the test. Refer to A.S.T.M. 3753 8.6.

4. **Chemical Resistance**: The fiberglass manhole and all related components shall be fabricated from corrosion proof material suitable for atmospheres containing hydrogen sulfide and dilute sulfuric acid as well as other gases associated with the wastewater collection.

5. **Physical Properties**:

	Hoop Direction	Axial Direction
a. Tensile Strength (pi)	18,000	5,000
b. Tensile Modulus (pi)	0.6×10^6	0.7×10^6
c. Flexural Strength (psi)	26,000	4,500
d. Flexural Modulus (psi)	1.4×10^6	0.7×10^6
e. Compressive (psi)	18,000	10,000

6. **Minimum Wall Thickness**: Shall be 0.48” nominal at all depths of the manholes.

E. TEST METHODS: All tests shall be performed as specified in A.S.T.M 3753 latest edition, section 8. Test method D-790 (see note 5) and test method D-695.

F. QUALITY CONTROL: Each completed manhole shall be examined for dimensional requirements, hardness, and workmanship. All required A.S.T.M 3753 testing shall be completed and records of all testing shall be kept and copies of test records shall be presented to customer upon formal written request within a reasonable time period.

G. CERTIFICATIONS: As a basis of acceptance the manufacturer shall provide a independent certification which consist of a copy of the manufacturer’s test report and accompanied by a copy of the test results that the manhole has been sampled, tested,

and inspected in accordance with the provisions of this specification and meets all requirements.

H. SHIPPING AND HANDLING: Do not drop or impact the fiberglass manhole. Fiberglass manhole may be lifted by inserting a 4" x 4" x 30" timber into the top of manhole with cable attached or by a sling or "choker" connection around center of manhole, lift as required. Use of chains or cables in contact with the manhole surface is prohibited.

I. CONCRETE:

1. **Fiberglass Bottom**: Manholes may have fiberglass bottoms that are a minimum of 6" below the OD of the pipe invert when concrete is used to form the invert. Manufactured fiberglass inverts and bench areas are allowed, or concrete may be used to form bench area and invert. Concrete is to be used on top of anti-flotation ring and around the reducer section as required for buoyancy.

2. **Concrete Bottom**: Lower manhole into wet concrete until it rests at the proper elevation, with a minimum of 4 inches of fiberglass manhole inserted into the wet concrete below flow line, then move manhole to plumb. The concrete shall extend a minimum of one foot from the outside wall of the manhole and a minimum of 6 inches above incoming lines. On the inside concrete shall form the bench and invert area and rise a minimum of 4 inches above incoming lines. If required by Engineer concrete may be used around reducer section for buoyancy control.

BACKFILL:

1. **Backfill Material**: Unless shown otherwise on drawings and approved by the Engineer, sand, crushed stone, or crushed gravel shall be used for backfill around the manhole for a minimum distance of one foot from the outside surface and extending from the bottom of the excavation to the top of the reducer section. Suitable material chosen from the excavation may be used for the remainder of the backfill. The material chosen shall be free of large lumps or clods, which will not readily break down under compaction. This material will be subject to approval by Engineer.

2. **Backfill Procedure**: Backfill shall be placed in layers of not more than 12 loose measure inches and mechanically tamped to 95% Modified Proctor Density, unless otherwise approved by Engineer. Backfill shall be placed in such a manner as to prevent any wedging action against the fiberglass manhole structure.

K. MARKING and IDENTIFICATION: Each manhole shall be marked on the inside and outside with the following information:

Manufacturer's name or trademark
Manufacturer's factory location
Manufacturer's serial number
Total length

4. MANHOLE RINGS AND COVERS

A. Manhole rings and covers furnished for this project shall be pattern No. 300-24 as produced by Western Iron Works, Inc., 21 E. 6th St., San Angelo, Texas 76903-5493 or Bass and Hays Foundry, Inc., 238 South Bagdad Rd., Grand Prairie, Texas 75050, or approved equal.

B. WATER TIGHT MANHOLE COVERS

(1) Water tight manhole rings and covers furnished for this project shall be number R-1755-C as manufactured by Neenah Foundry Company, P.O. Box 729, Neenah, Wisconsin 54957, or approved equal.

(2) When watertight replacement sanitary sewer manhole rings and covers are called for on the plans and in the bid proposal they shall be Neenah Foundry Co. No. R-1755-C or approved equal.

No separate payment will be made for adjusting to grade of the replacement watertight manhole rings and covers. The contractor shall schedule this work to coincide with other manhole and water valve adjustments and any costs that might be involved shall be included in the price bid for replacement water tight manhole rings and covers.

(3) Manhole vents shall be used in conjunction with watertight rings and covers spaced every third manhole or as indicated on the plans. Vents shall be constructed as indicated on City design and construction standards.

C. Pressure type manhole rings and covers may be required for certain storm sewer applications. When pressure type manhole rings and covers are called for on the plans and/or bid schedule they shall be Western Iron Works Pattern #380-24P or approved equal. The manhole cover shall be sealed with an “O” ring gasket in a ring groove and shall be secured to the ring by six (6) five-eighths inch (5/8”) stainless steel bolts. The ring shall have six (6) one and one quarter inch (1-1/4”) bolt holes in the flanges for securing the ring to the concrete slab top on the manhole.

D. All manhole covers except grate type shall have two blind pick holes or pick bar cast into them. The blind pick holes or pick bars shall be placed on opposite sides of the cover.

E. All manhole covers except grate type shall have cast into their tops in letters 2 inches high minimum one of the following:

CITY OF MIDLAND
SANITARY SEWER
OR
CITY OF MIDLAND
STORM DRAIN

which ever is applicable.

2.08 GRANULAR MATERIALS

A. GRANULAR MATERIAL GRADATION CLASSIFICATIONS:

Granular materials furnished for foundation, bedding, encasement, backfill, or other purposes as may be specified, shall consist of any natural or synthetic mineral aggregate such as sharp grained sand, crushed gravel, crushed rock, crushed stone, or slag, and shall conform to the following specifications and/or gradation.

Note all materials used for these purposes shall be crushed and shall have at least two broken faces. Pea gravel will NOT be allowed.

	Foundation	Bedding	Encasement	Backfill
ASTM C33 Grade #57	x			
ASTM C33 Grade #67	x			
ASTM C33 Grade #8		x	x	
THD 1982 Item 302 Type D Grade 4		x	x	
THD 1982 Item 302 Type D Grade 5			x	
Crusher fines**			*x	x

*100 percent of crusher fines that are to be used within 12 inches of the top of pipe must pass the ¾" sieve.

** Approximate Gradation for Crusher Fines.

Sieve Size	% Passing
2 inch	100
# 4	35 - 100
# 10	20 - 100
# 40	5 - 35
#200	4 - 10

Crushed stone material proposed as an alternate for use on this project and not meeting the above specifications must be approved in writing at least 48 hours prior to the time scheduled for opening bids.

B. GRANULAR MATERIAL USE DESIGNATIONS:

Granular materials provided for Foundation, Bedding, Encasement, or Backfill use as required by the contract, either as part of the pipe item work unit or as a separate contract item, shall be classified as to use in accordance with the following:

MATERIAL USE DESIGNATION	ZONE DESIGNATION
Granular Foundation	Placed below the bottom of pipe grade as replacement for unsuitable or unstable soils, to achieve better foundation support.
Granular Bedding	Placed below the midpoint of the pipe prior to pipe installation, to facilitate proper shaping and achieve uniform pipe support. Also for Class B bedding where specified.
Granular Encasement	Placed below an elevation one half foot (6") above the top of pipe, after pipe installation, for protection of the pipe and to assure proper filling of voids and thorough consolidation of backfill.

In each case above, unless otherwise indicated, the lower limits of any particular zone shall be the top surface of the next lower course as constructed. The upper limits of each zone are established to define variable needs for material gradation and compaction or void content, taking into consideration the sequence of construction and other conditions. The material use and zone designations described above shall only serve to fulfill the objectives and shall not be construed to restrict the use of any particular material in other zones where the gradation requirements are met.

PART 3 – EXECUTION

3.01 LOCATION OF WORK

A. The work will be located as shown on the plans.

B. It may be necessary for the Engineer to shift lines as reasonable amount to avoid an obstruction to the construction or to reduce right of way difficulties. The Contractor will not be allowed any additional compensation due to shift of lines. Additional compensation will be allowed only for lengthening of lines.

3.02 PROTECTION OF SURFACE STRUCTURES

A. All surface structures and features located outside the permissible excavation limits for underground installations, together with those within the construction areas which are indicated in the Plans as being saved, shall be properly protected against damage and shall not be disturbed or removed without approval by the Engineer.

B. Obstructions such as street signs, guard posts, mail boxes and other items of prefabricated construction may be temporarily removed during construction provided that essential service is maintained in a relocated setting as

approved by the Engineer and that non-essential items are properly stored for the duration of construction. Upon completion of the underground work, all such items shall be replaced in their proper setting. This removal, relocation and replacement shall be at the sole expense of the Contractor.

In the event of damage to any surface structures or improvements, either privately or publicly owned, in the absence of construction necessity, the Contractor will be required to replace or repair the damaged property to the satisfaction of the Engineer and without cost to the Owner.

3.03 INTERFERENCE OF UNDERGROUND STRUCTURES

A. When any underground structure interferes with the planned placement of the pipeline or appurtenances to such an extent that alterations in the work are necessary to eliminate the conflict or avoid endangering effects on either the existing or proposed facilities, the Contractor shall immediately notify the Engineer and the Owner of the affected structure. When any existing facilities are endangered by the Contractor's operations, he shall cease his operations at the site and take such precautions as may be necessary to protect the in place structures until a decision is made as to how the conflict will be resolved.

B. Without specific authorization from the Engineer, no essential utility service shall be disrupted, nor shall any change be made in either the existing structures or the planned installations to overcome the interference. Alterations in existing facilities will be allowed only to the extent that service will not be curtailed unavoidably and then only when the encroachment or relocation will satisfy all applicable regulations and conditions.

C. Wherever alterations are required as a result of unforeseen underground interference not due to any fault or negligence of the Contractor, the Engineer will issue a written order covering any additional or extra work involved and specifying the revised basis of payment, if any. Any alterations made strictly for the convenience of the Contractor shall be subject to prior approval and shall be at the Contractor's expense.

D. No extra compensation will be allowed for delays caused by the interference of underground structures.

3.04 SEPARATION BETWEEN SANITARY SEWERS AND WATER MAINS

A. Sanitary sewers and service lines shall be installed so that the separation between the sewer and water mains is not less than 9 feet in all directions. The 9 feet shall be measured between the nearest outside edges of the pipe.

B. When the required 9 foot minimum separation cannot be maintained and a sanitary sewer must be constructed parallel to a water main, the sanitary sewer shall be constructed of ductile iron or PVC pipe meeting AWWA specification or having NSF approval for potable water pipe, with a pressure rating of 100 psi for both the pipe and the joint. The sanitary sewer line shall

be installed in a separate trench and may be placed no closer than 2 feet vertically and 4 feet horizontally from the water main, with the separation being measured from the nearest outside walls of the pipes. The sanitary sewer shall be constructed lower than the water main.

C. When a sanitary sewer must cross a water main and the 9 feet required separation cannot be maintained, the sanitary sewer may be constructed with a minimum clear separation between the outside diameters of the two pipes of 6 inches if that part of the sanitary sewer within 9 feet of the water main is constructed of ductile iron pipe or PVC pipe meeting AWWA specifications, having a 150 psi pressure rating and equipped with pressure type joints. One length of the sewer pipe must be centered on the water main and where possible, the sanitary sewer should pass under the water line.

D. When the 9 foot required separation cannot be maintained and a sanitary sewer force main must be constructed parallel to a water main, the sanitary sewer force main shall be constructed of ductile iron or PVC pipe meeting AWWA specifications and having a pressure rating of 150 psi and equipped with pressure type joints. The force main must be constructed with a minimum vertical separation of 2 feet and a minimum horizontal separation of 4 feet measured between the outside diameters of the pipes. The force main must be constructed lower than water main.

Table I showing separation of water and sewer lines and construction materials allowed:

TABLE 1
SEPARATION OF WATER AND SEWER LINES

Condition	Location	Material		Separation (Min.)		Comments
		Water	Sewer	Vert.	Horiz.	
NEW WATER AND NEW SEWER SYSTEM						
New Water & New Sewer Gravity Sanitary Sewer Parallel to Water Main	Water above Sewer	Std.	CI DI PVC 150 PSI	2’	4’	Separate Trenches
Gravity Sanitary Sewer Crossing Water Main	Water above Sewer or Sewer above Water	Std	CI DI PVC. 150 PSI	6”	NA	Center one joint of sewer pipe on water main
Gravity Sewer Crossing Water Main	Water above Sewer	Std	ABS, Clay Conc. composite	2’	NA	Cement stabilize sand initial backfill zone each side of crossing. Center of sewer for 9 ft one joint of sewer pipe on water Main
NEW WATER AND EXISTING SANITARY SEWER						
New Water Parallel Existing Sewer	Water above Sewer	Std.	Clay, Conc. ABS CI DI PVC	2’	4’	If sewer shows no sign of leakage, then leave sewer alone. If Sewer shows signs of leakage, then repair or replace.
New Water Crossing Existing Sewer	Water above Sewer	Std	Clay, ABS Conc. composite	2”	NA	If sewer shows no sign of leakage, then leave sewer alone if sewer shows signs of leakage then repair or replace.
New Water Crossing Existing Sewer	Sewer above Water	Std	Clay, ABS Conc. composite	2’	NA	Replace existing sewer with one joint CI,DI,PVC-150 Centering over waterline
New Water Parallel to Existing Sewer	Sewer above Water	Std	Clay, ABS Conc. composite	2’	4’	Replace existing sewer with CI, DI, PVC – 150 PSI or Cement Stabilized sand back- fill initial Backfill none of sewer where parallel closer than 9 ft., or Encase the water in 150 PSI Pipe two nominal sizes larger.

EXISTING WATER AND NEW SANITARY SEWER						
New Sewer parallel Existing Water	Water above Sewer Or Sewer above Water	Std	CI DI PVC 150 PSI	2'	4'	Separate trenches
New Sewer crossing Existing Water	Water above Sewer or Sewer above water	Std	CI DI PVC 150 PSI	6"	NA	Center one joint of sewer pipe on water main.
New Sewer crossing Existing Water	Water Above Sewer	Std	Clay, ABS Conc. composite	2'	NA	Cement Stabilize sand initial backfill zone of sewer for 9 ft each side of crossing. Center one joint of sewer pipe on water main.

3.05 EXCAVATION

A. Excavation of every description and of whatever materials encountered shall be made to the alignment and depth shown on the plans or as directed by the Engineer. Excavation shall be made by open cut. Sides of trenches shall be kept as nearly vertical as possible and the trench shall be so braced, sheeted and drained that workmen may work safely and efficiently therein. The trenches shall be sufficiently straight between designated angle points to permit the pipe to be laid true to line in the approximate center of the trench.

B. The trench width may vary with and depend upon the depth of trench, the diameter of pipe to be laid and the nature of the material to be excavated; but in any case shall be of ample width to permit the pipe to be laid and jointed properly and the backfill to be placed and compacted properly. The minimum width of unsheeted trench shall be 18 inches. The maximum clear width of trench at the top of the pipe shall be not more than two (2) feet greater than the outside diameter of the pipe for pipes up to 33" diameter except by consent of the Engineer. Whenever, for any reason, the maximum trench width is exceeded, the Contractor shall provide, at his own expense, pipe of higher class and/or bedding adequate to sustain the increased soil load as calculated by the Engineer.

C. Trenches shall be undercut to provide for the class bedding specified and/or shown on the plans. Bell holes shall be excavated to insure the pipe resting for its entire length upon the bedding material. Where trenches are under-cut beyond the depth required for bedding the trench shall be brought to grade by using crushed aggregate as specified for foundation herein. The use of loose native soil will NOT be permitted for this purpose.

D. No pipe shall be laid in water. Where the ground water table is at or above trench bottom, the Contractor shall de-water the trench to permit the pipe to be laid on a solid foundation.

   Costs for de-watering by whatever method selected shall be considered incidental to the price bid per foot of pipe.

   The Contractor shall discharge pumps to the natural drainage channels, or if permitted, to other sewer or drains.

Where sewer pipelines are located in or across streambeds or drainage ditches, the Contractor shall divert the stream flow and de-water each section as the work progresses.

E. Temporary support, adequate protection and maintenance of all underground and surface utility structures, drains, sewers, and other obstructions encountered in the progress of the work shall be furnished by the Contractor at his own expense under the direction of the Engineer.

F. Whenever wet, soft or unstable soil, incapable of properly supporting the pipe, manholes or other structure is encountered in the trench, a further depth and/or width shall be excavated and refilled to trench bottom grade with gravel or other approved suitable material thoroughly compacted to assure a firm foundation for the pipe.

G. Rock, boulders and large stones shall be removed to provide a clearance of at least six (6) inches below the outside barrel of the pipes, valves, or fittings and to a clear width of six (6) inches on each side of all pipe and appurtenances for pipe 15 inches in diameter or less, and a clear width of nine (9) inches on each side of all pipe and appurtenances for pipe larger than 15 inches in diameter. Adequate clearance for properly joining pipe laid in rock trenches shall be provided at bell holes. The space between the rock at the bottom of the trench and the bottom of the pipe barrel shall be filled with compacted bedding material.

H. The Engineer shall be notified of any need for blasting to remove materials which cannot be broken up mechanically, and there shall be no blasting operations conducted until the Engineer's approval has been secured. Blasting operations will be allowed only when proper precautions are taken to protect life and property, and then shall be restricted as the Engineer directs. The Contractor shall assume full responsibility for any damage caused by blasting, regardless of the requirements for notification and approval. The Contractor shall secure any required permits for blasting and shall conduct blasting operations in conformance with all applicable State and local laws, regulations and ordinances.

I. In the event the Contractor desires to employ tunneling in locations other than as shown on the Plans in order to avoid replacement of sidewalks, etc., he shall do so only upon receipt of specific permission from the Engineer. Tunneling of this nature shall be considered incidental.

J. Excavated materials will be classified for reuse as being either suitable or unsuitable for backfill or other specified use.

3.06 SPECIAL SAFETY PROVISIONS

1. TRENCH SAFETY SYSTEMS

A. DESCRIPTION

This item shall govern for the Trench Safety Systems required for the construction of all trench excavation to be utilized in the project and including all additional excavation and backfill necessitated by the safety system. A trench shall be defined as a narrow excavation (in relation to its length) made below the surface of the ground. In general, the depth is greater than the width, but the width of a trench (measured at the bottom) is not greater than 15 feet. The depth is five feet or more. Trench Safety Systems include but are not limited to sloping, sheeting, trench boxes or trench shields, sheet piling, cribbing, bracing, shoring, de-watering or diversion of water to provide adequate drainage.

B. CONSTRUCTION METHODS

Trench safety systems shall be accomplished in accordance with the detailed specifications set out in the provisions of Excavation, Trench, and Shoring, Federal Occupational Safety and Health Administration (OSHA) Standards, 29CFR, Part 1926, Subpart P, as amended, including Proposed Rules published in the Federal Register (Vol. 52, No. 72) on Tuesday, October 31, 1989. The sections that are incorporated into these specifications by reference include Sections 1926-650 through 1926-652. Legislation that has been enacted by the Texas Legislature, being Tex. Rev. Civ. Stat. Ann. Arts. 1015q, 2368a.6 (Vernon Supp. 1988) with regard to Trench Safety Systems, is hereby incorporated, by reference into these specifications.

A reproduction of the OSHA Publication 2226 is attached for the convenience of the Contractor. The City assumes no responsibility for the accuracy of the reproduction or that it reflects current law. The Contractor is responsible for obtaining a copy of this section of the Federal Register for his use.

If the contractor elects to use a trench protective system that, in the Proposed Rules, requires “Design by a qualified person or a qualified engineer,” [For example see 1926.652 (b) (3) and 1926.652 (c) (4)], a “qualified person or qualified engineer” shall be a Professional Engineer registered in the State of Texas. The Contractor is responsible for obtaining boring and soil analysis as required for the planned design. The trench excavation is to be designed in conformance with OSHA standards and regulations.

C. TRENCH SAFETY PROGRAM

The Contractor shall submit a safety program specifically for the construction of trench excavation. The trench safety program shall be in accordance with OSHA standards governing the presence and activities of individuals working in and around trench excavation.

D. INSPECTION

The Contractor shall make daily inspections of the Trench Safety Systems to ensure that the systems meet OSHA requirements. Daily inspection is to be made by a "competent person" provided by the Contractor. If evidence of possible cave-ins, or slides, is apparent, all work in the trench shall cease until the necessary precautions have been taken by the Contractor to safeguard personnel entering the trench. It is the sole duty, responsibility and prerogative of the Contractor, not the owner or the Engineer, to determine the specific applicability of the designed trench safety systems to each field condition encountered on the project. The Contractor shall maintain a permanent record of daily inspections.

2. SAFETY RESTRICTIONS - work near high voltage lines

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

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

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

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

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

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

3.07 PIPE LAYING

A. All gravity pipe shall be laid using approved grade boards, furnished and set by the Contractor at no additional cost to the Owner, according to the grade stakes established by the Engineer. The maximum spacing of grade boards shall be fifty (50) feet. No sewer shall be laid unless there is a minimum of three grade boards set to check the proper grade and alignment ahead. The Contractor shall provide and use a suitable grade rod to insure the proper grade of the pipe.

B. The Contractor may use the laser beam method of setting a line and grade for the sewer by using the laser beam coaxially through the center of the sewer being laid. The laser beam projector is to be rigidly mounted to its support platforms, with a two-point suspension, or equivalent, assuring that all ground and equipment vibrations are kept to an absolute minimum. The Contractor shall furnish all equipment including equipment necessary to control atmospheric conditions in the pipe to keep line and grade to acceptable standards of accuracy. Competent experienced people who have been properly trained to operate the equipment used must operate the laser beam system.

C. The Contractor shall stake check pegs at all manholes throughout the job. Check pegs midway between manholes and any other checkpoints deemed necessary to assure accuracy of the equipment shall be provided by the contractor.

D. Each piece of pipe and special fitting shall be carefully inspected before it is placed and no defective pipe shall be laid in the trench. Pipe laying shall proceed upgrade, starting at the lower end of the grade and with the bells uphill. No pipe shall be laid except in the presence of an inspector representing the Engineer. Any pipe laid except in the presence of an inspector representing the Engineer shall be subject, at the contractor's expense, to a television camera inspection and survey by the city. Trench bottoms found to be unsuitable for foundations after pipe laying operations have started shall be corrected and brought to exact line and grade with approved compacted granular material as specified for foundation in Item 2.07 A. of these specifications.

E. Pipe laying shall proceed up-grade with spigot or tongue ends pointing in the direction of flow. The spigot shall be centered in the bell, and pipe shoved into position, and brought into true alignment. It shall be secured there with bedding material carefully tamped under and on each side of it, excepting at bell holes. Care shall be taken to prevent dirt from entering the joint space.

F. Any defective or damaged pipe discovered after the line is laid or any gravity pipe, which has had its grade or joint, disturbed after laying shall be removed and replaced or relayed. The section of line in which such damaged or displaced section is discovered shall be retested after corrections are made.

G. Where excavation for buildings or other portions of the work have been carried below the line and grades of the pipe, thorough tamping of approved crushed stone backfill and the use of adequate bracing and blocking under the pipe will be required to insure against settling and shearing of the pipe. In areas where noted on plans, Portland cement stabilized material or concrete shall be used for backfill to provide adequate bracing for pipe and protection of structures.

H. All manhole connections for PVC or other Polymer based pipe shall be made using "A Lok Gaskets" or "Kor-N-Seal" boots or other approved water stop devices. Only Portland cement grout that expands upon curing or approved non-shrink grout will be incorporated into any manhole connection.

I. Connections to manholes for other types of pipe shall be in accord with the pipe manufacturers specifications and other applicable requirements of these specifications. The resulting joint shall meet the leakage test requirements of these specifications.

J. The exposed end of all pipes shall be fully protected with a stopper or bulkhead at the end of each day's work to prevent earth, debris, small animals, or other substances from entering the pipe. The interior of the sewer shall be carefully freed from all dirt, jointing compound, or superfluous material of every description as the work progresses.

3.08 CONNECTION AND ASSEMBLY OF JOINTS

1. JOINING PVC OR OTHER POLYMER BASED PIPE

A. The type of joint and the material to be used shall be as shown on the plans or specified herein. Factory cast compression joints shall be free of dirt and lubricated before inserting the barrel into the bell. After the spigot is centered in the bell, the pipe shall be shoved home solidly by using a wood block and bar. The Contractor shall keep the ends of the pipe closed to prevent dirt and other material from entering the pipe during placement. All joints must be water tight, and any leaks or defects discovered must be repaired immediately. Any pipe, which has been disturbed after being laid, must be taken up, the joint cleaned and properly relayed as directed by the Engineer.

Lubricant used shall be as recommended by the pipe manufacturer.

B. Field-cut pipe must be beveled for insertion into the gasketed bell or coupling. Bevels can be made with a hand or power tool. Bevels shall be made to pipe manufacturer's specifications. If pipe manufacturers specifications are not available the bevel may be made at 15 degrees to the longitudinal axis of the pipe through one half (l/2) the wall thickness.

C. After pipe has been cut and beveled, a new full insertion mark located as recommended by the pipe manufacture shall be made using a felt tip pen. The contractor may determine the location of the insertion mark by measuring the mark location on a factory marked joint of pipe if manufacturer's specifications are not available.

2. JOINTING CORRUGATED STEEL PIPE

A. Gaskets for corrugated steel pipe shall be "O" Ring or sleeve types. Sleeve gasket shall be carefully placed on one joint of pipe. When the pipe is aligned and brought end to end the gasket shall be carefully centered over the joint between the ends of the pipe. "O" ring gasket shall be installed in accordance with the manufacturer's recommendation.

B. When "O" ring gaskets are furnished a flat gasket shall be furnished and placed between the overlapping portions of the band. The gasket shall extend the full width of the band and shall be of sufficient depth to assure a watertight joint.

C. The coupling band shall be carefully centered over the joints and tightened to the pipe manufacturer specifications. Care shall be taken during the tightening process to assure a snug uniform fit for the entire circumference of the pipe.

3. PROTECTING AND COVERING JOINTS

A. The contractor shall keep the ends of the pipe closed during the time of construction to prevent the entry of dirt, debris, small animals and other foreign objects.

B. Joints shall not be covered until approved by Engineer or his representative. Connections, which are for future use, shall be properly capped.

3.09 CONNECTIONS TO EXISTING STRUCTURES

A. Where shown on the plans, the contractor shall connect the new sewer to existing manholes. If no stub out is present in the existing manhole for such connection, the contractor shall construct such connection by making a hole in the side of the existing manhole using a coring machine or other approved method and installing a “KOR N Seal” boot as manufactured by N.P.C. Systems, Inc. or other approved water tight manhole connector.

The contractor shall use caution in constructing the connection to the existing manhole. Damage to the manhole that, in the opinion of the Engineer, would impair the use and/or function of the manhole shall be just cause to require the contractor to reconstruct the manhole at contractor’s expense. Such damage shall include but not be limited to cracking of the manhole riser section, spalling around the connection significantly reducing manhole wall thickness or excessive oversize in the opening for the new connection requiring any filler other than the manhole connector and/or non-shrink grout specified.

The contractor shall make such changes in the invert of the manhole as may be necessary to provide a smooth flow of the water through the manhole. Any connection to existing structures required in the Plans shall be accomplished by the Contractor and shall be incidental item with no direct compensation being made unless listed as a pay item in the bid proposal.

B. If the work consists of the construction of a sewer that is to replace an existing sewer, all of the existing service lines shall be kept in operation and connected to the new line.

C. Connections shall be made to all existing sewer lines in the vicinity of the work by removing a section of the sewer for the existing line and inserting in the space a tee branch of proper size, or by the construction of a manhole, regulator chamber of other structure as shown on the Drawings.

D. Connections to building services shall be made in a neat and workman like manner. Clean out plugs shall be installed wherever feasible, by making the connections with a standard wye or tee-wye. When clean out plugs are installed they should be located as near the right of way line as practical.

3.10 BACKFILL OPERATIONS

1. GENERAL

A. All pipeline excavations shall be backfilled in a manner that will restore pre-existing conditions as the minimum requirement and fulfill all supplementary requirements indicated in the Plans and Specifications. The backfilling operations shall be started as soon as conditions will permit on each section of pipeline, so as to provide continuity in subsequent operations and restore normal public service as soon as practicable on a section-by-section basis. All operations shall be pursued diligently, with proper and adequate equipment, to assure acceptable results.

B. For this specification backfill is defined as any material placed in the trench above the bedding zone other than the pipe or conduit and appurtenance.

For flexible pipe the backfill between the bedding material and the crown of the pipe shall be crushed stone suitable for encasement as specified in article 2.07 of the specifications. When Portland cement stabilized backfill is used above the pipe zone; the crushed stone encasement shall extend to 1' above the crown of the pipe.

C. Depositing of the backfill shall be done so the shock of falling material will not injure the structure. Grading over and around all parts of the work shall be done as directed by the Engineer.

D. Whenever soil types which are determined by the Inspector to be undesirable for backfill are excavated from the trench, such material shall be hauled away and deposited at locations shown on the plans or as directed by the Engineer at no additional compensation.

E. Backfill materials placed in the pipe zone shall be carefully placed in relatively uniform depth layers spread over the full width and length of the trench section in a manner and/or sequence that will provide simultaneous support on both sides of the pipeline. Each layer shall be compacted effectively, by approved mechanical of hand methods, until there is no further visual evidence of increased consolidation. Above the pipe zone the backfill material shall be placed uniformly across and along the trench in depth suitable for the compaction method used and compacted to a minimum of the density specified for the material used and the trench location. Compaction of the in place layer shall be completed acceptably before placing material for a succeeding layer thereon.

The manner of placement, layer thickness, compaction equipment, and procedure effectiveness shall be subject to approval of the Engineer. Water jetting or flooding shall NOT be used to compact trench backfill.

F. Compaction of materials placed within the pipe bedding and encasement zones shall be accomplished with portable or hand equipment methods, so as to achieve thorough consolidation under and around the pipe and avoid damage to the pipe. Above the pipe zone, the use of heavy roller type compaction equipment shall be limited to safe pipe loading.

G. The maximum loose thickness of each backfill layer placed above the pipe zone shall be 12 inches, except that 16 inches will be permitted for Granular Materials placed above an elevation one foot above the top of pipe, and with the provision that, by authority of the Engineer and in consideration of the demonstrated capability of special type vibratory compactors, these maximums may be increased at his discretion. “Hydro tamps”, “vibra tamps” or other heavy compacting equipment shall not be used until the backfill has reached a depth of four (4) feet above the top of the pipe.

H. All surplus or waste materials remaining after completion of the backfilling operations shall be disposed of in an acceptable manner within 24 hours after completing the backfill work on each particular pipeline section. Disposal at any location within the project limits shall be as specified, or as approved by the Engineer; otherwise, disposal shall be accomplished outside the project limits at the Contractor’s discretion. The backfilling and surplus or waste disposal operations shall be a part of the work required under the pipeline installation items, not as work that may be delayed until final cleanup.

I. For the duration of the warranty period of the project, the Contractor shall assume full responsibility and expense for all backfill settlement and shall refill and restore the work as directed to maintain an acceptable surface condition. All additional materials required shall be furnished without additional cost to the Owner.

2. BACKFILL IN PUBLIC RIGHTS-OF-WAY AND OTHER AREAS WHERE SETTLEMENT IS CRITICAL

A. GENERAL REQUIREMENTS

(1). Backfill above the pipe zone in public rights-of-way and under paved parking lots, near structures or other utilities where settlement can cause damage shall be made using Portland cement stabilized backfill or crushed stone screenings (crusher fines).

The pipe zone is defined as that portion of the trench extending from the bottom of the trench to 12” above the crown of the pipe or conduit.

(2) Backfill around structures such as manholes, junction boxes, transformer boxes and valve boxes shall be made using Portland cement stabilized backfill material or crushed stone screening (crusher fines).

(3) The minimum depth of stabilized backfill or crusher fines shall be twelve (12”) inches.

When utilities are being constructed under existing paving, the stabilized backfill or crusher fines shall extend from top of the pipe zone to the top of the base course.
When utilities are being constructed under existing unpaved streets that are not scheduled for immediate pavement construction, the stabilized backfill or crusher fines shall extend from the top of the pipe zone to the existing roadway surface.

When utilities are being constructed in streets that are scheduled for immediate paving, the stabilized backfill or crusher fines shall extend from the top of the pipe zone to the bottom edge of the eight (8”) inches of subgrade, or, if the paving contractor has constructed a portion of the roadway prior to the construction of the utilities the backfill shall extend to the top of the course the contractor has finished, or the top of the base course, which ever is lower.

If the final course of asphaltic concrete has been placed, the street or alley surface shall not be cut for utility installation.

In streets where stabilized backfill is required only to the bottom of the subgrade course, the minimum depth of stabilized backfill may be reduced to six (6”) inches in which case the maximum depth of the “pipe zone” shall be limited to six (6”) inches above the top of the utility line or conduit.

B. BACKFILL MATERIALS

(1) Portland cement stabilized backfill shall consist of caliche base material, blow sand or native soil stabilized by the addition of Portland cement. Crushed stone or concrete aggregate shall NOT be used.

When Portland cement stabilized backfill is to be used, the contractor shall submit a mix design prepared by an approved commercial laboratory for approval before the trenching operation is begun. When native soil is to be used samples may be taken along the proposed route by boring or other approved means. Samples must be representative of the full trench depth.

The mix design shall be such that the minimum 7-day compressive strength is 150 psi when tested according to test method Tex 418-A.

The minimum cement content for Portland cement stabilized backfill shall be 1 sack per cubic yard.

Cement used in Portland cement stabilized backfill shall be Type I or Type II conforming to the requirements of ASTM Designation C150.

Caliche used for Portland cement stabilized backfill shall be crushed material conforming to Texas State Department of Highways and Transportation 1982 Standard Specifications for Construction of Highways, Streets and Bridges Item 248 Type F, Grade 2.

Blow sand used for Portland cement stabilized backfill shall be clean, free from organic matter, clay lumps, rock and other deleterious matter.

Native soil used for Portland cement stabilized backfill shall be clean, free of clods and organic matter, and free of rock in excess of 2”.

(2) Crushed stone screening (crusher fines) used for back fill shall be sharp grained particles of crushed stone conforming to the requirements of Article 2.07 of these specifications.

(3) Trencher excavated rock material shall be screened so that the largest diameter material is less than 2". The screened rock material used for backfill shall have sufficient moisture added so that the backfill will bind with the fines. The rock material backfill shall be tamped or compacted in two (2) foot lifts. A sheeps foot roller shall not be used unless there is two (2) feet or more compacted backfill above the pipe bedding.

C. BACKFILL CONSTRUCTION

(1) Portland cement stabilized caliche backfill or Portland cement stabilized native soil backfill may be constructed using either the "dry" method or the "wet" method.

(a) The dry method of stabilized backfill construction consists of dry mixing of the cement and caliche or soil to produce a homogenous mixture then adding and mixing sufficient water for proper compaction and hydration of the cement. The water content of the mixture will be approximately one to two percent above the optimum moisture for soil compaction. The mixing may be accomplished by using batch mixers or on the job site by "blade mixing" or other suitable method to produce the desired backfill material. The mixed material shall be placed in lifts of up to a maximum of 12 inches and compacted to ninety-five (95%) modified proctor densities by use of suitable compacting equipment.

(b) In the "wet" method of cement stabilized backfill construction, the materials shall be mixed in an approved concrete batching plant or mixer to the consistency of concrete and placed as concrete would be placed. The slump of the backfill material shall be such that all voids will be filled, approximately four (4") to six (6") inches. The backfill shall be consolidated by rodding or by the use of mechanical vibrators.

Portland cement stabilized blow sand backfill shall be mixed and placed by the "wet" method as described above.

Crushed stone screening (crusher fines) shall be wetted uniformly throughout with sufficient moisture to assure proper compaction before being placed in the trench. The moistened crushed stone screening (crusher fines) shall be placed in maximum lifts of twelve inches and consolidated using vibratory type compaction equipment except when it has been demonstrated that the compaction equipment employed will adequately compact deeper lifts in which case the maximum depth of a lift shall be limited by the capabilities of the equipment used.

Tests to determine the compacted density of the backfill shall be ordered by the Engineer if in his opinion the compaction is not adequate. Test showing a minimum compacted density of 90%-modified proctor will be deemed adequate.

3. BACKFILL OUTSIDE OF PUBLIC RIGHTS-OF-WAY WHERE SETTLEMENT IS NOT CRITICAL

A. In areas outside of public rights-of-way and in the absence of special work item requirements the backfilling shall be accomplished with the use of suitable materials selected from the excavated materials to the extent available and practical. Should the materials available from the trench section be unsuitable or insufficient, the required additional materials shall be furnished from outside sources at the Owners expense.

B. Suitable material shall be defined as a mineral soil reasonably free of foreign materials (rubbish, debris, etc.) frozen clumps, oversize stone, rock, concrete or bituminous chunks and other unsuitable materials, that may damage the pipe installation, prevent thorough compaction, or increase the risks of after settlement unnecessarily. Material selection shall be such as to make the best and fullest utilization of what is available, taking into consideration particular needs of different backfill zones. Material containing stone, rock, or chunks of any sort shall only be utilized where and to the extent there will be no detrimental effects.

C. The backfill material placed in this area shall be compacted by suitable means to a minimum density equal to the density of the undisturbed surrounding soil. City Engineer MUST approve water flooding as a means of compaction.

4. TRENCH BACKFILL BEHIND CURB AND GUTTER

A. When utilities are placed behind the curb in paved streets and other landscaped areas the backfill shall be the same as elsewhere in the right-of-way or other applicable location except that in grassed areas and in flower beds the top six (6") inches of backfill shall be good quality top soil. When utilities are placed behind the curb in grassed or landscaped areas where no sidewalk is to be constructed and the edge of the trench is a minimum of 2 feet from the back of curb or where sidewalk is to be constructed and the minimum distance from both the back of curb and the edge of the sidewalk to the edge of the trench is 2 feet the contractor may elect to use suitable native soil for backfill. The native soil backfill shall be compacted to 95% modified proctor density to within 6" of the top of curb height. The top 6" of backfill shall be good topsoil and shall be compacted to the density of the adjacent soil.

B. Sidewalks shall be repaired by removing and replacing the complete section or sections that have been damaged. Strip patching through sidewalks will not be permitted.

The replacement sidewalk shall be of the same design and section as the walk removed and shall be of equal or better workmanship.

C. When utilities are placed in paved areas behind curbs the pavement shall be repaired as specified for street pavement.

D. Grassed areas and flowerbeds shall be restored as nearly as possible to the original condition. Care shall be taken to avoid damage to sprinkler systems.

Mail boxes and other appurtenance in the construction area. Any damage to said items shall be repaired immediately.

E. All repairs made behind the curb shall be to the satisfaction of the property owner responsible for their maintenance and/or to the satisfaction to the City Engineer.

3.11 INLET STRUCTURES AND LEADS AND CLEANOUTS FOR STORM SEWERS

A. Corrugated Galvanized Steel Slotted Drains for Nuisance water inlets only.

(1) Slotted drains shall be the sizes and lengths as shown on the plans and constructed at the locations as shown on the plans or at locations to be established on the job site.

(2) Slotted drains shall not be installed under asphalt pavement but shall have a section of concrete gutter constructed around it as shown on the detail drawings.

Slotted drains shall be protected from the entrance of debris, concrete or HMAC by closing the slot with one or two layers of heavy duct tape or similar material. In addition, the slot for slotted drain shall have a 2-½ inch or ¾ inch board attached to use as a guide for placing and edging the concrete.

Unless otherwise approved or directed by the Engineer the removal of tape and planking from the slotted drain should be accomplished as part of the final clean up.

B. Curb inlets, grate inlets and combination inlets

(1) General

Curb inlets, grate inlets and combination inlets may be pre-cast or cast-in-place at the contractor's option unless specifically shown otherwise on the plans and bid proposal.

(2) Pre-cast inlet boxes

(a) Construction and finish for pre-cast inlet boxes shall conform to details shown on the plans and all applicable requirements for pre-cast manholes.

(b) Tops for curb inlets and combination inlets may be cast in place or pre-cast. Extra care will be required in setting pre-cast tops to assure curb and gutter match.

(c) Pipe connections, bedding, setting and backfill for pre-cast inlets shall be in accord with the applicable requirements for pre-cast manholes article 3.12 of these specifications.

(3) Cast in place inlets

(a) Cast in place inlets shall be constructed of class "C" reinforced concrete as specified in item 1-B "Concrete for Structure" in these specifications.

(b) Forms for cast in place inlets shall be straight, clean and in good condition. Forms shall be properly cleaned and oiled before concrete is placed.

(c) Construction joints may be placed in cast in place inlets at locations shown on the plans. When construction joints are used, extra care will be required to assure that the joints are watertight.

(d) Cast in place inlets may be cast without outside forms if the soil conditions are such that true vertical walls can be cut and will stand during construction without sloughing or otherwise incorporation foreign materials into the concrete.

(e) When inlets are cast without outside forms, a plastic sheet lining may be required to prevent excessive loss of moisture from the concrete and/or to prevent incorporation of foreign material into the concrete.

A. Inlet Leads

(1) Inlet leads shall be constructed of corrugated steel pipe, PVC pipe or other material as called for on the plans and in the bid proposal.

(2) Construction of inlet leads shall be in accord with the applicable requirements for the type of pipe used.

(3) Junctions where two or more inlet leads are joined shall be made at clean outs or manholes.

B. Cleanouts

(1) Clean outs shall be constructed in accord with the plans and detail drawings.

(2) Construction and connections shall be in accord with the applicable specifications for construction of corrugated steel pipe manholes.

3.12 SANITARY SEWER SERVICES AND PLUGGED STUBS

A. Sanitary Sewer Services:

(1) On new sewer main construction all sewer laterals shall be constructed as part of the initial installation. Sewer wye fittings for sewer laterals in new construction shall be molded or fabricated with all gasketed connections. Four (4”) inch laterals shall be installed at all single-family residences and duplex. Laterals installed for apartment complexes, commercial and industrial areas shall be a minimum of six (6”) inches. Depth of laterals will be determined by depth of sewer main and applicable building codes. Laterals shall be installed using tee wyes or wyes and bends so that they will be at 90 degrees to the sewer main. Laterals shall extend to 3’ minimum beyond the property line of the served lot or tract. The contractor shall install sewer laterals according to the typical sewer lateral detail and the most current revisions of the Plumbing Code.

(2) Taps into existing lines shall use a gasketed fitting in conjunction with a full circle repair sleeve coupling, except that taps into existing ductile iron sewer may be made using the Genco Model DF sewer pipe saddle (The General Engineering Co., Frederic, MD Drawing No. R-3220-D dated 12/29/82) or approved equal.

(3) Cemented mitered connections without socket reinforcement shall not be permitted. The contractor will be permitted to use fittings, which are prefabricated, using pipe sections, molded saddles and PVC solvent cement, provided the solvent cement used in fabrication has cured for at least 24 hours prior to the installation. All solvent cement fittings shall e manufactured in the shop under controlled conditions.

(4) All caps and plugs shall be braced, staked, anchored, wired on or otherwise secured to the pipe to prevent leakage under maximum anticipated thrust from internal abnormal operating conditions or test pressures from water or air.

(5) It shall be the duty of the Contractor to keep a record of sewer service wye locations with respect to the nearest downstream manhole, but the Engineer will record ties on the end of all sewer services at the property line. When installing sewer services the Contractor shall, before backfilling, contact the Engineer or his representatives, and assist him in making ties to the end of the service in the open trench. At least two ties shall be made for each service, and if backfilling proceeds before such ties are made, the Contractor shall dig up the end of all such services, with no additional compensation, for the purpose of making ties. During backfilling the Contractor shall furnish and place a vertical steel post or 2 inch by 2 inch wooden stake set flush with finished ground surface, and extending down to the end of the sewer service, a nail shall be placed in the top of the stake to allow location of the service by metal finder.

(6) The main sewer service connection shall consist of installing an in-line wye section in the main sewer line at designated locations. Saddle wye installations will be permitted only when specifically called for. Orientation of service connection fittings shall be as shown in the standard drawings unless otherwise directed by the Engineer.

(7) Where the depth of cover over the main sewer invert is greater than 8 feet (or such other maximum as may be indicated), the service connection shall be extended outward then upward by use of bends to prevent excess loading on the sewer main in accordance with the details shown in the drawings.

(8) The Contractor shall provide the necessary wyes, tees and bends to bring the service to the proper place at the property line.

(9) Wherever service line connections to the main sewer are permitted or required to be made by the open cutout method in the absence of a built-in tee or wye fitting, the connection shall be made by using an approved type coring machine or by other approved methods producing a uniform, smooth circular cut-out as required for proper fit. The cutout discs shall be retrieved and shall not be allowed to remain within the main sewer pipe. The saddle tee shall be securely fastened to the main sewer pipe by means of epoxy resin or other approved adhesive. The entire connection fitting shall be encased in concrete to a minimum thickness of six inches and as may be shown in the standard drawings.

(10)Wherever service line connections to the main sewer are required to be made by means of built-in branch tee or wye fittings, the Contractor shall, in the absence of such fitting, remove a section of the main sewer pipe and replace it with the required branch tee wye or wye section connected by means of an approved sleeve coupling.

(11)Connections of service lines to the main sewer are required to be made by means of built-in branch tee or wye fittings, the Contractor shall, in the absence of such fitting, remove a section of the main sewer pipe and replace it with the required branch tee wye or wye section connected by means of an approved sleeve coupling.

(12)The end of all service connections shall be plugged with PVC plug and sealed with plastic joint material.

(13)Crushed stone bedding and backfill material, concrete encasement and protection, etc., for service line installation shall be the same as for the sewer lines.

(14)No service connections or laterals shall be covered until they have been inspected and located by the Engineer.

B. INSTALLATION OF PLUGGED STUBS ON SANITARY SEWERS

Plugged pipe stubs for future connections to manholes and sewerage structures shall be installed where shown on the Drawings or directed by the Engineer. The pipe stubs shall be installed in accordance with the specifications and details shown on the Drawings for connecting the type of pipe used to manholes.

3.13 MANHOLES

1. General

The manholes shall be constructed at the locations shown on the plans or as directed by the Engineer and in accordance with the details shown on the plans and as specified herein. After the excavation has been completed, the subgrade for the manhole base shall be graded and leveled. A crushed stone foundation having a minimum thickness of 6 inches shall then be placed on the subgrade. The crushed stone foundation shall be leveled and consolidated before the section of the manhole is placed. Pre-cast base sections shall sit in place level and plumb and to the lines and grade as shown on the plans. Cast in place bases shall be placed around the existing sewer line in accord with the plans and detail sheet. When pre-cast manhole bases are used, riser construction may proceed when the base is set on line and grade. When cast in place manhole bases are used, riser construction may proceed when the base has set sufficiently to support the weight of the riser.

Manholes shall be of the type and material shown on the plans and called for in the bid proposal and shall conform to these specifications.

All lift holes shall be filled with approved non shrink grout and bituminous material before final acceptance. Use of bituminous material or other flowable material alone to plug lift holes will not be permitted. Voids in the invert around the sewer pipe on the

inside wall of the manhole shall be grouted with cement rich grout, to conform to the rest of the wash, in accordance with the standard manhole details.

The backfill around the manhole shall be done in accordance with the details shown on the plans and trench backfill specifications.

The Contractor shall take whatever precautions necessary to protect the manholes that are under construction. At the end of the day or at such time as the Contractor deems necessary, all manholes not completed shall be covered, sealed, plugged, etc. to prevent the inflow of storm water or other objectionable material, and to prevent animals and humans from getting into the manhole.

2. PRE-CAST CONCRETE

A. Pre-cast tub bottom sections of manholes shall be set on a crushed stone foundation or bedding according to the details shown on the plans. Care shall be exercised to assure true alignment and grade for the pipe openings.

The invert of the manhole shall be constructed of cement rich grout and shall be formed to true lines; grades and curvature to assure smooth flow through the manhole. The invert shall have a steel trowel finish.

Joints for pre-cast concrete manhole riser sections shall be made Watertight by use of bitumastic or rubber sealers or “O” ring gaskets. Both sides of the tongue and groove joint shall be painted with a bitumastic primer before assembly.

The bitumastic or rubber sealer shall be clean and pliable and shall deform under the pressure of joint closure to assure a complete water tight seal. Care shall be exercised to assure proper alignment of the joint. The walls of the completed manhole shall be straight and vertical.

B. Pre-cast eccentric cone sections and precast slab manhole tops with eccentrically located manway shall be set with the manway adjacent to the up stream side of the manhole. The joints between the cone or slab top and the manhole riser shall be sealed in the same manner as the joints between the riser section. Care shall be taken in placing the cone and or slab tops to assure the manhole ring and cover can be set to match the finished paving.

C. Pre-cast grade rings will be used, when required, to bring the manhole ring and cover up to the finished grade. Grade rings may be set using cement rich grout or bitumastic seal and such as Ram-Nek or approved equal. When cement rich grout is used, care shall be taken that the space between the cone or slab top and the first grade ring and between the grade rings are completely filled without voids.

When bitumastic sealer is used the joints shall be constructed in the same manner as the joints between the riser sections.

When pre-cast manholes with PVC or other approved polymer lining are called for on the plans and bid proposal and are furnished under this contract they shall be constructed as other pre-cast concrete manholes.

In addition the joints in the lining shall be sealed by hot air welding, use of epoxy coating, or other approved means.

3. CAST IN PLACE MANHOLE BASES

A. Cast in place manhole bases shall be used only where shown on the plans or as directed by the Engineer and shall be constructed in accord with the details shown on the plans.

B. Special care shall be taken in casting the surfaces that will mate with the first risersection to assure a smooth even fit and a watertight joint.

C. The first riser section to be used with cast in place manhole bases shall be castwithout tongue or groove. The joint between the riser section and the cast in place base shall be sealed with a bitumastic or rubber sealant in the same manner as the joints in the pre-cast riser sections.

D. Care shall be taken in forming the invert of the manhole around existing sewers to assure adequate opening for the insertion of a “go – no go” mandrel or other testing equipment and cleaning tools.

4. MANHOLE RING AND COVER

A. The tops of the manhole frame and cover (ring) shall be built to the grade shown on the plans. The cast iron frame shall be firmly embedded in mortar.

B. When pressure type manhole rings and cover are specified on storm sewer manholes they shall be bolted to the concrete slab top using the “L” bolts cast into the slab for this purpose. The joint between the ring and the concrete slab top shall be made watertight using a bitumastic or rubber seal and conforming to the requirements of these specifications.

5. CORRUGATED STEEL MANHOLES

A. Corrugated steel manholes shall be constructed in accord with the details shown on the plans and in accord with the applicable requirements for the construction of corrugated steel pipe sewers.

B. Care shall be taken during the placing of backfill around corrugated steel pipe manholes to maintain the horizontal and vertical alignment of the manhole.

C. Since full contact of the flat top slab with the cement stabilized backfill is critical the backfill shall be finished smooth and to the proper grade. A thin layer of cement rich grout shall be placed on the cement stabilized backfill immediately prior to placing the concrete slab top. The grout shall be sufficient t fill all voids between the backfill and the slab and of a consistency to be forced into the voids under the weight of the slab.

3.14 TESTING GRAVITY SEWER MAINS AND MANHOLES

A. Upon completion of the sewer construction including all wyes and service laterals and before any house drains or services are connected, all sewers shall be cleaned and lamped. All runs of sewer between manholes shall be straight and true. Leakage tests shall be made to determine the amount of ground water infiltration into the sewers. Infiltration tests shall be made when groundwater level is 18 inches or more above the top of the outside of the pipe. Measurement will be taken by means of a weir placed in the lines. The maximum allowable rate of leakage shall be 25 gallons per inch diameter per mile of pipe per 24 hours, for any section of pipe with a maximum total leakage of 200 gallons per mile per 24 hours for sanitary sewers with the exception that the maximum leakage for storm drains shall be 200 gallons per inch of diameter per mile per 24 hours with a total maximum leakage of 6,000 gallons per mile per 24 hours.

When the groundwater is not at sufficient height for infiltration testing the Contractor shall use exfiltration to test the sewer lines.

B. In lieu of the infiltration or exfiltration tests the Contractor may perform air tests on the sewers.

C. If the infiltration, exfiltration, or air tests fail to meet requirements specified herein, the Engineer reserves the right to request television work to be done to locate leaks. The Contractor shall furnish all materials and equipment necessary to accomplish all infiltration, exfiltration, air or television testing.

The Contractor shall receive no additional compensation for this testing or inspection work or for repairs of corrective work required to be done to the sewers. The exfiltration tests shall be used in areas where no ground water is present.

D. Test Procedure Hydrostatic (Exfiltration)

(1) The test section shall be bulk headed and the pipe subject to a hydrostatic pressure produced by a head of water at a depth of three (3) feet above the invert of the sewer at the upper manhole under test. In areas where ground water exists, this head of water shall be three feet above the existing water table.

(2) This head of water shall be maintained for a period of one hour during which it is presumed that full absorption of the concrete manhole body has taken place and thereafter for a further period of one (1) hour for the actual test of leakage. Fiber glass manholes are exempt from the one hour absorption requirement. During this one (1) hour test period, the measured maximum allowable rate of exfiltration for any section of sewer shall be the same as allowed for the infiltration test.

E. TEST PROCEDURE AIR

(1) Where the Contractor elects to air test, he shall perform these tests with equipment similar to Air-Loc equipment manufactured by Cherne Industrial, Inc. Hopkins, Minnesota.

(2) The air test shall be made when the sewer is clean. The line shall be plugged at each manhole with pneumatic balls. Low pressure air shall be introduced into the plugged line until the internal air pressure reaches 4.0 psig greater than the average

back pressure of any ground water pressure that may submerge the pipe. At least two (2) minutes shall be allowed for the air temperature to stabilize before readings are taken and the timing started.

(3) When testing pipes 14 inches and less in diameter between consecutive manholes, the portion being tested shall pass if it does not lose air at a rate to cause the pressure to drop from 4.0 to 3.0 psig (greater than the average back pressure of any groundwater that may submerge the pipe) in less time than listed as calculated from Table 1.

When testing pipes greater than 15 inches in diameter between consecutive manholes the portion being tested shall pass if it does not lose air at a rate to cause the pressure to drop from 3.5 psig 3.0 psig (greater than the average back pressure of any groundwater that may submerge the pipe) in less time than that shown in or calculated from Table II.

TABLE I
Specification Time Required for a 1.0 PSIG Pressure Drop for Size and Length of Pipe indicated for Q = 0.0015

Specification Time for Length (L) Shown (min: sec)											
1	2	3	4 (xL)	100 ft.	150 ft.	200 ft.	250 ft.	300 ft.	350 ft.	400 ft.	450 ft.
4	3:46	597	.380	3:46	3:46	3:46	3:46	3:46	3:46	3:46	3:46
6	5:40	398	.854	5:40	5:40	5:40	5:40	5:40	5:40	5:42	5:42
8	7:34	298	1.520	7:34	7:34	7:34	7:34:	7:36	8:52	10:08	11:24
10	9:26	239	2.374	9:26	9:26	9:26	9:53	11:52	13:51	15:49	17:48
12	11:20	199	3.418	11:20	11:20	11:24	14:15	17:05	19:56	22:47	25:38
15	14:10	159	5.342	14:10	14:10	17:48	22:15	26:42	31:09	35:36	40:04
18	17:00	133	7.692	17:00	19:13	25:38	32:03	38:27	44:52	51:16	57:41
21	19:50	114	10.470	19:50	26:10	34:54	43:37	52:21	61:00	69:48	78:31
24	22:40	99	13.674	22:47	34:11	45:34	56:58	68:22	79:46	91:10	102:33
27	25:30	88	17.306	28:51	43:16	57:41	72:07	86:32	100:57	115:22	129:48
30	28:20	80	21.366	35:37	53:25	71:13	89:02	106:50	124:38	142:26	160:15
33	31:10	72	25.852	43:05	64:38	86:10	107:43	129:16	150:43	172:21	193:53
36	34:00	66	30.768	51:17	75:55	102.34	128:12	153:50	179:29	205:07	230:46

1. Pipe Diameter (in.)
Minimum Time (min:sec)
Length for Minimum Time (ft.)
Time for Longer Length (sec)

NOTE: When using column 4 multiply the number in column 4 opposite the pipe diameter by the length of pipe of that diameter and sum the times for the various pipe size in the run being tested. Computations shall include lengths for service connection laterals.

Table II
Specification Time Required for 0.5 PSIG Pressure Drop for Size and Length of Pipe Indicated for Q + 0.0015

Specification Time for Length (L) Shown (min: sec)											
1	2	3	4 (xL)	100 ft.	150 ft.	200 ft.	250 ft.	300 ft.	350 ft.	400 ft.	450 ft.
4	1:53	597	.190	1:53	1:53	1:53	1:53	1:53	1:53	1:53	1:53
6	2:50	398	.427	2:50	2:50	2:50	2:50	2:50	2:50	2:51	3:12
8	3:47	298	.760	3:47	3:47	3:47	3:47	3:48	4:26	5:04	5:42
10	4:43	239	1.187	4:43	4:43	4:43	4:57	5:56	6:55	7;54	8:54
12	5:40	199	1.709	5:40	5:40	5:40	7:08	8:33	9:58	11:24	12:50
15	7:05	159	2.671	7:05	7:05	8:54	11:08	13:21	15:35	17:48	20:02
18	8:30	133	3.846	8:30	9:37	12:49	16:01	19:14	22:26	25:38	28:51
21	9:55	114	5.235	9:55	13:05	17:27	21:49	26:11	30:32	34:54	39:16
24	11:20	99	6.837	11:24	17:57	22:48	28:30	34:11	39:53	45:35	51:17
27	12:45	88	8.653	14:25	21:38	28:51	36:04	43:16	50:30	57:42	46:54

30 33 36	14:10 15:35 17:00	80 72 66	10.683 12.926 15:384	17:48 21:33 25:39	26:43 32:19 38:28	35:37 43:56 51:17	44:31 53:52 64:06	53:25 64:38 75:55	62:19 75:24 89:44	71:13 86:10 102:34	80:07 96:57 115:23

1 Pipe Diameter (in.)
2 Minimum Time (min:sec)
3 Length for Minimum Time (ft.)
4 Time for Longer Length (sec)

NOTE: When using column 4 multiply the number in column 4 opposite the pipe diameter by the length of pipe of that diameter and sum the times for the various pipe size in the run being tested. Computations shall include lengths for service connection laterals. All service plugs shall be secured in place to prevent displacement during testing operation.

F: DEFLECTION TEST

Deflection tests shall be performed on all flexible pipe, the tests shall be conducted after the backfill has been in place at least 30 days. No pipe shall exceed a deflection of 5 percent. The deflection tests shall be run using a Go-No-Go mandrel having a diameter equal to 95 percent of the inside diameter of the pipe. The tests shall be performed without mechanical pulling device, any pipe not meeting the deflection test shall be excavated and re-bedded at no cost to the owner.

The Contractor at no additional cost to the owner shall furnish the Go-No-GO Mandrel.

Upon completion of all tests, the Contractor shall provide personnel to remove each manhole cover in the presence of the Engineer's representative for inspection and depth measurement.

G. TESTING SANITARY SEWER MANHOLES

All sanitary sewer manholes shall be tested for water tightness by one of the following methods.

Manholes, except those in streets scheduled for immediate paving, shall be complete, having all adjusting rings and cover rings in place and shall be backfilled prior to testing.

Manholes in streets scheduled for immediate paving shall be complete as described above except those acceptance tests shall be made at the top of the cone section.

(1.) Vacuum Test

a. General

This item will govern the testing of all sanitary sewer manholes. All connections to manholes including drop connections shall be in place before testing.

b. Equipment

Equipment for vacuum testing manholes shall be:
MANHOLE VACUUM TESTER as manufactured by:

P.A. Glazier, Inc.
P.O. Box 1002
Worcester, MA. 01613

Or

THE CHERNE AIR-LOC MANHOLE TESTER as manufactured by:

Cherne Industries, Inc.
5700 Lincoln Dr.
Minneapolis, MN 55436-1695

Or approved equal.

c. Preparation for Testing

All connections to the manhole; except plugged stubs for future line extensions, shall be plugged using suitable pneumatic plugs. Line plugs shall be placed at a point outside of the manhole wall (approximately 8" to 10" into the sewer pipe). Drop connections shall be plugged at a point up stream from the drop.
All plugs, pipe connections and plugged stub outs shall be adequately braced to prevent them being drawn into the manhole when vacuum is applied.

d. Testing

The contractor shall set the test equipment in place and operate it in accord with the manufacturer instructions. A copy of these instructions shall be kept on the job site and shall be available to the inspector when tests are performed. When equipment is properly set up a vacuum of 10" of mercury (Hg) shall be drawn and the vacuum line valve closed. After the vacuum pump is shut off the hose shall be disconnected before the test is started.

Note: Vacuum must be at 10" Hg when test is started. The contractor may wish to draw up to 10.5" Hg vacuum and then bleed back to 10" Hg before starting the test. The test shall pass when the minimum time for the vacuum to drop from 10" Hg to 9" Hg is greater than the time shown in the following table:

TABLE 1: Minimum test times for various manhole diameters.

	DIAMETER		
Depth Feet	48"	60"	72"
8'	0:20	0:26	0:33
10'	0:25	0:33	0:41
12'	0:30	0:39	0:49
14'	0:35	0:46	0:57
16'	0:40	0:52	1:05
18'	0:45	0:59	1:13
20'	0:50	1:05	1:21
* ADD	0:05	0:06.5	0:08

Any manhole that fails the test shall be repaired and retested until it passes the test.

e. Contractors Optional Test

The contractor, at his option may wish to test manholes before they are backfilled to assure himself that the manhole is sound.
Manholes that fail the test prior to being backfilled may be repaired under vacuum by coating the area of the leak with a liquid quick setting grout allowing the grout to be drawn into the opening until the leak is stopped.

Manholes will not be accepted on the bases of this test.

f. Fiberglass Manholes

Fiberglass manholes may be tested in the same manner as concrete manholes except that all repairs to the fiberglass body of the manhole shall be made using materials furnished by the manufacturer. Repairs shall be made in accord with the manufacturer instructions.

g. No separate payment will be made for vacuum testing of manholes, but the cost shall be considered incidental to furnishing and construction of manholes as bid in the bid proposal.

2. HYDROSTATIC TESTING

a. General

This item shall govern the hydrostatic testing of manholes and may be used as an alternative to vacuum testing by the contractor.

All connections to manholes including drop connections shall be in place prior to testing manholes.

b. Testing

All connections to the manhole, except plugged stubs installed for future line extensions, shall be plugged upstream from the drop.

Plugs in pipe connections must be placed outside the manhole wall (approximately 8” to 10” into the pipe).

The manhole shall then be filled to the top of the cast iron ring (or top of the cone section for manholes in streets scheduled for immediate paving) and allowed to stand for a minimum of one hour to allow for absorption by the components of the manhole. The inspector may extend the absorption period if it appears that the manhole has not reached a stable state.

The manhole shall then be refilled to the top of the ring (or cone) and allowed to stand for up to 24 hours.

The manhole shall be checked at the end of 4 hours and will be deemed to have passed if no perceptible loss has occurred – if loss has occurred the manhole will be checked after the 24 hour period and will be considered to have passed if loss does not exceed the following schedule

Depth Ft.	Loss Inches
0 - 10’	.2
10 – 20’	.4
20 - 30’	.6

c. No separate payment will be made for Hydrostatic Testing of manholes but the cost shall be considered as incidental to furnishing and constructing manholes as bid in the bid proposal.

H. TELEVISING NEW SEWER LINES

It is the city’s intention to televise all new sanitary sewer lines for record purposes.

Immediately after the contractor completes all testing of sanitary sewer lines and manholes he shall leave all manholes accessible for televising and make allowances for the city’s camera crews working on the project site.

The contractor at his own expense before final acceptance must correct any defects discovered during the televising of sanitary sewers.

3.15 RESTORATION

A. Whenever any surface improvements such as pavement, curbing, pedestrian walks, fencing, or turf have been removed, damaged or otherwise disturbed by the Contractor’s operations, they shall be repaired or replaced to the Engineers satisfaction, to restore the improvement in kind and structure to the pre-existing condition. Each item of restoration work shall be done as soon as practicable after completion of installation and backfilling operations on each section of pipeline.

B. In absence of specific payment provisions, as separate Contract Items, the restoration work shall be compensated for as part of the work required under those Contract Items, which necessitated the destruction and replacement or repair, and there will be no separate payment therefor. If separate pay items are provided for restoration work, only that portion of the repair or reconstruction, which was necessitated by the contract, will be measured for payment. Any improvements removed or damaged unnecessarily shall be replaced or repaired at the Contractor’s expense.

C. Turf restoration shall be accomplished by sod replacement except where seeding is specifically allowed or required.

Caliche or gravel surfaced streets and driveway shall be restored to their original condition by salvaging and replacing the pre-existing caliche or gravel. If the Contractor does not salvage sufficient material during excavation operation, he will be required to furnish material to restore the surface to the depth of the original section. This caliche or gravel restoration shall be considered a part of excavation and backfill and no extra compensation will be made.

E. Bituminous and concrete surfaced streets and driveways will be restored to equal or better condition than existed prior to sewer construction. Measurement will be made of the actual quantities required to be replaced by the sewer construction and paid for at the price bid in the appropriate bid items in the proposal.

No measurement or payment will be made for work done outside the lines considered necessary for sewer construction. The Contractor will be required to replace damage outside these lines at his own expense.

F. Reconstruction of caliche base courses and concrete or bituminous surface courses shall be in substantial compliance with all applicable City of Midland Specifications pertaining to the item being restored.

3.16 CLEANUP

After completing each section of the sewer line, the Contractor shall remove all debris, construction materials, and equipment from the site of the work, grade and smooth over the surface on both sides of the line and leave the entire right-of-way in a clean, neat, and serviceable condition. No separate compensation shall be made for clean up.

3.17 PAYMENT

A. General

Payment in accordance with the following items, at the unit price bid for the work, shall constitute full and complete payment for the entire project including all incidental terms necessary for the complete and successful prosecution of the work in accordance with the intent of the plans and specifications.

Materials and work required to complete the project for which there is no bid item in the bid proposal shall be considered as incidental and the cost shall be included in the prices bid for the various items in the bid proposal.

Where payment is to be made on a unit price basis, it shall be made on the actual measured quantities as constructed in the work.

B. Sewer Pipe in Place

Unit prices bid shall cover furnishing and installation of pipe and jointing materials, including tests and all other necessary work and material to install the pipe complete in place at the depth specified. The unit of work shall be the lineal foot of the various types and sizes as shown in the proposal form. The pipe installation shall be measured

along the centerline of the sewer from center to center of manholes with no deduction in footage for manholes, wye branches, riser bases or other structure.

C. Foundation Corrections Materials

Payment for foundation correction materials shall be made at the unit price bid per cubic yard for material furnished and placed to pro vide adequate pipe base in unstable soil. The unit price shall include extra excavation below pipe grade, the material, placing and tamping.

Additional material required to backfill excess depth of excavation caused by neglect or error on the part of the Contractor or wet conditions, shall be furnished and placed at his own expense.

Removal of Street Surfacing

The Contractor shall receive no extra compensation for the removal of street surfacing including cutting of a straight edge.

E. Trench Safety Systems, Sheeting and Shoring

Measurement: Trench Safety Systems shall be measured by the linear foot of “Trench Safety Systems”: Payment for work prescribed under this item shall be full compensation for the Trench Safety Systems including any Engineering and/or consulting fees and any additional excavation and backfill required, for furnishing, placing, maintaining and removing all shoring, sheeting, or bracing; for de-watering or diversion of water; for all jacking and jack removal; and for all other labor, materials, tools, equipment and incidentals necessary to complete the work.

F. Manholes

Payment will be made for the various types of manholes at the unit prices bid for the various types of manholes 0 to 6’ deep which price shall include excavation, furnishing and installing all materials pumping where necessary, and backfilling and all incidentals for the complete manhole in place. Measurement for manholes over 6 feet in depth shall be made of the depth of manhole in excess of six (6) feet. Manholes will be measured from the invert to the top of the casting as set.

Payment will be made for the manhole depth in excess of 6 feet at the vertical foot price bid in the bid proposal for extra depth of manhole over 6 feet for each type of manhole furnished.

G. Drop Connections to Manholes

Payment shall be made for drop connections to manhole for each drop connection made as counted in the field at the price bid in the proposal.

Said payment shall be complete compensation for furnishing all materials and fittings and making all connections to the manhole including 2’ of vertical depth as measured from the invert of the incoming line to the invert of the manhole.

H. Drop Section for Manholes

Drop sections shall be paid for on a vertical footage basis as measured from the invert of the incoming line to the invert of the manhole less 2 feet and shall be paid for at the price bid per vertical foot for the various size drop connections in the bid proposal.

The price bid per vertical foot includes all fittings, granular material, if used and concrete and shall be full compensation for the complete in service drop connection.

I. Service Lines

Service lines will be measured from centerline of the sewer main to the plug end and paid for at the unit price bid per linear foot of each type of pipe as specified and as shown on the typical details.

J. Barricading and Traffic Control

The lump sum price bid in the bid proposal shall be full compensation for furnishing flag persons when required and all barricades, signs and other barricading and traffic control devices and for furnishing barricading plans and erecting and maintaining all such devices and signs as required for the duration of the period.

Updated
08/07

CITY OF MIDLAND, TEXAS

Plans for the Construction of

THE STATE HIGHWAY 158 & SINCLARE AVENUE INTERSECTION IMPROVEMENT PROJECT

FINAL PLANS	
CONTRACTOR:	
DATE CONTRACTOR BEGAN WORK:	

AS BUILT	
DATE WORK WAS COMPLETED:	
DATE WORK WAS ACCEPTED:	
FINAL CONTRACT COST:	

MAYOR

LORI BLONG

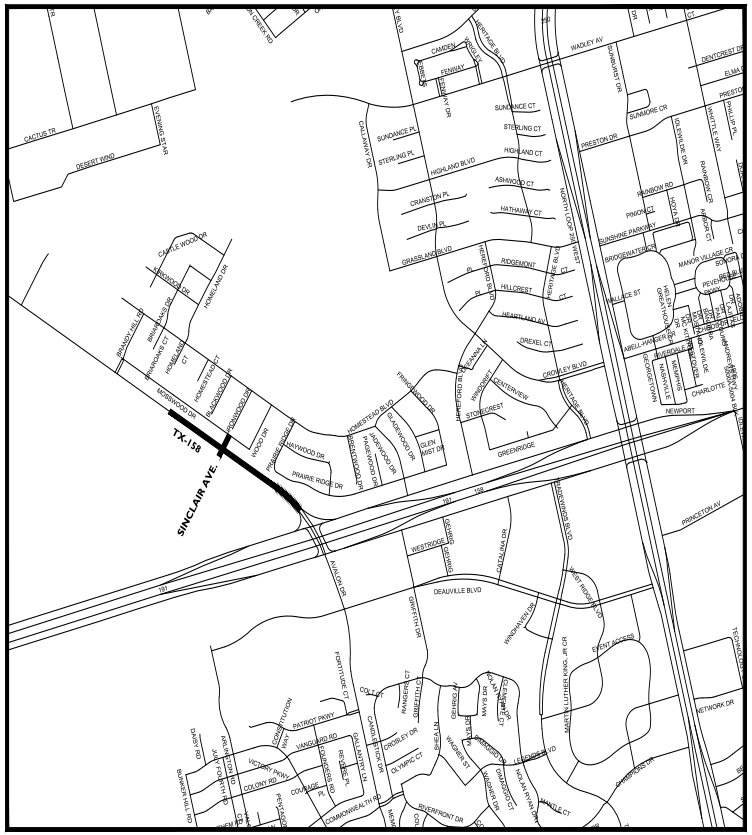
COUNCIL MEMEBERS

SCOTT DUFFORD	**DISTRICT 1**
JOHN NORMAN	**DISTRICT 2**
JACK LADD	**DISTRICT 3**
AMY STRETCHER BURKES	**DISTRICT 4**
ROBIN POOLE	**AT LARGE**
DAN CORRALES	**AT LARGE**

CITY MANAGER
TOMMY GONZALEZ

ENGINEERING SERVICE DIRECTOR
GABE McCLELLAND
OFFICE: (432) 685-7983

CITY OF MIDLAND, 300 N. LORAINE ST., MIDLAND, TX 79702



PROJECT VICINITY MAP
N.T.S.

INDEX OF SHEET	
SHEET NUMBER	SHEET TITLE
C100	COVER SHEET
C101	PROJECT LAYOUT
C110	QUANTITY SUMMARY
C120	GENERAL NOTES
C121	GENERAL NOTES
C130	EXISTING SITE TOPOGRAPHY
C140	EROSION CONTROL PLAN
C141	EROSION CONTROL DETAILS
C150	DEMOLITION PLAN
C200 - C204	TX-158 PLAN & PROFILE
C205	TX-158 MEDIAN PLAN
C210	SINCLAIR AVE. PLAN & PROFILE
C220 - C221	SD-1 PLAN & PROFILE
C230 - C231	TX-158 MEDIAN JOINTING PLAN
C300 - C302	PAVING SECTIONS
C310 - C315	PAVING DETAILS
C320	TRAFFIC CONTROL DETAILS
C400	STRIPING PLAN

100% SUBMITTAL

PACKET

MIDLAND Engineering Services

OCTOBER 2023

ANDREW L. MELLEN, P.E.
PROJECT ENGINEER

KERRY KOEHLER
CITY ENGINEER, CITY OF MIDLAND

JOSE E. ORTIZ
ASSISTANT CITY MANAGER

CITY OF MIDLAND APPROVED AS NOTED 10.25.2023 ENGINEERING

STATE OF TEXAS ANDREW L. MELLEN 106572 LICENSED PROFESSIONAL ENGINEER 10/19/2023

April 9, 2024

MAVERICK
ENGINEERING / SURVEY / WATER RESOURCES
1909 W. Wall St., Ste. 1K, Midland, TX 79701
ENGINEER FIRM #: F-15089
SURVEY FIRM #: 10194514
Tel: (432) 262-0999 Fax: (432) 262-0989
www.Maverick-Eng.com

BY	APPR.	DATE

REVISIONS

DRAWN BY: -
CHECKED BY: ALM
APPROVED BY: ALM
DATE: 07/17/2023
JOB: 220213

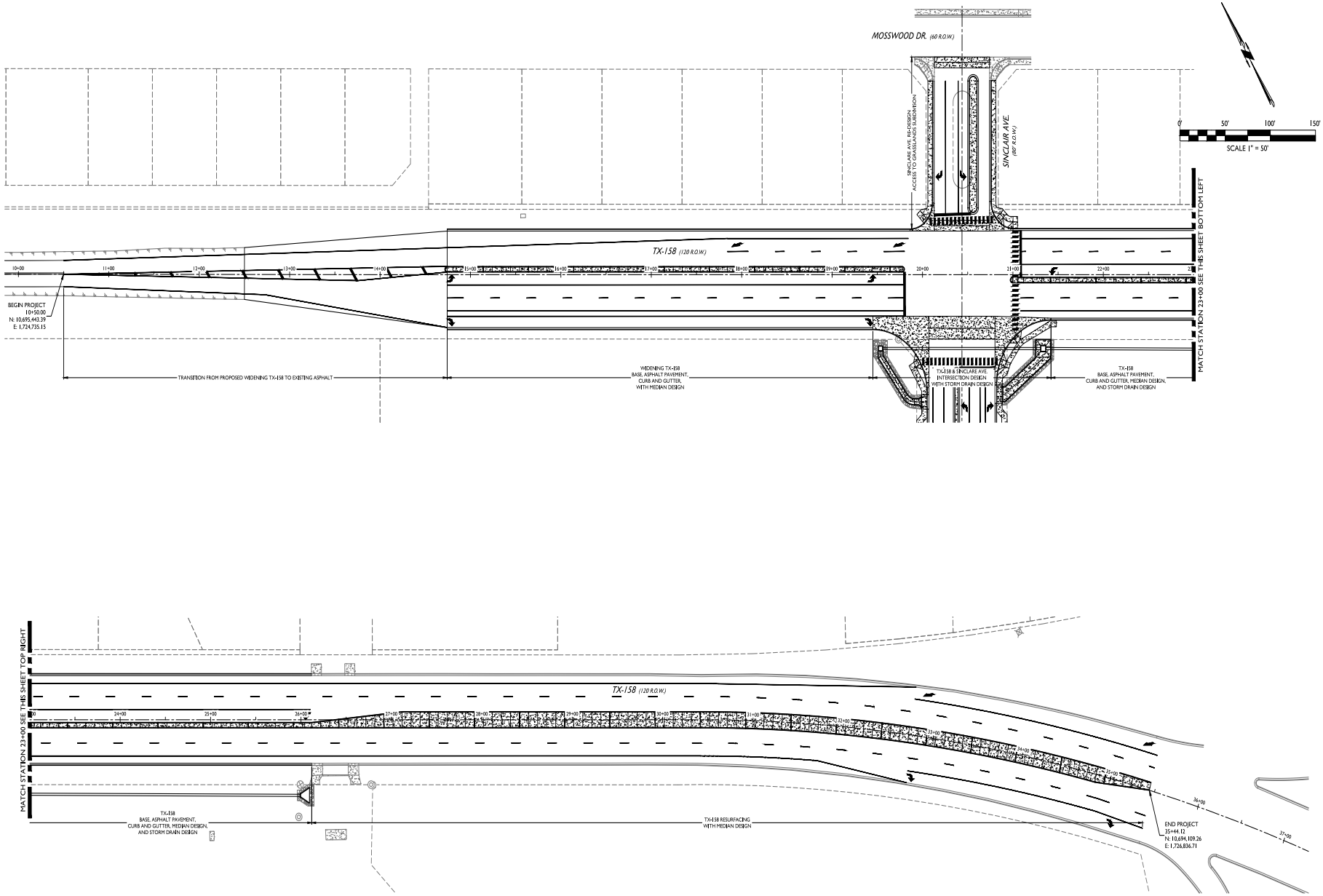
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COVER SHEET

THE STATE HIGHWAY 158 & SINCLARE AVENUE INTERSECTION IMPROVEMENT PROJECT
CITY OF MIDLAND, MIDLAND COUNTY, TEXAS.

SHEET C100 OF 31

P:\2022\220213-CITY OF MIDLAND-HWY 158 & I-20 MEDIAN ADDITION\DRAWINGS\CIVIL CONSTRUCTION PLANS\PAVING & DRAINAGE CONSTRUCTION PLANS\220213 C100 COVER SHEET.DWG
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REVISIONS

DRAWN BY: -
CHECKED BY: ALM
APPROVED BY: ALM
DATE: 07/17/2023
JOB: 220213

Know what's below. Call before you dig.

TX-158 & SINCLAIR AVE. PROJECT LAYOUT

THE STATE HIGHWAY 158 & SINCLARE AVENUE INTERSECTION IMPROVEMENT PROJECT
CITY OF MIDLAND, MIDLAND COUNTY, TEXAS.

CITY OF MIDLAND APPROVED ENGINEERING 10.25.2023

STATE OF TEXAS
ANDREW L. MELLEN
106572
LICENSED PROFESSIONAL ENGINEER
10/19/2023

SHEET C101 OF 31

PACKET 10.279 April 9, 2024

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F:\2022\220213-CITY OF MIDLAND-HWY 158 & 191 MEDIAN ADDITION\DRAWINGS\CIVIL CONSTRUCTION PLANS\PAVING & DRAINAGE CONSTRUCTION PLANS\220213 C101 PROJECT LAYOUT.DWG

SUMMARY OF DEMOLITION ITEMS

	REMOVAL & DISPOSAL OF EXISTING UNCLASSIFIED CONCRETE	2" MILLING UNCLASSIFIED ASPHALT (CALICHE BASE REMAINS)	REMOVAL & DISPOSAL OF EXISTING ASPHALT	REMOVAL & DISPOSAL OF EXISTING CONCRETE CURB & GUTTER	DEMOLISH MEDIAN LANDSCAPE AREA (DECORATIVE CONCRETE AND ROCK)	DEMOLISH AND REMOVE EXISTING SIGN
UNIT	SY	SY	SY	LF	SY	EA
DEPTH	VARIES	2"	–	–	–	–
RATE	–	–	–	–	–	–
SHEET C150	370	8,855	11,455	1,607	23	1
TOTALS:	370	8,855	11,455	1,607	23	1

SUMMARY OF DRAINAGE ITEMS

	CONCRETE FLUME	RIPRAP D_{50} = 8"	CONCRETE HEADWALL CH-FW-0	TxDOT PRECAST AREA ZONE DRAIN PAZD-CZ STYLE "FG" TxDOT PRECAST	TxDOT PRECAST AREA ZONE DRAIN PAZD-CZ STYLE "FG" 5'x5'	24" RCP STORM DRAIN	24" HDPE ADSTM/N-12WT STORM DRAIN
UNIT	SY	SY	EA	EA	EA	LF	LF
DEPTH	6-8" TYP.	1'	3'	–	–	VARIES	VARIES
RATE	–	–	–	–	–	–	–
SHEET C220	148	116	–	1	1	180	220
SHEET C221	–	22	1	–	–	–	246
TOTALS:	148	138	1	1	1	180	467

SUMMARY OF PAVING ITEMS

	SUBGRADE PREPARATION	1.5" TYPE D HMAC ASPHALT PAVEMENT SURFACE COURSE (A-R BINDER TYPE 1, SAC A)	2" TYPE D HMAC ASPHALT PAVEMENT SURFACE COURSE (PG70-22) MILL & INLAY ONLY	8" SP-B (PG 70-22, SAC B)	5" SUB BASE (TYPE A, GRADE 4, 5) (STREETS & ALLEYS)	BITUMINOUS PRIME COAT (MC-30)	BITUMINOUS TACK COAT (MC-30)	TYPE A CONCRETE CURB & GUTTER	RIBBON CURB FOR MEDIAN
UNIT	SY	TON	TON	SY	SY	GAL	GAL	LF	LF
DEPTH	6-8" TYP.	1.5"	2"	8"	5"	–	–	6"	6"
RATE	–	165 LBS/SY	220 LBS/SY	–	–	0.20 GAL/SY	0.10 GAL/SY	–	1
SHEET C200	1,031	85	–	1,031	1,031	206	103	–	–
SHEET C201	4,028	307	–	3,723	3,723	745	372	652	1,751
SHEET C202	3,972	291	–	3,532	3,532	706	353	489	573
SHEET C203	2,105	174	–	2,105	2,105	421	211	500	500
SHEET C204	1,676	112	35	1,362	1,362	335	168	324	400
SHEET C205	7,042	–	775	–	–	1,408	704	–	1,789
SHEET C210	2,167	104	–	1,264	1,264	253	126	906	–
TOTALS:	22,022	1,074	810	13,018	13,018	4,075	2,038	2,871	5,013

SUMMARY OF PAVING ITEMS

	6" CONCRETE VALLEY GUTTER	6" CONCRETE FILLET	CONCRETE SCUPPER	TYPE 8 CONCRETE DIAGONAL CURB RAMP	4" CONCRETE SIDEWALK	4" CONCRETE MEDIAN
UNIT	SY	SY	SY	SY	SY	SY
DEPTH	6"	6"		4"	4"	4"
RATE	–	–		–	–	1
SHEET C200	–	–	–	–	–	–
SHEET C201	–	–	–	–	305	195
SHEET C202	–	–	–	–	440	168
SHEET C203	–	–	–	–	–	148
SHEET C204	–	–	–	–	–	127
SHEET C205	–	–	–	–	–	1,479
SHEET C210	307	358	23	93	238	121
TOTALS:	307	358	24	93	983	2,239

SUMMARY OF STRIPING ITEMS

	REFLECTIVE PAVEMENT MARKING TYPE I, WHITE, 6 INCH, SOLID.	REFLECTIVE PAVEMENT MARKING TYPE I, WHITE, 6 INCH, BROKEN (10'/30').	REFLECTIVE PAVEMENT MARKING TYPE I, YELLOW, 6 INCH, SOLID/SOLID.	24" REFLECTIVE PAVEMENT MARKING TYPE I, YELLOW, 40' O.C.	24" REFLECTIVE PAVEMENT MARKING TYPE I, WHITE.	CROSSWALK STRIPING PER DETAIL No. 1	REFLECTIVE PAVEMENT MARKING TYPE I, WHITE, ARROW.
UNIT	LF	LF	LF	LF	LF	LF	EA
DEPTH	–	–	–	–	–	–	–
RATE	–	–	–	–	–	–	–
SHEET C400	7,576	3,575	849	79	164	243	16
TOTALS:	7,576	3,575	849	79	164	244	16

PACKET 10.280 April 9, 2024

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CITY OF MIDLAND APPROVED 10.25.2023 ENGINEERING

QUANTITY SUMMARY

THE STATE HIGHWAY 158 & SINCLARE AVENUE INTERSECTION IMPROVEMENT PROJECT
CITY OF MIDLAND, MIDLAND COUNTY, TEXAS.

STATE OF TEXAS ANDREW L. MELLEN 106572 LICENSED PROFESSIONAL ENGINEER 10/19/2023

SHEET C110 OF 31

F:\2022\220213-CITY OF MIDLAND-HWY 158 & 191 MEDIAN ADDITION\DRAWINGS\CIVIL CONSTRUCTION PLANS\PAVING & DRAINAGE CONSTRUCTION PLANS\2023.11 C110 QUANTITY SUMMARY.DWG
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GENERAL NOTES

BENCHMARK:

ALL BEARINGS, DIMENSIONS, AND COORDINATES SHOWN IN THIS CONSTRUCTION DRAWING SET ARE RELATED TO THE TEXAS STATE PLANE COORDINATE SYSTEM, TEXAS CENTRAL ZONE, NORTH AMERICAN DATUM 1983. ALL ELEVATIONS ARE RELATED TO THE NATIONAL GEODETIC VERTICAL DATUM 1988.

GENERAL:

1. THIS DESIGN IS FOR PUBLIC PAVING IMPROVEMENTS AT TX-158, LENGTH PRE PLANS, AND THE INTERSECTION OF SINCLAIR AVE. AND TX-158. ALL CONSTRUCTION SHALL COMPLY WITH CITY OF MIDLAND STANDARDS AND SPECIFICATIONS WHEREVER APPLICABLE, ALL OTHER STANDARDS AND REQUIREMENTS SHALL COMPLY WITH ALL APPLICABLE FEDERAL AND STATE REGULATIONS, REQUIREMENTS, AND STANDARDS, WHEREVER CITY OF MIDLAND STANDARDS AND FEDERAL OR STATE REQUIREMENTS DIFFER THE MORE RESTRICTIVE STANDARD, REQUIREMENT, OR REGULATION WILL GOVERN.
2. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO PROVIDE A PROJECT SCHEDULE TO CITY STAFF PRIOR TO CONSTRUCTION. THE SCHEDULE WILL OUTLINE THE ANTICIPATED START AND END DATES FOR EACH PHASE OF THE PROJECT.
3. EXISTING UTILITIES (OR OTHER OBJECTS) INDICATED IN THE PLANS HAVE BEEN LOCATED USING CITY OF MIDLAND RECORDS. CONTRACTOR IS RESPONSIBLE FOR VERIFYING THIS INFORMATION PRIOR TO CONSTRUCTION AND NOTIFYING THE CITY ENGINEER OF ANY CONFLICTS BETWEEN EXISTING CONDITIONS AND PROJECT DESIGN.
4. ALL PARTS OF THE PROJECT, INCLUDING THE SECTIONS CALLING ONLY FOR ASPHALT AND BASE REMOVAL (WITHOUT GRADING DESIGN), INTENDS FOR SURFACE AND DRAINAGE IMPROVEMENTS AT ALL ADJACENT STREET AND INTERSECTIONS. THE CONTRACTOR WILL ENSURE POSITIVE SURFACE DRAINAGE IN THE ASPHALT AND BASE REMOVAL SECTIONS WITH SPECIAL ATTENTION TO SURFACE DRAINAGE WITHIN ALL INTERSECTIONS AND MATCH THE ELEVATIONS SHOWN ON THE PLANS.
5. THE CONTRACTOR IS REMINDED THAT THIS PROJECT IS LOCATED IN AN URBAN ENVIRONMENT, TREES AND OVERHEAD UTILITY LINES ARE COMMON. THE CONTRACTOR SHALL PROVIDE THE PROPER EQUIPMENT TO COMPLETE THE WORK IN THE URBAN ENVIRONMENT. ALL TREE CARE SHALL BE IN COMPLIANCE WITH ANSI A300
6. ANY ISSUES, CONFLICTS, OR DISCREPANCIES ENCOUNTERED IN THE FIELD THAT CONFLICT WITH THE DESIGN DRAWINGS ARE TO BE BROUGHT TO THE ATTENTION OF THE PROJECT ENGINEER PRIOR TO MAKING ANY DESIGN CHANGES IN THE FIELD.
7. OSHA REQUIREMENTS AND ALL OTHER APPLICABLE FEDERAL, STATE, OR CITY OF MIDLAND SAFETY REQUIREMENTS ARE TO BE FOLLOWED AND COMPLIED WITH AT ALL TIMES.
8. THE EXISTING ALIGNMENT IS THE CONTROL FOR CONTRACTOR STAKING. ESTABLISH REFERENCE POINTS FOR THE CONTROL PRIOR TO REMOVING THE EXISTING SURFACE AND PAVEMENT MARKINGS.
9. EXISTING ELEVATIONS AND TOPOGRAPHIC FEATURES SHOWN IN THIS CONSTRUCTION DRAWING SET HAVE BEEN LOCATED USING CITY OF MIDLAND RECORDS, SITE INSPECTIONS, SURVEYS, ONE CALL MARKINGS, AND PRIVATE INFRASTRUCTURE OWNER RECORDS. THE CONTRACTOR IS RESPONSIBLE FOR VERIFYING THIS INFORMATION PRIOR TO CONSTRUCTION AND NOTIFYING THE ENGINEER OF ANY CONFLICTS BETWEEN THE EXISTING CONDITIONS AND PROJECT DESIGN.
10. THE CONTRACTOR SHALL TAKE ALL NECESSARY PRECAUTIONS TO PROTECT ALL EXISTING FACILITIES THAT ARE ENCOUNTERED REGARDLESS OF WHETHER OR NOT THEY APPEAR IN THIS CONSTRUCTION DRAWING SET.
11. TRAFFIC CONTROL FOR THIS PROJECT WILL BE THE CONTRACTOR'S RESPONSIBILITY. THE CONTRACTOR MUST SUBMIT A TRAFFIC CONTROL PLAN, IN ACCORDANCE WITH TMUTCD, TO THE CITY OF MIDLAND FOR REVIEW AND APPROVAL NO LESS THAN TWO (2) BUSINESS DAYS BEFORE THE CONTRACTOR BEGINS ANY CONSTRUCTION ACTIVITY.
12. THE CONTRACTOR SHALL NOTIFY ALL AFFECTED PROPERTIES AT LEAST FORTY-EIGHT (48) HOURS IN ADVANCE OF ANY KNOWN OR PLANNED INTERRUPTION OF SERVICE OR ACCESS DUE TO ANY CONSTRUCTION ACTIVITY PERFORMED BY THE CONTRACTOR.
13. MATERIAL STORAGE IS TO BE PLACED IN THE WORK ZONE DETERMINED BY THE CONTRACTOR IN THE FIELD.
14. THE CONTRACTOR SHALL COMPLY WITH ALL STAKING AND TESTING REQUIREMENTS AS DESCRIBED IN THE PROJECT BID PACKET.

DEMOLITION NOTES:

1. THE CONTRACTOR SHALL NOTIFY THE PROJECT ENGINEER OF ANY ADDITIONAL DEMOLITION THAT MAY BE NEEDED AND RECEIVE WRITTEN CONFIRMATION THAT SUCH DEMOLITION IS APPROVED PRIOR TO ANY ADDITIONAL DEMOLITION TAKING PLACE.
2. ALL SAW-CUTS ARE TO HAVE CLEAN, STRAIGHT EDGES AND ARE CONSIDERED INCIDENTAL TO ALL PROJECT WORK.

EROSION CONTROL:

1. INSTALL, USE, AND MAINTAIN A CONCRETE WASHOUT AT AN APPROVED LOCATION AND AS SHOWN HEREIN ON THESE PLANS AND SPECIFICATIONS.
2. COMPLY WITH THE TEXAS COMMISSION OF ENVIRONMENTAL QUALITY (TCEQ) STORM WATER MANAGEMENT PROGRAM (SWMP).
3. IMPLEMENT SOIL STABILIZATION PRACTICES, STRUCTURAL EROSION AND SEDIMENT CONTROLS, POLLUTION PREVENTION, AND SITE SPILL RESPONSE BEST MANAGEMENT PRACTICES, AND SITE INSPECTIONS IN ACCORDANCE WITH STORM WATER POLLUTION PREVENTION PLAN (SWP3 OR SWPPP) REQUIREMENTS AND SHEETS.
4. PROVIDE, PLACE, AND MAINTAIN EROSION CONTROL PROTECTION AT GUTTER LOCATIONS AT LIMITS OF WORK ZONE, INCLUDING INTERSECTIONS ADJACENT TO WORK ZONE. PROVIDE, PLACE, AND MAINTAIN EROSION CONTROL PROTECTION AT STORM DRAIN INLETS THAT ARE LOCATED WITHIN WORK ZONE.
5. DAMAGES TO ADJACENT PROPERTY OR TO RECEDING WATERS CAUSED BY IMPROPERLY INSTALLED OR POORLY MAINTAINED EROSION CONTROL MEASURES ARE THE RESPONSIBILITY OF THE CONTRACTOR.
6. CONTRACTOR IS RESPONSIBLE FOR REMOVAL AND DISPOSAL OR ANY OFF-SITE SILTATION CAUSED BY THEIR OPERATIONS AND/OR FAILURE OF EROSION CONTROL MEASURES, AT NO ADDITIONAL COST TO CITY.
7. INSPECT THE PROJECT AT A MINIMUM OF EVERY 14 DAYS AND AFTER EVERY RAINFALL OF 1/2 INCHES OR GREATER TO DETERMINE THE INTEGRITY AND EFFECTIVENESS OF THE EROSION CONTROL MEASURES. PREPARE A WRITTEN INSPECTION REPORT TO BE FILED WITH THE PROJECT RECORD DOCUMENTS.
8. ALL STOCKPILED SOILS SHALL BE SURROUNDED BY SILT FENCE, OR EQUIVALENT MEASURE AS APPROVED BY ENGINEER, TO PROPERTY CONTROL SEDIMENT RUNOFF.
9. TAKE NECESSARY MEASURES TO MINIMIZE OFF-SITE TRACKING OR TRANSPORT OF SEDIMENT AND DEBRIS. ANY CONSTRUCTION DEBRIS (MUD, GRAVEL, ETC.) THAT FALLS OUT ONTO AN ADJACENT AREA MUST BE PROMPTLY REMOVED AT NO ADDITIONAL COST TO THE CITY.
10. TO DE-WATER EXCAVATIONS, USE A PROTECTED PUMP DISCHARGE TO FILTER THE DISCHARGE WATER. DE-WATERING MUST ADHERE TO THE FOLLOWING RESTRICTIONS:
    - DO NOT PUMP WATER DIRECTLY INTO ANY SLOPES
    - SEDIMENTS IN PUMPED WATER SHALL BE MINIMIZED BEFORE DRAINING TO STREET. USE SEDIMENT BAGS TO REMOVE OR REDUCE SEDIMENT IN PUMPED WATER.
    - IF DISCHARGE REGION SHOWS SIGNS OF EROSION OR INSTABILITY, STOP DE-WATERING IMMEDIATELY.
    - CHECK THE CONDITION OF CHANNELS USED FOR DE-WATERING FOR STABILITY AND STEADINESS.
    - DISCHARGED WATER SHALL NOT BE DIRECTLY CONTAMINATED WITH GREASE, OIL, CHEMICALS ,NOR ANY OTHER TOXIC SUBSTANCE.
    - OBTAIN NECESSARY PERMITS AND CHECK ALL REQUIREMENTS WITH THE CITY OF MIDLAND WHEN IN DOUBT.
11. INSTALL EROSION CONTROL MEASURES PRIOR TO BEGINNING ANY CONSTRUCTION ACTIVITY ON PROJECT SITE.
12. THE CONTRACTOR SHALL MAINTAIN EROSION CONTROL MEASURES AT ALL TIMES. REPAIRS TO EXISTING EROSION CONTROL MEASURES ARE TO BE MADE IMMEDIATELY UPON DISCOVERY THAT SUCH REPAIRS ARE NEEDED. ALL EROSION CONTROL MEASURES AT THE PROJECT SITE ARE TO BE INSPECTED IMMEDIATELY FOLLOWING ANY STORM EVENT.
13. THE CONTRACTOR SHALL MAINTAIN A REASONABLY CLEAN PROJECT SITE AT ALL TIMES. ANY SEDIMENT, DEBRIS, ETC. OUTSIDE OF THE PROJECT SITE ARE TO BE REMOVED PROMPTLY.
14. ANY ON-SITE STORAGE OF SPOILS, MATERIALS OR EQUIPMENT ARE TO BE LOCATED WITHIN THE AREA DESIGNATED AS PART OF THE WORK ZONE AREA.
15. ALL STOCKPILES ARE TO BE SURROUNDED BY SILT FENCE OR EQUIVALENT MEASURES AS APPROVED BY THE ENGINEER TO PROPERLY CONTROL SEDIMENT RUNOFF.
16. CONCRETE TRUCKS CANNOT, UNDER ANY CIRCUMSTANCE, WASH OUT IN EXCAVATIONS. THE CONTRACTOR SHALL PROVIDE A WASHOUT CONTAINER FOR CONCRETE TRUCKS AND REMOVE ALL WASHOUT AND SPOILS FROM THE PROJECT SITE.
17. THE CONTRACTOR HAS THE SOLE RESPONSIBILITY FOR VEGETATING OR STABILIZING ANY AREAS DISTURBED BY CONSTRUCTION ACTIVITY LOCATED OUTSIDE THE DESIGNATED PROJECT SITE OR APPROVED WORK ZONE TO EXISTING OR BETTER CONDITIONS. THIS SHALL BE PAID FOR AT THE CONTRACTOR'S SOLE EXPENSE.
18. IMPLEMENT SUPPLEMENTAL EROSION CONTROL MEASURES AS NEEDED DURING STORM EVENTS. ADDITIONAL EROSION CONTROL MEASURES MAY BE REQUIRED AT THE SOLE DISCRETION OF THE ENGINEER IF AT ANY TIME, THE ENGINEER BELIEVES THE EXISTING EROSION CONTROL MEASURES ARE INSUFFICIENT FOR THE NEEDS OF THE PROJECT SITE.
19. THE CONTRACTOR IS REQUIRED, AT A MINIMUM, TO REMOVE AND DISPOSE OF ACCUMULATED SILT, SEDIMENT, OR OTHER DEBRIS FROM EROSION CONTROLS WHEN SILT, SEDIMENT, OR OTHER DEBRIS HAVE REACHED A HEIGHT EQUAL TO HALF OF THE EROSION CONTROLS PLACED OR WHEN SILT, SEDIMENT, OR OTHER DEBRIS IMPEDE THE EFFECTIVENESS OF EXISTING EROSION CONTROL MEASURES.
20. THE CONTRACTOR SHALL REMOVE ALL TEMPORARY EROSION CONTROL MEASURES FROM THE PROJECT SITE UPON COMPLETION OF CONSTRUCTION ACTIVITY ONCE THE PROJECT SITE IS STABILIZED. THIS IS CONSIDERED SUBSIDIARY TO THIS PROJECT SCOPE.
21. DAMAGES TO ADJACENT PROPERTY OR TO RECEIVING WATERS CAUSED BY IMPROPERLY INSTALLED OR POORLY MAINTAINED EROSION CONTROL MEASURES ARE THE SOLE RESPONSIBILITY OF THE CONTRACTOR.

EXISTING INFRASTRUCTURE:

1. CONTRACTOR IS RESPONSIBLE FOR PROTECTING ALL EXISTING INFRASTRUCTURE, BOTH PUBLIC AND PRIVATE (INCLUDING CAST IRON FEATURES), FROM ANY DAMAGE DUE TO CONSTRUCTION ACTIVITY NOT CALLED FOR IN THE CONSTRUCTION DRAWING SET. THE CONTRACTOR WILL REPLACE OR REPAIR, AS DIRECTED BY THE CITY, ANY STRUCTURES DAMAGED DURING THE LIFE OF THE CONTRACT. NO PAYMENT WILL BE MADE FOR REPAIR OR REPLACEMENT OF DAMAGED ITEMS.
2. EXISTING PAVEMENT DAMAGED DURING CONSTRUCTION ACTIVITIES SHALL BE REPAIRED OR REPLACED WITH SAME PAVEMENT SECTION OR BETTER THAN THE EXISTING PAVEMENT SECTION.
3. ALL EXISTING MANHOLES AND VALVES SHALL BE ADJUSTED TO FINISHED ROADWAY ELEVATION, MATCHING THE FINISH CROSS-SLOPE, INCLUDING CONCRETE RINGS AS PER STANDARD DETAILS.
4. SEPARATE CONCRETE RINGS ARE REQUIRED AROUND ALL WATER VALVE AND MANHOLE COVERS, EVEN WHEN THE COVERS ARE LOCATED IN CONCRETE PAVEMENT.
5. EXISTING CONDITIONS ARE SHOWN BASED ON AVAILABLE CITY MIDLAND GIS DATA, CITY OF MIDLAND LIDAR CONTOUR DATA, SPOT SURVEY DATA, SURVEY DATA, DEVELOPER DESIGN DRAWINGS, AND SITE VISITS. THE CONTRACTOR SHALL FIELD VERIFY ALL EXISTING CONDITIONS AND NOTIFY THE ENGINEER OF ANY DISCREPANCIES.
6. EXISTING GAS LINES WERE LOCATED FROM CITY MIDLAND GIS DATA, CITY OF MIDLAND LIDAR CONTOUR DATA, SPOT SURVEY DATA, SURVEY DATA, DEVELOPER DESIGN DRAWINGS, AND SITE VISITS. THE CONTRACTOR SHALL TAKE ALL NECESSARY STEPS AND PRECAUTIONS TO ENSURE THE SAFETY OF BOTH PUBLIC AND CONTRACTOR WORKERS WHEN ANY TRENCHING OR OTHER WORK IS TAKING PLACE NEAR THESE LINES.
7. EXISTING ELECTRIC LINES WERE LOCATED FROM CITY MIDLAND GIS DATA, CITY OF MIDLAND LIDAR CONTOUR DATA, SPOT SURVEY DATA, SURVEY DATA, DEVELOPER DESIGN DRAWINGS, AND SITE VISITS. THE CONTRACTOR SHALL TAKE ALL NECESSARY STEPS AND PRECAUTIONS TO ENSURE THE SAFETY OF BOTH PUBLIC AND CONTRACTOR WORKERS WHEN ANY TRENCHING OR OTHER WORK IS TAKING PLACE NEAR THESE LINES.
8. EXISTING COMMUNICATION LINES WERE LOCATED FROM CITY MIDLAND GIS DATA, CITY OF MIDLAND LIDAR CONTOUR DATA, SPOT SURVEY DATA, SURVEY DATA, DEVELOPER DESIGN DRAWINGS, AND SITE VISITS. THE CONTRACTOR SHALL TAKE ALL NECESSARY STEPS AND PRECAUTIONS TO ENSURE THE SAFETY OF BOTH PUBLIC AND CONTRACTOR WORKERS WHEN ANY TRENCHING OR OTHER WORK IS TAKING PLACE NEAR THESE LINES.
9. THE CONTRACTOR SHALL TAKE ALL NECESSARY STEPS AND PRECAUTIONS TO ENSURE THE SAFETY OF BOTH THE PUBLIC AND CONTRACTOR'S WORKERS WHEN ANY TRENCHING OR OTHER WORK IS TAKING PLACE NEAR OVERHEAD, ELECTRIC, POWER, OR PHONE LINES.



PACKET

April 9, 2024

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GENERAL NOTES

THE STATE HIGHWAY 158 & SINCLARE AVENUE INTERSECTION IMPROVEMENT PROJECT
CITY OF MIDLAND, MIDLAND COUNTY, TEXAS.

STATE OF TEXAS
ANDREW L. MELLEN
106572
LICENSED
PROFESSIONAL ENGINEER
10/17/2023

SHEET C120 OF 31

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P:\2022\220213-CITY OF MIDLAND-HWY 158 & I-191 MEDIAN ADDITION\DRAWINGS\CIVIL CONSTRUCTION PLANS\PAVING & DRAINAGE CONSTRUCTION PLANS\220213 C120 GENERAL NOTES.DWG

GENERAL NOTES

CONCRETE CURBS & FLATWORK:

1. CONSTRUCT CONCRETE CURB-AND-GUTTERS, FILLETS, AND VALLEY GUTTERS IN ACCORDANCE WITH CITY OF MIDLAND STANDARD REQUIREMENTS, SPECIFICATIONS, AND DETAILS, AND TO THE LINES AND GRADES SHOWN ON THESE PLANS AND SPECIFICATIONS, AND IN ACCORDANCE WITH CITY OF MIDLAND DETAIL DRAWINGS.
2. CURB-AND-GUTTERS CAN BE MANUALLY FORMED OR SLIPFORMED AND ARE TO BE PLACED SEPARATELY FROM PAVEMENTS EXCEPT FOR FILLETS OR IF OTHERWISE INDICATED IN THE CONSTRUCTION DRAWINGS. FOR FACE OF GUTTER, USE A TEMPLATE CONFORMING TO LINES AND DIMENSIONS SHOWN FOR APPROPRIATE CURB TYPE ON CITY OF MIDLAND STANDARD DETAIL DRAWINGS.
3. WHEN PLACING CONCRETE FOR CURB-AND-GUTTER, ENSURE THAT GUTTER LINE CONFORMS TO LINES AND GRADES SPECIFIED HEREIN ON THE PLANS AND SPECIFICATIONS. SET AND MAINTAIN A GUIDELINE TO MONITOR GUTTER LINE.
4. WHEN PLACING CONCRETE FOR SIDEWALKS, PEDESTRIAN RAMPS, AND OTHER FLATWORK, ENSURE THAT FORMWORK IS STABLE AND IS NOT PUSHED, BUMPED, OR SHOVED DURING PLACEMENT ACTIVITIES. AFTER PLACEMENT AND FINISHING, BUT BEFORE CONCRETE SETS, ENSURE THAT LINES AND GRADES, ESPECIALLY CROSS-SLOPES, COMPLY WITH THOSE SHOWN AND SPECIFIED HEREIN ON THE PLANS AND SPECIFICATIONS.
5. WHEN PLACED SEPARATELY FROM PAVEMENTS, TOOL JOINTS IN CURB-AND-GUTTERS, TAKING CARE NOT TO PULL PLASTIC CONCRETE OUT OF LINE WHEN RELEASING TOOL. IF PAVEMENT IS CONCRETE, MATCH JOINT LOCATIONS WITH PAVEMENT JOINTS. OTHERWISE, SPACED TOOLED CONTROLED JOINTS NO MORE THAN 10-LF AND NO LESS THAN 2-LF IN CURB-AND-GUTTERS; SUBSTITUTE AN EXPANSION JOINT FOR EVERY 6TH CONTROL JOINT. PROVIDE EXPANSION JOINTS BETWEEN NEW CURB-AND-GUTTERS AND EXISTING CURB-AND-GUTTERS.
6. CONSTRUCT PEDESTRIAN RAMPS IN COMPLIANCE WITH ADA RULES AND REGULATIONS AND CITY OF MIDLAND SPECIFICATIONS AND DETAILS.

PAVING AND CONCRETE:

1. SAWCUT AND REMOVE EXISTING ASPHALTIC PAVEMENT AT PROJECT OR DAILY LIMITS BY AN APPROVED METHOD. BEFORE PAVING, THE EXISTING SURFACE WILL BE SAW CUT AT LEAST 6 INCHES BEYOND ALL SIDES OF THE LIMITS OF BROKEN OR UNDERMINED PAVEMENT. SQUARE OFF EDGES OF THE SURFACE PAVEMENT TO A 90 DEGREE ANGLE TO THE ROADWAY CENTERLINE. OFFSET THE JOINT IN THE SURFACE COURSE FROM THE LANE LINES BY 6 INCHES. WHEN CONSTRUCTING A JOINT BETWEEN LANES OF OPPOSING TRAFFIC, OFFSET THE JOINT BY 6 INCHES INTO EITHER LANE.
2. ENSURE PAVEMENT IS CONSTRUCTED FLUSH WITH LIP OF CURB.
3. CONTRACTOR WILL SEAL ALL CONCRETE PAVEMENT JOINTS. THIS DOES NOT INCLUDE PEDESTRIAN ACCESS RAMPS, SIDEWALKS, OR JOINTS BETWEEN CURBS.
4. USE AND PLACE APPROVED EXPANSION JOINT MATERIAL BETWEEN THE EXISTING CURB AND THE PROPOSED CURB, AND WHERE SHOWN ON PLANS.
5. CONSTRUCT CONCRETE PAVEMENT IN ACCORDANCE WITH CITY OF MIDLAND STANDARD REQUIREMENTS, SPECIFICATIONS, AND DETAILS, AND TO THE LINES AND GRADES SHOWN ON THESE PLANS AND SPECIFICATIONS.
6. MAINTAIN SUBGRADE OF BASE IN A SMOOTH, CLEAN, COMPACTED CONDITION, IN CONFORMANCE WITH THE APPLICABLE CITY OF MIDLAND SPECIFICATIONS, AND ESTABLISHED LINE AND GRADE, UNTIL CONCRETE IS PLACED. KEEP SUBGRADE OR BASE DAMP WITH WATER UNTIL CONCRETE IS PLACED.
7. PLACE CONCRETE WITHIN 45 MINUTES OF BATCHING. USE VIBRATORY EQUIPMENT TO CONSOLIDATE CONCRETE; DO NOT USE VIBRATORY EQUIPMENT TO DISTRIBUTE CONCRETE. SEGREGATED CONCRETE IS SUBJECT TO REJECTION.
8. SAWCUT ALL CONTROL JOINTS. JOINT SPACING TO BE A MINIMUM 10'x10' AND MAXIMUM OF 15'x15' TYPICALLY. JOINT LAYOUT AROUND CURB RETURNS AND OTHER IRREGULAR FEATURES SUCH THAT JOINTS ARE PERPENDICULAR TO CURBS OR CONCRETE EDGES.
9. EXISTING BENCHMARK LOCATION SPECIFIED ON PLANS. SEE SHEETS C130.
10. EXISTING CONTROL POINTS SPECIFIED ON PLANS. SEE SHEETS C130.
11. ALL DIMENSIONS MEASURED TO THE CURB ARE MEASURED TO THE BACK-OF-CURB
12. CONCRETE COLLARS ARE TO BE PLACED AROUND ALL PUBLIC INFRASTRUCTURE UTILITY COVERS EXCEPT METER COVERS EVEN WHEN SUCH COVERS ARE LOCATED IN UNPAVED OR CONCRETE PAVED AREAS.
13. ALL CONCRETE FIBER REINFORCEMENT IS TO BE INSTALLED AT A RATE OF 3.0-POUNDS OF FIBER REINFORCEMENT PER EACH 1.0 CUBIC YARD OF CONCRETE PLACED (3.0 LBS/ 1.0 CY) UNLESS OTHERWISE NOTED IN THIS CONSTRUCTION DRAWING SET. FIBER REINFORCING IS TO BE POLYPROPYLENE FIBER REINFORCING, AND FIBERS ARE TO BE 3/4" LONG MACRO GENESIS FIBRILLATED SYNTHETIC FIBERS OR AN APPROVED EQUAL MIXED IN ACCORDANCE WITH ASTM C94
14. CONTRACTOR IS TO MATCH DESIGN GRADES AND ELEVATIONS SHOWN ON THIS CONSTRUCTION DRAWING SET.
15. CONTRACTOR IS TO MATCH EXISTING GRADES AT ALL LOCATIONS INDICATED, INCLUDING FOR AL GRADE DAYLIGHTING.
16. ALL EXISTING BASE COURSE MATERIAL OR MATERIAL REMIANING AFTER EXCAVATION ARE TO BE PROOF ROLLED WITH A MINIMUM OF TWENTY-FIVE (25) TON PNEUMATIC ROLLER PRIOR TO ANY PAVING ACTIVITY TAKING PLACE. EXCAVATE ANY SOFT MATERIAL AND SCARIFY EXCAVATED AREA PLUS SUFFICIENT DISTANCE BEYOND TO ENSURE PROPER MIXING AND BONDING.
17. ALL NEW PAVEMENT AND CONCRETE ARE TO BE PLACED CLEANLY AND FLUSH WITH ALL ADJACENT, EXISTING PAVEMENT OR CONCRETE INCLUDING CURBS
18. PRIOR TO PAVING ACTIVITIES, APPLY PRIME COAT UNIFORMLY ON TOP OF ALL PREPARED FLEXIBLE BASE COURSE SURFACES. ADDITIONALLY, APPLY PRIME COAT TO ALL JOINTS, INCLUDING COLD JOINTS WITH MATS PREVIOUSLY LAID, AND JOINTS WITH CONCRETE WHERE ASPHALT PAVEMENT WILL ABUT CONCRETE PAVEMENT INCLUDING AT THE LIP OF THE CURB.
19. APPLY TACK COAT UNIFORMLY TO ALL INTERMEDIATE ASPHALT PAVEMENT COURSES WHOSE SURFACE IS SCHEDULED TO RECEIVE AN OVERLAYING COURSE OF ASPHALT PAVEMENT. ADDITIONALLY, APPLY TACK COAT TO ALL JOINTS, INCLUDING COLD JOINTS WITH MATS PREVIOUSLY LAID, AND JOINTS WITH CONCRETE WHERE ASPHALT PAVEMENT WILL ABUT CONCRETE PAVEMENT INCLUDING AT THE LIP OF CURB.
20. BLOT AREAS SHOWING AN EXCESS OF PRIME COAT OR TACK COAT WITH SAND OR OTHER SIMILAR MATERIAL AND **REMOVE THE BLOTTING MATERIAL BEFORE PAVING**.
21. CONCRETE FLARES SHOWN IN ALLEY APPROACH ARE TO BE INSTALLED. NOTIFY ENGINEER IF CONCFLICT WITH FLARES IS DISCOVERED IN FIELD.
22. ALL PEDESTRIAN ACCESS RAMPS AND SIDEWALKS ARE TO BE INSTALLED IN COMPLIANCE WITH ALL APPLICABLE ADA REQUIREMENTS. ALL SIDEWALK IS TO BE INSTALLED FLUSH WITH ADJACENT TOP-OF-CURB WHEN LOCATED NEXT TO CURB. SIDEWALK NOT LOCATED NEXT TO CURB IS TO BE PLACED FLUSH WITH EXISTING GROUND SURFACE. ENGINEER IS TO BE NOTIFIED PRIOR TO INSTALLATION IF ANY SIDEWALK SLOPE EXCEEDS 5.% SLOPE WHEN FOLLOWING EXISTING GROUND SURFACE, AND NO SIDEWALK IS TO HAVE CROSS-SLOPE GREATER THAN 2.0%
23. PAVEMENT PLACEMENT AREAS AND BOUNDARIES ARE IDENTICAL TO PAVEMENT REMOVAL AREAS AND BOUNDARIES BETWEEN EXISTING CURBS. TYPICAL PAVEMENT PATCH WIDTH IS 89' AND 61'.
24. LAY-DOWN OPERATIONS:
    - 24.a. IN ADDITION TO OTHER REQUIREMENTS SPECIFIED IN CITY OF MIDLAND SPECIFICATIONS, PROVIDE ASPHALT PAVERS THAT DO NOT SUPPORT WEIGHT OF ANY PORTION OF HAULING EQUIPMENT OTHER THAN CONNECTION.
    - 24.b. OFFSET JOINTS IN SURFACE COURSE FROM LANE LINES BY SIX INCHES (6"). WHEN CONSTRUCTING A JOINT BETWEEN LANES OF OPPOSING TRAFFIC, OFFSET JOINT BY SIX INCHES (6") INTO EITHER LANE.
    - 24.c. MAINTAIN SUBGRADE OR BASE IN A SMOOTH, CLEAN, COMPACTED CONDITION AND KEEP DAMP WITH WATER UNTIL CONCRETE PAVEMENT IS PLACED.
    - 24.d. CURB JOINTS ARE TO BE TOOL JOINTS EXCEPT FOR EVERY 6TH CONTROL JOINT, WHICH IS TO BE AN EXPANSION JOINT. UTILIZE EXPANSION JOINTS AT ALL JOINTS BETWEEN NEW AND EXISTING CURB-AND-GUTTER.
    - 24.e. CONCRETE FILLETS ARE TO BE PLACED INTEGRAL WITH ADJACENT CONCRETE CURB..
    - 24.f. ALL CONCRETE PAVEMENT AND SIDEWALK SURFACES ARE TO BE BROOM FINISHED.

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P:\2022\2202.01-CITY OF MIDLAND-HWY 158 & I-191 MIDPAN ADDITION\DRAWINGS\CIVIL CONSTRUCTION PLANS\PAVING & DRAINAGE CONSTRUCTION PLANS\2023.01 C121 GENERAL NOTES.DWG

PACKET 10.282 April 9, 2024

APPROVED 10.25.2023 CITY OF MIDLAND ENGINEERING

ATTENTION TO CONTRACTOR AND SUBCONTRACTOR

The issuance or granting of this APPROVAL shall not be construed to be a permit for, or an approval of, any part of the provisions of any ordinance of the City of Midland, nor shall issuance of this APPROVAL prevent the City of Midland from thereafter requiring a corrections of errors in the plans and specifications or from preventing or from ordering the cessation of any violations of any ordinance of the City of Midland. The issuance of this APPROVAL based on the construction drawings and other data submitted to the Engineering Department shall not prevent the Director of Engineering or his/her authorized representatives from requiring the correction of errors in the construction drawings and other data. The Director of Engineering or his/her authorized representatives may order the cessation of any construction when such construction is in violation of the City Code, of any City Ordinance, of the City Standard Details or Specifications, or of any applicable law or other statutes policy of the City of Midland jurisdiction.

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ENGINEER FIRM #: F-14809
SURVEY FIRM #: 10194514
Tel: (432) 262-0999 Fax: (432) 262-0989
www.Maverick-Eng.com

△	REVISIONS	BY	APPR.	DATE

DRAWN BY: -
CHECKED BY: ALM
APPROVED BY: ALM
DATE: 07/17/2023
Job: 220213

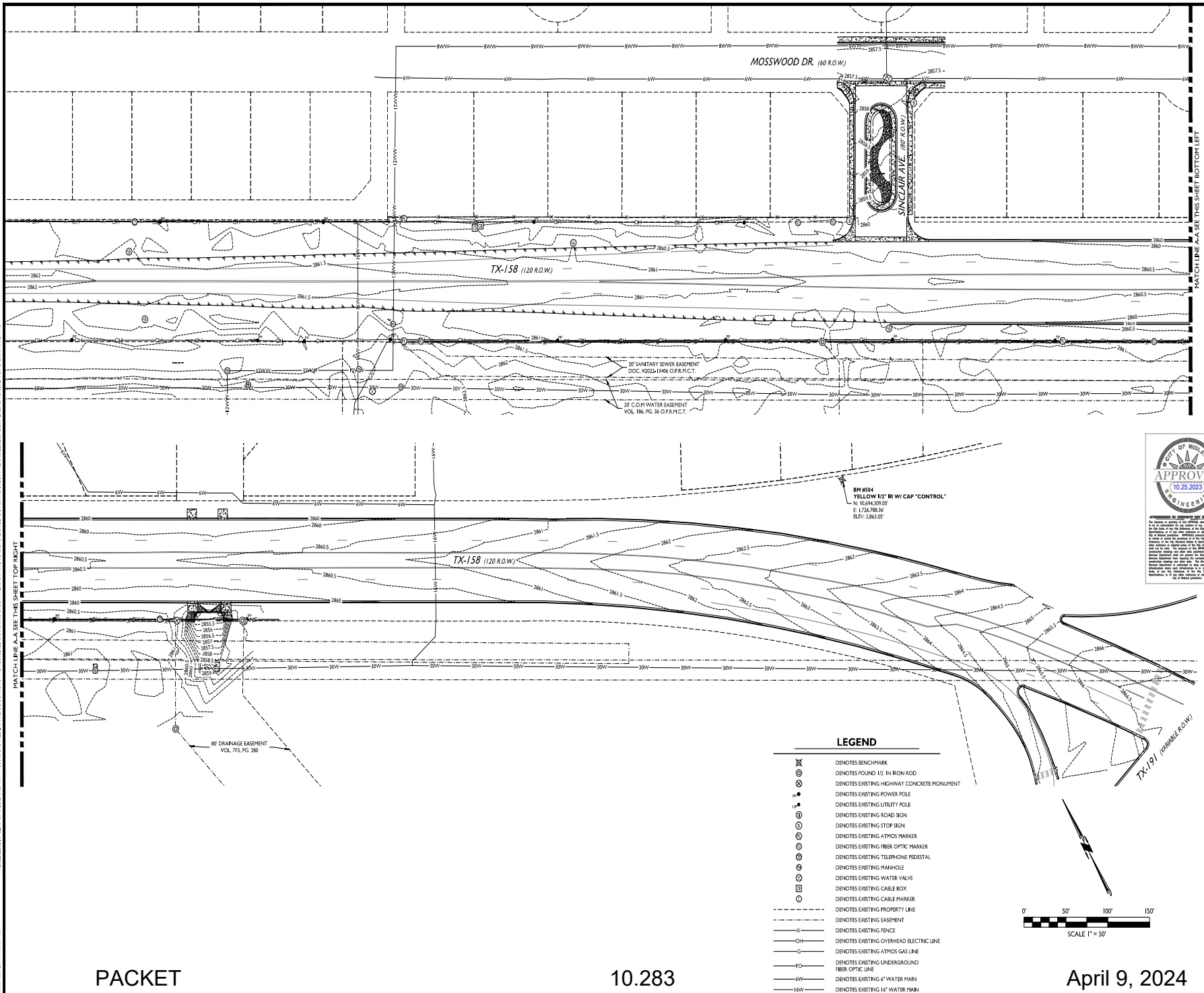
811 Know what's below. Call before you dig.

GENERAL NOTES

THE STATE HIGHWAY 158 & SINCLARE AVENUE INTERSECTION IMPROVEMENT PROJECT
CITY OF MIDLAND, MIDLAND COUNTY, TEXAS.

STATE OF TEXAS ANDREW L. MELLEN 106572 LICENSED PROFESSIONAL ENGINEER
10/19/2023

SHEET C121 OF 31



LEGEND

- DENOTES BENCHMARK
- DENOTES FOUND 1/2" IN IRON ROD
- DENOTES EXISTING HIGHWAY CONCRETE MONUMENT
- DENOTES EXISTING POWER POLE
- DENOTES EXISTING UTILITY POLE
- DENOTES EXISTING ROAD SIGN
- DENOTES EXISTING STOP SIGN
- DENOTES EXISTING ATMOS MARKER
- DENOTES EXISTING FIBER OPTIC MARKER
- DENOTES EXISTING TELEPHONE PEDESTAL
- DENOTES EXISTING MANHOLE
- DENOTES EXISTING WATER VALVE
- DENOTES EXISTING CABLE BOX
- DENOTES EXISTING CABLE MARKER
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- DENOTES EXISTING FENCE
- DENOTES EXISTING OVERHEAD ELECTRIC LINE
- DENOTES EXISTING ATMOS GAS LINE
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- DENOTES EXISTING 6" WATER MAIN
- DENOTES EXISTING 16" WATER MAIN
- DENOTES EXISTING 30" WATER MAIN
- DENOTES EXISTING 8" WASTE WATER MAIN
- DENOTES EXISTING 12" WASTE WATER MAIN

PACKET 10.283 April 9, 2024

MAVERICK
ENGINEERING / SURVEY / WATER RESOURCES
1909 W Wall St. Ste. "K" Midland, TX 79701
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SURVEY FIRM #: 10194514
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DRAWN BY: ALM
CHECKED BY: ALM
APPROVED BY:
DATE: 07/17/2023
JOB: 220213

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EXISTING SITE TOPOGRAPHY

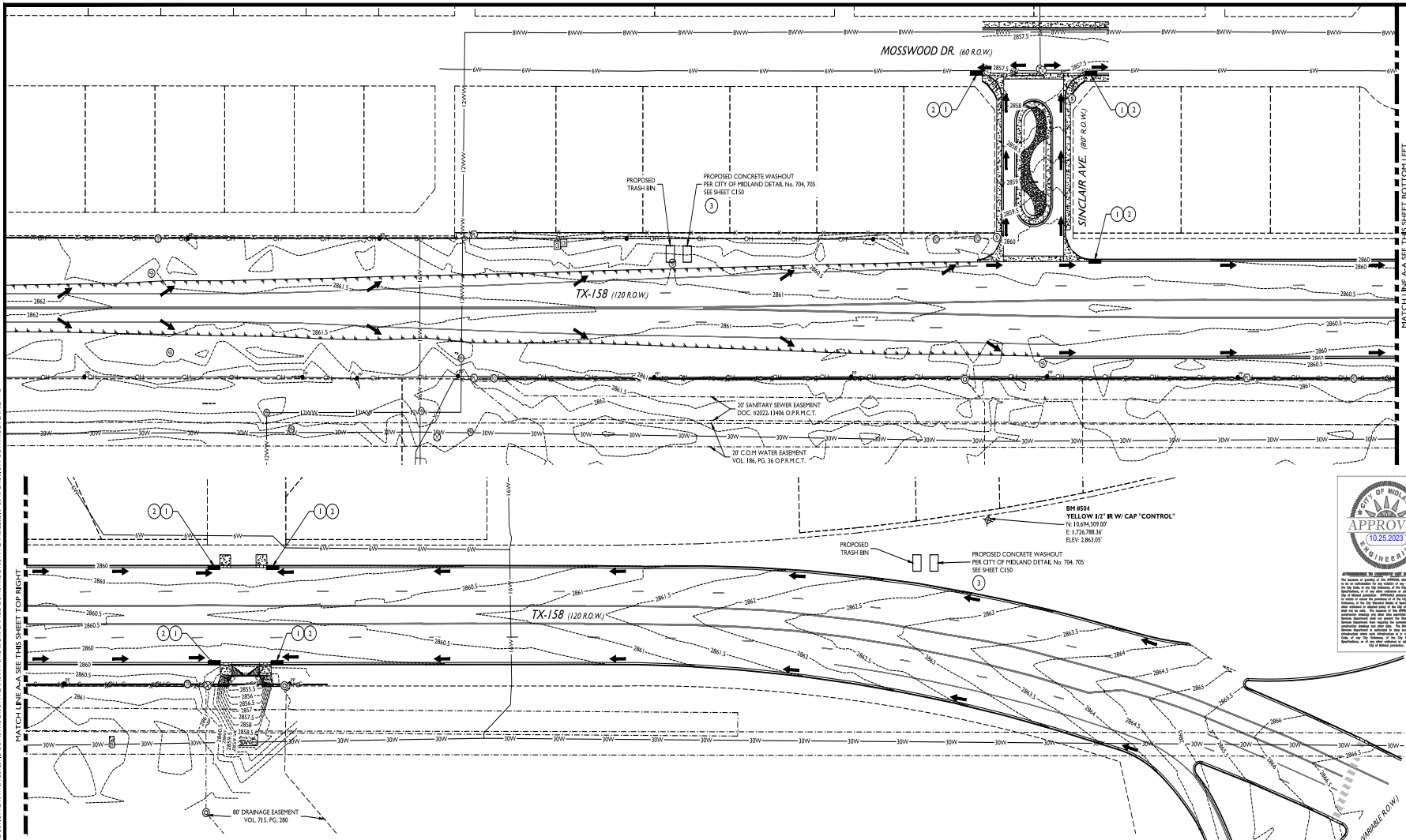
THE STATE HIGHWAY 158 & SINCLARE AVENUE INTERSECTION IMPROVEMENT PROJECT
CITY OF MIDLAND, MIDLAND COUNTY, TEXAS

ANDREW L. MELLEN
106572
LICENSED PROFESSIONAL ENGINEER
10/19/2023

SHEET C130 OF 31

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P:\2022\220213-CITY OF MIDLAND-HWY 158 & I-191 MEDIAN ADDITION\DRAWINGS\CIVIL CONSTRUCTION PLANS\PAVING & DRAINAGE CONSTRUCTION PLANS\220213 C130 EXISTING SITE TOPOGRAPHY.DWG



GENERAL NOTES:

1). IT IS THE INTENT OF THE INFORMATION PROVIDED ON THIS SHEET AND WITHIN THE SPECIFICATIONS TO BE USED AS THE GENERAL GUIDELINES OF THE STORM WATER POLLUTION PREVENTION PLAN FOR THE PROJECT TO ESTABLISH A MINIMUM BASIS OF THE COMPLIANCE WITH TPDES REGULATIONS. THE CONTRACTOR SHALL FILE NOTICE OF INTENT (NOI) TO BE COVERED BY TCPES CONSTRUCTION GENERAL PERMIT, TXR 150000.

2). THE STORM WATER POLLUTION PREVENTION PLAN SHOULD ADDRESS THREE GOALS: TO DIVERT WATER FROM UPSLOPE AREAS AROUND DISTURBED AREAS OF THE SITE, TO LIMIT EXPOSURE OF DISTURBED AREAS TO THE SHORTEST DURATION POSSIBLE, AND TO REMOVE SEDIMENT FROM STORM WATER BEFORE IT LEAVES THE SITE.

3). THE CONTRACTOR SHALL MAKE THE STORM WATER POLLUTION PREVENTION PLAN AVAILABLE, UPON REQUEST, TO THE TCEQ.

4). THE CONTRACTOR MUST AMEND THE STORM WATER POLLUTION PREVENTION PLAN WHENEVER THERE IS A CHANGE IN DESIGN, CONSTRUCTION, OPERATION, OR MAINTENANCE OF THE PLAN, OR WHEN THE EXISTING PLAN PROVES INEFFECTIVE. MODIFICATIONS INCLUDING DESIGN AND ALL ADDITIONAL MATERIALS AND WORK SHALL BE ACCOMPLISHED BY THE CONTRACTOR AT NO ADDITIONAL EXPENSE TO THE OWNER. NO CHANGE TO EROSION CONTROL MEASURES SHOWN ON THESE PLANS AND SPECIFICATIONS SHALL BE MADE WITHOUT CONSENT OF OWNER AND ENGINEER.

5). STABILIZATION MEASURES ARE TO BE INSPECTED AT A MINIMUM OF ONCE EVERY SEVEN DAYS AND WITHIN 24 HOURS AFTER ANY STORM EVENT GREATER THAN 0.5 INCHES. REPAIRS OF INADEQUACIES REVEALED BY THE INSPECTIONS MUST BE IMPLEMENTED WITHIN SEVEN CALENDAR DAYS FOLLOWING THE INSPECTION.

6). AN INSPECTION REPORT THAT SUMMARIZES INSPECTION ACTIVITIES AND IMPLEMENTATION OF THE STORM WATER POLLUTION PREVENTION PLAN SHALL BE MAINTAINED AND MADE PART OF THE PLAN.

7). ALL CONTRACTORS AND SUBCONTRACTORS IDENTIFIED IN THE PLAN MUST CERTIFY AS TO AN UNDERSTANDING OF THE NPDES CONSTRUCTION GENERAL PERMIT BEFORE CONDUCTING ANY ACTIVITY IDENTIFIED IN THE STORM WATER POLLUTION PREVENTION PLAN.

8). THE CONTRACTOR SHALL ADOPT APPROPRIATE CONSTRUCTION SITE MANAGEMENT PRACTICES TO PREVENT THE DISCHARGE OF OILS, GREASE, PAINTS, GASOLINE, AND OTHER POLLUTANTS TO STORM WATER. APPROPRIATE PRACTICES CAN INCLUDE: DESIGNATING AREAS FOR EQUIPMENT MAINTENANCE AND REPAIR, REGULAR COLLECTION OF WASTES, CONVENIENTLY LOCATED WASTE RECEPTACLES, AND DESIGNATING AND CONTROL EQUIPMENT WASHING.

9). THE CONTRACTOR SHALL AMEND OR MODIFY THIS PLAN AS REQUIRED BY CONSTRUCTION MEANS, METHODS, AND SEQUENCE. MODIFICATIONS SHALL NOT COMPROMISE THE INTENT OF THE REQUIREMENTS OF THE LAW AND THIS PLAN. MODIFICATIONS SHALL NOT BE BASIS FOR ADDITIONAL COST TO THE OWNER.

10). AREAS OF CONSTRUCTION ELSEWHERE ON THE JOB SITE SHALL CONFORM TO THE DETAILS SHOWN ON THE PLANS.

11). THE CONTRACTOR SHALL DESIGNATE MATERIAL AND EQUIPMENT STORAGE AREAS MUTUALLY AGREED TO BY THE OWNER. THE STORAGE AREAS SHALL BE GRADED FOR POSITIVE DRAINAGE AND THE SURFACE STABILIZED WITH A MINIMUM OF TWO INCHES OF CRUSHED ROCK OR GRAVEL. REINFORCED FILTER BARRIER SHALL BE INSTALLED AROUND THE STORAGE AREAS TO PREVENT MATERIAL FROM LEAVING THE SITE.

12). CONTRACTOR TO COORDINATE WITH CITY CONSTRUCTION INSPECTOR AND PRIVATE LAND OWNER FOR THE STAGING AREA LOCATION AND DIMENSIONS. AFTER COMPLETION OF PROJECT CONTRACTOR TO RESTORE STAGING AREA TO ITS ORIGINAL OR BETTER CONDITIONS.

EROSION CONTROL NOTES:

A. INSTALL EROSION CONTROL MEASURES PRIOR TO BEGINNING ANY OTHER PROJECT CONSTRUCTION ACTIVITY.

B. CONTRACTOR IS TO PLACE AND MAINTAIN SANDBAG BMPS AT FIRST CURB OPENING DOWNSTREAM OF ACTIVE CONSTRUCTION AREA. WHEN CONSTRUCTION ACTIVITY OCCURS ON BOTH SIDES OF ROAD THEN CURB OPENINGS ON BOTH SIDES MUST HAVE SANDBAGS PLACED.

C. EROSION CONTROL MEASURES MUST BE MAINTAINED BY CONTRACTOR AT ALL TIMES. REPAIRS TO EXISTING EROSION CONTROL MEASURES MUST BE MADE BY CONTRACTOR IMMEDIATELY UPON DISCOVERING SUCH REPAIRS ARE NEEDED. EXISTING EROSION CONTROL MEASURES MUST BE INSPECTED BY CONTRACTOR IMMEDIATELY FOLLOWING ANY STORM EVENT.

D. ADDITIONAL EROSION CONTROL MEASURES MAY BE REQUIRED AT THE SOLE DISCRETION OF THE ENGINEER IF AT ANY TIME THE ENGINEER BELIEVES THE EXISTING EROSION CONTROL MEASURES ARE INSUFFICIENT FOR THE NEEDS OF THE PROJECT SITE.

PERMANENT BMP CONSTRUCTION NOTES:

1. GRAVEL BAGS ARE TO BE INSTALLED AT THE NEAREST DOWNSTREAM INTERSECTION FROM ANY PROJECT CONSTRUCTION ACTIVITY.
2. PRIOR TO ANY ANTICIPATED RAIN EVENT, GRAVELS BAGS ARE TO BE INSTALLED AT THE NEAREST DOWNSTREAM INTERSECTION FROM ANY UNCOMPACTED, UNSTABILIZED TRENCHES. REMOVAL OF SEDIMENT FROM GUTTERS IS TO BE DONE AFTER EVERY RAIN EVENT, OR MORE OFTEN IF DEEMED NECESSARY BY CONTRACTOR, INSPECTOR, OR ENGINEER.
3. LOCATED CONCRETE WASHOUT WITHIN PROJECT AREA AND SHIFT AS NECESSARY AS CONSTRUCTION ACTIVITY. ALL WASHOUT AND OTHER SPOILS ARE TO BE REMOVED FROM SITE. CONCRETE TRUCKS SHALL NEVER TO WASHOUT INTO ON-SITE TRENCHES.

GRAVEL BAG INSTALLATION NOTES:

1. GRAVEL BURLAP BAGS SHALL BE PLACED ALONG CURB AND GUTTER AS SHOWN.
2. SUFFICIENT SPACE SHALL BE PROVIDED UPSLOPE FROM BAGS SO THAT PONDING CAN OCCUR.
3. BAGS SHALL BE PLACED FLAT SO THAT THE MAXIMUM POSSIBLE AREA IS IN CONTACT WITH THE GROUND.
4. BAGS SHALL BE REPLACED ONCE EVERY THREE MONTHS, OR MORE OFTEN IF DEEMED NECESSARY BY THE CONTRACTOR, INSPECTOR OF ENGINEER.
5. BAG INSPECTIONS FOR RIPS, TEARS, LEAKS, AND OTHER DAMAGE ARE TO BE CONDUCTED AFTER EVERY RAIN EVENT. THE RESULTS OF THESE INSPECTIONS ARE TO BE DOCUMENTED IN THE SWPPP INSPECTION REPORT.
6. BAG OPENINGS SHALL FACE UP SO THAT THEY ARE NOT IN CONTACT WITH THE GROUND.
7. BAGS SHALL BE FILLED TO 60 PERCENT MAXIMUM CAPACITY WITH 80 PERCENT OR MORE OF THE AGGREGATE BETWEEN THE No. 4 SIEVE AND 3 INCHES IN SIZE.
8. PLACEMENT OF GRAVEL BAGS SHOULD NOT BLOCK ADA WALKING PATHS.

LEGEND

- DENOTES BENCHMARK
- DENOTES FOUND 1/2 IN IRON ROD
- DENOTES EXISTING HIGHWAY CONCRETE MONUMENT
- DENOTES EXISTING POWER POLE
- DENOTES EXISTING UTILITY POLE
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- DENOTES EXISTING 8" WASTE WATER MAIN
- DENOTES EXISTING 12" WASTE WATER MAIN
- DENOTES EXISTING FLOW DIRECTION ARROW
- DENOTES PROPOSED GRAVEL BAG

0' 50' 100' 150'
SCALE 1" = 50'

APPROVED 10.25.2023 CITY OF MIDLAND ENGINEERING

ACCEPTANCE OF CONSTRUCTION PLANS
The issuance or granting of this APPROVAL shall not be construed to be an acknowledgment by any employee of any of the provisions of these Plans and Specifications or of any other ordinance or adopted policy of the City of Midland jurisdiction. APPROVALS pertaining to any authority granted by 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 shall not prevent the issuance of a permit for 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 adopted policy of the City of Midland jurisdiction.

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.	.	.	.

DRAWN BY: . CHECKED BY: ALM APPROVED BY: ALM DATE: 07/17/2023 JOB: 220213

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EROSION CONTROL PLAN

THE STATE HIGHWAY 158 & SINCLARE AVENUE INTERSECTION IMPROVEMENT PROJECT

CITY OF MIDLAND, MIDLAND COUNTY, TEXAS.

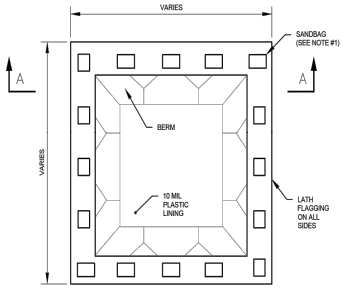
STATE OF TEXAS ANDREW L. MELLEN 106572 LICENSED PROFESSIONAL ENGINEER 10/19/2023

SHEET C140 OF 31

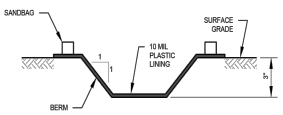
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P:\2022\220213\CITY OF MIDLAND-HWY 158 & 191 MEDIAN ADDITION\DRAWINGS\CIVIL CONSTRUCTION PLANS\PAVING & DRAINAGE CONSTRUCTION PLANS\220213 C140 EROSION CONTROL PLAN.DWG

PACKET 10.284 April 9, 2024



DEPRESSED WASHOUT

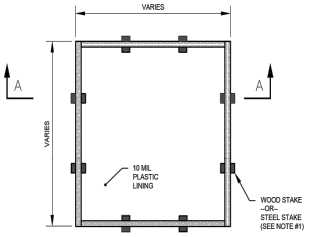


SECTION 'A-A'

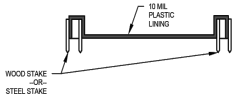
NOTES:

1. SECURE WASHOUT STRUCTURES AND LININGS WITH SANDBAGS OR TWO SECURELY FASTENED STAKES AROUND ENTIRE WASHOUT PERIMETER.
2. MATERIALS AND CONSTRUCTION METHODS TO CONFORM TO CITY OF MIDLAND STANDARDS AND SPECIFICATIONS.
3. CONSTRUCT AS SHOWN UNLESS OTHERWISE APPROVED IN WRITING BY THE CITY ENGINEER.

DRAWN: DPM	CHECKED: JCF	APPROVED: MCC	
MIDLAND Engineering Services	EFFECTIVE DATE: 10/01/2018	SCALE: NTS	DETAIL: 704
	CONCRETE WASHOUT OPTION 1		



ELEVATED WASHOUT

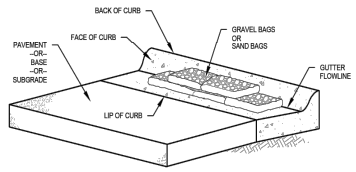


SECTION 'A-A'

NOTES:

1. THIS WASHOUT CONFIGURATION MAY NOT BE USED IN PAVED AREAS.
2. WOOD FRAME IS TO BE EQUAL TO OR BETTER THAN TWO-STACKED 2X12 ROUGH WOOD FRAME.
3. MATERIALS AND CONSTRUCTION METHODS TO CONFORM TO CITY OF MIDLAND STANDARDS AND SPECIFICATIONS.
4. CONSTRUCT AS SHOWN UNLESS OTHERWISE APPROVED IN WRITING BY THE CITY ENGINEERING.

DRAWN: DPM	CHECKED: JCF	APPROVED: MCC	
MIDLAND Engineering Services	EFFECTIVE DATE: 10/01/2018	SCALE: NTS	DETAIL: 705
	CONCRETE WASHOUT OPTION 2		



NOTES:

1. FILL BAGS TO 60% CAPACITY WITH EITHER CLEAN GRAVEL OR CLEAN SAND.
2. GRAVEL TO BE NO LESS THAN 1" DIAMETER OR GREATER THAN 2" DIAMETER.
3. PLACE BAGS WITH BAG OPENINGS SECURED AND FACE UP, AND SO THAT EACH BAG IS FLAT AND HAS THE GREATEST POSSIBLE SURFACE AREA CONTACT WITH THE CURB.
4. PLACE BAGS AGAINST THE FACE-OF-CURB AND DO NOT PLACE BAGS BEYOND THE LIP-OF-CURB.
5. DO NOT BLOCK ADA RAMPS OR WALKWAYS WITH BAGS.
6. MATERIALS AND CONSTRUCTION METHODS TO CONFORM TO CITY OF MIDLAND STANDARDS AND SPECIFICATIONS.
7. CONSTRUCT AS SHOWN UNLESS OTHERWISE APPROVED IN WRITING BY THE CITY ENGINEER.

DRAWN: DPM	CHECKED: JCF	APPROVED: MCC	
MIDLAND Engineering Services	EFFECTIVE DATE: 10/01/2018	SCALE: NTS	DETAIL: 712
	CURB GRAVEL OR SAND BAGS		

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BY	APPR.	DATE

REVISIONS

DRAWN BY: -
CHECKED BY: ALM
APPROVED BY: ALM
DATE: 07/17/2023
JOB: 220213

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EROSION CONTROL DETAILS

THE STATE HIGHWAY 158 & SINCLARE AVENUE INTERSECTION IMPROVEMENT PROJECT
CITY OF MIDLAND, MIDLAND COUNTY, TEXAS.

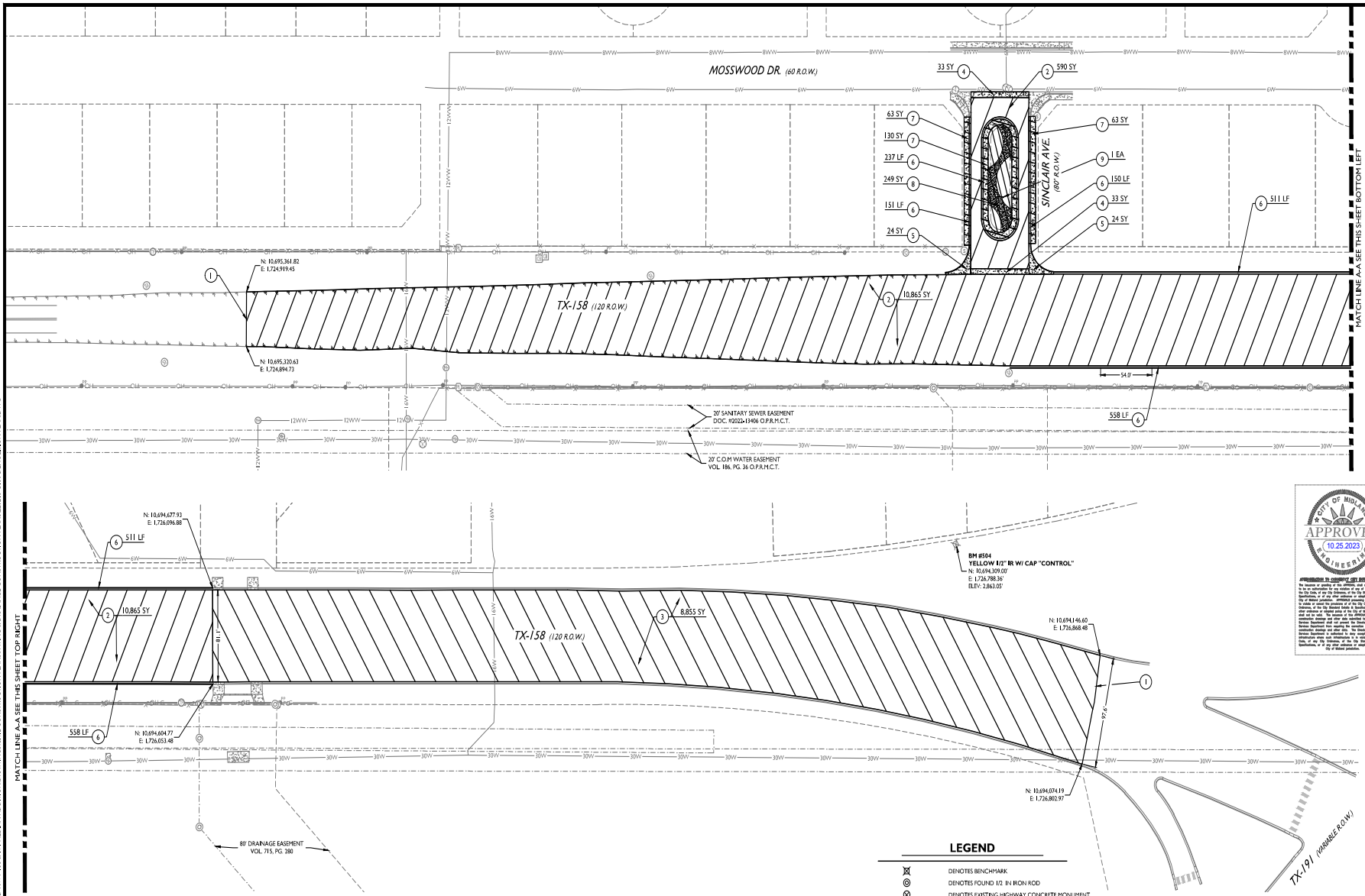
CITY OF MIDLAND, TEXAS APPROVED 10.25.2023 ENGINEERING

STATE OF TEXAS ANDREW L. MELLEN 106572 LICENSED PROFESSIONAL ENGINEER 10/19/2023

SHEET C141 OF 31

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DEMOLITION GENERAL NOTES:

- ALL DEMOLITION DIMENSIONS ARE APPROXIMATE BASED ON MOST RELIABLE DATA AVAILABLE. CONTRACTOR IS TO FIELD VERIFY ACTUAL DIMENSIONS AND NOTIFY ENGINEER OF QUANTITY INCREASE OR DISCREPANCIES.
- ALL SAW-CUTS FOR PAVEMENT REMOVAL ARE TO BE CUT IN CLEAN, STRAIGHT LINES.
- NO EXISTING INFRASTRUCTURE IS TO BE REMOVED THAT IS NOT NOTED FOR REMOVAL ON THIS SHEET WITHOUT WRITTEN CONFIRMATION FROM THE ENGINEER PRIOR TO SUCH REMOVAL TAKING PLACE. ANY EXISTING INFRASTRUCTURE DAMAGED OR REMOVED BY THE CONTRACTOR THAT IS NOT NOTED ON THIS SHEET MUST BE REPAIRED OR REPLACED TO EQUAL OR BETTER CONDITION AT THE CONTRACTOR'S SOLE EXPENSE.
- THE CONTRACTOR IS TO NOTIFY THE ENGINEER OF ANY CONFLICTS OR DISCREPANCIES BEFORE REMOVING ANYTHING NOT NOTED FOR REMOVAL.
- EXISTING TREES NEAR THE PROJECT SITE SHOULD NOT BE CLOSE ENOUGH TO INTERFERE WITH CONSTRUCTION ACTIVITIES, AND THE CONTRACTOR IS DIRECTED TO MAKE SURE EXISTING TREES ARE NOT DAMAGED DURING PROJECT OPERATIONS.
- DEMOLISHED MATERIALS WILL BECOME THE PROPERTY OF THE CONTRACTOR, EXCEPT WHERE SALVAGE MATERIALS ARE NOTED OTHERWISE.
- SALVAGE MATERIALS ARE TO BE STOCKPILED AS INDICATED BY THE OWNER. STOCKPILING OF SALVAGE MATERIALS IS CONSIDERED INCIDENTAL TO REMOVAL UNLESS SPECIFICALLY NOTED OTHERWISE.
- DEMO MATERIALS ARE TO BE REMOVED FROM THE SITE AND DISPOSED OF BY THE CONTRACTOR IN ACCORDANCE WITH ALL STATE AND FEDERAL REGULATIONS AT NO ADDITIONAL EXPENSE TO THE OWNER / ENGINEER OR PROJECT.
- ANY HAZARDOUS MATERIALS ENCOUNTERED SHOULD BE BROUGHT TO THE IMMEDIATE ATTENTION OF THE OWNER / ENGINEER.

DEMOLITION CONSTRUCTION NOTES:

TYP (1) CONTRACTOR IS TO SAWCUT NEATLY ALONG ASPHALT EDGE AND AS SHOWN. CONTRACTOR IS TO TAKE EXTRA CARE NOT TO DAMAGE PAVEMENT WITH VEHICLE TRAFFIC OR EQUIPMENT. THE EXISTING ASPHALT PAVEMENT REPLACED IS TO MATCH CURRENT SECTION OF EXISTING ROADWAY. ANY DAMAGE TO THE EDGE OF PAVEMENT WILL REQUIRE A SAWCUT AND THE REMOVAL OF TWO (2) FEET MINIMUM ASPHALT FROM EXISTING CURB AND GUTTER LIP. CONTRACTOR IS TO CLEANLY TIE INTO EXISTING CURB. DETERMINATION OF EXACT LOCATION MAY NEED TO BE FIELD VERIFIED BY CONTRACTOR. CONTRACTOR TO NOTIFY ENGINEER OF RECORD OF ANY DAMAGE OR TIE IN PROBLEMS. ANY DAMAGE TO NEW PAVEMENT WILL BE CONSIDERED A TOTAL LOSS, AND IS TO BE REPAIRED FULL DEPTH FROM CURB TO CURB FOR A LENGTH DETERMINED BY THE CITY ENGINEER (UP TO ONE CITY BLOCK) AT THE SOLE EXPENSE OF THE CONTRACTOR.

2. REMOVE EXISTING BASE AND ASPHALT PAVEMENT.
3. REMOVE EXISTING ASPHALT PAVEMENT.
4. DEMOLISH AND REMOVE EXISTING VALLEY GUTTER.
5. DEMOLISH AND REMOVE EXISTING FILLET.
6. DEMOLISH AND REMOVE EXISTING CURB AND GUTTER.
7. DEMOLISH AND REMOVE EXISTING SIDEWALK. CONTRACTOR TO SAWCUT NEAT STRAIGHT EDGE AT THE NEXT CONCRETE JOINT LINE OF EXISTING SIDEWALK TO ACCOMMODATE HANDICAP RAMP.
8. DEMOLISH AND REMOVE EXISTING MEDIAN LANDSCAPE AREA.
9. DEMOLISH AND REMOVE EXISTING SIGN.

LEGEND

- DENOTES BENCHMARK
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0' 50' 100' 150'
SCALE 1" = 50'

APPROVED 10.25.2023
CITY OF MIDLAND ENGINEERING

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Tel: (432) 262-0999 Fax: (432) 262-0989
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BY	APPR.	DATE

REVISIONS

DRAWN BY: ALM
CHECKED BY: ALM
APPROVED BY: ALM
DATE: 07/17/2023
Job: 220213

DEMOLITION PLAN

THE STATE HIGHWAY 158 & SINCLARE AVENUE INTERSECTION IMPROVEMENT PROJECT

CITY OF MIDLAND, MIDLAND COUNTY, TEXAS.

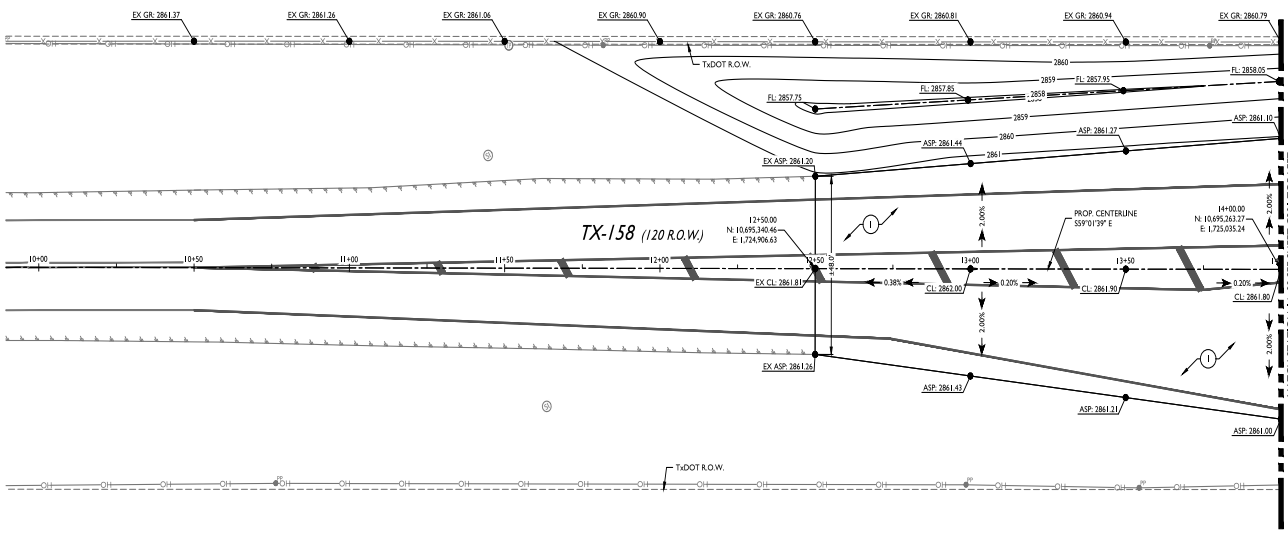
ANDREW L. MELLEN
106572
LICENSED
PROFESSIONAL ENGINEER
10/19/2023

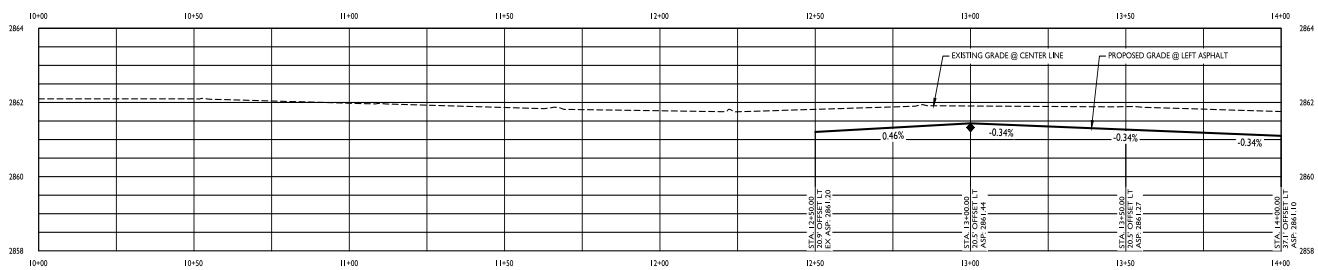
SHEET C150 OF 31

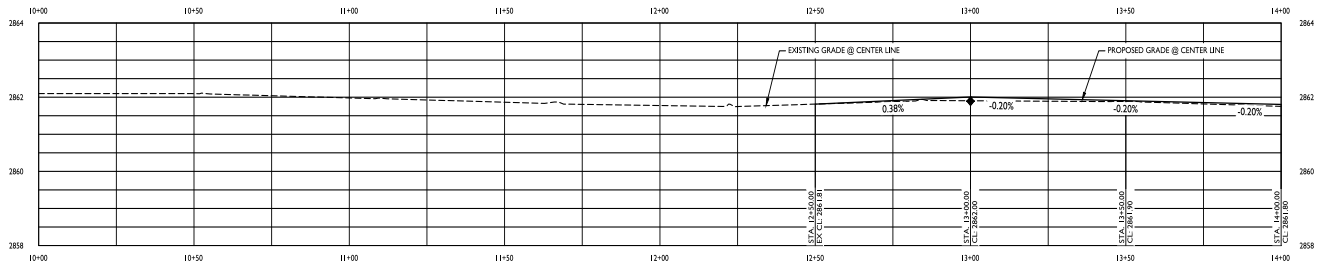
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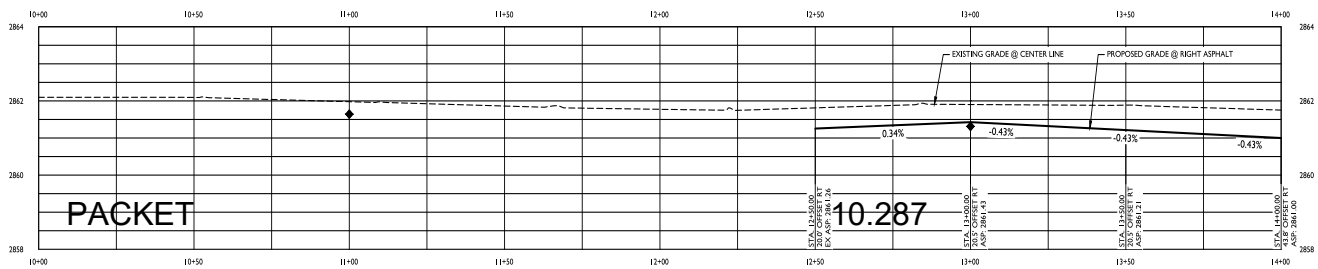
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PACKET









APPROVED
CITY OF MIDLAND
ENGINEERING
10.25.2023

0' 20' 40' 60'
SCALE 1" = 20'

LEGEND

	DENOTES BENCHMARK
	DENOTES FOUND 1/2 IN IRON ROD
	DENOTES EXISTING HIGHWAY CONCRETE MONUMENT
PP	DENOTES EXISTING POWER POLE
UP	DENOTES EXISTING UTILITY POLE
	DENOTES EXISTING ROAD SIGN
	DENOTES EXISTING STOP SIGN
	DENOTES EXISTING ATMOS MARKER
	DENOTES EXISTING FIBER OPTIC MARKER
	DENOTES EXISTING TELEPHONE PEDESTAL
	DENOTES EXISTING MANHOLE
	DENOTES EXISTING WATER VALVE
	DENOTES EXISTING CABLE BOX
	DENOTES EXISTING CABLE MARKER
	DENOTES EXISTING PROPERTY LINE
	DENOTES EXISTING EASEMENT
X	DENOTES EXISTING FENCE
OH	DENOTES EXISTING OVERHEAD ELECTRIC LINE
G	DENOTES EXISTING ATMOS GAS LINE
FO	DENOTES EXISTING UNDERGROUND FIBER OPTIC LINE
6W	DENOTES EXISTING 6" WATER MAIN
16W	DENOTES EXISTING 16" WATER MAIN
30W	DENOTES EXISTING 30" WATER MAIN
8WW	DENOTES EXISTING 8" WASTE WATER MAIN
12WW	DENOTES EXISTING 12" WASTE WATER MAIN
EX TC	DENOTES EXISTING TOP OF CURB GRADE
EX GU	DENOTES EXISTING GUTTER GRADE
EX CL	DENOTES EXISTING CENTER LINE GRADE
EX ASP	DENOTES EXISTING ASPHALT GRADE
EX GR	DENOTES EXISTING GRADE
TC	DENOTES TOP OF CURB GRADE
GU	DENOTES GUTTER GRADE
ASP	DENOTES ASPHALT GRADE
CL	DENOTES CENTER LINE GRADE
FL	DENOTES FLOW LINE GRADE

PAVING CONSTRUCTION NOTES:

TYP
1. TX-158. CONSTRUCT PER ROAD CROSS SECTION "C" SEE SHEET C300.
2. TX-158. CONSTRUCT PER ROAD CROSS SECTION "A" SEE SHEET C300.
3. TX-158. CONSTRUCT PER ROAD CROSS SECTION "B" SEE SHEET C300.
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13. CONSTRUCT HANDICAP RAMP PER CITY OF MIDLAND DESIGN AND CONSTRUCTION STANDARDS DETAIL No. 226 SEE SHEET C311.
14. CONSTRUCT 6' WIDE PEDESTRIAN OPENING.
15. CONSTRUCT CONCRETE SCUPPER PER CITY OF MIDLAND DESIGN AND CONSTRUCTION STANDARDS DETAIL No. 237(A), 237(B), AND 237(C) SEE SHEET C312.
16. SINCLARE AVE. CONSTRUCT PER ROAD CROSS SECTION "F" SEE SHEET C302.
17. SINCLARE AVE. CONSTRUCT PER ROAD CROSS SECTION "G" SEE SHEET C302.
18. CONSTRUCT STANDARD (RAISED LIP) TYPE "A" CURB PER CITY OF MIDLAND DESIGN AND CONSTRUCTION STANDARDS DETAIL No. 205 SEE SHEET C311. **CONTRACTOR TO MATCH EXISTING GRADES.**

PACKET 10.287

April 9, 2024

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BY	APPR.	DATE

REVISIONS

DRAWN BY: -
CHECKED BY: ALM
APPROVED BY: ALM
DATE: 07/17/2023
JOB: 220213

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TX-158 P&P

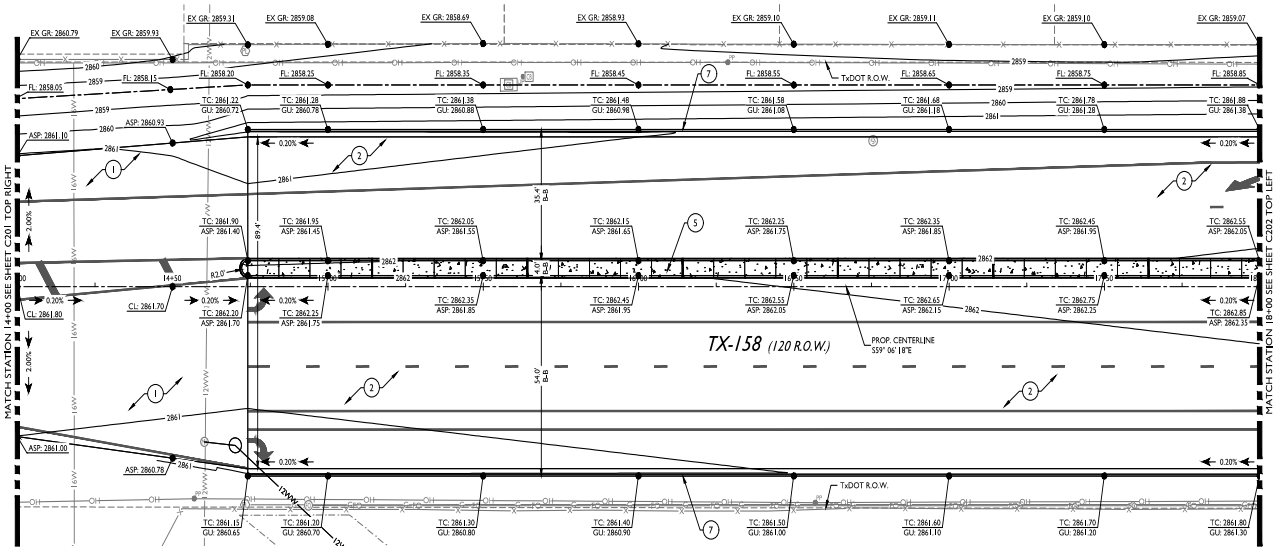
THE STATE HIGHWAY 158 & SINCLARE AVENUE INTERSECTION IMPROVEMENT PROJECT
CITY OF MIDLAND, MIDLAND COUNTY, TEXAS.

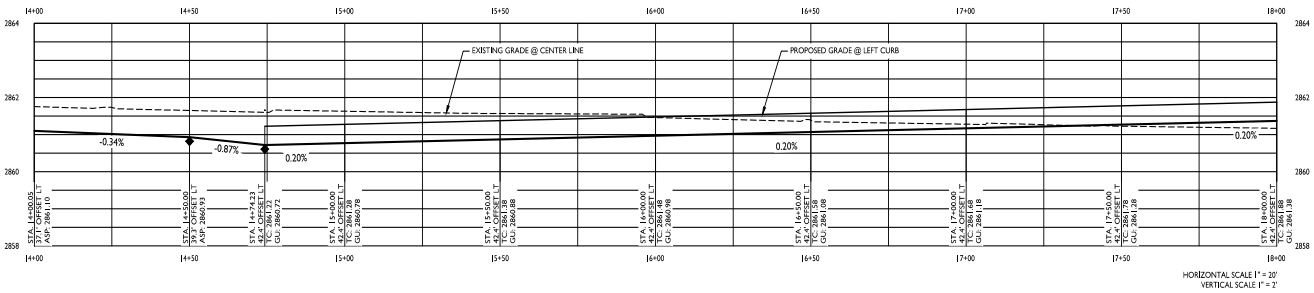
STATE OF TEXAS
ANDREW L. MELLEN
106572
LICENSED PROFESSIONAL ENGINEER
10/19/2023

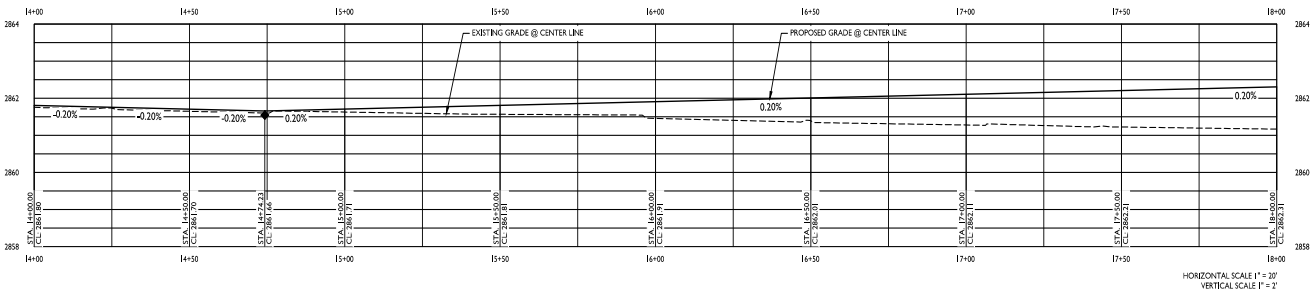
SHEET C200 OF 31

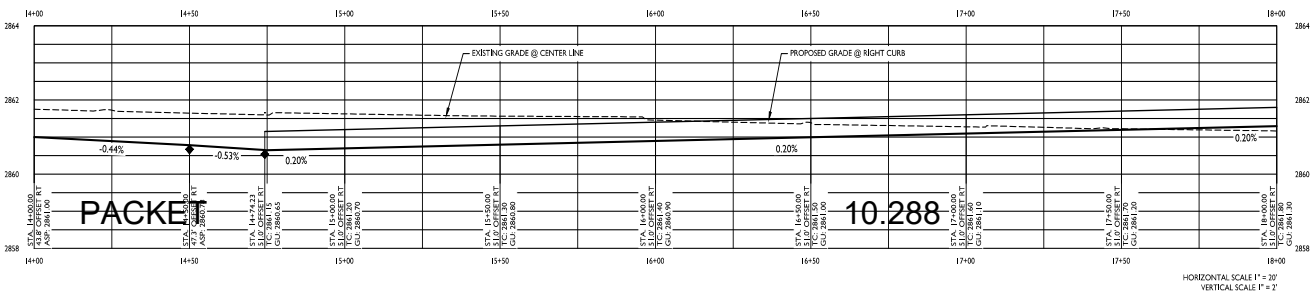
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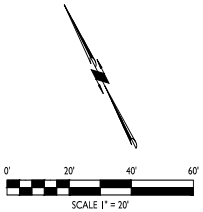






PACKET 10.288 April 9, 2024





LEGEND

	DENOTES BENCHMARK
	DENOTES FOUND 1/2 IN IRON ROD
	DENOTES EXISTING HIGHWAY CONCRETE MONUMENT
PP	DENOTES EXISTING POWER POLE
UP	DENOTES EXISTING UTILITY POLE
	DENOTES EXISTING ROAD SIGN
	DENOTES EXISTING STOP SIGN
	DENOTES EXISTING ATMOS MARKER
	DENOTES EXISTING FIBER OPTIC MARKER
	DENOTES EXISTING TELEPHONE PEDESTAL
	DENOTES EXISTING MANHOLE
	DENOTES EXISTING WATER VALVE
	DENOTES EXISTING CABLE BOX
	DENOTES EXISTING CABLE MARKER
	DENOTES EXISTING PROPERTY LINE
	DENOTES EXISTING EASEMENT
-X-	DENOTES EXISTING FENCE
-OH-	DENOTES EXISTING OVERHEAD ELECTRIC LINE
-G-	DENOTES EXISTING ATMOS GAS LINE
-FO-	DENOTES EXISTING UNDERGROUND FIBER OPTIC LINE
-6W-	DENOTES EXISTING 6" WATER MAIN
-16W-	DENOTES EXISTING 16" WATER MAIN
-30W-	DENOTES EXISTING 30" WATER MAIN
-8WW-	DENOTES EXISTING 8" WASTE WATER MAIN
-12WW-	DENOTES EXISTING 12" WASTE WATER MAIN
EX TC	DENOTES EXISTING TOP OF CURB GRADE
EX GU	DENOTES EXISTING GUTTER GRADE
EX CL	DENOTES EXISTING CENTER LINE GRADE
EX ASP	DENOTES EXISTING ASPHALT GRADE
EX GR	DENOTES EXISTING GRADE
TC	DENOTES TOP OF CURB GRADE
GU	DENOTES GUTTER GRADE
ASP	DENOTES ASPHALT GRADE
CL	DENOTES CENTER LINE GRADE
FL	DENOTES FLOW LINE GRADE

PAVING CONSTRUCTION NOTES:

TYP (1)

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2. TX-158. CONSTRUCT PER ROAD CROSS SECTION "A" SEE SHEET C300.
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DRAWN BY: -
CHECKED BY: ALH
APPROVED BY: ALH
DATE: 07/17/2023
JOB: 220213

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TX-158 P&P

THE STATE HIGHWAY 158 & SINCLARE AVENUE INTERSECTION IMPROVEMENT PROJECT

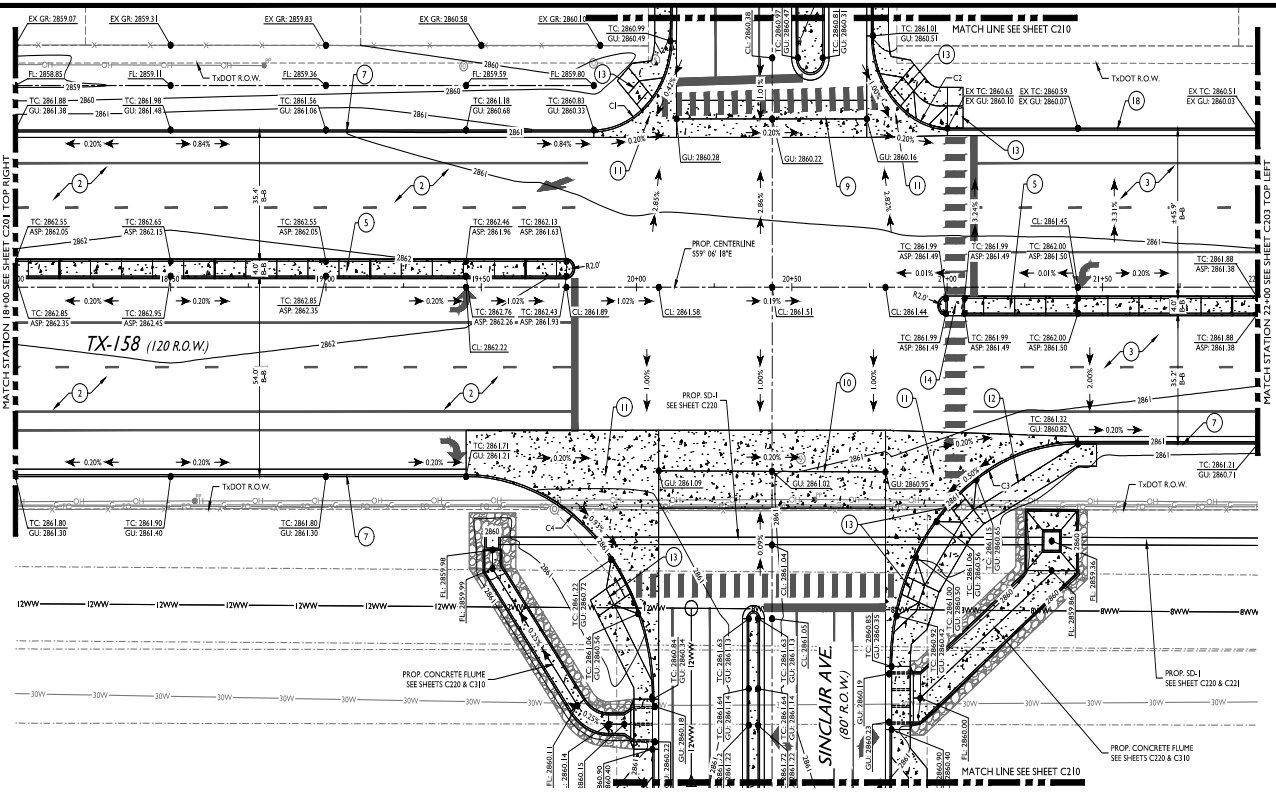
CITY OF MIDLAND, MIDLAND COUNTY, TEXAS.

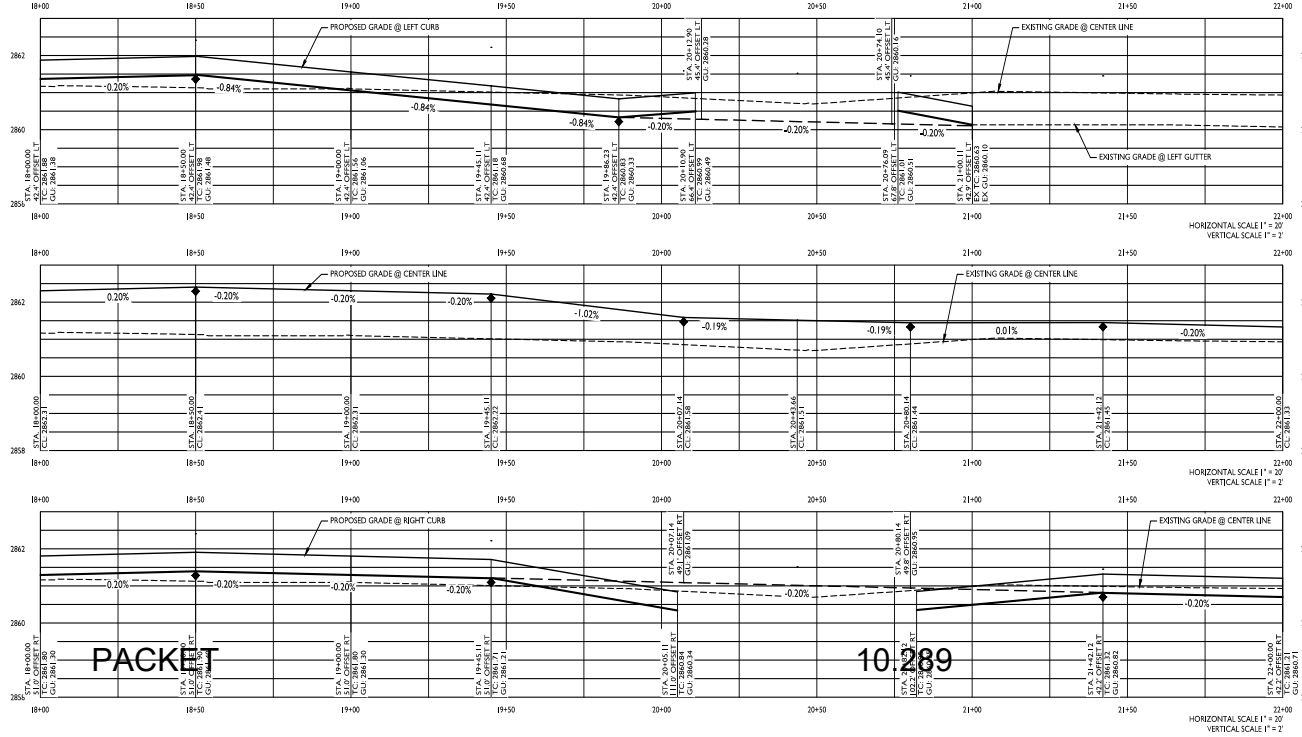
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ANDREW L. MELLEN
106572
LICENSED
PROFESSIONAL ENGINEER
10/19/2023

SHEET C201 OF 31

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APPROVED
CITY OF MIDLAND
ENGINEERING
10.25.2023

0' 20' 40' 60'
SCALE 1" = 20'

LEGEND

⊠	DENOTES BENCHMARK
◎	DENOTES FOUND 1/2 INTRON ROD
⊗	DENOTES EXISTING HIGHWAY CONCRETE MONUMENT
PP	DENOTES EXISTING POWER POLE
UP	DENOTES EXISTING UTILITY POLE
⊕	DENOTES EXISTING ROAD SIGN
S	DENOTES EXISTING STOP SIGN
ATM	DENOTES EXISTING ATMOS MARKER
FO	DENOTES EXISTING FIBER OPTIC MARKER
T	DENOTES EXISTING TELEPHONE PEDESTAL
M	DENOTES EXISTING MANHOLE
V	DENOTES EXISTING WATER VALVE
CB	DENOTES EXISTING CABLE BOX
C	DENOTES EXISTING CABLE MARKER
	DENOTES EXISTING PROPERTY LINE
	DENOTES EXISTING EASEMENT
X	DENOTES EXISTING FENCE
OH	DENOTES EXISTING OVERHEAD ELECTRIC LINE
G	DENOTES EXISTING ATMOS GAS LINE
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6W	DENOTES EXISTING 6" WATER MAIN
16W	DENOTES EXISTING 16" WATER MAIN
30W	DENOTES EXISTING 30" WATER MAIN
8WW	DENOTES EXISTING 8" WASTE WATER MAIN
12WW	DENOTES EXISTING 12" WASTE WATER MAIN
EX TC	DENOTES EXISTING TOP OF CURB GRADE
EX GU	DENOTES EXISTING GUTTER GRADE
EX CL	DENOTES EXISTING CENTER LINE GRADE
EX ASP	DENOTES EXISTING ASPHALT GRADE
EX GR	DENOTES EXISTING GRADE
TC	DENOTES TOP OF CURB GRADE
GU	DENOTES GUTTER GRADE
ASP	DENOTES ASPHALT GRADE
CL	DENOTES CENTER LINE GRADE
FL	DENOTES FLOW LINE GRADE

PAVING CONSTRUCTION NOTES:

TYP.
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CURVE TABLE

CURVE	ARC LENGTH	RADIUS	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C1	37.95'	25.00'	34.76'	S 76° 03' 25" E	87°00'25"
C2	38.21'	25.00'	34.60'	S 13° 03' 51" E	87°34'33"
C3	94.22'	60.00'	84.83'	S 75° 54' 28" W	89°58'28"
C4	94.27'	60.00'	84.87'	N 14° 05' 32" W	90°01'32"

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BY	APPR.	DATE

REVISIONS

DRAWN BY: . CHECKED BY: ALM APPROVED BY: ALM DATE: 07/17/2023 JOB: 220213

811 Know what's below. Call before you dig.

TX-158 P&P

THE STATE HIGHWAY 158 & SINCLARE AVENUE INTERSECTION IMPROVEMENT PROJECT
CITY OF MIDLAND, MIDLAND COUNTY, TEXAS.

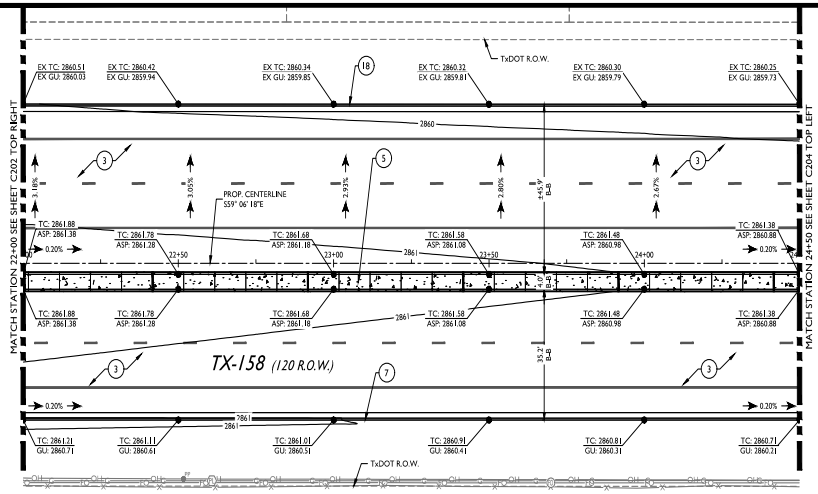
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ANDREW L. MELLEN
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PROFESSIONAL ENGINEER
10/19/2023

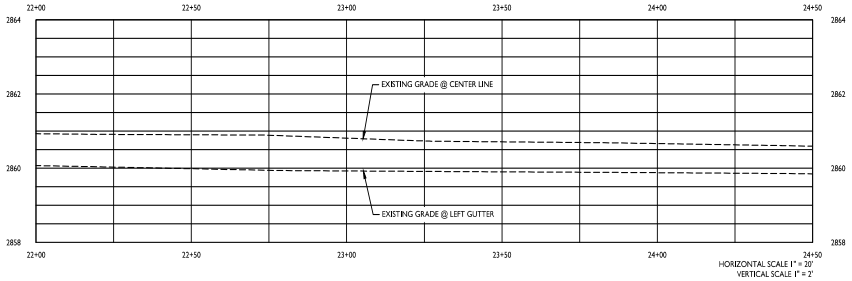
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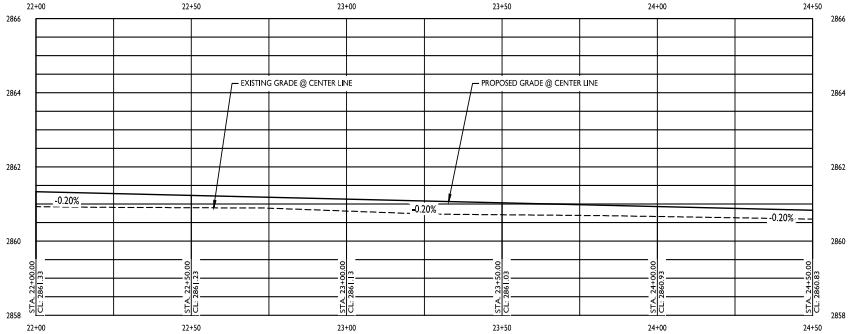
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PACKET 10.289 April 9, 2024

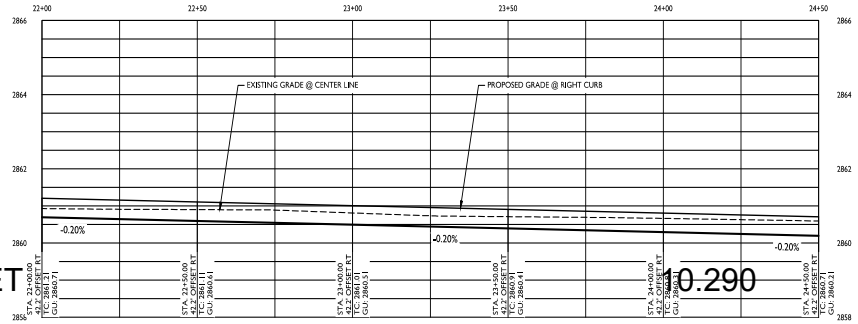




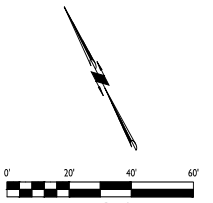
HORIZONTAL SCALE 1" = 20'
VERTICAL SCALE 1" = 2'



HORIZONTAL SCALE 1" = 20'
VERTICAL SCALE 1" = 2'



HORIZONTAL SCALE 1" = 20'
VERTICAL SCALE 1" = 2'



LEGEND

	DENOTES BENCHMARK
	DENOTES FOUND 1/2 IN IRON ROD
	DENOTES EXISTING HIGHWAY CONCRETE MONUMENT
PP	DENOTES EXISTING POWER POLE
UP	DENOTES EXISTING UTILITY POLE
	DENOTES EXISTING ROAD SIGN
	DENOTES EXISTING STOP SIGN
	DENOTES EXISTING ATMOS MARKER
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	DENOTES EXISTING CABLE BOX
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EX TC	DENOTES EXISTING TOP OF CURB GRADE
EX GU	DENOTES EXISTING GUTTER GRADE
EX CL	DENOTES EXISTING CENTER LINE GRADE
EX ASP	DENOTES EXISTING ASPHALT GRADE
EX GR	DENOTES EXISTING GRADE
TC	DENOTES TOP OF CURB GRADE
GU	DENOTES GUTTER GRADE
ASP	DENOTES ASPHALT GRADE
CL	DENOTES CENTER LINE GRADE
FL	DENOTES FLOW LINE GRADE

PAVING CONSTRUCTION NOTES:

TYP (1)

1. TX-158. CONSTRUCT PER ROAD CROSS SECTION "C" SEE SHEET C300.
2. TX-158. CONSTRUCT PER ROAD CROSS SECTION "A" SEE SHEET C300.
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5. TX-158. CONSTRUCT MEDIAN PER CROSS SECTION "E" SEE SHEET C301.
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17. SINCLARE AVE. CONSTRUCT PER ROAD CROSS SECTION "G" SEE SHEET C302.
18. CONSTRUCT STANDARD (RAISED LIP) TYPE "A" CURB PER CITY OF MIDLAND DESIGN AND CONSTRUCTION STANDARDS DETAIL No. 205 SEE SHEET C311. **ADJUST FACTOR TO MATCH EXISTING GRADES.**

CITY OF MIDLAND APPROVED 10.25.2023 ENGINEERING

The issuance or granting of this APPROVAL shall not be construed to be an authorization of any violation of any of the provisions of the City Code, of any City Ordinance, of the City Standard Details or Specifications, or of any other ordinance or adopted policy of the City of Midland jurisdiction. APPROVAL presuming to give authority to violate or cancel the provisions of of the City Code, of any City Ordinance, of the City Standard Details or Specifications, or of any other ordinance or adopted policy of the City of Midland jurisdiction shall not be valid. The issuance of this APPROVAL, based on the plans, specifications, and other data submitted to the Development Services Department shall not prevent the Director of Engineering Services Department from requiring the correction of errors in the plans, specifications, and other data, if the Development Services Department is authorized to stop construction on any of infrastructure where such infrastructure is in violation of the City Code, of any City Ordinance, of the City Standard Details or Specifications, or of the other ordinance or adopted policy of the City of Midland jurisdiction.

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ENGINEERING FIRM #: F-14459
SURVEY FIRM #: 10194514
Tel: (432) 262-0999 Fax: (432) 262-0989
www.Maverick-Eng.com

BY	APPR.	DATE

REVISIONS

DRAWN BY: -
CHECKED BY: ALM
APPROVED BY: ALM
DATE: 07/17/2023
Job: 220213

811 Know what's below. Call before you dig.

TX-158 P&P

THE STATE HIGHWAY 158 & SINCLARE AVENUE INTERSECTION IMPROVEMENT PROJECT
CITY OF MIDLAND, MIDLAND COUNTY, TEXAS.

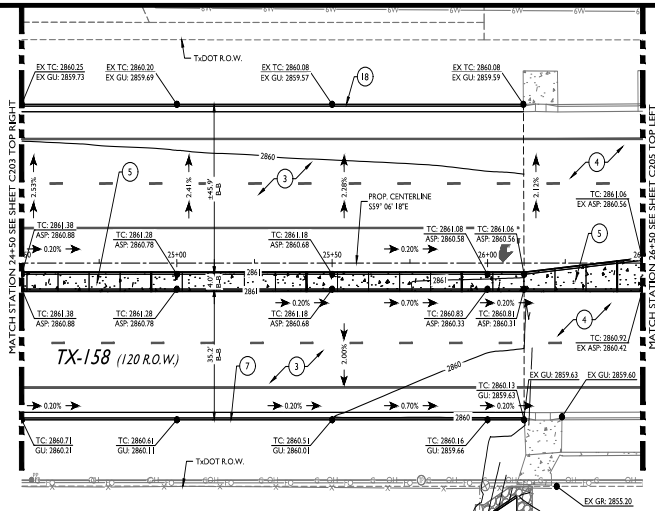
STATE OF TEXAS
ANDREW L. MELLEN
106572
LICENSED
PROFESSIONAL ENGINEER
10/19/2023

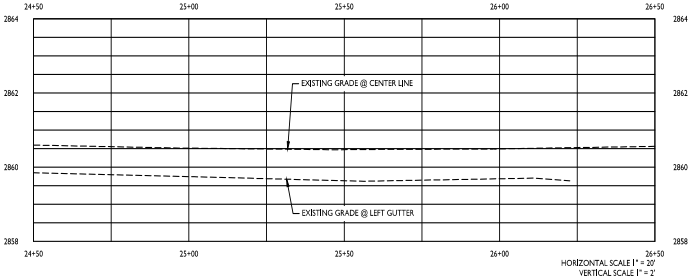
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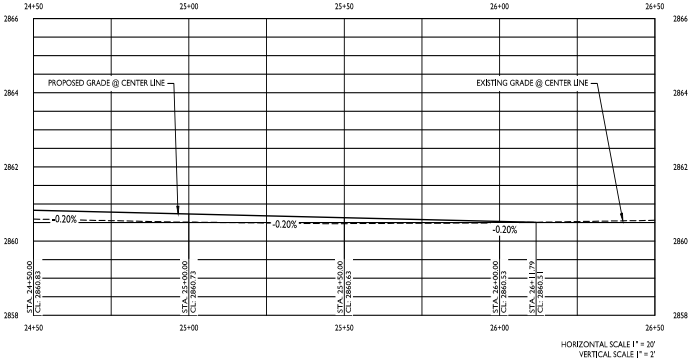
PACKET 0.290 APRIL 9, 2024

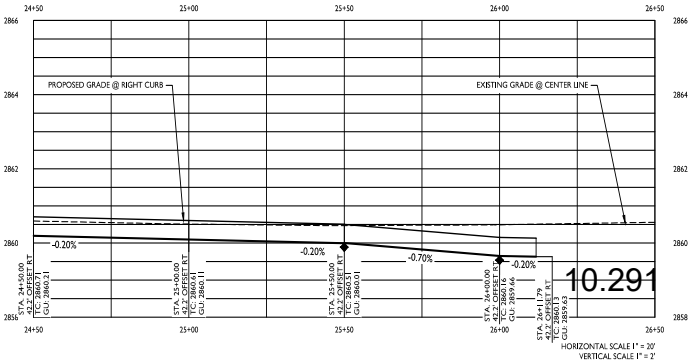
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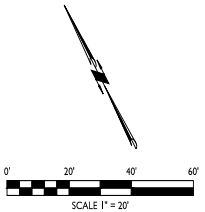
P:\2022\220213-CITY OF MIDLAND-HWY 158 & I 191 MEDIAN ADDITION\DRAWINGS\CIVIL CONSTRUCTION PLANS\PAVING & DRAINAGE CONSTRUCTION PLANS\220213 C203 TX-158 P&P.DWG











LEGEND

	DENOTES BENCHMARK
	DENOTES FOUND 1/2 IN IRON ROD
	DENOTES EXISTING HIGHWAY CONCRETE MONUMENT
PP	DENOTES EXISTING POWER POLE
UP	DENOTES EXISTING UTILITY POLE
	DENOTES EXISTING ROAD SIGN
	DENOTES EXISTING STOP SIGN
	DENOTES EXISTING ATMOS MARKER
	DENOTES EXISTING FIBER OPTIC MARKER
	DENOTES EXISTING TELEPHONE PEDESTAL
	DENOTES EXISTING MANHOLE
	DENOTES EXISTING WATER VALVE
	DENOTES EXISTING CABLE BOX
	DENOTES EXISTING CABLE MARKER
	DENOTES EXISTING PROPERTY LINE
	DENOTES EXISTING EASEMENT
X	DENOTES EXISTING FENCE
OH	DENOTES EXISTING OVERHEAD ELECTRIC LINE
G	DENOTES EXISTING ATMOS GAS LINE
FO	DENOTES EXISTING UNDERGROUND FIBER OPTIC LINE
6W	DENOTES EXISTING 6" WATER MAIN
16W	DENOTES EXISTING 16" WATER MAIN
30W	DENOTES EXISTING 30" WATER MAIN
8WW	DENOTES EXISTING 8" WASTE WATER MAIN
12WW	DENOTES EXISTING 12" WASTE WATER MAIN
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EX GU	DENOTES EXISTING GUTTER GRADE
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PAVING CONSTRUCTION NOTES:

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18. CONSTRUCT STANDARD (RAISED LIP) TYPE "A" CURB PER CITY OF MIDLAND DESIGN AND CONSTRUCTION STANDARDS DETAIL No. 205 SEE SHEET C311. **CONTRACTOR TO MATCH EXISTING GRADES.**

CITY OF MIDLAND APPROVED 10.25.2023 ENGINEERING

No review or posting of the attached shall be construed to be an authorization of any violation of any of the provisions of the City Code, or any City Ordinance, or the City Standard Details & Specifications, or of any other ordinance or adopted policy of the City of Midland. Permission is granted only to the extent that there is no visible or named the provisions of of the City Code, or any City Ordinance, of the City Standard Details & Specifications, or of the City of Midland policies. Any violation of these provisions or policies shall not be valid. The issuance of this affirmation, based on the construction drawings and other data submitted to the Engineering Division, shall not prevent the City Manager or any employee of the Various Department from requiring the correction of errors in the construction drawings and other data. The Director of Engineering is also authorized to prevent occupancy or access to any structure or 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.

PACKET 10.291

April 9, 2024

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SURVEY FIRM #: 10194514
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BY	APPR.	DATE

REVISIONS

DRAWN BY: .
CHECKED BY: ALM
APPROVED BY: ALM
DATE: 07/17/2023
JOB: 220213

Know what's below. Call before you dig.

TX-158 P&P

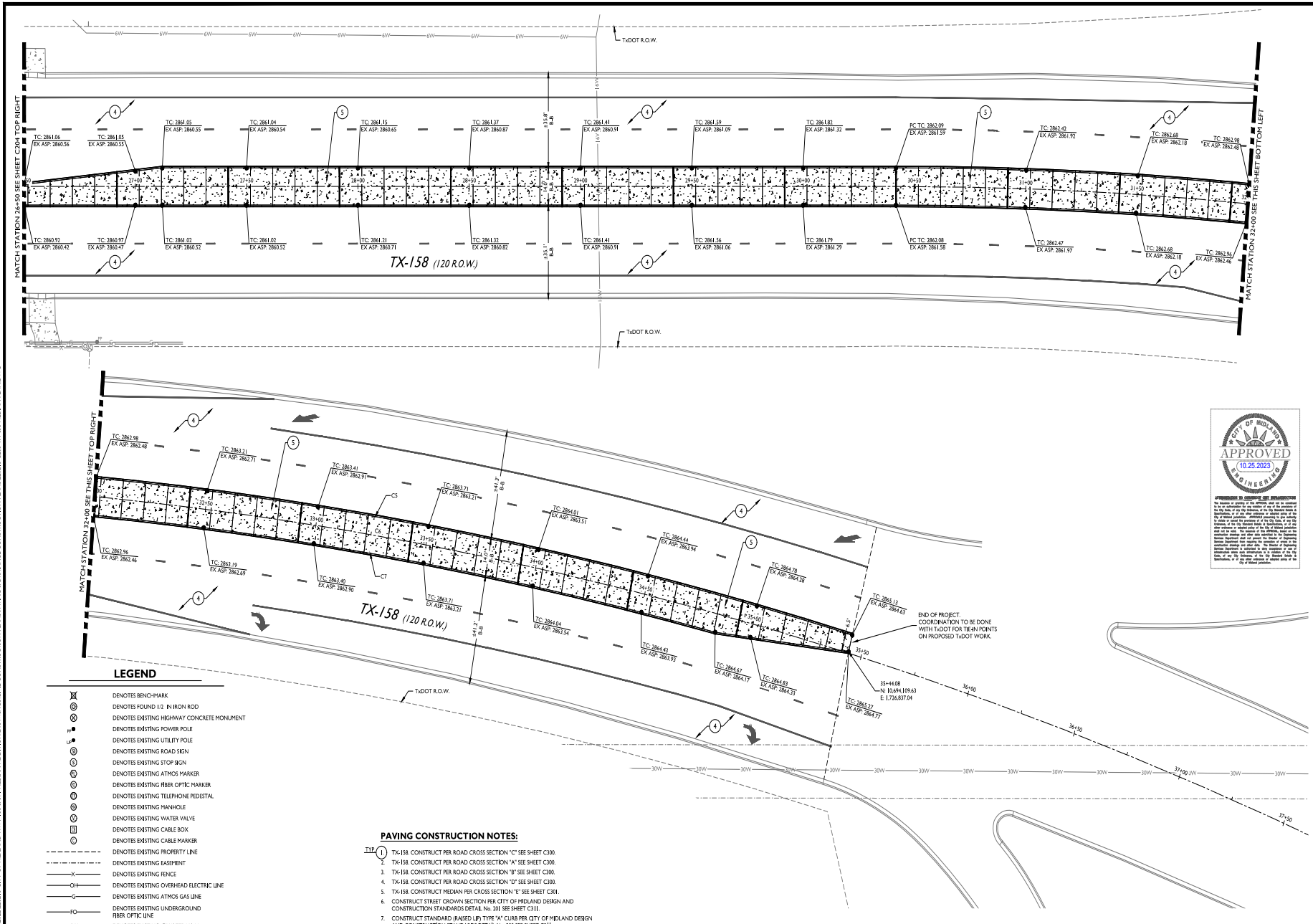
THE STATE HIGHWAY 158 & SINCLARE AVENUE INTERSECTION IMPROVEMENT PROJECT
CITY OF MIDLAND, MIDLAND COUNTY, TEXAS.

STATE OF TEXAS
ANDREW L. MELLEN
106572
LICENSED PROFESSIONAL ENGINEER
10/19/2023

SHEET C204 OF 31

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LEGEND

- DENOTES BENCHMARK
- DENOTES FOUND 1/2 IN IRON ROD
- DENOTES EXISTING HIGHWAY CONCRETE MONUMENT
- DENOTES EXISTING POWER POLE
- DENOTES EXISTING UTILITY POLE
- DENOTES EXISTING ROAD SIGN
- DENOTES EXISTING STOP SIGN
- DENOTES EXISTING ATMOS MARKER
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- DENOTES EXISTING WATER VALVE
- DENOTES EXISTING CABLE BOX
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- DENOTES EXISTING PROPERTY LINE
- DENOTES EXISTING EASEMENT
- X — DENOTES EXISTING FENCE
- OH — DENOTES EXISTING OVERHEAD ELECTRIC LINE
- G — DENOTES EXISTING ATMOS GAS LINE
- FO — DENOTES EXISTING UNDERGROUND FIBER OPTIC LINE
- 6W — DENOTES EXISTING 6" WATER MAIN
- 16W — DENOTES EXISTING 16" WATER MAIN
- 30W — DENOTES EXISTING 30" WATER MAIN
- 8WW — DENOTES EXISTING 8" WASTE WATER MAIN
- 12WW — DENOTES EXISTING 12" WASTE WATER MAIN
- EX TC — DENOTES EXISTING TOP OF CURB GRADE
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PAVING CONSTRUCTION NOTES:

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2. TX-158. CONSTRUCT PER ROAD CROSS SECTION "A" SEE SHEET C300.
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CURVE TABLE					
CURVE	ARC LENGTH	RADIUS	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C5	504.21'	1916.86'	502.76'	N 51° 37' 05" W	15°04'16"
C6	804.52'	1909.86'	798.58'	N 47° 05' 09" W	24°08'08"
C7	440.76'	1902.86'	439.78'	N 52° 31' 04" W	13°16'18"

PACKET

10.292

April 9, 2024

SCALE 1" = 20'

APPROVED 10.25.2023 ENGINEERING

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SURVEY FIRM #: 10194514
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www.Maverick-Eng.com

BY	APPR.	DATE

REVISIONS

DRAWN BY: .
CHECKED BY: ALM
APPROVED BY: ALM
DATE: 07/17/2023
JOB: 220213

Know what's below. Call before you dig.

TX-158 MEDIAN PLAN

THE STATE HIGHWAY 158 & SINCLARE AVENUE INTERSECTION IMPROVEMENT PROJECT

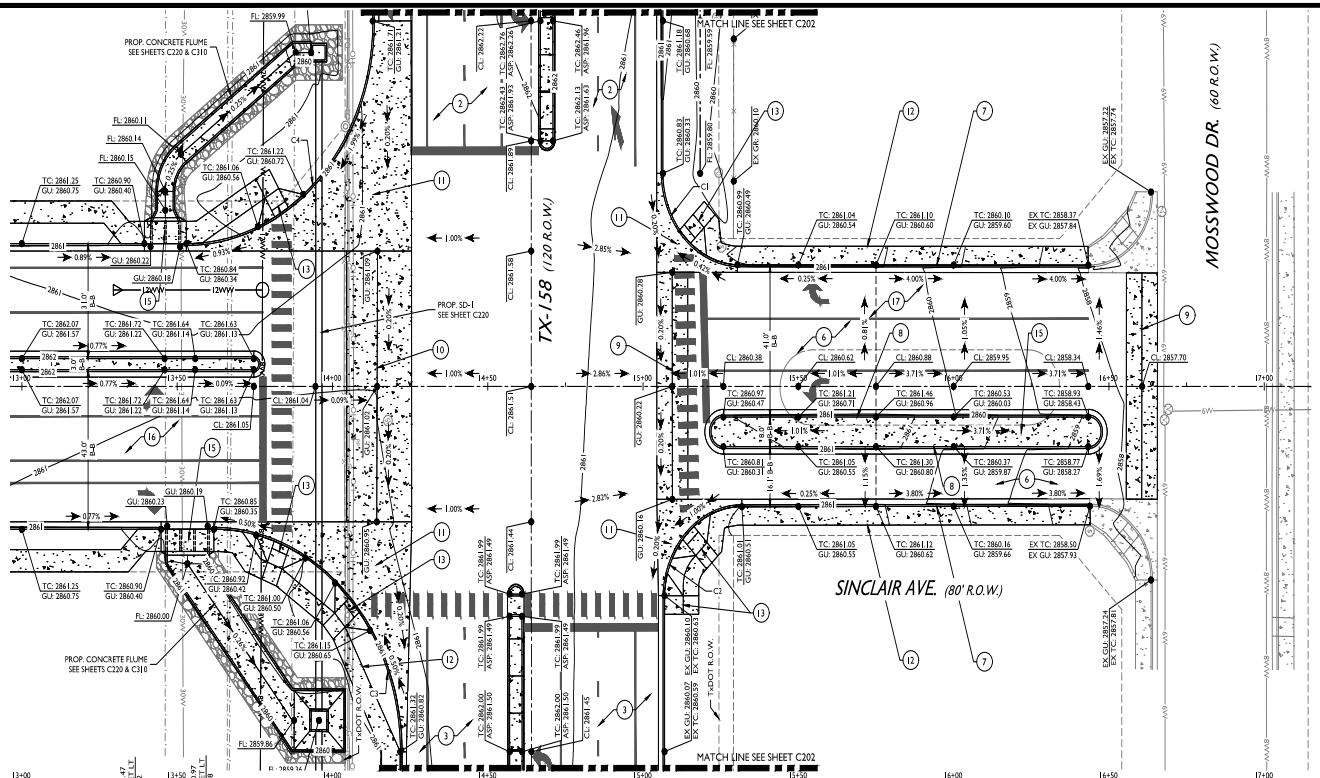
CITY OF MIDLAND, MIDLAND COUNTY, TEXAS.

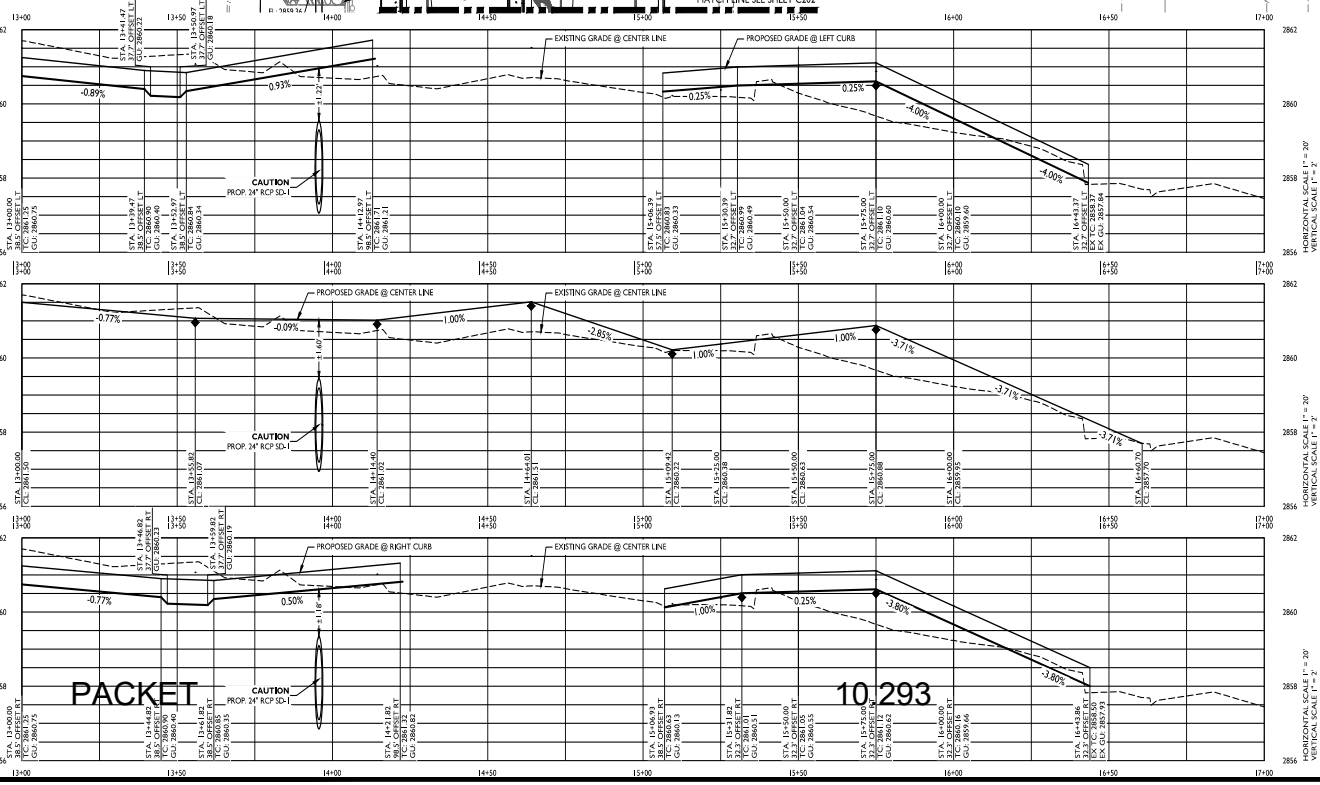
ANDREW L. MELLEN 106572 LICENSED PROFESSIONAL ENGINEER
10/19/2023

SHEET C205 OF 31

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LEGEND

	DENOTES BENCHMARK
	DENOTES FOUND 1/2 IN IRON ROD
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TYP

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CURVE TABLE

CURVE	ARC LENGTH	RADIUS	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C1	37.95'	25.00'	34.51'	N 76° 41' 22" E	87°00'25"
C2	38.21'	25.00'	34.60'	S 13° 03' 51" E	87°34'33"
C3	94.22'	60.00'	84.83'	S 75° 54' 28" W	89°58'28"
C4	94.27'	60.00'	84.87'	N 14° 05' 32" W	90°01'32"

APPROVED
CITY OF MIDLAND
10.25.2023
ENGINEERING

0' 20' 40' 60'
SCALE 1" = 20'

MAVERICK
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NO.	REVISIONS	BY	APPR.	DATE
1	-	-	-	-

DRAWN BY: -
CHECKED BY: ALM
APPROVED BY: ALM
DATE: 07/17/2023
JOB: 220213

Know what's below. Call before you dig.

SINCLAIR AVE. P&P

THE STATE HIGHWAY 158 & SINCLARE AVENUE INTERSECTION IMPROVEMENT PROJECT
CITY OF MIDLAND, MIDLAND COUNTY, TEXAS.

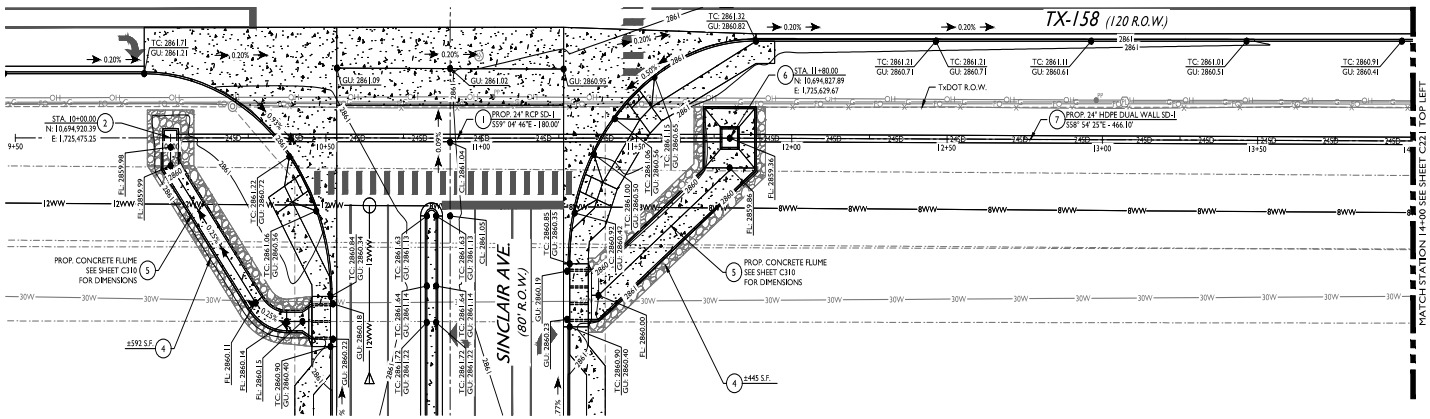
STATE OF TEXAS
ANDREW L. MELLEN
106572
LICENSED
PROFESSIONAL ENGINEER
10/19/2023

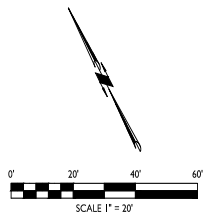
SHEET C210 OF 31

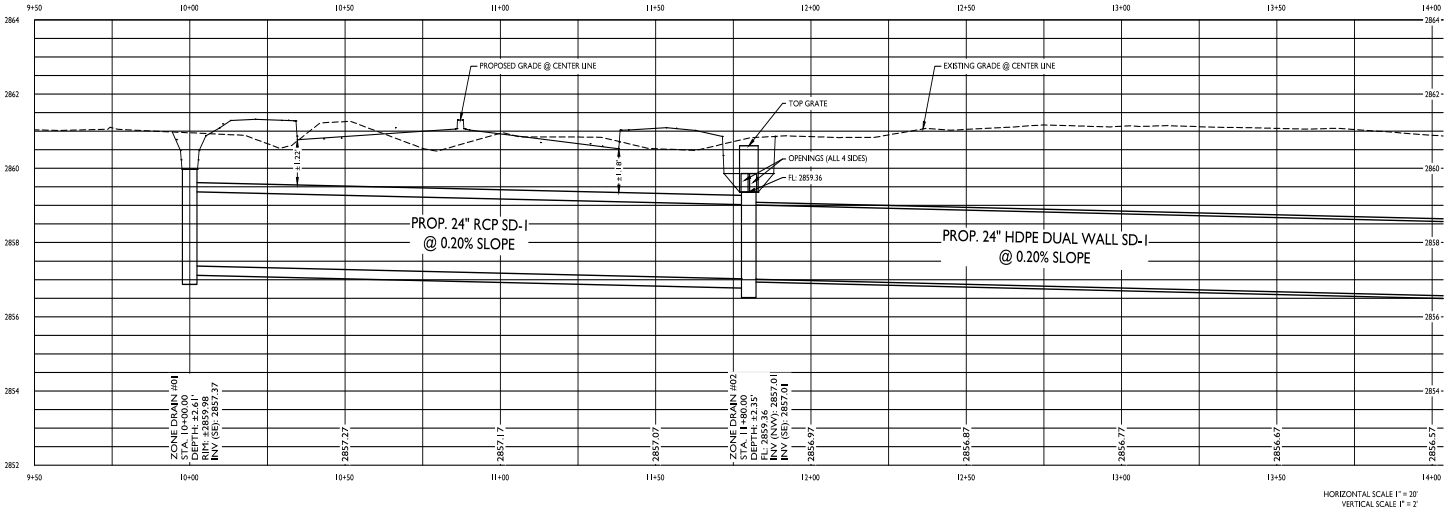
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PACKET 10 293 April 9, 2024







LEGEND

	DENOTES BENCHMARK
	DENOTES FOUND 1/2 IN IRON ROD
	DENOTES EXISTING HIGHWAY CONCRETE MONUMENT
	DENOTES EXISTING POWER POLE
	DENOTES EXISTING UTILITY POLE
	DENOTES EXISTING ROAD SIGN
	DENOTES EXISTING STOP SIGN
	DENOTES EXISTING ATMOS MARKER
	DENOTES EXISTING FIBER OPTIC MARKER
	DENOTES EXISTING TELEPHONE PEDESTAL
	DENOTES EXISTING MANHOLE
	DENOTES EXISTING WATER VALVE
	DENOTES EXISTING CABLE BOX
	DENOTES EXISTING CABLE MARKER
	DENOTES EXISTING PROPERTY LINE
	DENOTES EXISTING EASEMENT
-X-	DENOTES EXISTING FENCE
-OH-	DENOTES EXISTING OVERHEAD ELECTRIC LINE
-G-	DENOTES EXISTING ATMOS GAS LINE
-FO-	DENOTES EXISTING UNDERGROUND FIBER OPTIC LINE
-6W-	DENOTES EXISTING 6" WATER MAIN
-16W-	DENOTES EXISTING 16" WATER MAIN
-30W-	DENOTES EXISTING 30" WATER MAIN
-8WW-	DENOTES EXISTING 8" WASTE WATER MAIN
-12WW-	DENOTES EXISTING 12" WASTE WATER MAIN
EX TC	DENOTES EXISTING TOP OF CURB GRADE
EX GU	DENOTES EXISTING GUTTER GRADE
EX CL	DENOTES EXISTING CENTER LINE GRADE
EX ASP	DENOTES EXISTING ASPHALT GRADE
EX GR	DENOTES EXISTING GRADE
TC	DENOTES TOP OF CURB GRADE
GU	DENOTES GUTTER GRADE
ASP	DENOTES ASPHALT GRADE
CL	DENOTES CENTER LINE GRADE
FL	DENOTES FLOW LINE GRADE

STORM DRAIN CONSTRUCTION NOTES:

TYP. (1) INSTALL 24" DIAMETER STORM DRAIN AS SHOWN. RCP OR APPROVED EQUAL. LENGTH AND SLOPE OF PIPE SEGMENT PER PLANS. STORM LINE BEDDING SHALL CONFORM TO THE CITY OF MIDLAND DESIGN AND CONSTRUCTION STANDARDS DETAIL No. 310(A) AND 310(B) SEE SHEET C312.

2. INSTALL TxDOT PRECAST AREA ZONE DRAIN PAZD STYLE "FG" SIZE 5'x5' WITH TxDOT PRECAST BASE PB SEE SHEET C313.
3. CONSTRUCT CONCRETE HEADWALLS WITH FLARED WINGS FOR 0° SKEW PIPE CULVERTS PER DETAIL No. CH-HW-0 SEE SHEET C314.
4. INSTALL LOOSE RIP-RAP (BULL ROCK) OR APPROVED EQUAL, D_{50} = 8" (IN). AREA OF RIP-RAP PER PLAN. CONTRACTOR TO EXCAVATE 1' MINIMUM. INSTALL "DEWITT PRO 5" WEED BARRIER FABRIC OR APPROVED EQUAL AND BACKFILL WITH SAID RIP-RAP SO THAT TOP OF RIP-RAP IS EVEN WITH PROPOSED GRADE.
5. CONSTRUCT CONCRETE DRAINAGE FLUMES PER CITY OF MIDLAND DESIGN AND CONSTRUCTION STANDARDS DETAIL No. 403(A) AND 403(B).
6. INSTALL TxDOT PRECAST AREA ZONE DRAIN PAZD-CZ STYLE "FG" SIZE 5'x5' SEE SHEET C315 WITH TxDOT PRECAST BASE PB SEE SHEET C313.
7. INSTALL 24" DIAMETER STORM DRAIN AS SHOWN. HDPE ADSTM/N-12WT OR APPROVED EQUAL. LENGTH AND SLOPE OF PIPE SEGMENT PER PLANS. STORM LINE BEDDING SHALL CONFORM TO THE CITY OF MIDLAND DESIGN AND CONSTRUCTION STANDARDS DETAIL No. 310(A) AND 310(B) SEE SHEET C312.

APPROVED
CITY OF MIDLAND
ENGINEERING
10.25.2023
APPROVED TO CONSTRUCT CITY INFRASTRUCTURE
The issuance or granting of this APPROVAL shall not be construed to be a permit for, or an approval of any of the provisions of any City ordinance or standard. No permit presumed to give authority to violate or cancel the provisions of any City Code, or any City ordinance or standard. No permit presumed to give authority to violate or cancel the provisions of any City or State law regulating construction or the performance of construction. Other ordinances or standard parts of the City of Midland may apply and must be met. The issuance of this APPROVAL based on the construction drawings and other data submitted to the Engineering Division - Development Services Section, and the review of such Engineering Division - Development Services Section does not relieve the engineer of record or the construction drawings and other data. The Director of Engineering Division - Development Services Section shall not be liable for any construction errors made in infrastructure in or violation of the City Code, of any City Ordinance, or the City Standard Details & Specifications, or of any other law or ordinance within the jurisdiction of the City of Midland jurisdiction.

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APPROVED BY: ALH
DATE: 07/17/2023
JOB: 220213

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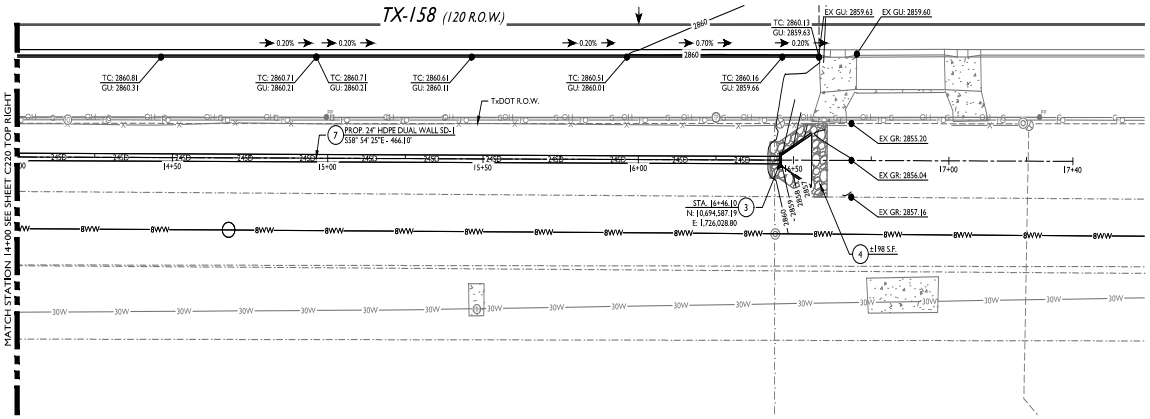
SD-1 P&P

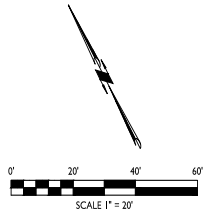
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CITY OF MIDLAND, MIDLAND COUNTY, TEXAS.

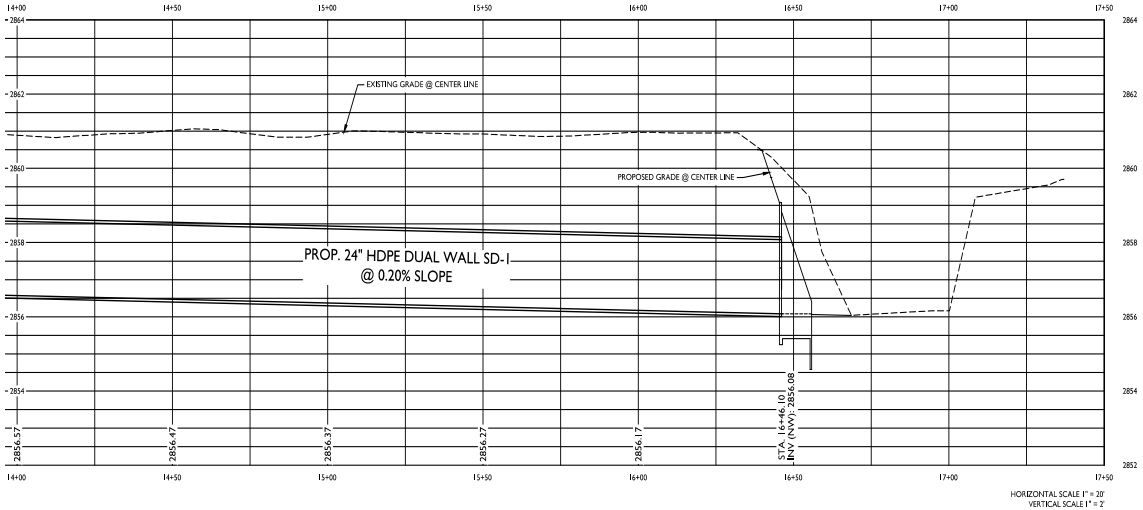
STATE OF TEXAS
ANDREW L. MELLEN
106572
LICENSED PROFESSIONAL ENGINEER
10/19/2023

SHEET C220 OF 31

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LEGEND

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	DENOTES FOUND 1/2 IN IRON ROD
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	DENOTES EXISTING UTILITY POLE
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DATE: 07/17/2023
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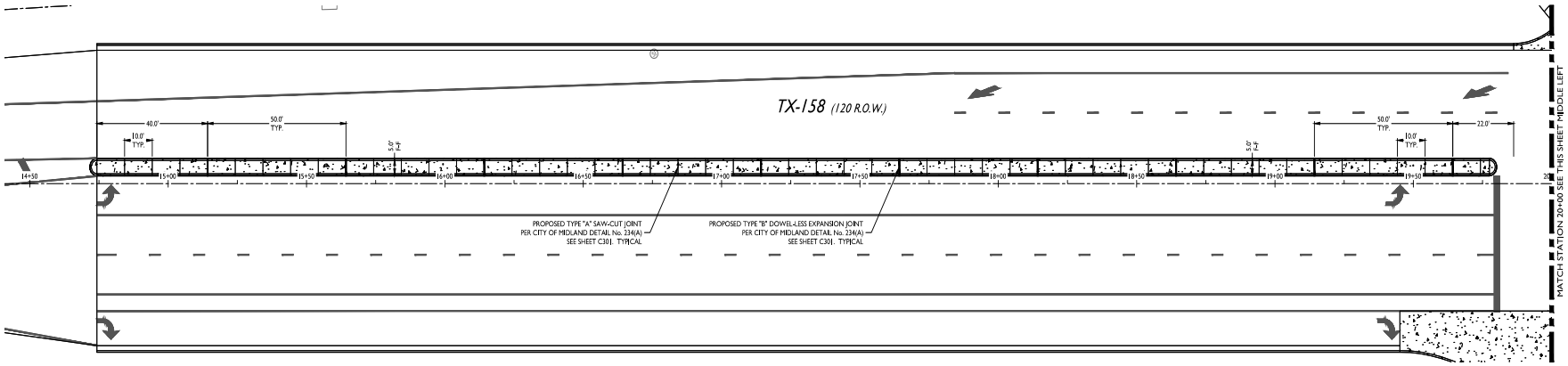
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CITY OF MIDLAND, MIDLAND COUNTY, TEXAS.

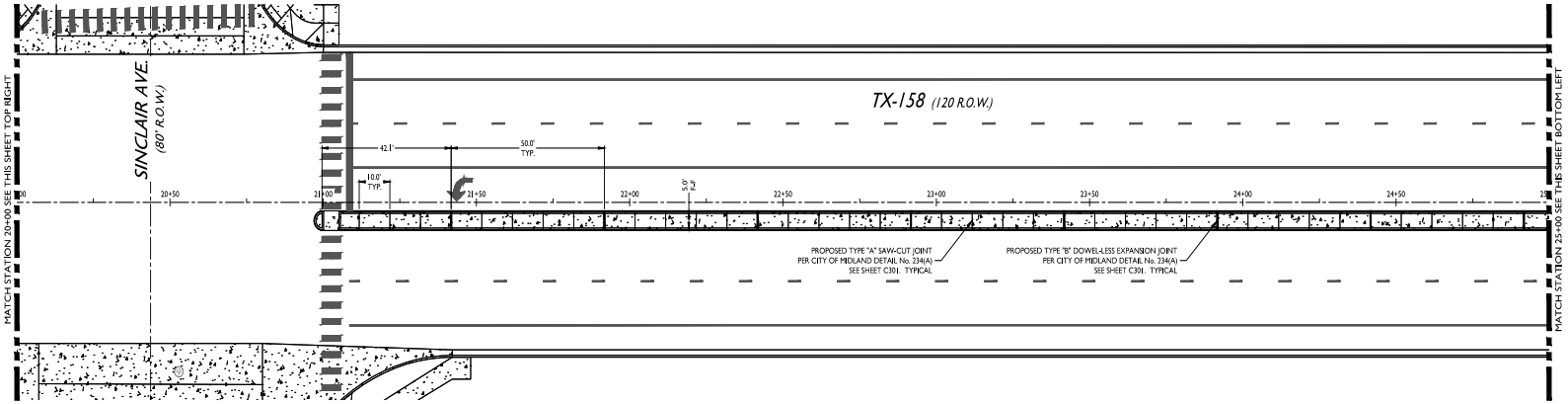
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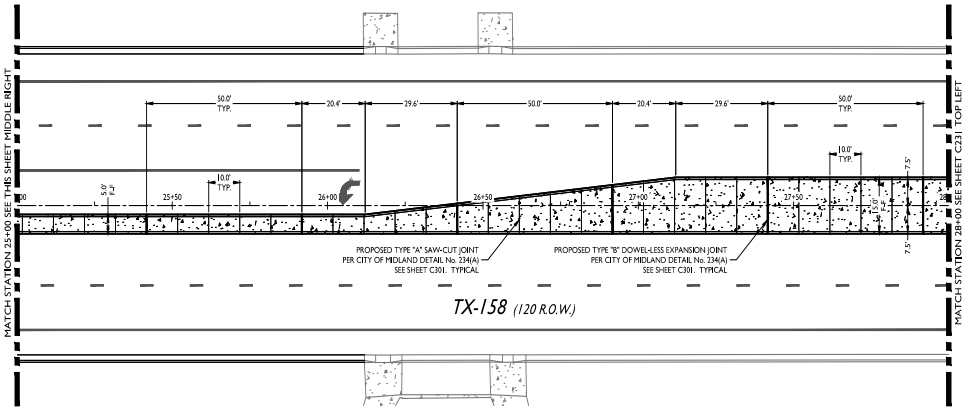
STATE OF TEXAS ANDREW L. MELLEN 106572 LICENSED PROFESSIONAL ENGINEER 10/19/2023

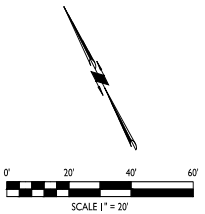
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TX-158 MEDIAN JOINTING PLAN

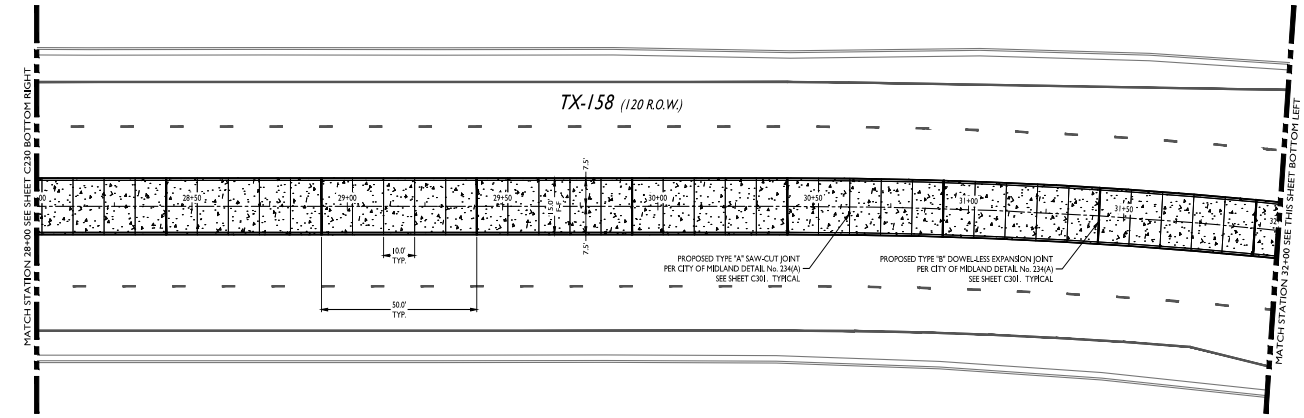
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CITY OF MIDLAND, MIDLAND COUNTY, TEXAS.

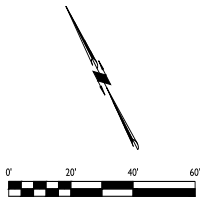
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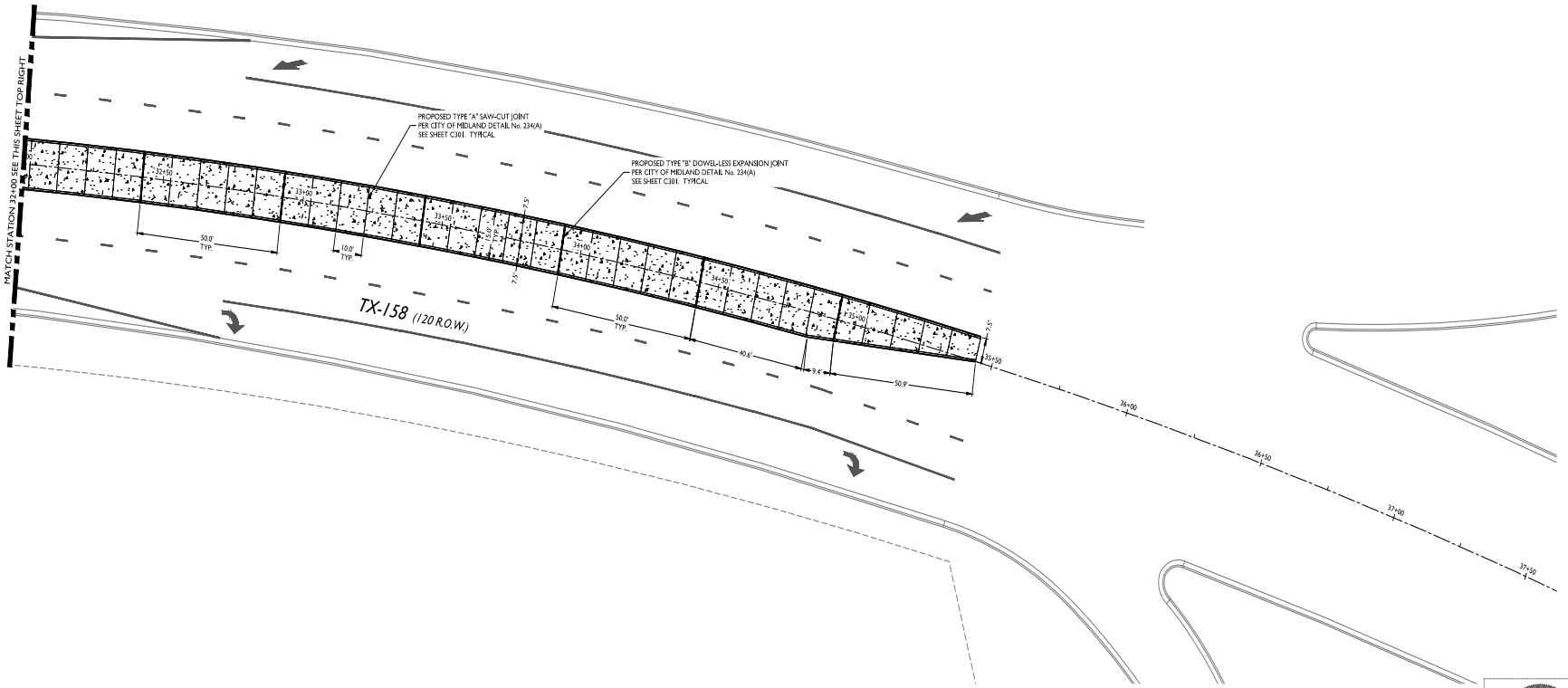
STATE OF TEXAS ANDREW L. MELLEN 106572 LICENSED PROFESSIONAL ENGINEER 10/19/2023

SHEET C230 OF 31

PACKET 10.296 April 9, 2024







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NO.	REVISIONS	BY	APPR.	DATE

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CHECKED BY: ALH
APPROVED BY: ALH
DATE: 07/17/2023
JOB: 220213

Know what's below. Call before you dig.

TX-158 MEDIAN JOINTING PLAN

THE STATE HIGHWAY 158 & SINCLARE AVENUE INTERSECTION IMPROVEMENT PROJECT

CITY OF MIDLAND, MIDLAND COUNTY, TEXAS.

APPROVED 10.25.2023 CITY OF MIDLAND ENGINEERING

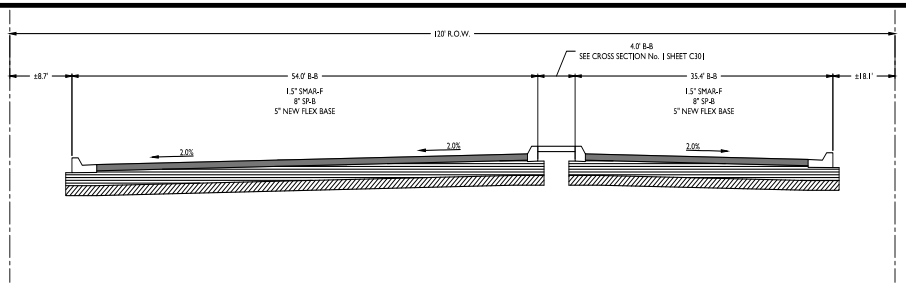
STATE OF TEXAS
ANDREW L. MELLEN
106572
LICENSED PROFESSIONAL ENGINEER
10/19/2023

SHEET C231 OF 31

PACKET 10.297 April 9, 2024

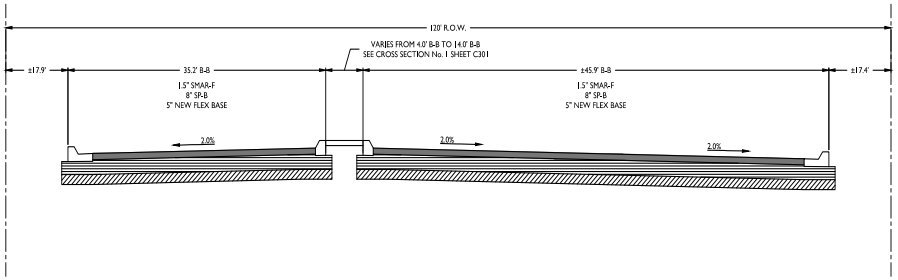
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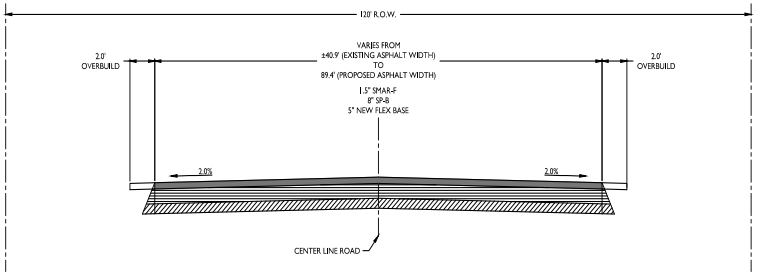
A **TX-158 CROSS SECTION A** NOT TO SCALE

FROM STA. 14+74.23 TO STA. 19+86.23



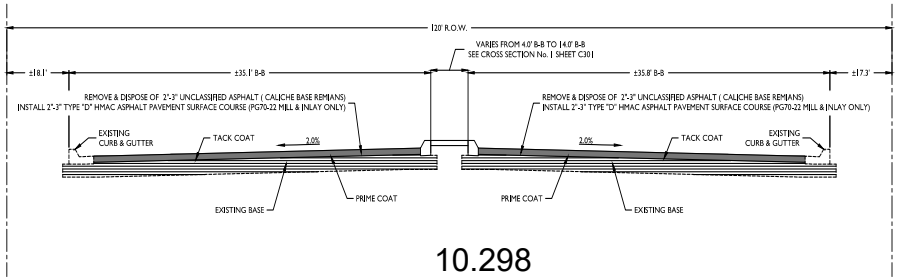
B **TX-158 CROSS SECTION B** NOT TO SCALE

FROM STA. 21+00.11 TO STA. 26+11.79



C **TX-158 CROSS SECTION C** NOT TO SCALE

FROM STA. 12+50.00 TO STA. 14+74.23



D **TX-158 CROSS SECTION D (MILL & INLAY)** NOT TO SCALE

FROM STA. 26+11.79 TO STA. 35+44.08

P:\2022\220213-CITY OF MIDLAND-HWY 158 & 191 MEDIAN ADDITION\DRAWINGS\CIVIL CONSTRUCTION PLANS\PAVING & DRAINAGE CONSTRUCTION PLANS\220213 C300 PAVING SECTIONS.DWG

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CHECKED BY: ALH
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PAVING SECTIONS

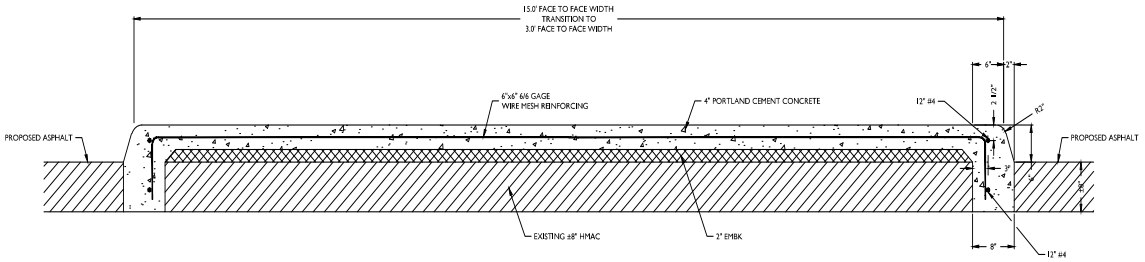
THE STATE HIGHWAY 158 & SINCLARE AVENUE INTERSECTION IMPROVEMENT PROJECT
CITY OF MIDLAND, MIDLAND COUNTY, TEXAS.

CITY OF MIDLAND APPROVED AS NOTED 10.25.2023 ENGINEERING

STATE OF TEXAS ANDREW L. MELLEN 106572 LICENSED PROFESSIONAL ENGINEER 10/19/2023

SHEET C300 OF 31

PACKET 10.298 April 9, 2024



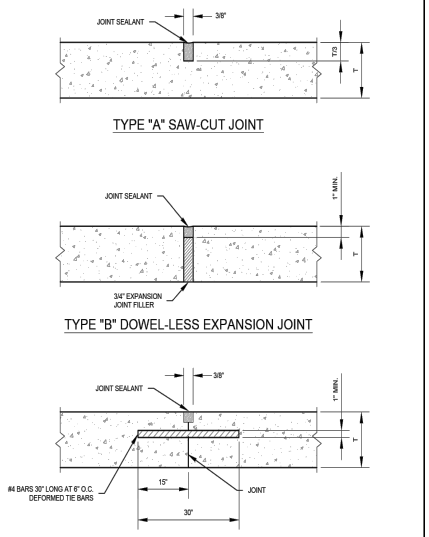
NOTES:

- WHERE NOT SPECIFIED ELSEWHERE, CONCRETE IS TO HAVE THE FOLLOWING PROPERTIES;
  - 3,600 PSI COMPRESSIVE STRENGTH @ 28 DAYS.
  - COARSE AGGREGATE IS TO BE ASTM C33, GRADE NO. 67 COMPLIANT.
  - CEMENT IS TO BE ASTM C150 TYPE I, II, OR II, COMPLIANT.
- REINFORCE WITH #4 BARS @ 18" O.C.E.W.
- CONCRETE IS TO BE PLACED IN ACCORDANCE WITH TXDOT ITEM 421.

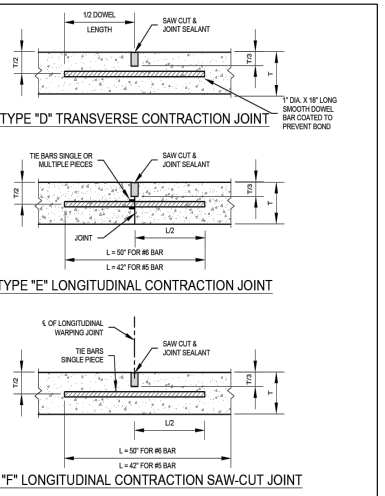
(E) TX -158 MEDIAN CROSS SECTION E

FROM STA. 26+11.79 TO STA. 35+44.08

NOT TO SCALE



DRAWN: DPM	CHECKED: JCF	APPROVED: MCC	
MIDLAND Engineering Services	EFFECTIVE DATE: 10/01/2018	SCALE: NTS	DETAIL:
	TYPICAL CONCRETE JOINTS		234(A)



NOTES:

1. JOINTING , DOWEL, AND TIE BAR DESIGN REQUIREMENTS ARE SUBJECT TO CHANGE FOR ARTERIAL OR HIGHER CLASSIFICATION ROADS IF DEEMED NECESSARY BY THE CITY ENGINEER.
2. TYPICAL CONCRETE PAVEMENT JOINT SPACING IS TO BE NO LESS THAN 10' X 10' AND NO MORE THAT 15' X 15'.
3. DOWELS ARE TO BE SPACED AT 12" INTERVALS WITH MINIMUM 18" SEPARATION FROM PARALLEL JOINTS OR EDGES OF PAVEMENT.
4. TIE BARS ARE TO BE SET AT 24" INTERVALS WITH MINIMUM 18" SEPARATION FROM PARALLEL JOINTS OR EDGES OF PAVEMENT.
5. ALL JOINT SEALANT TO BE TxDOT DMS-6310 SL-2 OR APPROVED EQUAL.
6. MATERIALS AND CONSTRUCTION METHODS TO CONFORM TO CITY OF MIDLAND STANDARDS AND SPECIFICATIONS.
7. CONSTRUCT AS SHOWN UNLESS OTHERWISE APPROVED IN WRITING BY THE CITY ENGINEER.

DRAWN: DPM	CHECKED: JCF	APPROVED: MCC	
MIDLAND Engineering Services	EFFECTIVE DATE: 10/01/2018	SCALE: NTS	DETAIL:
	TYPICAL CONCRETE JOINTS		234(B)

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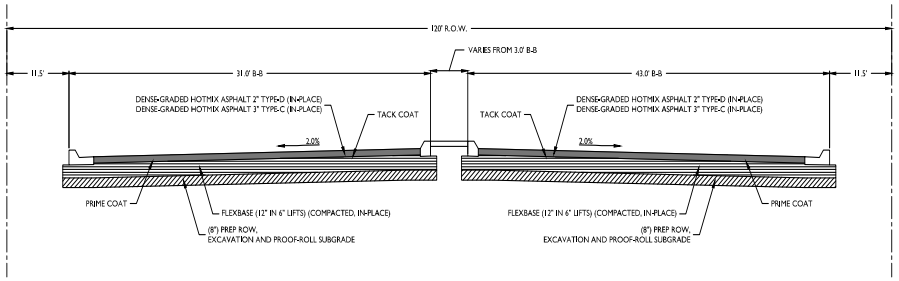
THE STATE HIGHWAY 158 & SINCLARE AVENUE INTERSECTION IMPROVEMENT PROJECT
CITY OF MIDLAND, MIDLAND COUNTY, TEXAS.

CITY OF MIDLAND APPROVED 10.25.2023 ENGINEERING

STATE OF TEXAS ANDREW L. MELLEN 106572 LICENSED PROFESSIONAL ENGINEER 10/17/2023

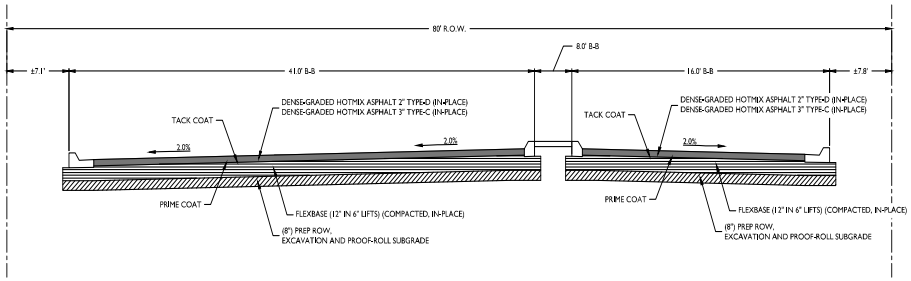
SHEET C301 OF 31

PACKET 10.299 April 9, 2024



F SINCLAIR AVE. CROSS SECTION F NOT TO SCALE

FROM STA. 13+52.97 TO STA. 13+76.18



G SINCLAIR AVE. CROSS SECTION G NOT TO SCALE

FROM STA. 15+21.87 TO STA. 16+47.36

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P:\2022\2202113-CITY OF MIDLAND-HWY 158 & I-191 MEDIAN ADDITION\DRAWINGS\CIVIL CONSTRUCTION PLANS\PAVING & DRAINAGE CONSTRUCTION PLANS\202113 C302 PAVING SECTIONS.DWG

MAVERICK
ENGINEERING / SURVEY / WATER RESOURCES
1909 W. Wall St., Ste. "K" Midland, TX 79701
ENGINEER FIRM #: F-14080
SURVEY FIRM #: 10194514
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www.Maverick-Eng.com

BY	APPR.	DATE

REVISIONS

DRAWN BY: -
CHECKED BY: ALM
APPROVED BY: ALM
DATE: 07/17/2023
Job: 220213

811 Know what's below. Call before you dig.

PAVING SECTIONS

THE STATE HIGHWAY 158 & SINCLARE AVENUE INTERSECTION IMPROVEMENT PROJECT
CITY OF MIDLAND, MIDLAND COUNTY, TEXAS.

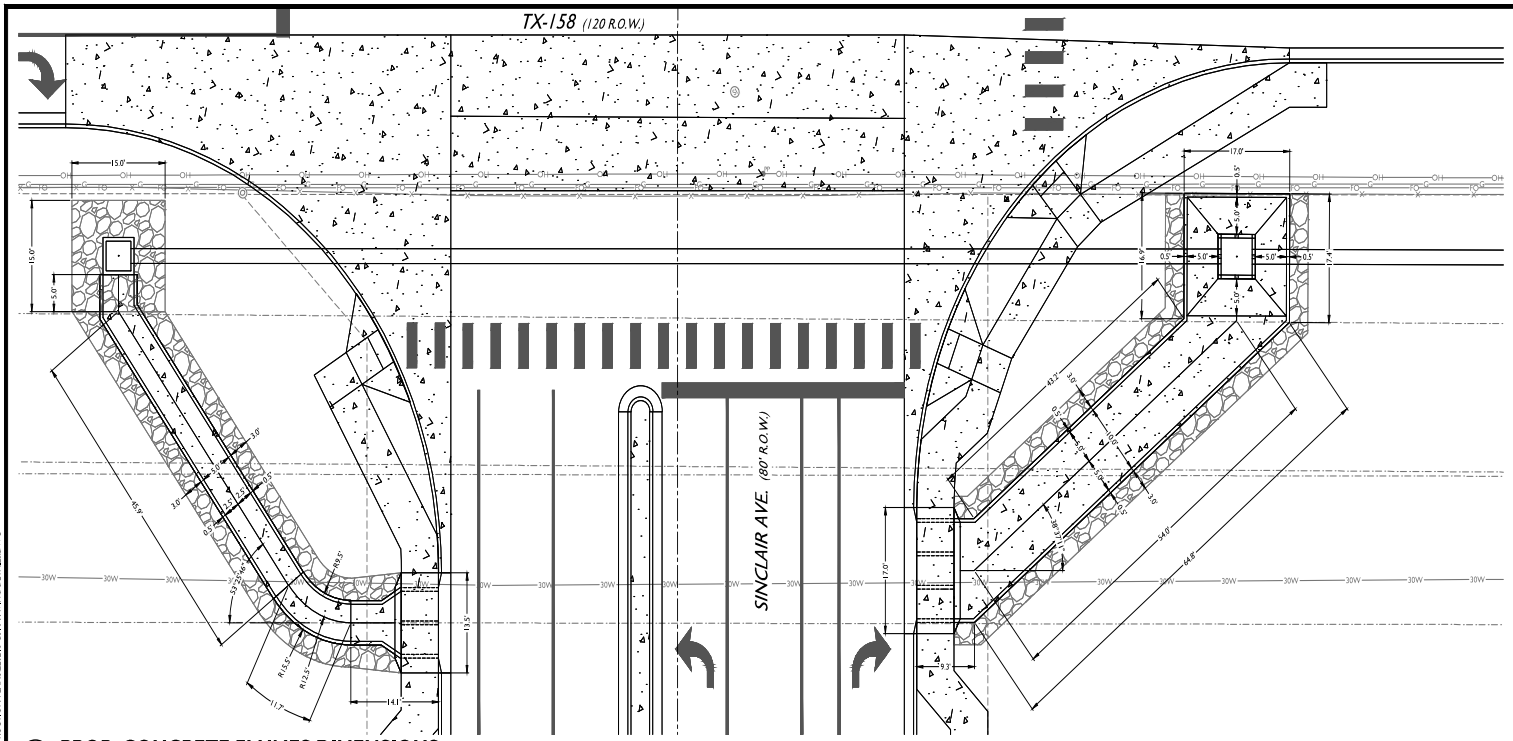
CITY OF MIDLAND APPROVED ENGINEERING 10.25.2023

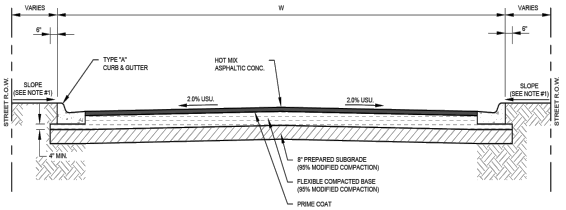
ATTENTION IS DIRECTED TO DIRECTIVE CDT 2018-0001(DC)

The issuance or granting of this APPROVAL shall not be construed to be a permit for, or an approval of, any part of the provisions of any City Ordinance or of any other law or regulation governing or pertaining to any work authorized to be done by this APPROVAL, and shall not prevent the City from requiring or securing a later correction thereof in the event that the same shall be found to be in violation of any City Ordinance or any other law or regulation governing or pertaining to such work. The issuance of this APPROVAL based on the construction drawings and other data submitted to the Engineering Division-Land Development Section shall not prevent the Engineering Division-Land Development Section from requiring the correction of errors in the construction drawings and other data. The Director of Engineering Division-Land Development Section is authorized to enforce all ordinances of the City of Midland applicable to the construction of streets and infrastructure where such infrastructure is in violation of the Code of the City Ordinances, of the City Standard Details & Specifications, or of any other law or regulation governing or pertaining to such work in the City of Midland jurisdiction.

ANDREW L. MELLEN 106572 LICENSED PROFESSIONAL ENGINEER
10/17/2023

SHEET C302 OF 31


TX-158 (120 R.O.W.)
SINCLAIR AVE. (80' R.O.W.)
15.0'
15.0'
5.0'
17.0'
5.5'
5.0'
5.0'
5.0'
0.5'
5.0'
0.5'
16.9'
12.4'
43.2'
3.5'
5.0'
5.0'
5.0'
3.0'
0.5'
39.7'
14.0'
44.8'
17.0'
9.2'
40.9'
3.0'
3.5'
5.0'
0.5'
3.0'
5.0'
0.5'
3.0'
5.0'
0.5'
3.0



STREET DIMENSIONS			
W (FT)	ASPHALT THICKNESS (IN)	FLEXIBLE COMPACTED BASE THICKNESS (IN)	ASPHALT TYPE
*37	2D	8	TYPE "D"
*41	2D	8	
47	2D & 2C	8	TYPE "D" OVER TYPE "C"
77	2D & 2C	12	
79	2D & 2C	12	
113	2D & 2C	12	

TABLE THICKNESSES SHOWN ARE THE MINIMUM UNLESS OTHERWISE DIRECTED BY THE PLANS.

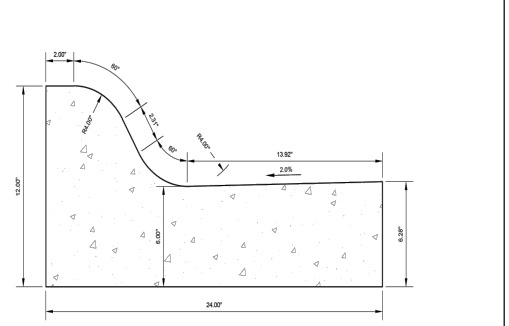
* REGARDLESS OF WIDTH, ROADS CLASSIFIED AS COLLECTOR ROADS MUST HAVE 2" TYPE "D" OVER 2" TYPE "C" ASPHALT WITH 8" BASE AND ROADS CLASSIFIED AS ARTERIAL ROADS MUST HAVE 2" TYPE "D" OVER 3" TYPE "C" ASPHALT WITH 12" BASE.

NOTES:

1. THE MAXIMUM SLOPE OF 1/4" / FT TO BE MEASURED FROM THE TOP OF CURB AND TO APPLY TO THE FULL WIDTH OF THE AREA BETWEEN THE BACK OF CURB AND THE R.O.W.
2. FLEXIBLE COMPACTED BASE TO BE PLACED IN LIFTS NO THICKER THAN 9".
3. WHEN MULTIPLE LAYERS OF ASPHALT ARE PLACED A TACK COAT MUST BE PLACED BETWEEN EACH PAIR OF ASPHALT LAYERS.
4. APPLY TACK COAT TO ALL CONCRETE SURFACES ADJACENT TO ASPHALT SURFACES AND TO ALL EXISTING ASPHALT SURFACES ADJACENT TO NEW ASPHALT SURFACES.
5. MATERIALS AND CONSTRUCTION METHODS TO CONFORM TO THE CITY OF MIDLAND STANDARDS AND SPECIFICATIONS.
6. CONSTRUCT AS SHOWN UNLESS OTHERWISE APPROVED IN WRITING BY THE CITY ENGINEER.

MIDLAND Engineering Services | DRAWN: DPM | CHECKED: JCF | APPROVED: MCC | EFFECTIVE DATE: 10/01/2018 | SCALE: | DETAIL: 201

STANDARD STREET CROWN CROSS SECTION

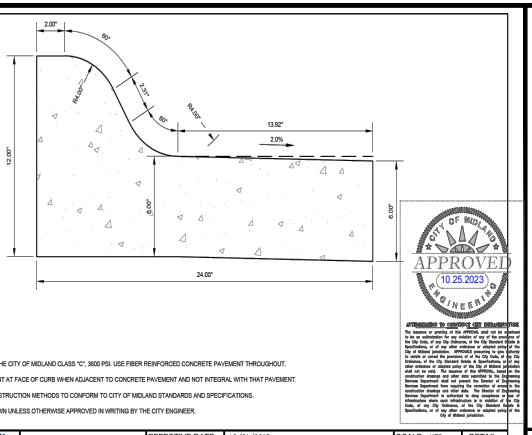


NOTES:

1. CONCRETE TO BE CITY OF MIDLAND CLASS "C", 3600 PSI. USE FIBER REINFORCED CONCRETE PAVEMENT THROUGHOUT.
2. SEAL CONCRETE JOINT AT FACE OF CURB WHEN ADJACENT TO CONCRETE PAVEMENT AND NOT INTEGRAL WITH THAT PAVEMENT.
3. MATERIALS AND CONSTRUCTION METHODS TO CONFORM TO CITY OF MIDLAND STANDARDS AND SPECIFICATIONS.
4. CONSTRUCT AS SHOWN UNLESS OTHERWISE APPROVED IN WRITING BY THE CITY ENGINEER.

MIDLAND Engineering Services | DRAWN: DPM | CHECKED: JCF | APPROVED: MCC | EFFECTIVE DATE: 10/01/2018 | SCALE: NTS | DETAIL: 205

TYPE A STANDARD CURB AND GUTTER



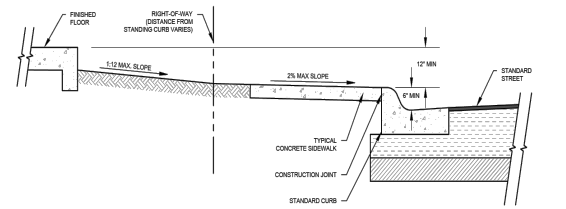
NOTES:

1. CONCRETE WILL BE THE CITY OF MIDLAND CLASS "C", 3600 PSI. USE FIBER REINFORCED CONCRETE PAVEMENT THROUGHOUT.
2. SEAL CONCRETE JOINT AT FACE OF CURB WHEN ADJACENT TO CONCRETE PAVEMENT AND NOT INTEGRAL WITH THAT PAVEMENT.
3. MATERIALS AND CONSTRUCTION METHODS TO CONFORM TO CITY OF MIDLAND STANDARDS AND SPECIFICATIONS.
4. CONSTRUCT AS SHOWN UNLESS OTHERWISE APPROVED IN WRITING BY THE CITY ENGINEER.

APPROVED 10.25.2023 CITY OF MIDLAND ENGINEERING

MIDLAND Engineering Services | DRAWN: DPM | CHECKED: JCF | APPROVED: MCC | EFFECTIVE DATE: 10/01/2018 | SCALE: NTS | DETAIL: 207

TYPE C INVERT CURB AND GUTTER

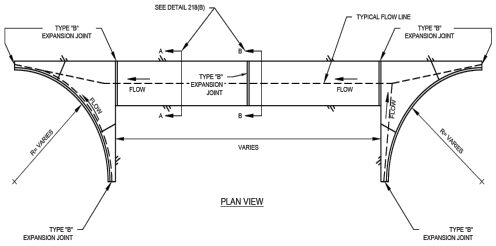


NOTES:

1. THE FINISHED FLOOR ELEVATION OF ANY BUILDING TO BE MINIMUM 12" ABOVE TOP OF CURB.
2. MATERIALS AND CONSTRUCTION METHODS TO CONFORM TO THE CITY OF MIDLAND STANDARDS AND SPECIFICATIONS.
3. CONSTRUCT AS SHOWN UNLESS OTHERWISE APPROVED IN WRITING BY THE CITY ENGINEER.

MIDLAND Engineering Services | DRAWN: DPM | CHECKED: JCF | APPROVED: MCC | EFFECTIVE DATE: 10/01/2018 | SCALE: NTS | DETAIL: 216

TYPICAL CURB, SIDEWALK, AND LOT CONFIGURATION

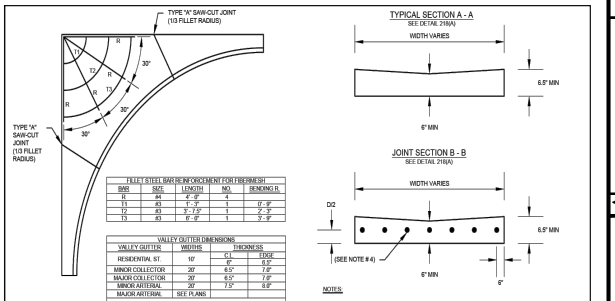


NOTES:

1. CONCRETE TO BE CITY OF MIDLAND CLASS "C", 3600 PSI. USE FIBER REINFORCED CONCRETE PAVEMENT THROUGHOUT.
2. CONCRETE FILLET AREA TO BE PLACED WITH INTEGRAL CURB.
3. SEAL ALL CONCRETE JOINTS.
4. MATERIALS AND CONSTRUCTION METHODS TO CONFORM TO CITY OF MIDLAND STANDARDS AND SPECIFICATIONS.
5. CONSTRUCT AS SHOWN UNLESS OTHERWISE APPROVED IN WRITING BY THE CITY ENGINEER.

MIDLAND Engineering Services | DRAWN: DPM | CHECKED: JCF | APPROVED: MCC | EFFECTIVE DATE: 10/01/2018 | SCALE: NTS | DETAIL: 218(A)

FILLET AND VALLEY GUTTER



FILLET STEEL BAR REINFORCEMENT FOR FEBRIMESH

BAR	SIZE	LENGTH	NO.	BENDING R.
R	#4	4'-8"	4	
T1	#3	1'-7"	1	0'-9"
T2	#3	3'-7.5"	1	2'-3"
T3	#3	6'-8"	1	5'-6"

VALLEY GUTTER DIMENSIONS

VALLEY GUTTER	WIDTHS		THICKNESS
		G.L.	EDGE
RESIDENTIAL ST.	16'	8"	6.5"
MINOR COLLECTOR	20'	8.5"	7.5"
MAJOR COLLECTOR	24'	8.5"	7.5"
MINOR ARTERIAL	20'	7.5"	6.5"
MAJOR ARTERIAL	SEE PLANS		

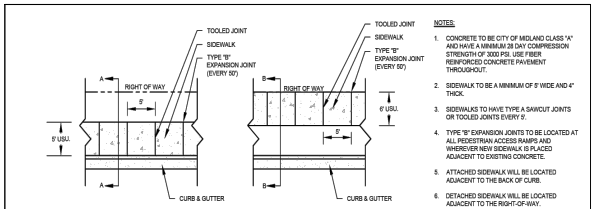
VALLEY GUTTER WIDTH BASED ON CATEGORY OF STREET BEING CROSSED

FILLET DIMENSIONS

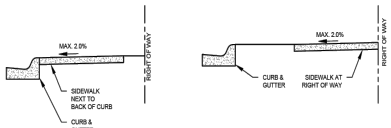
BACK OF CURB	FILLET AREAS (SF)			CURB LENGTH
RADIUS	COMPUTING R.	AREA S.F.	AREA S.Y.	L.F.
8	10	21.46	2.38	12.56
12	14	42.06	4.67	18.85
13	15	50.01	5.89	25.95
16	20	85.84	9.54	26.27
20	22	103.06	11.54	31.42
25	27	156.44	17.38	39.27
30	32	219.75	24.42	47.12
35	37	293.79	32.64	54.98
40	42	378.56	42.06	62.83
45	47	474.06	52.67	70.69
50	52	580.28	64.48	78.54

MIDLAND Engineering Services | DRAWN: DPM | CHECKED: JCF | APPROVED: MCC | EFFECTIVE DATE: 10/01/2018 | SCALE: NTS | DETAIL: 218(B)

FILLET AND VALLEY GUTTER



ATTACHED SIDEWALK PLACEMENT



SECTION A - A

DETACHED SIDEWALK PLACEMENT

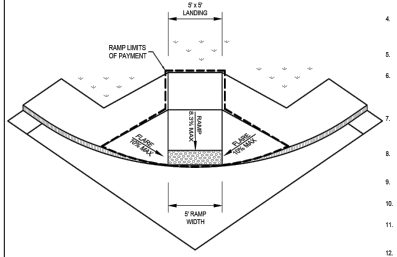
SECTION B - B

NOTES:

1. CONCRETE TO BE CITY OF MIDLAND CLASS "A" AND HAVE A MINIMUM 28 DAY COMPRESSION STRENGTH OF 3000 PSI. USE FIBER REINFORCED CONCRETE PAVEMENT THROUGHOUT.
2. SIDEWALK TO BE A MINIMUM OF 5' WIDE AND 4" THICK.
3. SIDEWALKS TO HAVE TYPE A SAWCUT JOINTS OR TOOLED JOINTS EVERY 5'.
4. TYPE "B" EXPANSION JOINTS TO BE LOCATED AT ALL PEDESTRIAN ACCESS RAMPS AND WHEREVER NEW SIDEWALK IS PLACED ADJACENT TO EXISTING CONCRETE.
5. ATTACHED SIDEWALK WILL BE LOCATED ADJACENT TO THE BACK OF CURB.
6. DETACHED SIDEWALK WILL BE LOCATED ADJACENT TO THE RIGHT-OF-WAY.
7. SIDEWALK CROSS-SLOPE MAY NOT EXCEED 2.0%.
8. ALL EXPOSED SIDEWALK EDGES TO HAVE A 1/2" RADIUS.
9. WHERE OBSTRUCTION IN SIDEWALK EXIST, THERE SHALL BE A 3' MINIMUM CLEARANCE. SIDEWALK LOCATION MAY BE SHIFTED WITH THE APPROVAL OF THE CITY ENGINEER.
10. ALL SIDEWALKS WITH A CONCRETE SURFACE SHALL HAVE A COURSE BROOM FINISH OR OTHER ROUGH NON-SKID TYPE FINISH AS APPROVED BY THE CITY ENGINEER.
11. MATERIALS AND CONSTRUCTION METHODS TO CONFORM TO THE CITY OF MIDLAND STANDARDS AND SPECIFICATIONS.
12. CONSTRUCT AS SHOWN UNLESS OTHERWISE APPROVED IN WRITING BY THE CITY ENGINEER.
13. SIDEWALKS IN DOWNTOWN PER CENTRAL BUSINESS DISTRICT POLICY.

MIDLAND Engineering Services | DRAWN: DPM | CHECKED: JCF | APPROVED: MCC | EFFECTIVE DATE: 10/01/2018 | SCALE: NTS | DETAIL: 225

STANDARD SIDEWALK



TYPE 8
DIAGONAL CURB RAMP

CURB RAMP NOTES:

1. ADJUST CURB RAMP LOCATION AND OR TYPE SO THAT NO OBSTRUCTION IS LOCATED WITHIN THE LANDING AREA.
2. ALL SLOPES ARE MAXIMUM ALLOWABLE. THE LEAST POSSIBLE SLOPE THAT WILL STILL DRAIN PROPERLY SHOULD BE USED.
3. LANDINGS SHALL BE 5'X 5' MINIMUM WITH A MAXIMUM 2% SLOPE IN ANY DIRECTION. WHERE OBSTRUCTIONS EXIST, THERE SHALL BE A 3' MINIMUM CLEARANCE IN WIDTH AND LENGTH OF THE LANDING.
4. MANEUVERING SPACE AT THE BOTTOM OF CURB RAMPS SHALL BE A MINIMUM OF 4'X4' WHOLLY CONTAINED WITHIN THE CROSSWALK AND TO THE ENTIRE OUTSIDE OF THE PARALLEL VEHICULAR TRAVEL PATH.
5. MAXIMUM ALLOWABLE CROSS SLOPE ON SIDEWALK AND CURB RAMP SURFACES IS 2%.
6. CURB RAMPS WITH RETURNED CURBS MAY BE USED ONLY WHERE PEDESTRIANS WOULD NOT NORMALLY WALK ACROSS THE RAMP, EITHER BECAUSE THE ADJACENT SURFACE IS PLANTING OR OTHER NON-WALKING SURFACE OR BECAUSE THE SIDE APPROACH IS SUBSTANTIALLY OBSTRUCTED. OTHERWISE, PROVIDE FLARED SIDES.
7. ADDITIONAL INFORMATION ON CURB RAMP LOCATION, DESIGN, LIGHT REFLECTIVE VALUE AND TEXTURE MAY BE FOUND IN THE CURRENT EDITION OF THE TEXAS ACCESSIBILITY STANDARDS (TAS) AND 16 TAC 68.102.
8. AT INTERSECTIONS WHERE CROSSWALK MARKINGS ARE NOT REQUIRED, CURB RAMPS SHALL BE ALIGNED WITH THEORETICAL CROSSWALKS OR AS DIRECTED BY THE ENGINEER.
9. PROVIDE A SMOOTH TRANSITION WHERE THE CURB RAMPS CONNECT TO THE STREET.
10. FLARE SLOPE SHALL NOT EXCEED 10% MEASURED ALONG CURB LINE.
11. ALL RAMPS AND LANDINGS WITH A CONCRETE SURFACE SHALL HAVE A COURSE BROOM FINISH OR OTHER ROUGH NON-SKID TYPE FINISH AS APPROVED BY THE ENGINEER.
12. PLACE 6" OF CONCRETE IN RAMPS, LANDINGS, AND FLARES THAT ARE LOCATED AT THE RETURNS ADJACENT TO THE BACK OF CURB OF ARTERIAL STREETS AND COMMERCIAL SITES.

GENERAL NOTES:

1. CONCRETE TO BE CITY OF MIDLAND CLASS "A" WITH A MINIMUM 28 DAY COMPRESSION STRENGTH OF 3000 PSI. USE FIBER REINFORCED CONCRETE THROUGHOUT.
2. MATERIALS AND CONSTRUCTION METHODS TO CONFORM TO THE CITY OF MIDLAND STANDARDS AND SPECIFICATIONS UNLESS OTHERWISE DIRECTED BY ADA STANDARDS AND RESOURCES.

MIDLAND Engineering Services | DRAWN: DPM | CHECKED: JCF | APPROVED: MCC | EFFECTIVE DATE: 10/01/2018 | SCALE: NTS | DETAIL: 226

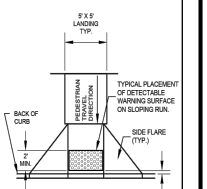
DIAGONAL CURB RAMP

DETECTABLE WARNING SURFACE NOTES:

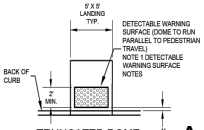
1. DETECTABLE WARNING SURFACE SUCH AS ARMOR-TILE ADA SOUND AMPLIFYING DETECTABLE/TACTILE WARNING SURFACE TILE OR EQUAL AND APPROVED BY THE ENGINEER AS MEETING ALL REQUIREMENTS OF ASTM C-9301, C-33.
2. CURB RAMPS MUST CONTAIN A DETECTABLE WARNING SURFACE THAT CONSISTS OF RAISED TRUNCATED DOMES COMPLYING WITH SECTION 7.05 DETACHABLE WARNINGS OF THE TEXAS ACCESSIBILITY STANDARDS (TAS). THE SURFACE MUST CONTRAST VISUALLY WITH ADJOINING SURFACES, INCLUDING SIDE FLARES. FURNISH DARK BROWN OR DARK RED DETECTABLE WARNING SURFACE ADJACENT TO UNCOLORED CONCRETE,UNLESS SPECIFIED ELSEWHERE IN THE PLANS.
3. DETECTABLE WARNING SURFACES MUST BE SLIP RESISTANT AND NOT ALLOW WATER TO ACCUMULATE.
4. ALIGN TRUNCATED DOMES IN THE DIRECTION OF PEDESTRIAN TRAVEL WHEN ENTERING THE STREET.
5. SHADED AREAS INDICATE THE APPROXIMATE LOCATION FOR THE DETECTABLE WARNING SURFACE FOR EACH CURB RAMP TYPE.
6. DETECTABLE WARNING SURFACES SHALL BE A MINIMUM OF 24" IN DEPTH IN THE DIRECTION OF PEDESTRIAN TRAVEL.
7. DETECTABLE WARNING SURFACES SHALL BE LOCATED SO THAT THE EDGE NEAREST THE CURB LINE IS A MINIMUM OF 6" AND A MAXIMUM OF 12" FROM THE EXTENSION OF THE FACE OF CURB. DETECTABLE WARNING SURFACES MAY BE CURVED ALONG THE CORNER RADIUS.
8. SINGLE TILE PLATES COLONIAL RED COLOR.

GENERAL NOTES:

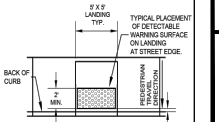
1. CONCRETE TO BE CITY OF MIDLAND CLASS "A" WITH A MINIMUM 28 DAY COMPRESSION STRENGTH OF 3000 PSI. USE FIBER REINFORCED CONCRETE THROUGHOUT.
2. MATERIALS AND CONSTRUCTION METHODS TO CONFORM TO THE CITY OF MIDLAND STANDARDS AND SPECIFICATIONS UNLESS OTHERWISE DIRECTED BY ADA STANDARDS AND RESOURCES.



PERPENDICULAR CURB RAMP



TRUNCATED DOME PATTERN



PARALLEL CURB RAMP

MIDLAND Engineering Services | DRAWN: DPM | CHECKED: JCF | APPROVED: MCC | EFFECTIVE DATE: 10/01/2018 | SCALE: NTS | DETAIL: 233

DETECTABLE WARNING SURFACE

PACKET

10.302

April 9, 2024

MAVERICK
ENGINEERING / SURVEY / WATER RESOURCES
1909 W. Wall St., Ste. "K" Midland, TX 79701
ENGINEERING FIRM #: F-14809
SURVEY FIRM #: 10194514
Tel: (432) 262-0999 Fax: (432) 263-0989
www.Maverick-Eng.com

REVISIONS	DATE	APPR.	BY

DRAWN BY: | CHECKED BY: ALM | APPROVED BY: ALM | DATE: 07/17/2023 | JOB: 220213

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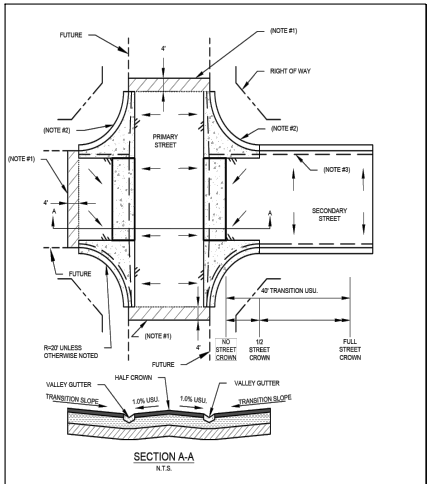
PAVING DETAILS

THE STATE HIGHWAY 158 & SINCLARE AVENUE INTERSECTION IMPROVEMENT PROJECT
CITY OF MIDLAND, MIDLAND COUNTY, TEXAS.

STATE OF TEXAS ANDREW L. MELLEN 106572 LICENSED PROFESSIONAL ENGINEER 10/17/2023

SHEET C311 OF 31

P:\2022\220213-CITY OF MIDLAND-HWY 158 & I-20 - MEDIAN ADDITION\DRAWINGS\CIVIL CONSTRUCTION PLANS\PAVING & DRAINAGE CONSTRUCTION PLANS\220213 C311 PAVING DETAILS.DWG
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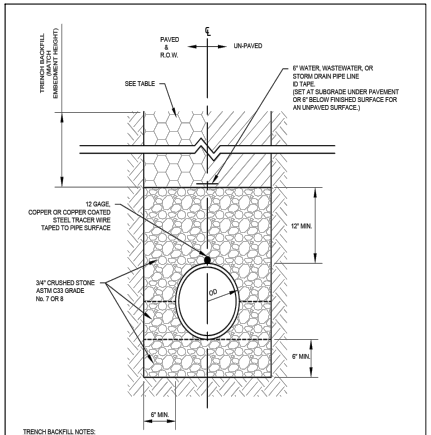


SECTION A-A
N.T.S.

NOTES:

1. NO HEADER WILL BE USED IF ROAD ENDS AT INTERSECTION. INSTEAD EXTEND BASE AND SURFACE 4' BEYOND END OF CURB.
2. WARP GUTTER SO THAT IT SLOPES TOWARDS THE VALLEY GUTTER.
3. FLOW PATH LINES
4. MATERIALS AND CONSTRUCTION METHODS TO CONFORM TO THE CITY OF MIDLAND STANDARDS AND SPECIFICATIONS.
5. CONSTRUCT AS SHOWN UNLESS OTHERWISE APPROVED IN WRITING BY THE CITY ENGINEER.

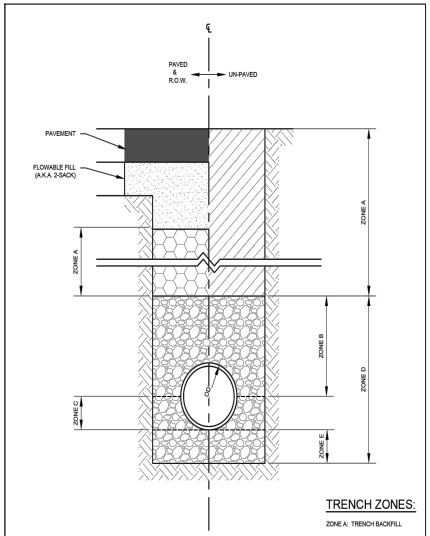
DRAWN: DPM	CHECKED: JCF	APPROVED: MCC	
EFFECTIVE DATE: 10/01/2018	SCALE: NTS	DETAIL:	
MIDLAND Engineering Services	TYPICAL LOCAL /COLLECTOR CROWN TRANSITION		235



TRENCH BACKFILL NOTES:

1. APPLIES TO ALL PIPE TYPES. (DUCTILE IRON, PVC, ETC.)
2. UTILIZE SELECT FILL BACKFILL BENEATH ALL PAVED SURFACES. NATIVE MATERIAL BACKFILL CAN ONLY BE USER FOR UNPAVED TRENCH CONDITIONS IF BACKFILL MATERIAL IS ≤ 30LL AND ≤ 15 PI.
3. NATIVE MATERIAL TO BE EXISTING EXCAVATED SOIL FROM TRENCH WITH ALL MATERIAL BROKEN DOWN ≤ 2".
4. MOISTURE CONDITION ALL BACKFILL MATERIAL PRIOR TO PLACING IN TRENCH.
5. PLACE TRENCH BACKFILL MATERIAL IN MAXIMUM 12" LOOSE LIFTS AND COMPACT TO MAXIMUM 8" COMPACTED LIFTS.
6. REFER TO CITY DETAILS 311 AND 312 FOR TRENCH PAVEMENT REPLACEMENT REQUIREMENTS.
7. PLACE LAYERS B, C, AND E FOUND ON CITY DETAIL 310(B) AS SEPARATE LAYERS.
8. MATERIALS AND CONSTRUCTION METHODS TO CONFORM TO CITY OF MIDLAND STANDARDS AND SPECIFICATIONS.
9. CONSTRUCT AS SHOWN UNLESS OTHERWISE APPROVED IN WRITING BY THE CITY ENGINEER.

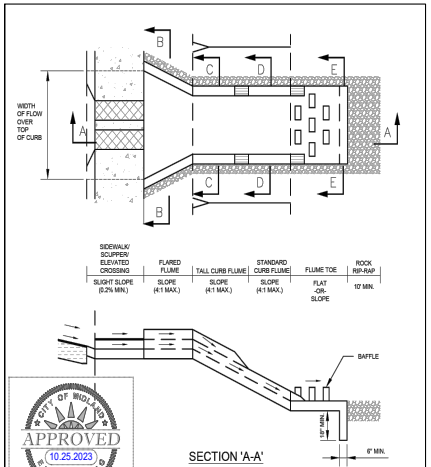
DRAWN: DPM	CHECKED: JCF	APPROVED: MCC	
EFFECTIVE DATE: 10/01/2018	SCALE: NTS	DETAIL:	
MIDLAND Engineering Services	TRENCHING AND BEDDING		310(A)



TRENCH ZONES:

ZONE A: TRENCH BACKFILL
ZONE B: PIPE BACKFILL
ZONE C: HAUNCHING
ZONE D: PIPE EMBEDMENT
ZONE E: BEDDING

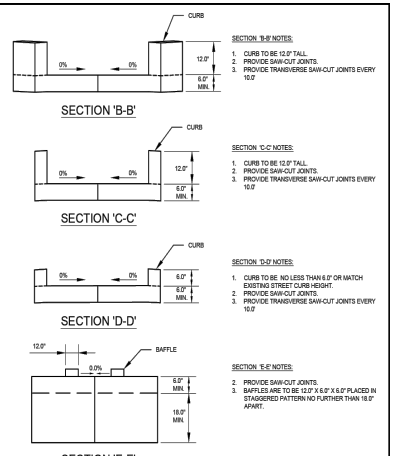
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EFFECTIVE DATE: 10/01/2018	SCALE: NTS	DETAIL:	
MIDLAND Engineering Services	TRENCHING AND BEDDING		310(B)



SECTION 'A-A'

CITY OF MIDLAND APPROVED 10.25.2023 ENGINEERING

DRAWN: DPM	CHECKED: JCF	APPROVED: MCC	
EFFECTIVE DATE: 10/01/2018	SCALE: NTS	DETAIL:	
MIDLAND Engineering Services	TYPICAL CONCRETE DRAINAGE FLUME		403(A)



SECTION 'B-B'

SECTION 'B-B' NOTES:
1. CURB TO BE 12.0" TALL.
2. PROVIDE SAW-CUT JOINTS.
3. PROVIDE TRANSVERSE SAW-CUT JOINTS EVERY 10.0'

SECTION 'C-C'

SECTION 'C-C' NOTES:
1. CURB TO BE 12.0" TALL.
2. PROVIDE SAW-CUT JOINTS.
3. PROVIDE TRANSVERSE SAW-CUT JOINTS EVERY 10.0'

SECTION 'D-D'

SECTION 'D-D' NOTES:
1. CURB TO BE NO LESS THAN 6.0" OR MATCH EXISTING STREET CURB HEIGHT.
2. PROVIDE SAW-CUT JOINTS.
3. PROVIDE TRANSVERSE SAW-CUT JOINTS EVERY 10.0'

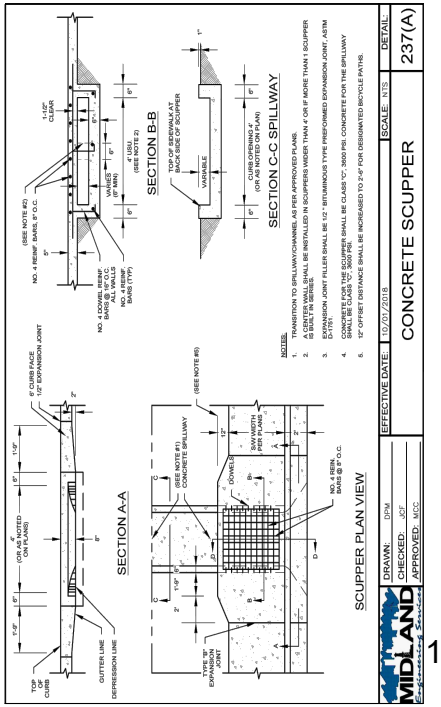
SECTION 'E-E'

SECTION 'E-E' NOTES:
2. PROVIDE SAW-CUT JOINTS.
3. BAFFLES ARE TO BE 12.0" X 6.0" X 6.0" PLACED IN STAGGERED PATTERN NO FURTHER THAN 18.0' APART.

NOTES:

1. CONCRETE TO BE CITY OF MIDLAND CLASS "C" CONCRETE, 3600 PSI. USE REBAR REINFORCED OR FIBER REINFORCED CONCRETE PAVEMENT THROUGHOUT AS INDICATED BY THE DESIGN DRAWINGS. FLARED FLUME MOUTH TO BE NO LESS THAN DESIGN WIDTH OF RUNOFF PASSING OVER SCUPPER, ELEVATED CROSSING, OR SIDEWALK DURING THE 100-YR STORM EVENT.
2. SEAL ALL CONCRETE JOINTS.
3. FLARED FLUME AND TALL CURB FLUME SECTIONS NOT REQUIRED IF ALTERNATE DESIGN CAN BE PROVEN TO CONTAIN 100-YR RUNOFF WITHIN THE DRAINAGE EASEMENT LIMITS.
3. MATERIALS AND CONSTRUCTION METHODS TO CONFORM TO CITY OF MIDLAND STANDARDS AND SPECIFICATIONS.
4. CONSTRUCT AS SHOWN UNLESS OTHERWISE APPROVED IN WRITING BY THE CITY ENGINEER.

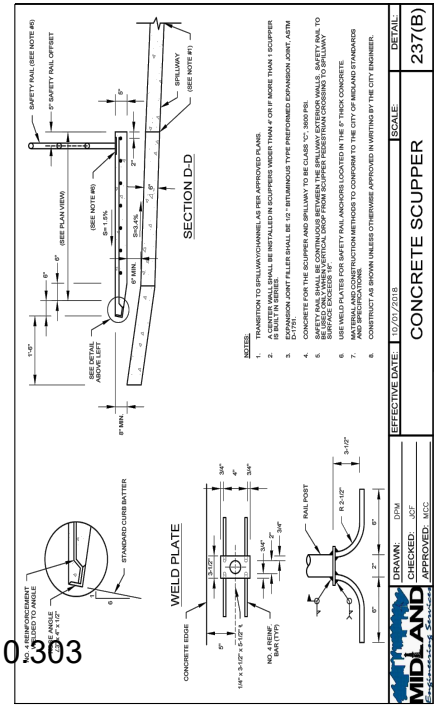
DRAWN: DPM	CHECKED: JCF	APPROVED: MCC	
EFFECTIVE DATE: 10/01/2018	SCALE: NTS	DETAIL:	
MIDLAND Engineering Services	TYPICAL CONCRETE DRAINAGE FLUME		403(B)



NOTES:

1. TRANSITION TO SPILLWAY/CHANNEL AS PER APPROVED PLANS.
2. A CENTER WALL SHALL BE INSTALLED IN SCUPPERS WIDER THAN 4' OR IF MORE THAN 1 SCUPPER IS USED.
3. EXPANSION JOINT FILLER SHALL BE 1/2" BITUMINOUS TYPE PREFORMED EXPANSION JOINT, ASTM D-1751.
4. CONCRETE FOR THE SCUPPER SHALL BE CLASS "C" 3600 PSI. CONCRETE FOR THE SPILLWAY SHALL BE CLASS "C" 3600 PSI.
5. 12" OFFSET DISTANCE SHALL BE INCREASED TO 2'-0" FOR DESIGNATED BICYCLE PATHS.

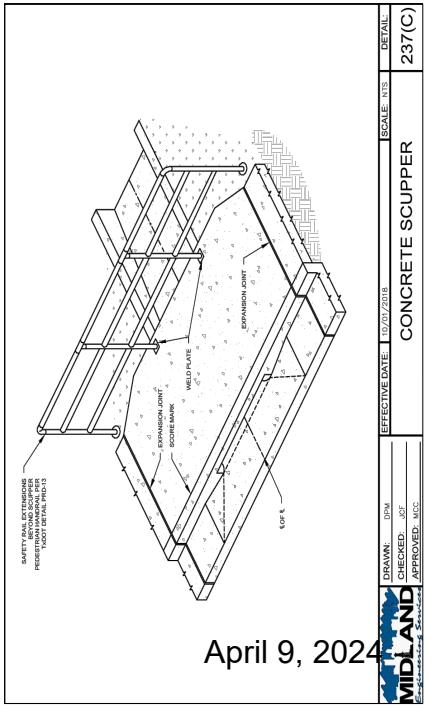
DRAWN: DPM	CHECKED: JCF	APPROVED: MCC	
EFFECTIVE DATE: 10/01/2018	SCALE: NTS	DETAIL:	
MIDLAND Engineering Services	CONCRETE SCUPPER		237(A)



NOTES:

1. TRANSITION TO SPILLWAY/CHANNEL AS PER APPROVED PLANS.
2. A CENTER WALL SHALL BE INSTALLED IN SCUPPERS WIDER THAN 4' OR IF MORE THAN 1 SCUPPER IS USED.
3. EXPANSION JOINT FILLER SHALL BE 1/2" BITUMINOUS TYPE PREFORMED EXPANSION JOINT, ASTM D-1751.
4. CONCRETE FOR THE SCUPPER, AND SPILLWAY TO BE CLASS "C" 3600 PSI.
5. SAFETY RAIL SHALL BE CONTINUOUS BETWEEN THE SPILLWAY EXTERIOR WALLS. SAFETY RAIL TO BE PLACED AT A MINIMUM VERTICAL DROP FROM SCUPPER/PEDESTRIAN CROSSING TO SPILLWAY SURFACE EXCEEDS 18".
6. USE WELD PLATES FOR SAFETY RAIL ANCHORS LOCATED IN THE 5" THICK CONCRETE.
7. MATERIAL AND CONSTRUCTION METHODS TO CONFORM TO THE CITY OF MIDLAND STANDARDS AND SPECIFICATIONS.
8. CONSTRUCT AS SHOWN UNLESS OTHERWISE APPROVED IN WRITING BY THE CITY ENGINEER.

DRAWN: DPM	CHECKED: JCF	APPROVED: MCC	
EFFECTIVE DATE: 10/01/2018	SCALE: NTS	DETAIL:	
MIDLAND Engineering Services	CONCRETE SCUPPER		237(B)



DRAWN: DPM	CHECKED: JCF	APPROVED: MCC	
EFFECTIVE DATE: 10/01/2018	SCALE: NTS	DETAIL:	
MIDLAND Engineering Services	CONCRETE SCUPPER		237(C)

MAVERICK
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ENGINEERING FIRM #: F-14759
SURVEY FIRM #: 10194514
Tel: (432) 262-0999 Fax: (432) 262-0989
www.Maverick-Eng.com

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DRAWN BY: .
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DATE: 07/17/2023
JOB: 220213

811 Know what's below. Call before you dig.

PAVING DETAILS

THE STATE HIGHWAY 158 & SINCLARE AVENUE INTERSECTION IMPROVEMENT PROJECT
CITY OF MIDLAND, MIDLAND COUNTY, TEXAS.

STATE OF TEXAS ANDREW L. MELLEN 106572 LICENSED PROFESSIONAL ENGINEER 10/17/2023

SHEET C312 OF 31

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P:\2022\220213-CITY OF MIDLAND-HWY 158 & I-20 MEDIAN ADDITION\DRAWINGS\CIVIL CONSTRUCTION PLANS\PAVING & DRAINAGE CONSTRUCTION PLANS\220213 C312 PAVING DETAILS.DWG

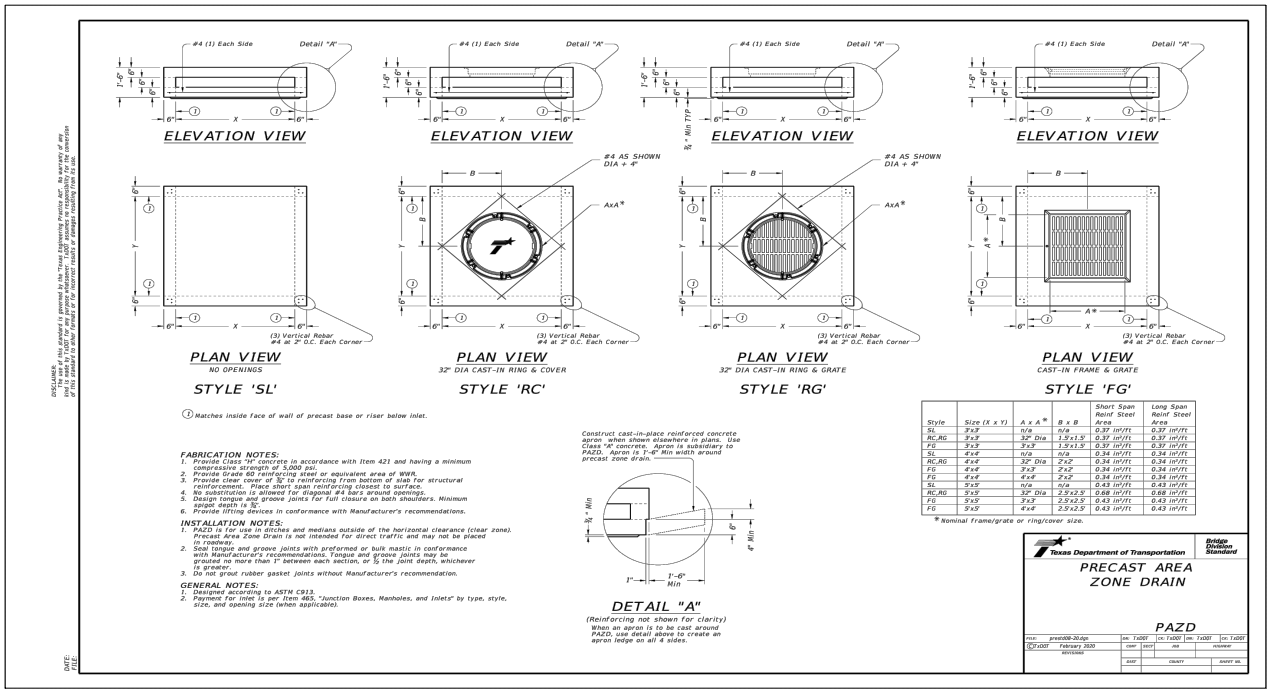
PACKET 10.303 April 9, 2024

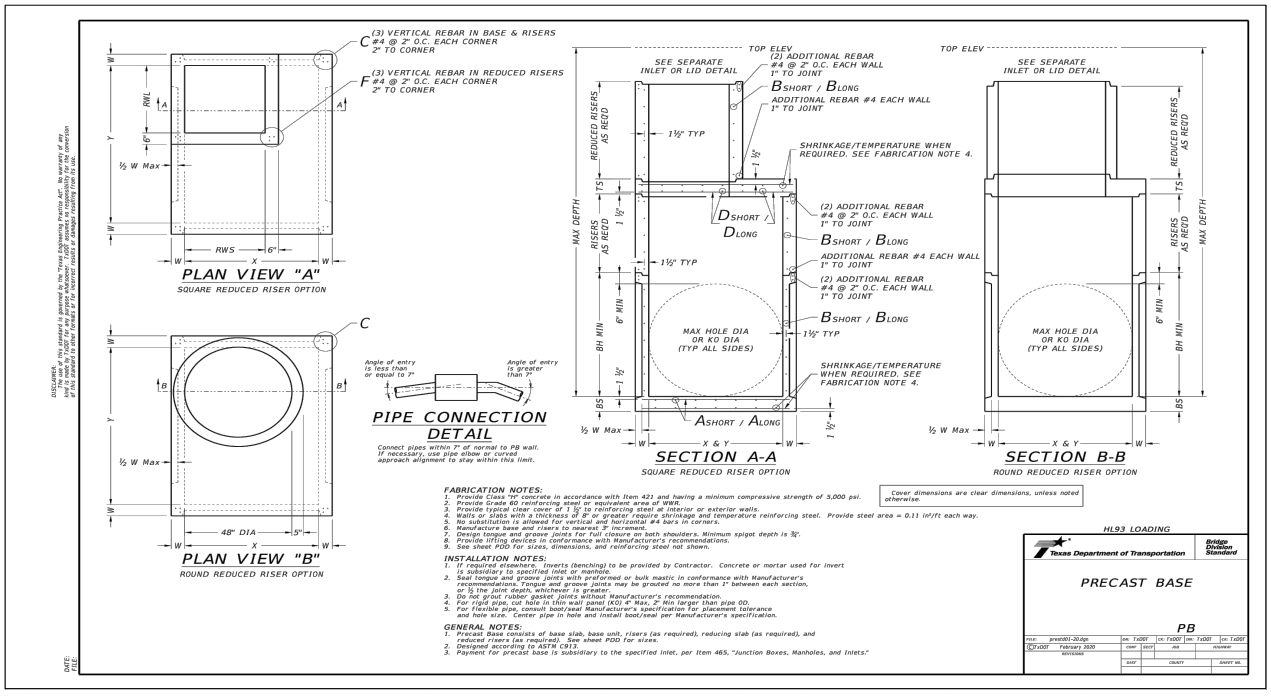
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PACKET

10.304

April 9, 2024





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PROFESSIONAL ENGINEERING APPROVED 10.25.2023 CITY OF MIDLAND

SHEET C313 OF 31

10/17/2023

STATE OF TEXAS — 106572 — MAVERICK L. WELLS, JR. — LICENSED PROFESSIONAL ENGINEER

PAVING DETAILS

THE STATE HIGHWAY 158 & SINCLARE AVENUE INTERSECTION IMPROVEMENT PROJECT
CITY OF MIDLAND, MIDLAND COUNTY, TEXAS.

Know what's below. Call before you dig. 811

DRAWN BY: .
CHECKED BY: ALM
APPROVED BY: ALM
DATE: 07/17/2023
JOB: 220213

Δ	REVISIONS	BY	APPR.	DATE
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PACKET 10.305 April 9, 2024

		MAX DEPTH = 15 ft. to top of BASE SLAB									MAX DEPTH = 25 ft. to top of BASE SLAB											
		Base Slab			Base Unit or Riser Walls			Below Grade Slab (w/P,IB) Reducing Slab (w/PB)				Base Slab			Base Unit or Riser Walls			Below Grade Slab (w/P,IB) Reducing Slab (w/PB)				Min Weight (See Detail Note 3)	Max HOLE DIA (See Fab Note 2)	Max KO DIA (See Fab Note 2)
	Size X x Y	Short Span Reinf Steel Area Ashort	Long Span Reinf Steel Area Along	Thickness BS	Short Span Reinf Steel Area Bshort	Long Span Reinf Steel Area Blong	Thickness W	Reduced Riser Size RWS x RWL or ID	Short Span Reinf Steel Area Dshort	Long Span Reinf Steel Area Dlong	Thickness TS	Short Span Reinf Steel Area Ashort	Long Span Reinf Steel Area Along	Thickness BS	Short Span Reinf Steel Area Bshort	Long Span Reinf Steel Area Blong	Thickness W	Reduced Riser Size RWS x RWL or ID	Short Span Reinf Steel Area Dshort	Long Span Reinf Steel Area Dlong	Thickness TS	BH MIN	HOLE DIA	KO DIA
	ft.	in²/ft†	in²/ft†	in.	in²/ft†	in²/ft†	in.	ft. **	in²/ft†	in²/ft†	in.	in²/ft†	in²/ft†	in.	in²/ft†	in²/ft†	in.	ft. **	in²/ft†	in²/ft†	in.	ft.	in.	in.
Precast Junction Box (PJB)	3x3	0.23	0.23	6	0.19	0.19	6	N/A	0.37	0.37	9	0.29	0.29	6	0.24	0.24	6	N/A	0.37	0.37	9	3.5	36	36
	4x4	0.29	0.29	6	0.24	0.24	6	N/A	0.41	0.41	9	0.47	0.47	6	0.38	0.38	6	N/A	0.41	0.41	9	4.5	48	48
	3x5	0.29	0.18	6	0.19	0.35	6	N/A	0.48	0.48	9	0.39	0.18	6	0.23	0.59	6	N/A	0.48	0.48	9	3.5	36/60	36/60
	4x5	0.36	0.18	6	0.22	0.34	6	N/A	0.42	0.42	9	0.53	0.26	6	0.39	0.59	6	N/A	0.42	0.42	9	4.5	48/60	48/60
	5x5	0.36	0.36	6	0.34	0.34	6	N/A	0.43	0.43	9	0.62	0.62	6	0.59	0.59	6	N/A	0.43	0.43	9	5.5	60	60
	5x6	0.27	0.27	9	0.34	0.45	6	N/A	0.48	0.48	9	0.47	0.45	9	0.38	0.54	8	N/A	0.48	0.48	9	5.5	60/72	60/72
	6x6	0.27	0.27	9	0.45	0.45	6	N/A	0.56	0.56	9	0.52	0.52	9	0.54	0.54	8	N/A	0.56	0.56	9	6.5	72	72
	8x8	0.46	0.46	9	0.51	0.51	8	N/A	0.45	0.45	12	0.87	0.87	9	0.59	0.59	10	N/A	0.45	0.45	12	8.5	96	72
Precast Base (PB)	3x3	0.23	0.23	6	0.19	0.19	6	N/A	N/A	N/A	N/A	0.29	0.29	6	0.24	0.24	6	N/A	N/A	N/A	N/A	3.5	36	36
	4x4	0.29	0.29	6	0.24	0.24	6	N/A	N/A	N/A	N/A	0.47	0.47	6	0.38	0.38	6	N/A	N/A	N/A	N/A	4.5	48	48
	3x5	0.29	0.18	6	0.19	0.35	6	3x3	0.30	0.34	9	0.39	0.18	6	0.23	0.59	6	3x3	0.40	0.40	9	3.5	36/60	36/60
	4x5	0.36	0.18	6	0.22	0.34	6	3x3	0.30	0.30	9	0.53	0.26	6	0.39	0.59	6	3x3	0.46	0.37	9	4.3	48/60	48/60
	4x5	0.36	0.18	6	0.22	0.34	6	4x4	0.30	0.30	9	0.53	0.26	6	0.39	0.59	6	4x4	0.39	0.39	9	4.5	48/60	48/60
	4x5	0.36	0.18	6	0.22	0.34	6	48"	0.39	0.39	9	0.53	0.26	6	0.39	0.59	6	48"	0.47	0.47	9	4.5	48/60	48/60
	4x5	0.36	0.18	6	0.22	0.34	6	3x5	0.33	0.40	9	0.53	0.26	6	0.39	0.59	6	3x5	0.48	0.48	9	4.5	48/60	48/60
	5x5	0.36	0.36	6	0.34	0.34	6	3x3	0.34	0.34	9	0.62	0.62	6	0.59	0.59	6	3x3	0.53	0.53	9	5.5	60	60
	5x5	0.36	0.36	6	0.34	0.34	6	4x4	0.36	0.36	9	0.62	0.62	6	0.59	0.59	6	4x4	0.64	0.64	9	5.5	60	60
	5x5	0.38	0.38	6	0.34	0.34	6	48"	0.36	0.36	9	0.62	0.62	6	0.59	0.59	6	48"	0.64	0.64	9	5.5	60	60
	5x5	0.36	0.36	6	0.34	0.34	6	3x5	0.34	0.40	9	0.62	0.62	6	0.59	0.59	6	3x5	0.53	0.53	9	5.5	60	60
	5x6	0.31	0.31	9	0.34	0.45	6	3x3	0.34	0.34	9	0.47	0.45	9	0.38	0.54	8	3x3	0.61	0.50	9	5.5	60/72	60/72
	5x6	0.27	0.27	9	0.34	0.45	6	4x4	0.36	0.45	9	0.47	0.45	9	0.38	0.54	8	4x4	0.74	0.57	9	5.5	60/72	60/72
	5x6	0.29	0.29	9	0.34	0.45	6	48"	0.36	0.45	9	0.47	0.45	9	0.38	0.54	8	48"	0.74	0.57	9	5.5	60/72	60/72
	5x6	0.29	0.29	9	0.34	0.45	6	3x5	0.45	0.45	9	0.47	0.45	9	0.38	0.54	8	3x5	0.61	0.61	9	5.5	60/72	60/72
	6x6	0.29	0.29	9	0.45	0.45	6	3x3	0.41	0.41	9	0.52	0.52	9	0.54	0.54	8	3x3	0.74	0.74	9	6.5	72	72
	6x6	0.27	0.27	9	0.45	0.45	6	4x4	0.45	0.45	9	0.52	0.52	9	0.54	0.54	8	4x4	0.87	0.87	9	6.5	72	72
	6x6	0.29	0.29	9	0.45	0.45	6	48"	0.45	0.45	9	0.52	0.52	9	0.54	0.54	8	48"	0.87	0.87	9	6.5	72	72
	6x6	0.29	0.29	9	0.45	0.45	6	3x5	0.45	0.45	9	0.52	0.52	9	0.54	0.54	8	3x5	0.87	0.87	9	6.5	72	72
	8x8	0.52	0.52	9	0.51	0.51	8	3x3	0.61	0.61	12	0.91	0.91	9	0.70	0.70	10	3x3	0.85	0.85	12	8.5	96	72
	8x8	0.52	0.52	9	0.51	0.51	8	4x4	0.70	0.70	12	0.87	0.87	9	0.70	0.70	10	4x4	1.01	1.01	12	8.5	96	72
	8x8	0.52	0.52	9	0.51	0.51	8	48"	0.70	0.70	12	0.87	0.87	9	0.70	0.70	10	48"	1.01	1.01	12	8.5	96	72
	8x8	0.52	0.52	9	0.51	0.51	8	3x5	0.70	0.85	12	0.87	0.87	9	0.70	0.70	10	3x5	1.01	1.01	12	8.5	96	72

** Unless otherwise indicated.

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DATE ISSUED: 10-20-20

FABRICATION NOTES:
1. Maximum spacing of reinforcement is 8".
2. At manufacturer's option, provide cast or cored holes or thin wall panels (KO) to the maximum diameter shown for each. When no penetration is required, it is acceptable to provide a wall with no sectional reduction.

GENERAL NOTES:
1. Precast Junction Box consists of base slab, base unit, risers (as required), and below grade slab. See sheet PJB for details.
2. Precast Base consists of base slab, base unit, risers (as required), reducing slab (as required), and reduced risers (as required). See sheet PB for details.
3. Min Height shown is for stock base units. Use stock base units whenever practical. Smaller height base units can be used in special installation circumstances, when noted elsewhere in the plans. Absolute minimum height of base units is 2'-6".

HL93 LOADING

Texas Department of Transportation — Bridge Division Standard

DESIGN DATA FOR PRECAST BASE AND JUNCTION BOX

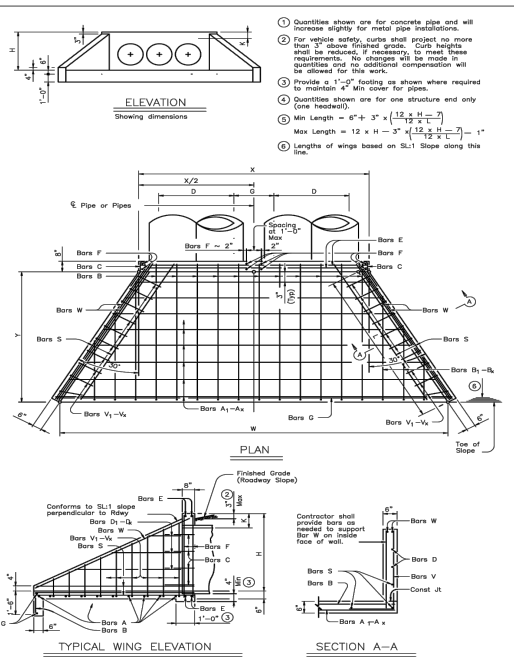
PDD

FILE:	predd10-20.dgn	DN: TxDOT	CK: TxDOT	DW: TxDOT	CK: TxDOT
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REVISIONS		DIST	COUNTY		SHEET NO.

TABLE OF VARIABLE DIMENSIONS AND QUANTITIES FOR ONE HEADWALL (4)

SLOPE	DIA OF PIPE (D)	Values for one Pipe W	X	Y	L	Reinf (Lbs)	Conc (CY) (1)	Values to be added for each addt'l Pipe X and W	Reinf (Lbs)	Conc (CY) (1)
3:1	12"	4'– 7 1/2"	2'– 8"	2'–10"	3'– 3 1/4"	84	0.6	1'– 9"	20	0.2
	15"	5'– 5 3/4"	2'– 9 1/2"	3'– 4"	3'–10 1/4"	99	0.7	2'– 2"	24	0.3
	18"	6'– 4 1/4"	3'– 1"	3'–10"	4'– 5"	120	0.9	2'– 8"	32	0.3
	21"	7'– 2 3/4"	3'– 4 1/2"	4'– 4"	5'– 0"	137	1.1	3'– 1"	43	0.4
	24"	8'– 2 1/2"	3'– 9 1/2"	4'–10"	5'– 7"	158	1.3	3'– 7"	50	0.5
	27"	9'– 1"	4'– 1"	5'– 4"	6'– 2"	173	1.5	3'–11"	56	0.6
	30"	9'–11 1/2"	4'– 4 1/2"	5'–10"	6'– 8 3/4"	197	1.7	4'– 4"	65	0.8
	33"	10'–10"	4'– 8"	6'– 4"	7'– 3 3/4"	216	2.0	4'– 8"	71	0.9
	36"	11'– 8 1/4"	4'–11 1/2"	6'–10"	7'–10 3/4"	241	2.2	5'– 1"	81	1.0
	42"	13'– 5 1/4"	5'– 6 1/2"	7'–10"	9'– 0 1/2"	290	2.8	5'–10"	97	1.3
	48"	15'– 9"	6'– 1 1/2"	9'– 4"	10'– 9 1/4"	350	3.8	6'– 7"	117	1.7
	54"	17'– 5 3/4"	6'– 8 1/2"	10'– 4"	11'–11 1/4"	415	4.5	7'– 6"	151	2.1
	60"	19'– 2 3/4"	7'– 3 1/2"	11'– 4"	13'– 1"	469	5.3	8'– 3"	174	2.5
	66"	20'–11 1/2"	7'–10 1/2"	12'– 4"	14'– 3"	530	6.2	8'– 9"	194	2.9
	72"	22'– 8 1/2"	8'– 5 1/2"	13'– 4"	15'– 4 3/4"	587	7.1	9'– 4"	213	3.3
4:1	12"	6'– 3"	2'– 8"	4'– 3"	4'–11"	114	0.8	1'– 9"	22	0.2
	15"	7'– 5"	2'– 9 1/2"	5'– 0"	6'– 0 1/4"	133	1.1	2'– 2"	28	0.3
	18"	8'– 6 3/4"	3'– 1"	5'– 9"	6'– 7 3/4"	166	1.3	2'– 8"	37	0.5
	21"	9'– 8 3/4"	3'– 4 1/2"	6'– 6"	7'– 6"	189	1.6	3'– 1"	48	0.6
	24"	11'– 0"	3'– 9 1/2"	7'– 3"	8'– 4 1/2"	221	2.0	3'– 7"	58	0.7
	27"	12'– 2"	4'– 1"	8'– 0"	9'– 2 3/4"	245	2.3	3'–11"	67	0.8
	30"	13'– 4"	4'– 4 1/2"	8'– 9"	10'– 1 1/4"	287	2.7	4'– 4"	77	1.0
	33"	14'– 5 3/4"	4'– 8"	9'– 6"	10'–11 3/4"	310	3.1	4'– 8"	84	1.2
	36"	15'– 7 3/4"	4'–11 1/2"	10'– 3"	11'–10"	343	3.5	5'– 1"	96	1.4
	42"	17'–11 1/2"	5'– 6 1/2"	11'– 9"	13'– 5 3/4"	424	4.5	5'–10"	119	1.7
	48"	21'– 1 3/4"	6'– 1 1/2"	14'– 0"	16'– 2"	527	6.1	6'– 7"	146	2.3
	54"	23'– 5 1/2"	6'– 8 1/2"	15'– 6"	17'–10 3/4"	618	7.3	7'– 6"	186	2.9
	60"	25'– 9 1/4"	7'– 3 1/2"	17'– 0"	19'– 7 1/2"	707	8.7	8'– 3"	219	3.4
	66"	28'– 1"	7'–10 1/2"	18'– 6"	21'– 4 1/4"	797	10.1	8'– 9"	242	3.9
	72"	30'– 4 3/4"	8'– 5 1/2"	20'– 0"	23'– 1 1/4"	910	11.7	9'– 4"	272	4.4
6:1	12"	7'–10 3/4"	2'– 8"	5'– 8"	6'– 6 1/2"	144	1.1	1'– 9"	24	0.3
	15"	9'– 4"	2'– 9 1/2"	6'– 8"	7'– 8 1/2"	177	1.5	2'– 2"	32	0.4
	18"	10'– 9 1/2"	3'– 1"	7'– 8"	8'–10 1/4"	217	1.9	2'– 8"	42	0.5
	21"	12'– 2 3/4"	3'– 4 1/2"	8'– 8"	10'– 0"	254	2.3	3'– 1"	57	0.7
	24"	13'– 9 1/2"	3'– 9 1/2"	9'– 8"	11'– 2"	295	2.8	3'– 7"	67	0.9
	27"	15'– 3"	4'– 1"	10'– 8"	12'– 3 3/4"	328	3.3	3'–11"	77	1.0
	30"	16'– 8 1/4"	4'– 4 1/2"	11'– 8"	13'– 5 3/4"	379	3.8	4'– 4"	89	1.3
	33"	18'– 1 3/4"	4'– 8"	12'– 8"	14'– 7 1/2"	417	4.5	4'– 8"	101	1.4
	36"	19'– 7"	4'–11 1/2"	13'– 8"	15'– 9 1/4"	464	5.1	5'– 1"	115	1.7
	42"	22'– 5 3/4"	5'– 6 1/2"	15'– 8"	18'– 1"	575	6.5	5'–10"	141	2.1
	48"	26'– 5 1/4"	6'– 1 1/2"	18'– 8"	21'– 6 3/4"	720	8.9	6'– 7"	175	2.8
	54"	29'– 5"	6'– 8 1/2"	20'– 8"	23'–10 1/4"	863	10.7	7'– 6"	226	3.6
	60"	32'– 3 3/4"	7'– 3 1/2"	22'– 8"	26'– 2"	984	12.7	8'– 3"	264	4.3
	66"	35'– 2 1/2"	7'–10 1/2"	24'– 9"	28'– 5 3/4"	1126	14.9	8'– 9"	300	4.9
	72"	38'– 1 1/4"	8'– 5 1/2"	26'– 8"	30'– 9 1/2"	1283	17.3	9'– 4"	334	5.6

DISCLAIMER:
Use of this standard is governed by the Texas Engineering Practice Act. No warranty of any kind is made by TxDOT or any person associated with its preparation for any purpose whatsoever. TxDOT assumes no responsibility for the conversion of this standard to other formats or for incorrect results or damages resulting from its use.



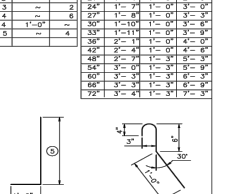
1. Quantities shown are for concrete pipe and will increase slightly for metal pipe installations.
2. For vehicle safety, curbs shall project no more than 3" above finished grade. Curb heights shall be reduced, if necessary, to meet these requirements. No changes will be made in quantities due to this. Horizontal compensation will be allowed for this work.
3. Provide a 1'–0" footing as shown where required to maintain 4" Min cover for pipes.
4. Quantities shown are for one structure end only (one headwall).
5. Min Length = 6"+ 3" $\times \left(\frac{12 \times H - 7}{12 \times L}\right)$
   Max Length = 12 x H – 3" $\times \left(\frac{12 \times H - 7}{12 \times L}\right)$ – 1"
6. Lengths of wings based on SL:1 Slope along this line.

TABLE OF REINFORCING STEEL (4)

Bar	Size	Spa	No.
A	# 4	1'–0"	~
B	# 3	1'–6"	~
C	# 4	1'–0"	~
D	# 3	1'–0"	~
E	# 5	~	4
F	# 5	~	~
G	# 3	~	2
S	# 4	~	6
V	# 4	1'–0"	~
W	# 5	~	4

TABLE OF CONSTANT DIMENSIONS

Dia of Pipe (D)	G	K	H
12"	8"	1'– 0"	2'– 0"
15"	11"	1'– 0"	2'– 3"
18"	1'– 2"	1'– 0"	2'– 6"
21"	1'– 4"	1'– 0"	2'– 9"
24"	1'– 7"	1'– 0"	3'– 0"
27"	1'– 8"	1'– 0"	3'– 3"
30"	1'–10"	1'– 0"	3'– 6"
33"	1'–11"	1'– 0"	3'– 9"
36"	2'– 1"	1'– 0"	4'– 0"
42"	2'– 4"	1'– 0"	4'– 6"
48"	2'– 7"	1'– 3"	5'– 3"
54"	3'– 0"	1'– 3"	5'– 9"
60"	3'– 3"	1'– 3"	6'– 3"
66"	3'– 5"	1'– 3"	6'– 9"
72"	3'– 8"	1'– 3"	7'– 3"



GENERAL NOTES:
Designed according to AASHTO LRFD Specifications.
Reinforcing steel shall be placed with the center of the outside layer of bars 2" from the surface of the concrete.
All reinforcing steel shall be, Grade 60.
All concrete shall be Class "C" and shall have a minimum compressive strength of 3600 psi.
No bridge rails of any type may be mounted directly to these culvert headwalls.

Texas Department of Transportation — Bridge Division

CONCRETE HEADWALLS WITH FLARED WINGS FOR 0° SKEW PIPE CULVERTS

CH–FW–0

FILE:	chfw0des.dgn	DN: TxDOT	CK: TxDOT	DW: TxDOT	CK: GAF
©TxDOT	February 2010	DISTRICT	FEDERAL AID PROJECT		SHEET
REVISIONS		COUNTY	CONTROL	SECT	JOB	HIGHWAY

APPROVED CITY OF MIDLAND ENGINEERING 10.25.2023

SHEET C314 OF 31

PAVING DETAILS

THE STATE HIGHWAY 158 & SINCLARE AVENUE INTERSECTION IMPROVEMENT PROJECT
CITY OF MIDLAND, MIDLAND COUNTY, TEXAS.

Know what's below. Call before you dig.

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APPROVED BY:	ALM
DATE:	07/17/2023
JOB:	220213

Δ	REVISIONS	BY	APPR.	DATE

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1909 W Wall St, Ste. "K", Midland, TX 79701
ENGINEER FIRM #: F-15089
SURVEY FIRM #: 10194514
Tel: (432) 262-0999 Fax: (432) 262-0989
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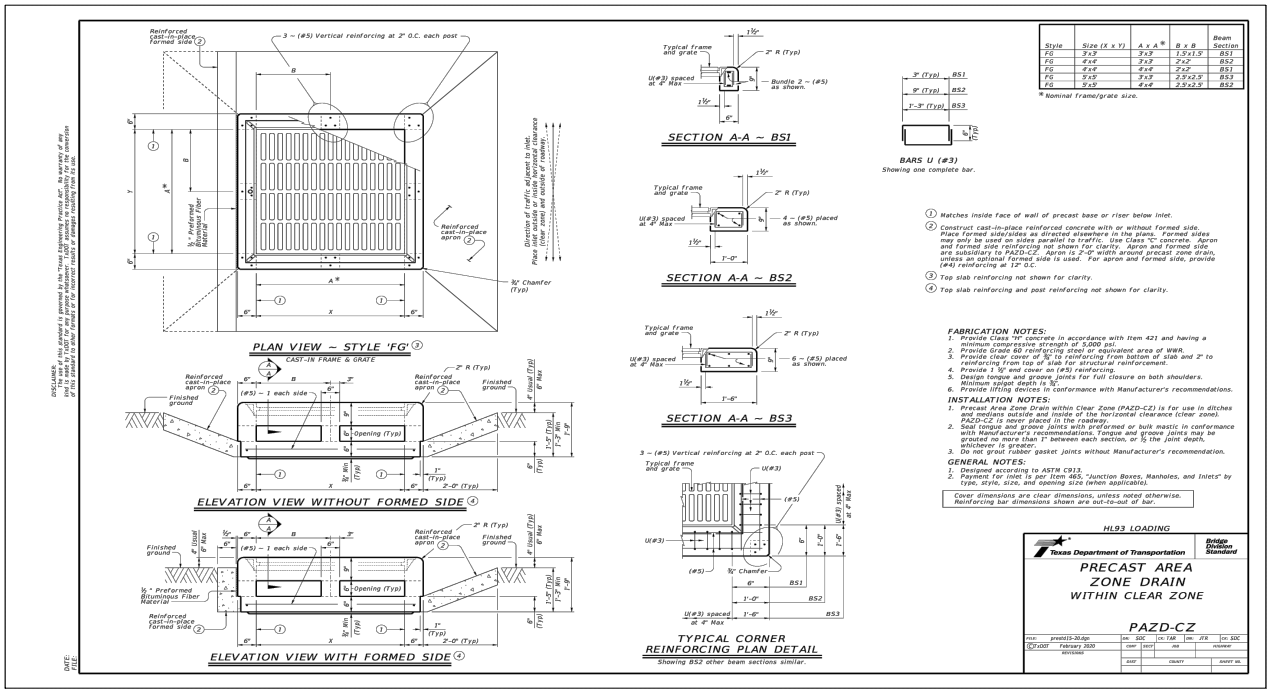
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F:\2022\220213-CITY OF MIDLAND-HWY 158 & 191 MEDIAN ADDITION\DRAWINGS\CIVIL CONSTRUCTION PLANS\PAVING & DRAINAGE CONSTRUCTION PLANS\220213 C315 PAVING DETAILS.DWG

PACKET

10.306

April 9, 2024



PROFESSIONAL ENGINEERING SERVICES BY MAVERICK ENGINEERING
APPROVED (10.25.2023)
CITY OF MIDLAND

SHEET C315 OF 31

10/17/2023

STATE OF TEXAS — 106572 — MARVIN L. MELLETT — LICENSED PROFESSIONAL ENGINEER

PAVING DETAILS

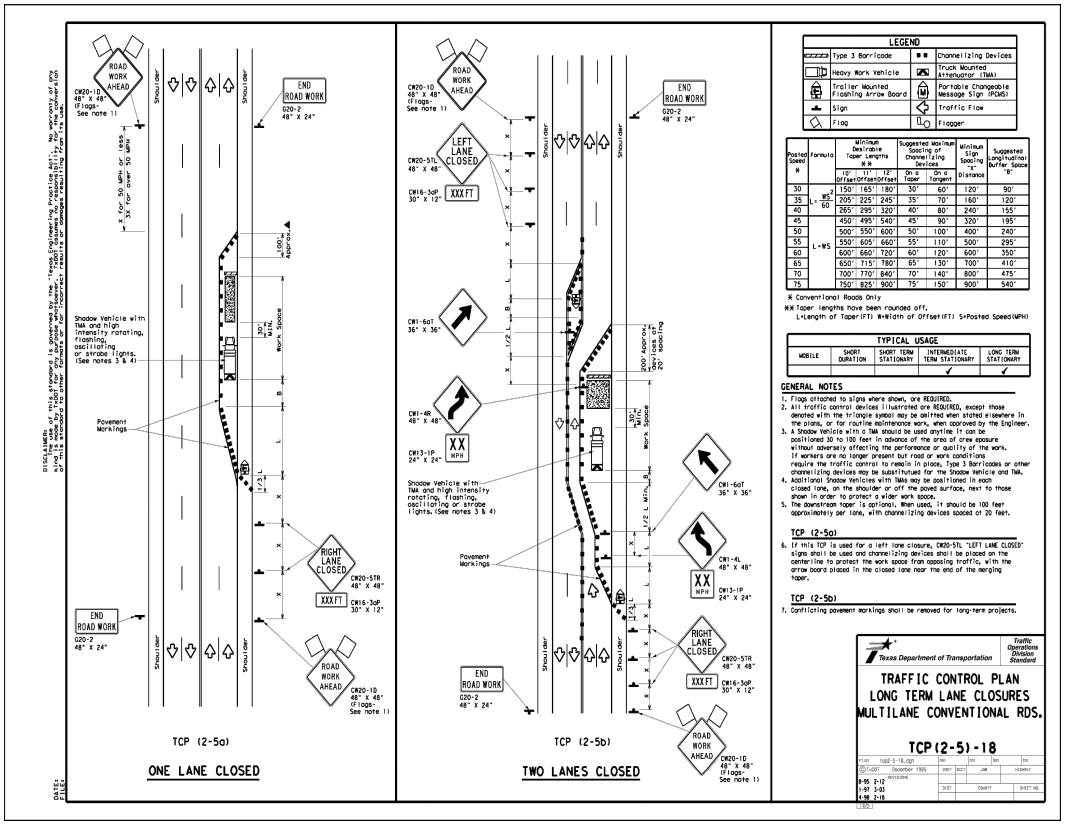
THE STATE HIGHWAY 158 & SINCLARE AVENUE INTERSECTION IMPROVEMENT PROJECT
CITY OF MIDLAND, MIDLAND COUNTY, TEXAS.

Know what's below. Call before you dig.

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JOB:	220213

Δ	REVISIONS	BY	APPR.	DATE
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APPROVED BY: ALM
DATE: 07/17/2023
Job: 220213

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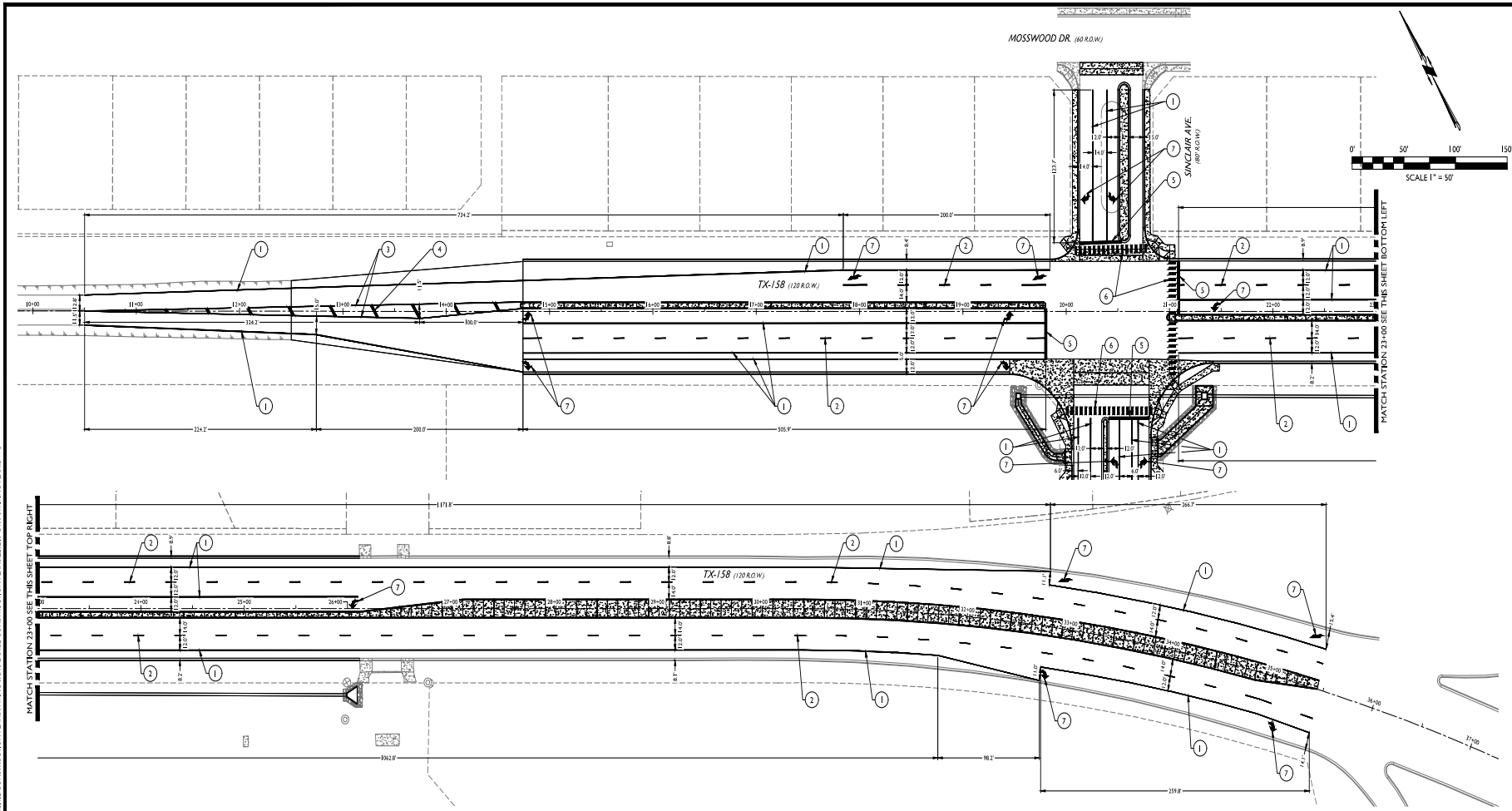
TRAFFIC CONTROL DETAILS

THE STATE HIGHWAY 158 & SINCLARE AVENUE INTERSECTION IMPROVEMENT PROJECT
CITY OF MIDLAND, MIDLAND COUNTY, TEXAS.

CITY OF MIDLAND APPROVED 10.25.2023 ENGINEERING

STATE OF TEXAS ANDREW L. MELLEN 106572 LICENSED PROFESSIONAL ENGINEER 10/17/2023

SHEET C320 OF 31

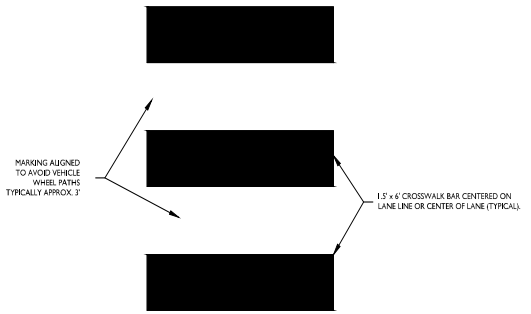


STRIPING NOTES

TYP. ① REFLECTIVE PAVEMENT MARKING TYPE I, WHITE, 6 INCH, SOLID.
2. REFLECTIVE PAVEMENT MARKING TYPE I, WHITE, 6 INCH, BROKEN (10'/30').
3. REFLECTIVE PAVEMENT MARKING TYPE I, YELLOW, 6 INCH, SOLID/SOLID.
4. 24" REFLECTIVE PAVEMENT MARKING TYPE I, YELLOW, 40' O.C.
5. 24" REFLECTIVE PAVEMENT MARKING TYPE I, WHITE.
6. CROSSWALK STRIPING PER DETAIL No. 1 SEE THIS SHEET.
7. REFLECTIVE PAVEMENT MARKING TYPE I, WHITE, ARROW.

TURN LANE CRITERIA:

- DESIGN SPEED IS TO BE REDUCED IN THIS AREA TO 45 MPH.
- PER TABLE 3-3: LENGTHS OF SINGLE LEFT-TURN AND RIGHT-TURN LANES ON URBAN STREETS
  45 MPH, LENGTH= 340' WITH A TAPER OF 100'.



NOTES:

- MATERIAL IS TO BE THERMOPLASTIC COMPLIANT WITH TXDOT DMS-8220 OR DMS-8240.
- MARKINGS ARE TO BE APPLIED PER TXDOT ITEM 666, RETROREFLECTORIZED PAVEMENT MARKINGS.
- WHERE THERMOPLASTIC IS TO BE APPLIED TO CONCRETE (ANY AGE) OR OLD ASPHALT (3 YEARS+), A PRIMER IS TO BE APPLIED PRIOR TO APPLICATION. PRIMER IS TO BE COMPATIBLE WITH THERMOPLASTIC AND SURFACE MATERIALS, SEE TXDOT PAVEMENT MARKING HANDBOOK, TABLE 2-3, MATERIAL COMPATIBILITY MATRIX.
- AS NOTED IN TXDOT ITEM 666, THE SURFACE MUST BE THOROUGHLY CLEANED AND DRY PRIOR TO INSTALLATION.

① **CONTINENTAL CROSSWALK (THERMO)**
N.T.S.

NOTES:

ALL PAVEMENT MARKING WORK SHALL BE IN ACCORDANCE WITH THE LATEST STANDARD DRAWINGS AND SPECIFICATIONS OF THE TEXAS DEPARTMENT OF TRANSPORTATION UNLESS OTHERWISE SHOWN ON THESE PLANS OR DIRECTED BY THE ENGINEER.

CITY OF MIDLAND APPROVED ENGINEERING 10.25.2023

ATTENTION IS DIRECTED TO THE RESTRICTIONS ON THE USE OF THESE PLANS AND TO THE PROVISIONS OF THE CONTRACT UNDER WHICH THEY ARE ISSUED. THE ACCEPTANCE OF THESE PLANS BY THE CITY OF MIDLAND SHALL NOT RELIEVE THE CONTRACTOR OF THE RESPONSIBILITY OF CORRECTING ANY ERRORS, OMISSIONS OR OTHER VARIANCES OR DEFICIENCIES OF THE PLANS WHICH MAY EXIST. THE ACCEPTANCE OF THE APPROVAL, based on the construction drawings and other data submitted to the Engineering Division, does not relieve the applicant of the responsibility to comply with the Texas Department of Transportation Standard Specifications for construction of streets and drainage facilities, and other ordinances of the City of Midland governing such work. The Director of Engineering Services Department does not assume responsibility for the accuracy and adequacy of the design, dimensions and elevations which are shown on the construction drawings and other data submitted to the Engineering Division. Approval of these plans does not authorize the violation of any City Ordinance, or the City Standard Details or Specifications, or of any law, statute, or ordinance in force of the City of Midland jurisdiction.

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BY	APPR.	DATE

REVISIONS

DRAWN BY: ,
CHECKED BY: ALM
APPROVED BY: ALM
DATE: 07/17/2023
Job: 220213

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TX-158 & SINCLAIR AVE. STRIPING PLAN

THE STATE HIGHWAY 158 & SINCLARE AVENUE INTERSECTION IMPROVEMENT PROJECT
CITY OF MIDLAND, MIDLAND COUNTY, TEXAS.

STATE OF TEXAS ANDREW L. MELLEN 106572 LICENSED PROFESSIONAL ENGINEER
10/17/2023

SHEET C400 OF 31

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City Council Meeting

Item Number: 11

Meeting Date: April 9, 2024

To: City Council / City Manager

From: Erika Martinez, Manager, Purchasing

Subject: RESOLUTION APPROVING A CONTRACT WITH W.R. CONSTRUCTION, INC., THROUGH SOURCEWELL, FOR THE PURCHASE AND INSTALLATION OF A CANOPY STRUCTURE AT THE SOUTHEAST SENIOR CENTER FOR A TOTAL COST OF $313,715.96; APPROVING $31,284.04 FOR PROJECT RELATED EXPENSES; AND TRANSFERRING FUNDS FOR SAID PROJECT (DISTRICT 2) (GENERAL SERVICES) (STRENGTHEN AND SUSTAIN OUR INFRASTRUCTURE)

Purpose:

Resolution authorizing the execution of a contract for the installation of a canopy at the Southeast Senior Center from W.R. Construction, Inc. through Sourcewell contract TX-PH-GC-101619-WRC for a cost of $313,715.96 plus $31,284.04 in contingencies for a total project cost of $345,000.00.

Recommended City Council Action:

Approve

Fiscal Impact:

$200,000 is available in the CDBG 2022 grant funds and will be transferred to a project. $145,000 is available in the CARES Act project 700298-065 and will be transferred to a project.

Strategic Priority:

(Strengthen and Sustain our Infrastructure)

Discussion:

Staff is recommending the installation of a canopy at the Southeast Senior Center from W.R. Construction, Inc. through Sourcewell contract TX-PH-GC-101619-WRC for a cost of $313,715.96. We are members of the Sourcewell formerly National Joint Powers Alliance (NJPA) 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 attached memo from Laurie Williams, Interim Community Services Director, for additional information.

Therefore, please consider a resolution authorizing the execution of a contract for the installation of a canopy at the Southeast Senior Center from W.R. Construction, Inc. through Sourcewell contract TX-PH-GC-101619-WRC for a cost of $313,715.96 plus $31,284.04 in contingencies for a total project cost of $345,000.00.

Morris Williams Jr.

City Manager's Office

Senior Services Division
Interoffice Memorandum

Date: October 3, 2023
To: Jose Ortiz, Assistant City Manager
From: Laurie M. Williams, Interim Community Services Director
Subject: Purchase of Covered Patio at SE Senior Center in Washington Park

In 2022, consultant PGAL completed a needs assessment for the Midland Senior Centers. In that document, outdoor space was identified as a high priority need by patrons of the Southeast Senior Center. The proposed covered patio would add a 2000 square foot outdoor addition.

Staff applied for CDBG funds in the amount of $200,000, the amount estimated by the consultant to add a covered patio area. An architect was contracted to prepare plans for the addition, and the bidding process resulted in only one bidder with a cost of over $500,000. Plans were revised, and W. R. Construction was asked to submit a proposal to construct the addition.

W. R. Construction has submitted a Sourcewell proposal in the amount of $313,715.96. A 10% contingency is requested, bringing the total cost to $345,000.

Work on the project would begin as soon as possible and be completed by August 1, 2024.

$200,000 is available in the CDBG 2022 grant funds and will be transferred to a project. $145,000 is available in the CARES Act project 700298-065 and will be transferred to a project.

RESOLUTION NO. _____

RESOLUTION APPROVING A CONTRACT WITH W.R. CONSTRUCTION, INC., THROUGH SOURCEWELL, FOR THE PURCHASE AND INSTALLATION OF A CANOPY STRUCTURE AT THE SOUTHEAST SENIOR CENTER FOR A TOTAL COST OF $313,715.96; APPROVING $31,284.04 FOR PROJECT RELATED EXPENSES; AND TRANSFERRING FUNDS FOR SAID PROJECT

WHEREAS, Sourcewell 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, W.R. Construction, Inc., has submitted a total proposed cost to the City of $313,715.96, through Sourcewell, for the purchase and installation of a canopy structure at the Southeast Senior Center; and

WHEREAS, the City Council finds the cost proposed by W.R. Construction, Inc., for the purchase and installation of said canopy structure to be fair and reasonable; and

WHEREAS, the City Council finds it to be in the public interest to award a contract to W.R. Construction, Inc., for the purchase and installation of said canopy structure; and

WHEREAS, the City Council finds it to be in the public interest to approve $31,284.04 for project related expenses;

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 through Sourcewell with W.R. Construction, Inc., for the purchase and installation of a canopy structure at the Southeast Senior Center for a total cost of $313,715.96. Said contract being in a form substantially similar to that of Exhibit A, which is attached hereto and incorporated herein for all purposes.

SECTION TWO. That the sum of $31,284.04 for project related expenses is hereby approved.

SECTION THREE. That the amount of $200,000.00 is available in the CDBG 2022 grant fund and will be transferred to a project established by the City of Midland Finance Department; and the amount of $145,000.00 is available in the CARES Act project 700298-065 and will be transferred to a separate project established by the City of Midland Finance Department.

SECTION FOUR. That the City Comptroller is hereby authorized and directed to pay W.R. Construction, Inc., in accordance with the terms of the above-referenced contract from funds available in the two (2) projects referenced in Section Three above 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., 2024, by the following vote:

Council members voting "AYE":

Council members voting "NAY":

_____
Lori Merritt Blong Mayor

ATTEST:

_____
Marcia Bentley-German, City Secretary

RECOMMENDED AND APPROVED:

_____
Tommy Gonzalez, 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. 24002491

THIS CONTRACT, effective the 10 day of April 2024, by and between the City of Midland, hereinafter referred to as "CITY", and W.R. Construction, Inc., hereinafter referred to as "COMPANY", is made for the following considerations:

1. **Cost:** Total Proposal: $ 313,715.96 DOLLARS

2. **Scope of Work:** COMPANY shall perform all work described for the installation of a canopy at the Southeast Senior Center. Said work being more particularly described in the following documents, which are attached hereto and incorporated herein for all 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 Laurie Williams or the designee under whose supervision these contract documents, including the plans and specifications, were prepared, or who may inspect work performed under this Contract; or such other representative, supervisor, or inspector as may be authorized by CITY to act in any particular capacity under this Contract.

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

5. **Company:** Unless otherwise stipulated, COMPANY shall provide and pay for all materials, supplies, machinery, equipment, tools, superintendence, labor, insurance, and all water, light, power, fuel,

transportation and all other facilities necessary for the execution and completion of the work covered by the contract documents. Unless otherwise specified, all materials shall be new, and both workmanship and materials shall be of a good quality. COMPANY shall, if required, furnish satisfactory evidence as to the kind and quality of materials.

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

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

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

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

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

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

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

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

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

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

9. **Start of Work:** COMPANY shall commence work no later than ten (10) days after receipt of the execution of this document or other written release to proceed and shall complete such work no later than 90 calendar days after release to proceed.

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

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

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

12.1. Defective work not remedied; or

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

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

12.4. Damages to another contractor or subcontractor.

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

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

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

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

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

16. **Payment; 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 or 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: 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. 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.

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: _____
Tommy Gonzalez, City Manager

ATTEST

_____
Marcia Bentley-German, City Governance Officer/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 W.R. Construction, Inc., known to me to be the person and official whose name is subscribed to the forgoing instrument, and acknowledged to me that he executed the same as the act and deed of said corporation, for the purposes and consideration therein expressed, and in the capacity therein stated.

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

_____

Notary Public, State of _____

EXHIBIT "A"

Work Order Signature Document

Sourcewell EZIQC Contract No.: TX-PH-GC-101619-WRC

[X] **New Work Order** [ ] **Modify an Existing Work Order**

Work Order Number.:	127076.00	Work Order Date:	04/03/2024
Work Order Title:	City of Midland- Senior Center Canopy		
Owner Name:	SOUTHWEST - City of Midland	Contractor Name:	W.R. Construction, Inc.
Contact:	Regina Stephenson	Contact:	Jayson Robinson
Phone:	(432) 685-7233	Phone:	

Work to be Performed

Work to be performed as per the Final Detailed Scope of Work Attached and as per the terms and conditions of Sourcewell EZIQC Contract No TX-PH-GC-101619-WRC.

Brief Work Order Description:

Install a new canopy

Time of Performance Estimated Start Date: 05/06/2024

Estimated Completion Date:

Liquidated Damages Will apply: [ ] Will not apply: [X]

Work Order Firm Fixed Price: $313,715.96

Owner Purchase Order Number:

Approvals

Owner Date

Contractor Date

Detailed Scope of Work

To: Jayson Robinson
No Data Input
No Data Input
No Data Input,
No Data Input

From: Regina Stephenson
SOUTHWEST - City of Midland
300 N Loraine
Midland, TX 79701
(432) 685-7233

Date Printed: April 03, 2024

Work Order Number: 127076.00

Work Order Title: City of Midland- Senior Center Canopy

Brief Scope: Install a new canopy

☐ **Preliminary** ☐ **Revised** ☒ **Final**

The following items detail the scope of work as discussed at the site. All requirements necessary to accomplish the items set forth below shall be considered part of this scope of work.

This is a value engineered proposal for a new metal structure canopy. Dirt work is estimated without a Geotech report, but pricing is estimated to the plan specs and notes. There will be approximately 2000sf of new concrete porch area, with a new metal fence encapsulating the porch. The new canopy structure has been valued engineered, and all structural component's will be welded and engineered to city wind and load requirements. We have deleted the wood tongue and groove soffit and replaced with a metal U-panel soffit with the option of R-10 vinyl insulation. Please note, the canopy will have a small gap between the new canopy and the existing building just as shown on the plans. We have also deleted the standing seam roof and replaced with R-panel for additional cost saving. There will be 3 Big Ass fans installed which those can be value engineered as well if the owner wishes to find something less expensive. We will be adding additional outlets along the masonry brick wall. This was bid off the plans dated 2/23/2024. I have not received any addendums. I did not include plumbing in this proposal, but will go ahead and install 1 faucet per plans.

Subject to the terms and conditions of JOC Contract **TX-PH-GC-101619-WRC**.

Contractor _____ Date _____

Owner _____ Date _____

Contractor's Price Proposal - Summary

Date: April 03, 2024

Re:

IQC Master Contract #:	TX-PH-GC-101619-WRC
Work Order #:	127076.00
Owner PO #:	
Title:	City of Midland- Senior Center Canopy
Contractor:	W.R. Construction, Inc.
Proposal Value:	$313,715.96

Electrical Add Alternate	**$106,521.40**
Section - 01	**$55,014.25**
Section - 03	**$41,444.52**
Section - 05	**$95,361.75**
Section - 31	**$15,374.04**
Proposal Total	**$313,715.96**

Thisl total represents the correct total for the proposal. Any discrepancy between line totals, sub-totals and the proposal total is due to rounding.

The Percentage of NPP on this Proposal: **7.27%**

Contractor's Price Proposal - Detail

Date: April 03, 2024

Re:
IQC Master Contract #: TX-PH-GC-101619-WRC
Work Order #: 127076.00
Owner PO #:
Title: City of Midland- Senior Center Canopy
Contractor: W.R. Construction, Inc.
Proposal Value: $313,715.96

	Sect.	Item	Mod.	UOM	Description	Line Total
	Labor	**Equip.** **Material**	**(Excludes)**			
Electrical Add Alternate						
1	26 00 00	00 0666		3	Big Ass Fans	$22,802.77
			NPP	Installation	Quantity 3.00 x Unit Price 6,114.00 x Factor 1.2432 = Total 22,802.77	
					big ass fans	
2	26 05 33	13 0004		CLF	1/2" Electrical Metallic Tubing (EMT) Conduit Assembly With 3 #12 Copper THHN And 1 #12 Copper Insulated Grounding ConductorIncludes conduit, set screw connectors, set screw couplings, straps, wire as indicated. Not for use where detail is available.	$61,259.17
				Installation	Quantity 95.00 x Unit Price 509.79 x Factor 1.2649 = Total 61,259.17	
					electrical conduit, boxes, wire, and switches	
3	26 27 26	00 0330		EA	Duplex Receptacle, Single Gang, High Impact Thermoplastic Weatherproof Cover With Self Closing Lid (Hubbell® HBL522)	$451.82
				Installation	Quantity 4.00 x Unit Price 89.30 x Factor 1.2649 = Total 451.82	
					outdoor electric plugs	
4	26 56 19	00 0221		EA	40 LEDs, 47 Watt, Recessed Mount, Square, LED Soffit Fixture (CREE® BetaLED® SFT-304)	$22,007.64
				Installation	Quantity 16.00 x Unit Price 1,087.42 x Factor 1.2649 = Total 22,007.64	
					lighting	
Subtotal for Electrical Add Alternate						**$106,521.40**
Section - 01						
5	01 22 16	00 0002		EA	Reimbursable FeesReimbursable Fees will be paid to the contractor for eligible costs as directed by Owner. Insert the appropriate quantity to adjust the base cost to the actual Reimbursable Fee. If there are multiple Reimbursable Fees, list each one separately and add a comment in the "note" block to identify the Reimbursable Fee (e.g. sidewalk closure, road cut, various permits, extended warranty, expedited shipping costs, etc.). A copy of each receipt, invoice, or proof of payment shall be submitted with the Price Proposal.	$6,182.00
				Installation	Quantity 5,620.00 x Unit Price 1.00 x Factor 1.1000 = Total 6,182.00	
					performance payment bond	
6	01 22 20	00 0038		HR	WelderFor tasks not included in the Construction Task Catalog® and as directed by owner only.	$13,612.35
				Installation	Quantity 240.00 x Unit Price 44.84 x Factor 1.2649 = Total 13,612.35	
					welder and helper	
7	01 22 23	00 0007		MO	40' Engine Powered, Telescoping Boom Man Lift With Platform	$4,603.79
				Installation	Quantity 1.00 x Unit Price 3,639.65 x Factor 1.2649 = Total 4,603.79	
					boom lift with basket	

Contractor's Price Proposal - Detail Continues..

Work Order Number: 127076.00
Work Order Title: City of Midland- Senior Center Canopy

Section - 01

8	01	22	23	00 0007	0120		For Four-Wheel Drive, Add						$1,035.85
						Installation	Quantity 1.00	x	Unit Price 818.92	x	Factor 1.2649	=	Total 1,035.85
9	01	22	23	00 0215		DAY	1 Ton, Double Smooth Drums, Ride-On Self-Propelled Vibratory Roller With Full-Time Operator						$3,006.31
						Installation	Quantity 3.00	x	Unit Price 792.24	x	Factor 1.2649	=	Total 3,006.31
						roller/ compactor							
10	01	22	23	00 0282		MO	700 LB Capacity, 36" Wide, Skid-Steer Loader With Full-Time Operator						$14,712.95
						Installation	Quantity 1.00	x	Unit Price 11,631.71	x	Factor 1.2649	=	Total 14,712.95
						grading equipment							
11	01	45	23	00 0057		EA	6 x 12 Cylinder Concrete Compression Test, ASTM C-39 Or ASTM D1633						$1,044.91
						Installation	Quantity 12.00	x	Unit Price 68.84	x	Factor 1.2649	=	Total 1,044.91
						concrete test							
12	01	45	23	00 0058		EA	Concrete Cores Compression Test, ASTM C-42						$2,137.33
						Installation	Quantity 12.00	x	Unit Price 140.81	x	Factor 1.2649	=	Total 2,137.33
						compression test							
13	01	56	26	00 0006		LF	Temporary 8' High Chain Link Fence And Posts, Up To 6 Months						$2,815.67
						Installation	Quantity 300.00	x	Unit Price 7.42	x	Factor 1.2649	=	Total 2,815.67
						construction fence							
14	01	71	13	00 0003		EA	Equipment Delivery, Pickup, Mobilization And Demobilization Using A Tractor Trailer With Up To 53' BedIncludes loading, tie-down of equipment, delivery of equipment, off loading on site, rigging, dismantling, loading for return and transporting away. For equipment such as bulldozers, motor scrapers, hydraulic excavators, gradalls, road graders, loader-backhoes, heavy duty construction loaders, tractors, pavers, rollers, bridge finishers, straight mast construction forklifts, telescoping boom rough terrain construction forklifts, telescoping and articulating boom man lifts with >40' boom lengths, etc.						$1,603.40
						Installation	Quantity 1.00	x	Unit Price 1,267.61	x	Factor 1.2649	=	Total 1,603.40
						dirt work equipment delivery							
15	01	71	13	00 0003		EA	Equipment Delivery, Pickup, Mobilization And Demobilization Using A Tractor Trailer With Up To 53' BedIncludes loading, tie-down of equipment, delivery of equipment, off loading on site, rigging, dismantling, loading for return and transporting away. For equipment such as bulldozers, motor scrapers, hydraulic excavators, gradalls, road graders, loader-backhoes, heavy duty construction loaders, tractors, pavers, rollers, bridge finishers, straight mast construction forklifts, telescoping boom rough terrain construction forklifts, telescoping and articulating boom man lifts with >40' boom lengths, etc.						$1,603.40
						Installation	Quantity 1.00	x	Unit Price 1,267.61	x	Factor 1.2649	=	Total 1,603.40
						boom lift delivery							
16	01	74	19	00 0016		EA	40 CY Dumpster (6 Ton) "Construction Debris"Includes delivery of dumpster, rental cost, pick-up cost, hauling, and disposal fee. Non-hazardous material.						$2,656.29
						Installation	Quantity 3.00	x	Unit Price 700.00	x	Factor 1.2649	=	Total 2,656.29
						dumpster							

Subtotal for Section - 01 **$55,014.25**

Section - 03

Contractor's Price Proposal - Detail Continues..

Work Order Number: 127076.00
Work Order Title: City of Midland- Senior Center Canopy

Section - 03

17	03 11 13 00 0010	LF	>6" To 12" High Slab Edge and Block-Out Wood Formwork									$1,302.85
				Quantity		Unit Price		Factor	=	Total		
			Installation	250.00	x	4.12	x	1.2649	=	1,302.85		
			2x6 form work for concrete									
18	03 21 11 00 0053	LF	#7, Grade 60, Columns, Steel Reinforcement Bar									$733.64
				Quantity		Unit Price		Factor	=	Total		
			Installation	250.00	x	2.32	x	1.2649	=	733.64		
			concrete									
19	03 21 11 00 0120	LF	#4, Grade 40, Slab On Grade, Steel Reinforcement Bar									$1,309.17
				Quantity		Unit Price		Factor	=	Total		
			Installation	1,500.00	x	0.69	x	1.2649	=	1,309.17		
			concrete									
20	03 31 13 00 0005	SF	6" 3,000 PSI Slab On Grade Concrete Slabs Assembly									$15,861.85
				Quantity		Unit Price		Factor	=	Total		
			Installation	2,000.00	x	6.27	x	1.2649	=	15,861.85		
			concrete									
21	03 31 13 00 0018	CY	Direct Chute, Place 3,000 PSI Concrete Continuous Footings									$8,820.97
				Quantity		Unit Price		Factor	=	Total		
			Installation	45.00	x	154.97	x	1.2649	=	8,820.97		
			concrete									
22	03 31 13 00 0035	CY	Up To 6", By Direct Chute, Place 3,000 PSI Concrete Slab On Grade									$8,579.06
				Quantity		Unit Price		Factor	=	Total		
			Installation	45.00	x	150.72	x	1.2649	=	8,579.06		
			concrete									
23	03 35 13 00 0004	SF	Broom, Concrete Floor Finish									$1,846.75
				Quantity		Unit Price		Factor	=	Total		
			Installation	2,000.00	x	0.73	x	1.2649	=	1,846.75		
			concrete									
24	03 35 13 00 0005	SF	Final Float, Concrete Floor Finish									$2,200.93
				Quantity		Unit Price		Factor	=	Total		
			Installation	2,000.00	x	0.87	x	1.2649	=	2,200.93		
			concrete									
25	03 62 13 00 0003	SF	2" Deep, Fluid Type, Non-Metallic Non-Shrink Grout For Bases									$789.30
				Quantity		Unit Price		Factor	=	Total		
			Installation	25.00	x	24.96	x	1.2649	=	789.30		
			grout columns									

Subtotal for Section - 03 **$41,444.52**

Section - 05

26	05 12 23 00 0089	TON	Structural Shapes, Steel Angle A36 Structural Steel, Purlins And Girts (Up To 20 LB/LF)									$3,849.27
				Quantity		Unit Price		Factor	=	Total		
			Installation	0.50	x	6,086.29	x	1.2649	=	3,849.27		
			steel members for canopy									
27	05 12 23 00 0185	LF	W10 x 112 A992/A36 Structural Column									$60,720.26
				Quantity		Unit Price		Factor	=	Total		
			Installation	200.00	x	240.02	x	1.2649	=	60,720.26		
			steel canopy									

Contractor's Price Proposal - Detail Continues..

Work Order Number: 127076.00
Work Order Title: City of Midland- Senior Center Canopy

Section - 05

28	05 12 23 00 0687	LF	2" x 2" x 1/8" Square Steel Tubing									$2,396.23
				Quantity		Unit Price		Factor	=	Total		
			Installation	160.00	x	11.84	x	1.2649	=	2,396.23		
			framing for fence and gate									
29	05 31 13 00 0010	SF	2" Deep, 18 Gauge Open Ribbed Galvanized Steel Deck									$12,851.38
				Quantity		Unit Price		Factor	=	Total		
			Installation	2,000.00	x	5.08	x	1.2649	=	12,851.38		
			steel decking roof									
30	05 52 13 00 0028	SF	Powder Coated Steel, Wire Mesh Or Welded Wire Mesh, Railing Infill Panel									$15,544.61
				Quantity		Unit Price		Factor	=	Total		
			Installation	840.00	x	14.63	x	1.2649	=	15,544.61		
			welded wire fence									

Subtotal for Section - 05 **$95,361.75**

Section - 31

31	31 23 16 13 0002	CY	12" Wide or Less, Excavation for Trenching by Machine in Soil									$595.89
				Quantity		Unit Price		Factor	=	Total		
			Installation	70.00	x	6.73	x	1.2649	=	595.89		
			dirt work									
32	31 23 16 36 0003	CY	Excavation For Building Foundations And Other Structures By Skid-Steer Loader In Soil									$5,342.94
				Quantity		Unit Price		Factor	=	Total		
			Installation	800.00	x	5.28	x	1.2649	=	5,342.94		
			dirt work									
33	31 23 16 36 0021	CY	Compaction Of Fill Or Subbase For Building Foundations and Other Structures by Vibratory Plate, Air Tamper, Etcetera									$5,120.32
				Quantity		Unit Price		Factor	=	Total		
			Installation	800.00	x	5.06	x	1.2649	=	5,120.32		
			dirt work									
34	31 23 16 36 0024	SY	Rough Grading For Building Foundations And Other Structures by Machine									$738.70
				Quantity		Unit Price		Factor	=	Total		
			Installation	800.00	x	0.73	x	1.2649	=	738.70		
			dirt work									
35	31 23 16 36 0025	SY	Finish Grading For Building Foundations And Other Structures by Machine									$1,183.95
				Quantity		Unit Price		Factor	=	Total		
			Installation	800.00	x	1.17	x	1.2649	=	1,183.95		
			dirt work									
36	31 23 16 36 0028	CY	Load Excess Material For Removal From Excavation For Building Foundations and Other Structures by Machine									$2,392.24
				Quantity		Unit Price		Factor	=	Total		
			Installation	445.00	x	4.25	x	1.2649	=	2,392.24		
			dirt work									

Subtotal for Section - 31 **$15,374.04**

Proposal Total **$313,715.96**

This total represents the correct total for the proposal. Any discrepancy between line totals, sub-totals and the proposal total is due to rounding.

The Percentage of NPP on this Proposal: **7.27%**

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: TX20240261 01/05/2024

Superseded General Decision Number: TX20230261

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)(1).

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 $17.20 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 2024.
If the contract was awarded on	. Executive Order 13658	
or between January 1, 2015 and		generally applies to the
January 29, 2022, and the		contract.
contract is not renewed or	. The contractor must pay all	
extended on or after January		covered workers at least
30, 2022:		$12.90 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 2024.

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

http://www.dol.gov/whd/govcontracts.

Modification Number Publication Date

0 01/05/2024

BOIL0074-003 07/01/2023

Rates Fringes

BOILERMAKER.....$ 37.00 24.64

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 06/01/2023

Rates Fringes

IRONWORKER, ORNAMENTAL.....$ 27.51 8.13

PLUM0404-001 09/01/2022

Rates Fringes

PLUMBER.....$ 28.64 10.65

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.

==========

** Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 ($17.20) or 13658 ($12.90). Please see the Note at the top of the wage determination for more information. Please also note that the minimum wage requirements of Executive Order 14026 are not currently being enforced as to any contract or subcontract to which the states of Texas, Louisiana, or Mississippi, including their agencies, are a party.

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) (iii)).

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 DECISION"

THE CITY OF MIDLAND

CONTRACT

Contract No. 24002491

THIS CONTRACT, effective the 10 day of April 2024, by and between the City of Midland, hereinafter referred to as "CITY", and W.R. Construction, Inc., hereinafter referred to as "COMPANY", is made for the following considerations:

1. **Cost:** Total Proposal: $ 313,715.96 DOLLARS

2. **Scope of Work:** COMPANY shall perform all work described for the installation of a canopy at the Southeast Senior Center. Said work being more particularly described in the following documents, which are attached hereto and incorporated herein for all 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 Laurie Williams or the designee under whose supervision these contract documents, including the plans and specifications, were prepared, or who may inspect work performed under this Contract; or such other representative, supervisor, or inspector as may be authorized by CITY to act in any particular capacity under this Contract.

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

5. **Company:** Unless otherwise stipulated, COMPANY shall provide and pay for all materials, supplies, machinery, equipment, tools, superintendence, labor, insurance, and all water, light, power, fuel,

transportation and all other facilities necessary for the execution and completion of the work covered by the contract documents. Unless otherwise specified, all materials shall be new, and both workmanship and materials shall be of a good quality. COMPANY shall, if required, furnish satisfactory evidence as to the kind and quality of materials.

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

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

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

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

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

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

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

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

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

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

9. **Start of Work:** COMPANY shall commence work no later than ten (10) days after receipt of the execution of this document or other written release to proceed and shall complete such work no later than 90 calendar days after release to proceed.

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

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

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

12.1. Defective work not remedied; or

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

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

12.4. Damages to another contractor or subcontractor.

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

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

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

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

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

16. **Payment; 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 or 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: 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. 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.

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: _____
Tommy Gonzalez, City Manager

ATTEST

_____
Marcia Bentley-German, City Governance Officer/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 W.R. Construction, Inc., known to me to be the person and official whose name is subscribed to the forgoing instrument, and acknowledged to me that he executed the same as the act and deed of said corporation, for the purposes and consideration therein expressed, and in the capacity therein stated.

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

_____
Notary Public, State of _____

EXHIBIT "A"

Work Order Signature Document

Sourcewell EZIQC Contract No.: TX-PH-GC-101619-WRC

[X] **New Work Order** [ ] **Modify an Existing Work Order**

Work Order Number.:	127076.00	Work Order Date:	04/03/2024
Work Order Title:	City of Midland- Senior Center Canopy		
Owner Name:	SOUTHWEST - City of Midland	Contractor Name:	W.R. Construction, Inc.
Contact:	Regina Stephenson	Contact:	Jayson Robinson
Phone:	(432) 685-7233	Phone:	

Work to be Performed

Work to be performed as per the Final Detailed Scope of Work Attached and as per the terms and conditions of Sourcewell EZIQC Contract No TX-PH-GC-101619-WRC.

Brief Work Order Description:

Install a new canopy

Time of Performance Estimated Start Date: 05/06/2024

Estimated Completion Date:

Liquidated Damages Will apply: [ ] Will not apply: [X]

Work Order Firm Fixed Price: $313,715.96

Owner Purchase Order Number:

Approvals

Owner Date

Contractor Date

Detailed Scope of Work

To: Jayson Robinson
No Data Input
No Data Input
No Data Input,
No Data Input

From: Regina Stephenson
SOUTHWEST - City of Midland
300 N Loraine
Midland, TX 79701
(432) 685-7233

Date Printed: April 03, 2024

Work Order Number: 127076.00

Work Order Title: City of Midland- Senior Center Canopy

Brief Scope: Install a new canopy

☐ **Preliminary** ☐ **Revised** ☒ **Final**

The following items detail the scope of work as discussed at the site. All requirements necessary to accomplish the items set forth below shall be considered part of this scope of work.

This is a value engineered proposal for a new metal structure canopy. Dirt work is estimated without a Geotech report, but pricing is estimated to the plan specs and notes. There will be approximately 2000sf of new concrete porch area, with a new metal fence encapsulating the porch. The new canopy structure has been valued engineered, and all structural component's will be welded and engineered to city wind and load requirements. We have deleted the wood tongue and groove soffit and replaced with a metal U-panel soffit with the option of R-10 vinyl insulation. Please note, the canopy will have a small gap between the new canopy and the existing building just as shown on the plans. We have also deleted the standing seam roof and replaced with R-panel for additional cost saving. There will be 3 Big Ass fans installed which those can be value engineered as well if the owner wishes to find something less expensive. We will be adding additional outlets along the masonry brick wall. This was bid off the plans dated 2/23/2024. I have not received any addendums. I did not include plumbing in this proposal, but will go ahead and install 1 faucet per plans.

Subject to the terms and conditions of JOC Contract **TX-PH-GC-101619-WRC**.

Contractor _____ Date _____

Owner _____ Date _____

Contractor's Price Proposal - Summary

Date: April 03, 2024

Re:

IQC Master Contract #:	TX-PH-GC-101619-WRC
Work Order #:	127076.00
Owner PO #:	
Title:	City of Midland- Senior Center Canopy
Contractor:	W.R. Construction, Inc.
Proposal Value:	$313,715.96

Electrical Add Alternate	**$106,521.40**
Section - 01	**$55,014.25**
Section - 03	**$41,444.52**
Section - 05	**$95,361.75**
Section - 31	**$15,374.04**
Proposal Total	**$313,715.96**

Thisl total represents the correct total for the proposal. Any discrepancy between line totals, sub-totals and the proposal total is due to rounding.

The Percentage of NPP on this Proposal: **7.27%**

Contractor's Price Proposal - Detail

Date: April 03, 2024

Re:
IQC Master Contract #: TX-PH-GC-101619-WRC
Work Order #: 127076.00
Owner PO #:
Title: City of Midland- Senior Center Canopy
Contractor: W.R. Construction, Inc.
Proposal Value: $313,715.96

	Sect.	Item	Mod.	UOM	Description	Line Total
Labor	Equip.	Material	(Excludes)			

Electrical Add Alternate

1 26 00 00 00 0666 — 3 — Big Ass Fans — $22,802.77

NPP

	Quantity		Unit Price		Factor	=	Total
Installation	3.00	x	6,114.00	x	1.2432	=	22,802.77

big ass fans

2 26 05 33 13 0004 — CLF — 1/2" Electrical Metallic Tubing (EMT) Conduit Assembly With 3 #12 Copper THHN And 1 #12 Copper Insulated Grounding ConductorIncludes conduit, set screw connectors, set screw couplings, straps, wire as indicated. Not for use where detail is available. — $61,259.17

	Quantity		Unit Price		Factor	=	Total
Installation	95.00	x	509.79	x	1.2649	=	61,259.17

electrical conduit, boxes, wire, and switches

3 26 27 26 00 0330 — EA — Duplex Receptacle, Single Gang, High Impact Thermoplastic Weatherproof Cover With Self Closing Lid (Hubbell® HBL522) — $451.82

	Quantity		Unit Price		Factor	=	Total
Installation	4.00	x	89.30	x	1.2649	=	451.82

outdoor electric plugs

4 26 56 19 00 0221 — EA — 40 LEDs, 47 Watt, Recessed Mount, Square, LED Soffit Fixture (CREE® BetaLED® SFT-304) — $22,007.64

	Quantity		Unit Price		Factor	=	Total
Installation	16.00	x	1,087.42	x	1.2649	=	22,007.64

lighting

Subtotal for Electrical Add Alternate **$106,521.40**

Section - 01

5 01 22 16 00 0002 — EA — Reimbursable FeesReimbursable Fees will be paid to the contractor for eligible costs as directed by Owner. Insert the appropriate quantity to adjust the base cost to the actual Reimbursable Fee. If there are multiple Reimbursable Fees, list each one separately and add a comment in the "note" block to identify the Reimbursable Fee (e.g. sidewalk closure, road cut, various permits, extended warranty, expedited shipping costs, etc.). A copy of each receipt, invoice, or proof of payment shall be submitted with the Price Proposal. — $6,182.00

	Quantity		Unit Price		Factor	=	Total
Installation	5,620.00	x	1.00	x	1.1000	=	6,182.00

performance payment bond

6 01 22 20 00 0038 — HR — WelderFor tasks not included in the Construction Task Catalog® and as directed by owner only. — $13,612.35

	Quantity		Unit Price		Factor	=	Total
Installation	240.00	x	44.84	x	1.2649	=	13,612.35

welder and helper

7 01 22 23 00 0007 — MO — 40' Engine Powered, Telescoping Boom Man Lift With Platform — $4,603.79

	Quantity		Unit Price		Factor	=	Total
Installation	1.00	x	3,639.65	x	1.2649	=	4,603.79

boom lift with basket

Contractor's Price Proposal - Detail Continues..

Work Order Number: 127076.00
Work Order Title: City of Midland- Senior Center Canopy

Section - 01

8	01	22	23	00 0007	0120		For Four-Wheel Drive, Add						$1,035.85
						Installation	Quantity 1.00	x	Unit Price 818.92	x	Factor 1.2649	=	Total 1,035.85
9	01	22	23	00 0215		DAY	1 Ton, Double Smooth Drums, Ride-On Self-Propelled Vibratory Roller With Full-Time Operator						$3,006.31
						Installation	Quantity 3.00	x	Unit Price 792.24	x	Factor 1.2649	=	Total 3,006.31
						roller/ compactor							
10	01	22	23	00 0282		MO	700 LB Capacity, 36" Wide, Skid-Steer Loader With Full-Time Operator						$14,712.95
						Installation	Quantity 1.00	x	Unit Price 11,631.71	x	Factor 1.2649	=	Total 14,712.95
						grading equipment							
11	01	45	23	00 0057		EA	6 x 12 Cylinder Concrete Compression Test, ASTM C-39 Or ASTM D1633						$1,044.91
						Installation	Quantity 12.00	x	Unit Price 68.84	x	Factor 1.2649	=	Total 1,044.91
						concrete test							
12	01	45	23	00 0058		EA	Concrete Cores Compression Test, ASTM C-42						$2,137.33
						Installation	Quantity 12.00	x	Unit Price 140.81	x	Factor 1.2649	=	Total 2,137.33
						compression test							
13	01	56	26	00 0006		LF	Temporary 8' High Chain Link Fence And Posts, Up To 6 Months						$2,815.67
						Installation	Quantity 300.00	x	Unit Price 7.42	x	Factor 1.2649	=	Total 2,815.67
						construction fence							
14	01	71	13	00 0003		EA	Equipment Delivery, Pickup, Mobilization And Demobilization Using A Tractor Trailer With Up To 53' BedIncludes loading, tie-down of equipment, delivery of equipment, off loading on site, rigging, dismantling, loading for return and transporting away. For equipment such as bulldozers, motor scrapers, hydraulic excavators, gradalls, road graders, loader-backhoes, heavy duty construction loaders, tractors, pavers, rollers, bridge finishers, straight mast construction forklifts, telescoping boom rough terrain construction forklifts, telescoping and articulating boom man lifts with >40' boom lengths, etc.						$1,603.40
						Installation	Quantity 1.00	x	Unit Price 1,267.61	x	Factor 1.2649	=	Total 1,603.40
						dirt work equipment delivery							
15	01	71	13	00 0003		EA	Equipment Delivery, Pickup, Mobilization And Demobilization Using A Tractor Trailer With Up To 53' BedIncludes loading, tie-down of equipment, delivery of equipment, off loading on site, rigging, dismantling, loading for return and transporting away. For equipment such as bulldozers, motor scrapers, hydraulic excavators, gradalls, road graders, loader-backhoes, heavy duty construction loaders, tractors, pavers, rollers, bridge finishers, straight mast construction forklifts, telescoping boom rough terrain construction forklifts, telescoping and articulating boom man lifts with >40' boom lengths, etc.						$1,603.40
						Installation	Quantity 1.00	x	Unit Price 1,267.61	x	Factor 1.2649	=	Total 1,603.40
						boom lift delivery							
16	01	74	19	00 0016		EA	40 CY Dumpster (6 Ton) "Construction Debris"Includes delivery of dumpster, rental cost, pick-up cost, hauling, and disposal fee. Non-hazardous material.						$2,656.29
						Installation	Quantity 3.00	x	Unit Price 700.00	x	Factor 1.2649	=	Total 2,656.29
						dumpster							

Subtotal for Section - 01 **$55,014.25**

Section - 03

Contractor's Price Proposal - Detail Continues..

Work Order Number: 127076.00
Work Order Title: City of Midland- Senior Center Canopy

Section - 03

17	03 11 13 00 0010	LF	>6" To 12" High Slab Edge and Block-Out Wood Formwork									$1,302.85
				Quantity		Unit Price		Factor	=	Total		
		Installation		250.00	x	4.12	x	1.2649	=	1,302.85		
		2x6 form work for concrete										
18	03 21 11 00 0053	LF	#7, Grade 60, Columns, Steel Reinforcement Bar									$733.64
				Quantity		Unit Price		Factor	=	Total		
		Installation		250.00	x	2.32	x	1.2649	=	733.64		
		concrete										
19	03 21 11 00 0120	LF	#4, Grade 40, Slab On Grade, Steel Reinforcement Bar									$1,309.17
				Quantity		Unit Price		Factor	=	Total		
		Installation		1,500.00	x	0.69	x	1.2649	=	1,309.17		
		concrete										
20	03 31 13 00 0005	SF	6" 3,000 PSI Slab On Grade Concrete Slabs Assembly									$15,861.85
				Quantity		Unit Price		Factor	=	Total		
		Installation		2,000.00	x	6.27	x	1.2649	=	15,861.85		
		concrete										
21	03 31 13 00 0018	CY	Direct Chute, Place 3,000 PSI Concrete Continuous Footings									$8,820.97
				Quantity		Unit Price		Factor	=	Total		
		Installation		45.00	x	154.97	x	1.2649	=	8,820.97		
		concrete										
22	03 31 13 00 0035	CY	Up To 6", By Direct Chute, Place 3,000 PSI Concrete Slab On Grade									$8,579.06
				Quantity		Unit Price		Factor	=	Total		
		Installation		45.00	x	150.72	x	1.2649	=	8,579.06		
		concrete										
23	03 35 13 00 0004	SF	Broom, Concrete Floor Finish									$1,846.75
				Quantity		Unit Price		Factor	=	Total		
		Installation		2,000.00	x	0.73	x	1.2649	=	1,846.75		
		concrete										
24	03 35 13 00 0005	SF	Final Float, Concrete Floor Finish									$2,200.93
				Quantity		Unit Price		Factor	=	Total		
		Installation		2,000.00	x	0.87	x	1.2649	=	2,200.93		
		concrete										
25	03 62 13 00 0003	SF	2" Deep, Fluid Type, Non-Metallic Non-Shrink Grout For Bases									$789.30
				Quantity		Unit Price		Factor	=	Total		
		Installation		25.00	x	24.96	x	1.2649	=	789.30		
		grout columns										

Subtotal for Section - 03 **$41,444.52**

Section - 05

26	05 12 23 00 0089	TON	Structural Shapes, Steel Angle A36 Structural Steel, Purlins And Girts (Up To 20 LB/LF)									$3,849.27
				Quantity		Unit Price		Factor	=	Total		
		Installation		0.50	x	6,086.29	x	1.2649	=	3,849.27		
		steel members for canopy										
27	05 12 23 00 0185	LF	W10 x 112 A992/A36 Structural Column									$60,720.26
				Quantity		Unit Price		Factor	=	Total		
		Installation		200.00	x	240.02	x	1.2649	=	60,720.26		
		steel canopy										

Contractor's Price Proposal - Detail Continues..

Work Order Number: 127076.00
Work Order Title: City of Midland- Senior Center Canopy

Section - 05

28	05 12 23 00 0687	LF	2" x 2" x 1/8" Square Steel Tubing									$2,396.23
				Quantity		Unit Price		Factor	=	Total		
			Installation	160.00	x	11.84	x	1.2649	=	2,396.23		
			framing for fence and gate									
29	05 31 13 00 0010	SF	2" Deep, 18 Gauge Open Ribbed Galvanized Steel Deck									$12,851.38
				Quantity		Unit Price		Factor	=	Total		
			Installation	2,000.00	x	5.08	x	1.2649	=	12,851.38		
			steel decking roof									
30	05 52 13 00 0028	SF	Powder Coated Steel, Wire Mesh Or Welded Wire Mesh, Railing Infill Panel									$15,544.61
				Quantity		Unit Price		Factor	=	Total		
			Installation	840.00	x	14.63	x	1.2649	=	15,544.61		
			welded wire fence									

Subtotal for Section - 05 **$95,361.75**

Section - 31

31	31 23 16 13 0002	CY	12" Wide or Less, Excavation for Trenching by Machine in Soil									$595.89
				Quantity		Unit Price		Factor	=	Total		
			Installation	70.00	x	6.73	x	1.2649	=	595.89		
			dirt work									
32	31 23 16 36 0003	CY	Excavation For Building Foundations And Other Structures By Skid-Steer Loader In Soil									$5,342.94
				Quantity		Unit Price		Factor	=	Total		
			Installation	800.00	x	5.28	x	1.2649	=	5,342.94		
			dirt work									
33	31 23 16 36 0021	CY	Compaction Of Fill Or Subbase For Building Foundations and Other Structures by Vibratory Plate, Air Tamper, Etcetera									$5,120.32
				Quantity		Unit Price		Factor	=	Total		
			Installation	800.00	x	5.06	x	1.2649	=	5,120.32		
			dirt work									
34	31 23 16 36 0024	SY	Rough Grading For Building Foundations And Other Structures by Machine									$738.70
				Quantity		Unit Price		Factor	=	Total		
			Installation	800.00	x	0.73	x	1.2649	=	738.70		
			dirt work									
35	31 23 16 36 0025	SY	Finish Grading For Building Foundations And Other Structures by Machine									$1,183.95
				Quantity		Unit Price		Factor	=	Total		
			Installation	800.00	x	1.17	x	1.2649	=	1,183.95		
			dirt work									
36	31 23 16 36 0028	CY	Load Excess Material For Removal From Excavation For Building Foundations and Other Structures by Machine									$2,392.24
				Quantity		Unit Price		Factor	=	Total		
			Installation	445.00	x	4.25	x	1.2649	=	2,392.24		
			dirt work									

Subtotal for Section - 31 **$15,374.04**

Proposal Total **$313,715.96**

This total represents the correct total for the proposal. Any discrepancy between line totals, sub-totals and the proposal total is due to rounding.

The Percentage of NPP on this Proposal: **7.27%**

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: TX20240261 01/05/2024

Superseded General Decision Number: TX20230261

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)(1).

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 $17.20 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 2024.
If the contract was awarded on	. Executive Order 13658	
or between January 1, 2015 and		generally applies to the
January 29, 2022, and the		contract.
contract is not renewed or	. The contractor must pay all	
extended on or after January		covered workers at least
30, 2022:		$12.90 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 2024.

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

http://www.dol.gov/whd/govcontracts.

Modification Number Publication Date

0 01/05/2024

BOIL0074-003 07/01/2023

Rates Fringes

BOILERMAKER.....$ 37.00 24.64

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 06/01/2023

Rates Fringes

IRONWORKER, ORNAMENTAL.....$ 27.51 8.13

PLUM0404-001 09/01/2022

Rates Fringes

PLUMBER.....$ 28.64 10.65

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.

==========

** Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 ($17.20) or 13658 ($12.90). Please see the Note at the top of the wage determination for more information. Please also note that the minimum wage requirements of Executive Order 14026 are not currently being enforced as to any contract or subcontract to which the states of Texas, Louisiana, or Mississippi, including their agencies, are a party.

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) (iii)).

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.

==========

END OF GENERAL DECISION"

City Council Meeting

Item Number: 12

Meeting Date: April 9, 2024

To: City Council / City Manager

From: Justine Ruff, Director

Subject: **MOTION AUTHORIZING THE APPROPRIATION AND TRANSFER OF THE FOLLOWING FUND AMOUNTS FROM THE FOLLOWING ACCOUNTS TO THE AIRPORT FUND: $58,870.00 FROM THE SANITATION FUND UNAPPROPRIATED FUND BALANCE; $54,198.00 FROM THE UTILITIES FUND UNAPPROPRIATED FUND BALANCE; AND $1,946,462.00 FROM THE GENERAL FUND UNAPPROPRIATED FUND BALANCE; AND AUTHORIZING THE APPROPRIATION AND TRANSFER OF $7,473,459.00 FROM THE AIRPORT FUND UNAPPROPRIATED FUND BALANCE TO THE GENERAL FUND**
(DISTRICT 4) (AIRPORTS) (TRANSPARENT & CONSISTENT COMMUNICATION)

Purpose:

Motion authorizing various City departments to reimburse the Airport Fund for various land leases and sales of Airport Property and appropriating funds and allowing the Airport Fund to reimburse the General Fund for past Airport Subsidies.

Recommended City Council Action:

Approve

Fiscal Impact:

Breakout of Costs:

Sanitation purchase of land for Citizen's Collection Center	$	58,870.00
Utilities purchase of land for Water Tower and Easement	$	40,660.00
Utilities – land rent for Windlands Park Building (Annual)	$	1,934.00
Parks – annual land rent for Windlands and Tumbleweed Parks	$	278,066.00
Utilities – land rent for Windlands Park Building – (6 years)	$	11,604.00

Parks – land rent for Windlands & Tumbleweed Parks – (6 years)	$ 1,668,396.00
Total Owed Airport Fund	$ 2,059,530.00

General Fund Subsidy of the Airport Fund 2018	$2,051,978.00
General Fund Subsidy of the Airport Fund 2019	$1,732,900.00
General Fund Subsidy of the Airport Fund 2020	$1,689,132.00
General Fund Subsidy of the Airport Fund 2021	$2,043,311.00
General Fund Subsidy of the Airport Fund 2022	$ (43,862.00)
Total Owed General Fund from Airport Fund	$7,473,459.00

Appropriation Language:

$58,870 will be appropriated from Sanitation Fund unappropriated fund balance and transferred to the Airport.

$54,198 will be appropriated from Utilities Fund unappropriated fund balance and transferred to the Airport.

$1,946,462 will be appropriated from the General Fund unappropriated fund balance and transferred to the Airport.

$7,473,459 will be appropriated from the Airport unappropriated fund balance and transferred to the General Fund.

Note: The above appropriation language includes the annual rent for Parks and Utilities for FY 24.

Strategic Priority:

(Transparent & Consistent Communication)

Discussion:

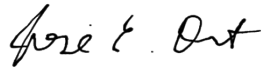
The City of Midland General Fund will pay the Airport Fund $1,668,396 (6 years of rent) to address the Noncompliance Citation received in October 2022 because of the Midland Airpark Land Use Compliance Inspection conducted by the Federal Aviation Administration (FAA) between September 6-8, 2022. Payment will reflect the rental appraisal for Parks ($278,066.00) and the City of Midland will continue to pay the Department of Airports annually.

The City of Midland has a Utility Department building at Windlands Park that sits on Airport property. The City of Midland will compensate the Department of Airports in back pay (6 years) at an appraised value of $11,604. The City of Midland will compensate the Department of Airports for the land ($1,934.00) that the structure resides on each year the building is used for reasons other than aviation purposes.

The City of Midland will compensate the Department of Airports for the land purchase at Executive Airpark Land for a water tower. The fair market appraised value was $40,660.

The City of Midland will compensate the Department of Airports for the land purchase at Executive Airpark for a Citizen's Collection Center. The fair market appraised value of the land is $58,870.

The Department of Airports (Airport Fund) will pay the City of Midland (General Fund) $7,473,459 as reimbursement for subsidies the City of Midland provided the Department of Airports for the last 6 fiscal years.



City Manager's Office

City Council Meeting

Item Number: 13

Meeting Date: April 9, 2024

To: City Council / City Manager

From: Elizabeth Triggs, Director

Subject: RESOLUTION AUTHORIZING THE EXECUTION OF AN AGREEMENT WITH MIDLAND COLLEGE DISTRICT FOR SAID DISTRICT TO PARTICIPATE IN TAX INCREMENT REINVESTMENT ZONE NUMBER TWO (DISTRICT 2 AND 3) (DEVELOPMENT SERVICES) (STRONG ECONOMY WITH MORE QUALITY JOBS)

Purpose:

Resolution of an agreement with Midland College District for said District to participate in Tax Increment Reinvestment Zone Number Two.

Recommended City Council Action:

Approve

Fiscal Impact:

During the Agreement's term, Midland College District will annually deposit its share of real property tax revenue increase, known as the "Tax Increment," into the Zone's Tax Increment Fund. This deposit is calculated by subtracting the appraised value of real property within the Zone for the applicable tax year from the value as of January 1, 2023, with a maximum contribution of $15,613,044 throughout the Agreement's term.

Strategic Priority:

(Strong Economy with More Quality Jobs)

Discussion:

On November 14, 2023, the City Council approved Tax Increment Reinvestment Zone Number 2 (the "Zone") in Downtown Midland, aiming to boost redevelopment within the zone. The City

committed to contributing 100 percent of its share of increased property tax revenue, known as "Tax Increment," to the Zone's Fund until the Zone's term ends in 2054, unless otherwise terminated. On November 30, 2023, Midland County Hospital joined the Zone, agreeing to contribute 100 percent of its Tax Increment share over the 30-year Zone term, capped at $14,474,782. Shortly thereafter, on December 12, 2023, the City Council formalized the Hospital's contribution to the Zone by entering a participation with the Hospital.

Since that time, the Midland College District elected to join the Zone, committing to depositing 100 percent of its Tax Increment share annually with a total contribution capped at $15,613,044 over the life of the Zone. The proposed agreement being considered by City Council formalizes the County's participation in the Zone.

With respect to next steps and prior to the use of any Tax Increment deposited into the Zone's Fund, the Zone's Board of Directors must adopt a Final Project Plan which will identify Projects Costs that can be funded by the Zone's Fund. The Board will consist of 7 members appointed by the City Council, 2 members designated by the Hospital, and 2 members designated by the College District. Other taxing units opting to participate in the Zone may designate two members for appointment to the board, provided the total number of directors cannot exceed 15.

Jose E. Ort

City Manager's Office

RESOLUTION NO. _____

RESOLUTION AUTHORIZING THE EXECUTION OF

AN AGREEMENT WITH MIDLAND COLLEGE

DISTRICT FOR SAID DISTRICT TO PARTICIPATE IN

WHEREAS, as authorized by Chapter 311 of the Texas Tax Code and pursuant
TAX INCREMENT REINVESTMENT ZONE NUMBER
to

TWO

Ordinance No. 10448, which was adopted by the City Council on November 14,
2023, the

City created Tax Increment Reinvestment Zone Number Two (the "Zone"); and

WHEREAS, the City Council recognizes that the Participant's participation in
WHEREAS, the City provided notice to the Board of Trustees (the "Participant
the
's

funding of the Zone will have the desired effect of developing or redeveloping
Governing Body") of Midland College District (the "Participant") of the City's creation
property in
of

the Zone to the benefit of all taxing units that levy taxes in the Zone; and
the Zone; and

WHEREAS, the Participant's Governing Body has authorized the execution of
an
THAT the City Manager and the City Secretary are hereby authorized and
NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE
directed

agreement (the "Agreement") with the City for the Participant to participate in the
CITY OF MIDLAND, TEXAS:
Zone, said
to execute and attest, respectively, the Agreement on behalf of the City of Midland.

Agreement to be in a form substantially similar to that attached hereto as Exhibit "A";
On motion of Council member _____, seconded by Council
and
member

WHEREAS, the City Council finds it to be in the public interest to authorize
_____, the above and foregoing resolution was adopted by the City Council of
the
the

execution of the Agreement;
Council members voting "AYE":
City of Midland at a regular meeting on the _____ day of _____, A.D., 2024, by

the following vote:

Council members voting "NAY":

_____

Lori Merritt Blong, Mayor

ATTEST:

_____

Marcia Bentley-German, City Secretary

RECOMMENDED AND APPROVED:

_____

Tommy Gonzalez, City Manager

APPROVED AS TO CONTENT

AND COMPLETENESS:

_____

Elizabeth Triggs, Planning and Development Officer

APPROVED ONLY AS TO FORM:

_____

John Ohnemiller, City Attorney

EXHIBIT "A"

AGREEMENT TO PARTICIPATE IN TAX INCREMENT REINVESTMENT ZONE NUMBER TWO, CITY OF MIDLAND, TEXAS

This **AGREEMENT TO PARTICIPATE IN TAX INCREMENT REINVESTMENT ZONE NUMBER TWO, CITY OF MIDLAND, TEXAS** (**"Agreement"**) is entered into by and between the **CITY OF MIDLAND, TEXAS** (the **"City"**) and **MIDLAND COLLEGE DISTRICT** (the **"Participant"**).

The City and the Participant hereby agree that the following statements are true and correct and constitute the basis upon which the City and the Participant have entered into this Agreement:

A. On November 14, 2023, the City Council of the City of Midland, Texas (the **"Council"**), pursuant to Chapter 311 of the Texas Tax Code, approved Ordinance No. 10448 designating a contiguous geographic area within the City as a Reinvestment Zone Number Two, City of Midland, Texas (the **"Zone"**).

B. Pursuant to and as required by the Act, defined below, the City prepared a Preliminary Reinvestment Zone Project Plan and Financing Plan for Tax Increment Reinvestment Zone Number Two, City of Midland, Texas attached as Exhibit C to Ordinance No. 10448 (hereinafter referred to as the "Preliminary Project and Financing Plan") for a proposed tax increment reinvestment zone containing the real property within the Zone. The Preliminary Project and Financing Plan is hereby incorporated by reference for all purposes and is attached hereto as **Exhibit "A".**

C. Designation of the Zone will cause development of property in and around the Zone to occur that would not occur otherwise in the foreseeable future. It is anticipated that other complementary development in the Zone will follow. This overall development will result in increased tax revenues and other public benefits for both the City and the Participant.

D. Pursuant to Section 311.013(f) of the Texas Tax Code, the Participant is not required to pay any tax increment into the tax increment fund of the Zone unless it enters into an agreement to do so with the City. The Participant wishes to enter into such an agreement with the City.

NOW, THEREFORE, for and in consideration of the conditions set forth herein, the sufficiency of which is hereby acknowledged, the City and the Participant do hereby contract, covenant and agree as follows:

1. INCORPORATION OF RECITALS.

The parties hereby agree that the recitals set forth above are true and correct and form the basis upon which they have entered into this Agreement.

2. DEFINITIONS.

In addition to any terms defined in the body of this Agreement, the following terms shall have the definitions ascribed to them as follows:

Act means the Tax Increment Financing Act, as amended and as codified in Chapter 311 of the Texas Tax Code.

Captured Appraised Value in a given year means the total appraised value of all real property taxable by the Participant and located in the Zone for that year less the Tax Increment Base. Captured Appraised Value does not include sales tax, which is not included in this Agreement.

Early Termination means the Participant's termination of this Agreement prior to the expiration of the Agreement.

Preliminary Project and Financing Plan means the project plan for the development and/or redevelopment of the Zone, which will be presented to the TIF Board for recommendation of approval, and subsequently presented to the City Council of the City for consideration of approval by ordinance.

Project and Financing Plan means the project plan for the development and/or redevelopment of the Zone that has been approved by City Council of the City by ordinance.

Tax Increment in a given year means the amount of property taxes levied and collected by the Participant for that year on the Captured Appraised Value of real property taxable by the Participant and located in the Zone.

Tax Increment Base means the total appraised value as of January 1, 2023, of all real property taxable by the Participant and located in the Zone.

Tax Increment Fund means that fund created by the City pursuant to Section 311.014 of the Act and Section Seven of City Ordinance No. 10448, which will be maintained by the City as a separate and individual account into which all revenues of the Zone will be deposited, including (i) deposits of Tax Increment by the City and by other taxing units with jurisdiction over real property in the Zone, including the Participant, and (ii) all accrued interest earned on the cash balance of the fund.

TIF Board means the governing board of directors of the Zone appointed in accordance with Section 311.009 of the Act and pursuant to the TIF Ordinance.

TIF Ordinance means City Ordinance No. 10448 adopted on November 14, 2023, attached hereto as **Exhibit "B"**.

Zone means the certain real properties and boundaries as described in the TIF Ordinance.

3. DEPOSIT OF TAX INCREMENT.

Pursuant to a Resolution duly adopted by the Board of Trustees of the Participant, which Resolution is attached hereto as **Exhibit "C"** and is hereby made a part of this Agreement for all purposes, and specifically subject to Section 4 of this Agreement, the Participant hereby agrees to deposit each year during the term of this Agreement, beginning with the 2024 tax year, one hundred percent (100%) of the Participant's Tax Increment into the Tax Increment Fund. Such deposits shall be made in accordance with the City's standard administrative procedures, but only following receipt of a bill from the City that outlines the City's calculation of the amount of the deposit that is required for that year. The Participant's participation over the life of the Zone is capped at $15,613,044.00 (the **"Maximum Participant Contribution"**). Deposits will continue at the percentage rates set forth herein until the Maximum Participant Contribution is reached, at which point the Participant's obligation to the Tax Increment Fund is complete.

The Participant is not obligated to pay the Participant's Tax Increment from any source other than taxes collected on the Captured Appraised Value. Furthermore, the Participant has no duty or obligation to pay the Participant's Tax Increment from any other Participant taxes or revenues, or until the Participant's Tax Increment in the Zone is actually collected. Any portion of the taxes representing the Participant's Tax Increment that are paid to the Participant and subsequently refunded pursuant to the provision of the Texas Tax Code shall be offset against future payments to the Tax Increment Fund.

4. LIMITATIONS ON TAX INCREMENT DEPOSITS AND USE OF FUNDS.

This Agreement is based on the following conditions, and the City agrees and acknowledges the Participant's right to enforce the conditions contained herein by injunction or any other lawful means in the event one or more of such conditions are not satisfied.

4.1 Amendments to TIF Ordinance.

The TIF Ordinance designates the boundaries, the eligible real properties for the calculation of Tax Increment for the Zone and the specific participation level of the City. If the TIF Ordinance is amended and materially changes the Participant's participation, the

Participant may suspend payment into the Tax Increment Fund as described in Section 3 until the amendment is approved by the Board of Trustees of the Participant as an amendment to this Agreement, or the Participant may elect for Early Termination by providing written notice thereof to the City.

4.2. Project Costs.

The Tax Increment deposited into the Tax Increment Fund by the Participant shall be used to pay project costs for purposes as set forth and identified in the Project and Financing Plan. All Tax Increment Fund allocations, including but not limited to any management and administrative costs, must be approved by the TIF Board in accordance with the Project and Financing Plan. If the Project and Financing Plan as approved by City Ordinance is amended to substantially change the scope and nature of the projects included in the Project and Financing Plan or to include additional projects and associated costs that will increase the total public improvement costs of the Project and Financing Plan, the Participant may suspend payment into the Tax Increment Fund as described in Section 3 until the amendment is approved by the Board of Trustees of the Participant as an amendment to this Agreement, or the Participant may elect for Early Termination by providing written notice thereof to the City.

4.3. Zone Expansion.

As defined, the Zone shall include real properties located within the boundaries as described in the TIF Ordinance. If the Zone is expanded, the Participant is not required to deposit into the Tax Increment Fund any Tax Increment generated from properties in the expanded area unless participation in the expanded boundary area is approved by the Board of Trustees of the Participant as an amendment to this Agreement. Additionally, the Tax Increment deposited into the Tax Increment Fund by the Participant may not be used for any permissible project costs in any portion of the expanded area of the Zone unless approved by the Board of Trustees of the Participant as an amendment to this Agreement.

4.4 Conformance to Project and Financing Plan.

If the projects to be undertaken pursuant to the Project and Financing Plan are not undertaken within the timeline set forth in the Project and Financing Plan, are discontinued, are performed in a manner and quality inconsistent with the Project and Financing Plan, or are terminated, the Participant may elect for Early Termination by providing written notice thereof to the City.

4.5 TIF Board Membership.

During the term of the Zone, the TIF Board shall include two (2) Participant representatives and the remaining members of the board shall be designated by the City Council and the other taxing units participating in the Zone as described in the TIF

Ordinance. The Board of Trustees of the Participant shall provide the name and address of their designated representative to the City Council of the City for appointment to the TIF Board. The City Council of the City shall appoint the designated representatives to the TIF Board. If the designated representatives are not appointed to the TIF Board or the TIF Board does not consist of the representatives stated above, the Participant may suspend payment into the Tax Increment Fund as described in Section 3 until such time that the requirements above are satisfied.

5. TERM.

This Agreement shall take effect on the date as of which both parties have executed it and shall expire upon expiration or termination of the Zone or the date on which all Participant obligations have been met, which currently is the earlier of (i) the date on which the tax increment for tax year 2054 has been paid, (ii) the date on which all project costs of the Zone, including, but not limited to, tax increment bonds and interest on those bonds, have been paid or otherwise satisfied in full, or (iii) the date on which the Maximum Participant Contribution is reached; provided, however, that the Participant may elect for Early Termination as specified in Sections 4.1, 4.2, and 4.4 hereof.

Nothing in this Agreement limits the authority of the City Council and the Participant's Board of Trustees to mutually agree to extend the term of the Agreement. Upon termination of the Agreement, the obligation of the Participant to contribute to the Tax Increment Fund for the Zone shall end; however, any refund obligations of the City or the Zone shall survive such termination.

6. TAX INCREMENT FUND ACCOUNTING.

Throughout the term of the Zone, no later than 90th day following the end of each fiscal year of the City, following execution of this Agreement, the City shall provide the Participant with an annual accounting of the funds deposited to and disbursed from the Tax Increment Fund, including accrued interest.

After all project costs, all tax increment bonds or notes issued for the Zone, and any other obligations incurred for the Zone have been paid, and subject to any agreement with bondholders, any funds remaining in the Tax Increment Fund following the final annual accounting by the City shall be paid to the Participant, the City, and the other taxing units participating in the Zone in proportion to the Participant's, the City's, and each other taxing unit's respective share of the total amount of Tax Increments derived from taxable real property in the Zone that were deposited in the Tax Increment Fund. For the avoidance of doubt, if the Participant elects for Early Termination as specified in Section 4.1, 4.2, or 4.4 hereof, the Participant's proportional share of the funds in the Tax Increment Fund shall remain in the Tax Increment Fund until all project costs, all tax increment bonds or notes issued for the Zone, and any other obligations incurred for the Zone have been paid.

7. RESPONSIBILITY FOR ACTS.

The City and the Participant shall each be responsible for the sole negligent acts of their officers, agents, employees or separate contractors. In the event of joint and concurrent negligence of both the City and the Participant, responsibility, if any, shall be apportioned comparatively with the laws of the State of Texas, with the understanding that neither party waives any governmental powers or immunities or any other defenses available to each individually.

8. NOTICES.

All written notices called for or required by this Agreement shall be addressed to the following, or such other party or address as either party may subsequently designate in writing, by certified mail, postage prepaid, or by hand delivery:

City:

City of Midland, Texas
Attn: City Manager
300 N. Loraine Street
Midland, TX 79701

Participant:

Midland College District
Attn: President
3600 N. Garfield Street
Midland, TX 79705

9. NO WAIVER.

The failure of either party to insist upon the performance of any term or provision of this Agreement or to exercise any right granted hereunder shall not constitute a waiver of that party's right to insist upon appropriate performance or to assert any such right on any future occasion.

10. VENUE AND JURISDICTION.

If any action, whether real or asserted, at law or in equity, arises on the basis of any provision of this Agreement, venue for such action shall lie in state courts located in Midland County, Texas. This Agreement shall be construed in accordance with the laws of the State of Texas.

11. NO THIRD PARTY RIGHTS.

The provisions and conditions of this Agreement are solely for the benefit of the City and the Participant and are not intended to create any rights, contractual or otherwise, to any other person or entity.

12. FORCE MAJEURE.

The parties shall exercise every reasonable effort to meet their respective obligations as set forth in this Agreement, but shall not be held liable for any delay in or omission of performance due to *force majeure* or other causes beyond their reasonable control, including, but not limited to, compliance with any government law, ordinance or regulation, acts of God, acts of omission, fires, strikes, lockouts, national disasters, wars, riots, material or labor restrictions, transportation problems and/or any other cause beyond the reasonable control of either party.

13. INTERPRETATION.

In the event of any dispute over the meaning or application of any provision of this Agreement, this Agreement shall be interpreted fairly and reasonably, and neither more strongly for or against any party, regardless of the actual drafter of this Agreement.

14. CAPTIONS.

Captions and headings used in this Agreement are for reference purposes only and shall not be deemed a part of this Agreement.

15. ENTIRETY OF AGREEMENT.

This Agreement, including any exhibits attached hereto and any documents incorporated herein by reference, contains the entire understanding and agreement between the City and the Participant as to the matters contained herein. Any prior or contemporaneous oral or written agreement is hereby declared null and void to the extent in conflict with any provision of this Agreement. Notwithstanding anything to the contrary herein, this Agreement shall not be amended unless executed in writing by both parties and approved by the City Council of the City in an open meeting held in accordance with Chapter 551 of the Texas Government Code.

16. COUNTERPARTS.

This Agreement may be executed in multiple counterparts, each of which shall be considered an original, but all of which shall constitute one instrument.

EXECUTED as of the later date on the following signature pages.

[Signature pages follow]

MIDLAND COLLEGE DISTRICT:

By: Damon Kennedy
Damon Kennedy
President

Date: 26 Feb 2024

THE STATE OF TEXAS §
§
COUNTY OF MIDLAND §

MIDLAND COLLEGE DISTRICT
Acknowledgment

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared **DAMON KENNEDY**, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed same for and as the act and deed of **MIDLAND COLLEGE DISTRICT,** and as the **PRESIDENT** thereof, and for the purposes and consideration therein expressed, and in the capacity therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the 26th day of February, 2024

Notary Public in and for
The State of Texas

08.20.2024
My Commission Expires

Leslie Shoemaker
Notary's Printed Name

LESLIE SHOEMAKER
Notary Public, State of Texas
Comm. Expires 08-20-2024
Notary ID 132634764

CITY OF MIDLAND, TEXAS

By:_____
Tommy Gonzalez
City Manager

Date:_____

ATTEST:

By: _____
Marcia Bentley-German
City Secretary

APPROVED AS TO FORM ONLY:

By:_____
John Ohnemiller
City Attorney

THE STATE OF TEXAS §
§
COUNTY OF MIDLAND §

CITY OF MIDLAND, TEXAS
Acknowledgment

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared **TOMMY GONZALEZ** known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed same for and as the act and deed of the **CITY OF MIDLAND,** a home rule municipal corporation, and as the **CITY MANAGER** thereof, and for the purposes and consideration therein expressed, and in the capacity therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the _____ day of _____, 20___.

_____
Notary Public in and for
The State of Texas

_____
My Commission Expires

_____
Notary's Printed Name

EXHIBIT "A"
Preliminary Project and Financing Plan

Tax Increment Reinvestment Zone #2
City of Midland, Texas



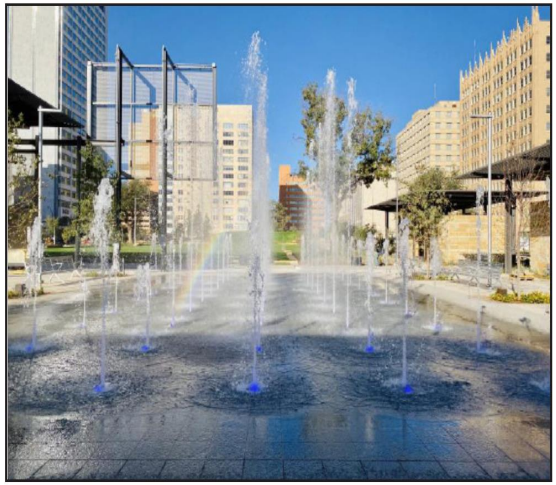
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DISCLAIMER

Our conclusions and recommendations are based on current market conditions and the expected performance of the national, and/or local economy and real estate market. Given that economic conditions can change and real estate markets are cyclical, it is critical to monitor the economy and real estate market continuously, and to revisit key project assumptions periodically to ensure that they are still justified.

The future is difficult to predict, particularly given that the economy and housing markets can be cyclical, as well as subject to changing consumer and market psychology. There will usually be differences between projected and actual results because events and circumstances frequently do not occur as expected, and the differences may be material.









Midland, Texas has an estimated population of 131,325 and is the county seat of Midland County. A small part of Midland is in Martin County. Midland is conveniently located in West Texas on Interstate 20 halfway between Fort Worth and El Paso. Midland is easily accessible via Midland International Air & Space Port that is serviced daily by American, Southwest, and United Airlines. Kenan Institute's American Growth Project has projected Midland, Texas, to be the fastest-growing economy among the 100 largest midsize cities in the U.S. for 2023.

Thanks to its prime location in the Permian Basin, Midland's economy has been heavily influenced by the oil and gas industry, yet this region continues to diversify across new industries each year including aerospace and distribution. Midland prides itself in having a highly skilled workforce, with nearly twice the national average of educated engineers. The regional labor pool inlcudes 253,000 professionals with the educational expertise and technical aptitude to serve in any industry.

Downtown Midland is home to restaurants, bars, retail spaces, financial services, creative agencies, and arts and cultural organizations, and aims to be a progressive hub of diverse activities attracting and connecting businesses, the community, and visitors.

Tax Increment Reinvestment Zone #2, City of Midland

Tax Increment Financing (TIF) is a tool used to promote both new development and redevelopment within a specified geographic area. A city may designate a geographic area targeted for new development and redevelopment that would not occur but for the designation of the geographic area as a Tax Increment Reinvestment Zone (TIRZ).

On November 14, 2023, the City Council of the City of Midland, Texas (the "Council"), pursuant to Chapter 311 of the Texas Tax Code, will consider an ordinance to designate a contiguous geographic area within the City limits as Reinvestment Zone Number Two, City of Midland, Texas. The goal of Tax Increment Reinvestment Zone #2 (TIRZ #2) is to fund the construction of needed public infrastructure and to encourage private development that will yield additional tax revenue to all local taxing jurisdictions.

This preliminary project and financing plan outlines the funding of $70,726,022 in public improvements related to water, sanitary sewer, and storm water facilites, as well as street and intersection improvements, open space and park facilities, utilities and street lighting, and economic development grants. The TIRZ can fund these improvements through ad valorem participation of eligible taxing jurisdictions, including the City of Midland. Without the implementation of the TIRZ, the specified property would continue to impair the sound growth of the municipality.



- TIRZ Boundary

Boundary Description

TIRZ #2 consists of approximately 449 acres located within the city limits of the City of Midland. The legal description for the zone is described in detail below.

Legal Description TIRZ #2

Beginning at a point being the SW corner of "C" St. and Indiana Ave. proceeding north along the western right of way line of "C" St. to the NW corner of "C" St. and the EW alley in Block 13, West End Addition, then

East along the northern boundary of said alley, across "B" St. to the EW alley in Block 14, West End Addition, then

East along the northern boundary of said alley, to the western right-of way line of "A" St., then

North along the western right of way line of "A" St. to the NW corner of "A" St. and the EW alley in Block 1, Country Club Addition, then

East along the northern boundary of said alley, across Carrizo St., to the EW alley in Block 1, Elmwood Addition, then

East along the northern boundary of said alley to the NW corner of said alley and Pecos St., then

South along the western right-of-way line of Pecos St. to the NW corner of Pecos St. and Kansas Ave., then

East along the northern right of way line of Kansas Ave. to the NW corner of Kansas Ave. and Marienfeld St., then

North along the western right of way line of Marienfeld St. to the intersection of Marienfeld St. and Big Spring St., then

North along the western right of way line of Big Spring St. to the NW corner of Big Spring St. and Cuthbert Ave., then

East along the northern right of way line of Cuthbert Ave. to the NE corner of Cuthbert Ave. and Whitaker St, then

South along the eastern right of way line of Whitaker St. to the NE corner of Whitaker St. and Walcott St., then

East along the northern right of way line of Walcott St. to the western right-of-way line of Loraine St, then

North along the western right of way line of Loraine St. to the NW corner of Loraine St. and the continuation of Walcott St., then

East along the northern right of way line of Walcott St. to the NE corner of Walcott St. and Main St., then

South along the eastern right of way line of Main St. to the NE corner of Main St. and the EW alley between Block 1, Richardson Addition and Block 9, Homestead Addition, then

East along the northern boundary of said alley to the northern right of way line of Mississippi Ave., then

East along said line to the NE corner of Mississippi Ave. and Fort Worth St., then

South along the eastern right of way line of Fort Worth St. to the NE corner of Fort Worth St. and Louisiana Ave., then

East along the northern right of way line of Louisiana Ave. to the NS alley between Lot 1, Block 20, Original Town Addition and Block 52, East Midland Addition, then

South along the eastern boundary of said alley to the southern right of way line of South St., then

West along said line to the SE corner of South St. and Lamesa Rd., then

South along the eastern right of way line of Lamesa Rd. to the NE corner of Lamesa Rd. and Houston Ave., then

East along the northern right of way line of Houston Ave. to the NE corner of Houston Ave. and Lee St., then

South along the eastern right of way line of Lee St. to the SE corner of Lee St. and Front Ave., then

West along the southern right of way line of Front Ave. to the SE corner of Front Ave. and Lamesa Rd., then

South along the eastern right of way line of Lamesa Rd. to the SE corner of Lamesa Rd. and Industrial Ave., then

West along the southern right of way line of Industrial Ave. to the SW corner of Industrial Ave. and Marienfeld St., then

North along the western right of way line of Marienfeld St. to the SW corner of Marienfeld St. and Front Ave., then

West along the southern right of way line of Front Ave. to the SW corner of Front Ave. and "B" St., then

North along the western right of way line of "B" St. to the SW corner of "B" St. and Indiana Ave., then

West along the southern right of way line of Indiana Ave. to the SW corner of Indiana Ave. and "C" St., being the point of beginning.

Land Use

The land within the zone is primarily developed with commercial uses that are well positioned for redevelopment. There are also various surface parking lots that are well positioned to be utilized for new development.

Method of Relocating Persons to be Displaced

It is not anticipated that any persons will be displaced or need to be relocated as result of the implementation of the TIRZ.

Current Ownership

There are currently 728 parcels within Tax Increment Reinvestment Zone #2, some of which are owned by the City of Midland. The 2023 estimated taxable base value of the property within the TIRZ is $683,794,052. The 2023 base value will need to be verified by Midland County Appraisal District when the final values are available. For further details of parcels included within the TIRZ see **Appendix A**.

Zoning

The property may need to be rezoned to accomodate any future development. It is not anticipated there will be any changes to the City of Midland zoning ordinance, master plan, building codes, subdivision rules and regulations or other municipal ordinances as a result of the TIRZ.

Anticipated Development

The land within the zone is well positioned for future development and redevelopment, with opportunities to adapt existing buildings into new uses, including the conversion of office to multifamily. Adaptive reuse includes the repurposing of any vacant or underused building for a new and better use. The ongoing adoption of a remote or hybrid work model is adding office space to the existing inventory of office buildings with high vacancy rates. At the same time, the cost of single-family homes is increasing, creating demand for rental housing. RealPage, a leading global provider of software and data analytics to the real estate industry, reported in May of 2023 that, "The Midland/Odessa apartment market claimed the nation's most impressive revenue growth during the past year. Revenues were up 17.9% in the year-ending April in this market with less than 28,000 apartment units, according to data from RealPage Market Analytics. Most of that increase was on the rent growth side of the equation, as effective asking prices were up 17.2% year-over-year as of April. Meanwhile, occupancy climbed 70 basis points. Both of those annual increases were also nation-leading data points. Inspiring revenue growth, Midland/Odessa ranked in the top 10 nationally for annual apartment demand, absorbing over 1,350 units in the year-ending 1st quarter." Based on market trends of adaptive reuse in Downtown areas throughout the country, high demand for multifamily, and decreasing demand for office, DPED projects additional multifamily units will be added within the TIRZ during the term of the TIRZ, both through adaptive reuse and new construction. Retail demand to support the increase in population downtown is anticipated to increase, leading to the occupancy of existing vacant retail spaces, adaptive reuse of existing underutilized office space, and limited new construction.

According to the Plasencia Group, a national hospitality sales, investment consulting and advisory firm with offices across the country, the Permian Basin oil patch in West Texas, headlined by the cities of Midland and Odessa, is now thriving in terms of RevPAR performance. It reports that Midland-Odessa is the top performing market in terms of RevPAR growth as of June 2023. Based on these positive market trends, and known development plans shared by City leadership, DPED projects that hotel projects will be developed during the term of the TIRZ.

The table below provides an overview of the scope and timing of potential development that DPED projects could occur during the life of the TIRZ, based on market trends and input from the Development community and City leadership. It is anticipated that the development that occurs within the TIRZ could be financed in part by incremental real property tax generated within the TIRZ.

	Projected Completion Date	Units/SF	RP Taxable Value per Unit/SF	Incremental Value
TIRZ #2				
Hotel	2025	80	$ 100,000	$ 8,000,000
Hotel	2026	135	$ 100,000	$ 13,500,000
Multifamily	2027	175	$ 150,000	$ 26,250,000
Multifamily - Adaptive Reuse	2027	50	$ 90,000	$ 4,500,000
Retail	2028	2,500	$ 500	$ 1,250,000
Multifamily	2029	175	$ 150,000	$ 26,250,000
Multifamily - Adaptive Reuse	2029	50	$ 90,000	$ 4,500,000
Retail	2030	2,500	$ 500	$ 1,250,000
Total				

Project Costs of the Zone

There are a number of improvements within Tax Increment Reinvestment Zone #2 that will be financed by in part by incremental real property tax generated within the TIRZ.

Proposed Project Costs - TIRZ #2		
Public Utilities	**$ 9,901,643**	**14.0%**
Water Facilities and Improvements, Sanitary Sewer Facilities and Improvements, Storm Water Facilities and Improvements		
Parking and Transit Improvements	**$ 17,681,506**	**25.0%**
Street and Intersection Improvements	**$ 7,072,602**	**10.0%**
Pedestrian Enhancements	**$ 10,608,903**	**15.0%**
Streetscape, lighting, public art, and other amenities that enhance the pedestrian experience		
Open Space, Park and Recreation Facilities and Improvements, Public Facilities and Improvements	**$ 7,072,602**	**10.0%**
Economic Development Grants	**$ 17,681,506**	**25.0%**
Administrative Costs	**$ 707,260**	**1.0%**
Total	$ 70,726,022	100.0%

The categories listed in the table above outline various public improvements, and are meant to include all projects eligible under Chapter 311, Section 311.002 of the Texas Tax Code.The costs illustrated in the table above are estimates and may be revised. Savings from one line item may be applied to a cost increase in another line item. The $70,726,022 project cost total amount shall be considered a cap on expenditures that shall not be exceeded without an amendment to the project and financing plan.

Economic Development Grants may include grants, loans, and services for public and private development. Chapter 380 of the Local Government Code grants municipalities in Texas the authority to offer grants and loans of public funds to stimulate economic development. Section 311.010 (h) of the Texas Tax Code details the authority of Chapter 380 within a project and financing plan and limits the aggregate amount not to exceed the amount of tax increment produced by the municipality and paid into the tax increment fund for the zone for activities that benefit the zone and simulate business and commercial activity in the zone.

The project costs are anticipated to be incurred over the term of the TIRZ, subject to demand for development driven by market conditions. It is anticipated that the individual TIRZ project costs will be evaluated on a case-by-case basis consistent with Chapter 311, Section 311.002, and brought forward to the TIRZ Board and City Council for consideration

Chapter 311 of the Texas Tax Code

Sec. 311.002.

(1) "Project costs" means the expenditures made or estimated to be made and monetary obligations incurred or estimated to be incurred by the municipality or county designating a reinvestment zone that are listed in the project plan as costs of public works, public improvements, programs, or other projects benefiting the zone, plus other costs incidental to those expenditures and obligations. "Project costs" include:

(A) capital costs, including the actual costs of the acquisition and construction of public works, public improvements, new buildings, structures, and fixtures; the actual costs of the acquisition, demolition, alteration, remodeling, repair, or reconstruction of existing buildings, structures, and fixtures; the actual costs of the remediation of conditions that contaminate public or private land or buildings; the actual costs of the preservation of the facade of a public or private building; the actual costs of the demolition of public or private buildings; and the actual costs of the acquisition of land and equipment and the clearing and grading of land;

(B) financing costs, including all interest paid to holders of evidences of indebtedness or other obligations issued to pay for project costs and any premium paid over the principal amount of the obligations because of the redemption of the obligations before maturity;

(C) real property assembly costs;

(D) professional service costs, including those incurred for architectural, planning, engineering, and legal advice and services;

(E) imputed administrative costs, including reasonable charges for the time spent by employees of the municipality or county in connection with the implementation of a project plan;

(F) relocation costs;

(G) organizational costs, including the costs of conducting environmental impact studies or other studies, the cost of publicizing the creation of the zone, and the cost of implementing the project plan for the zone;

(H) interest before and during construction and for one year after completion of construction, whether or not capitalized;

(I) the cost of operating the reinvestment zone and project facilities;

(J) the amount of any contributions made by the municipality or county from general revenue for the implementation of the project plan;

(K) the costs of school buildings, other educational buildings, other educational facilities, or other buildings owned by or on behalf of a school district, community college district, or other political subdivision of this state; and

(L) payments made at the discretion of the governing body of the municipality or county that the governing body finds necessary or convenient to the creation of the zone or to the implementation of the project plans for the zone.

Public Utilities includes but is not limited to:

Water Facilities and Improvements: This category includes TIRZ eligible expenditures for design, engineering and construction of water facilities and improvements that support the development and redevelopment of the downtown TIRZ.

Sanitary Sewer Facilities and Improvements: This category includes TIRZ eligible expenditures for design, engineering and construction of structures or systems designed for the collection, transmission, treatment, or disposal of sewage, and includes trunk mains, interceptors, treatment plants and disposal systems.

Storm Water Facilities and Improvements: The downtown TIF district has an aging infrastructure, making proper utility drainage an important component of the project plan. Utility drainage encompasses the physical provisions to accommodate and regulate stormwater runoff to preclude excessive erosion and sedimentation and to control and regulate the rate of flow. Facilities/systems can include natural features and conduits, channels, ditches, swales, pipes, detention devices or other devices designed or intended to carry, direct, detain or otherwise control stormwater.

Parking and Transit Improvements: Parking structures, whether newly constructed or existing, may be utilized to encourage denser development and support public access to commercial, residential, and retail developments at future mixed-use or transit-oriented developments. Parking includes, but is not limited to, parking garages; surface parking; parking lighting; parking signage and wayfinding, parking meters/ kiosks and electrical charging stations. The goal is to create compact, walkable, pedestrian-centered developments to enhance and act as a catalyst to spur additional development and redevelopment in the district.

Street and Intersection Improvements and Pedestrian Enhancements: The TIRZ will encourage the construction of multi-functional, pedestrian-oriented, aesthetically-pleasing, safe, and inviting street for residents and visitors. Creating a pleasing public realm supports and encourages a wide variety of new development and investment. Elements of complete streets include the building to building improvements which may encompass: sidewalks, shared travel lanes (e.g. bus and bicycle), parallel and angled parking, pedestrian crosswalks, pedestrian and emergency bulb (American with Disabilities Act (ADA) accessibility), awnings, street improvements, planters, pedestrian street furniture, bike racks and pedestrian lighting. This includes public art and other amenities that enhance the pedestrian experience.

Open Space, Park and Recreation Facilities and Improvements, Public Facilities and Improvements: Public open space is an important amenity in a Downtown area. Park amenities and open spaces communicate the identity of the place and enhance property values. The TIRZ should encourage the identification and set aside of open space and/or places for public amenities, particularly in the vicinity of catalystic investment areas. In accordance with Sec. 311.008(4B), TIRZ funds may be used to acquire, construct, reconstruct, or install public works, facilities, or sites or other public improvements. Costs of design, improvements, and land acquisition are TIRZ eligible expenses and can be funded from this category.

Economic Development Grants: This may include grants, loans, and services for public and private development. Eligible TIRZ project costs are not limited to public uses and may also include projects that involve: historic preservation, demolition, environmental remediation and economic development grants. Chapter 380 of the Local Government Code grants municipalities in Texas the authority to offer grants and loans of public funds to stimulate economic development. Section 311.010 (h) of the Texas Tax Code details the authority of Chapter 380 within a project and financing plan and limits the aggregate amount not to exceed the amount of tax increment produced by the municipality and paid into the tax increment fund for the zone for activities that benefit the zone and simulate business and commercial activity in the zone.

Administrative Costs: Administrative costs, including reasonable charges for the time spent by employees of the City, to assist with implementation within the TIRZ will be eligible for reimbursement as project costs, upon approval by the Board of Directors and in connection with the implementation of the Project and Financing Plan. Other related administrative expenses including legal fees and consulting fees of the City, management expenses, meeting expenditures and equipment are included in this category.

Method of Financing

To fund the public improvements outlined on the previous page, the City of Midland will contribute 100% of the real property increment within the Zone. Subject to separate yet to be negotiated interlocal agreements, Midland County, Midland Hospital, and Midland College may contribute up to 100% of the real property increment within the Zone. Subject to a separate yet to be negotiated interlocal agreement, Midland ISD may contribute up to 100% of the real property increment generated from the Interest and Sinking (I&S) portion of its tax rate within the Zone.

Debt Service

It is not anticipated at this time that the TIRZ will incur any bonded indebtedness.

Economic Feasibility Study

A taxable value analysis was developed as part of the project and financing plan to determine the economic feasibility of the project. The study examined the expected tax revenue the TIRZ would receive based on the previously outlined developments. A summary overview of the anticipated development square footages, the anticipated sales per square foot and the anticipated taxable value per square foot can be found on the following pages.

The following pages show the estimated captured appraised value of the zone during each year of its existence and the net benefits of the zone to each of the local taxing jurisdictions as well as the method of financing and debt service.

Utilizing the information outlined in this feasibility study, DPED has found that the TIRZ is economically feasible and will provide the City and other taxing jurisdictions with economic benefits that would not occur without its implementation.

TIRZ #2	Real Property Tax - 2023 Rates		Participation	
	City of Midland	0.35066200	100%	0.3506620
	Midland County	0.12040000	0%	0.0000000
	Midland Hospital	0.07312000	0%	0.0000000
	Midland College	0.07741000	0%	0.0000000
	Midland ISD	0.87950000	0%	0.0000000
		1.50109200		**0.3506620**

	Personal Property Tax		Participation	
	City of Midland	0.35066200	0%	0.0000000
	Midland County	0.12040000	0%	0.0000000
	Midland Hospital	0.07312000	0%	0.0000000
	Midland College	0.07741000	0%	0.0000000
	Midland ISD	0.87950000	0%	0.0000000
		1.50109200		**0.0000000**

	Sales Tax		Participation	
	City of Midland	0.01250000	0%	0.0000000
	Midland County	0.00500000	0%	0.0000000
		0.01750000		**0.00000000**

▶ *INPUT*

INFLATION RATE	3.50%

DISCOUNT RATE	6.00%

REAL PROPERTY TAX		PARTICIPATION	
City of Midland	0.35066200	100%	0.3506620
Midland County	0.12040000	0%	0.0000000
Midland Hospital	0.07312000	0%	0.0000000
Midland College	0.07741000	0%	0.0000000
Midland ISD	0.87950000	0%	0.0000000
	1.50109200		0.3506620

PERSONAL PROPERTY TAX		PARTICIPATION	
City of Midland	0.35066200	0%	0.0000000
Midland County	0.12040000	0%	0.0000000
Midland Hospital	0.07312000	0%	0.0000000
Midland College	0.07741000	0%	0.0000000
Midland ISD	0.87950000	0%	0.0000000
	1.50109200		0.0000000

City of Midland	0.0125000	0.00%	0.0000000
Midland County	0.0050000	0.00%	0.0000000

	Year	AREA SF/UNITS	REAL PROPERTY $ / SF	REAL PROPERTY TAX VALUE	PERSONAL PROPERTY $ / SF	PERSONAL PROPERTY TAX VALUE	SALES $ / SF	SALES TAX VALUE
Hotel	2025	80	$ 100,000.00	$ 8,000,000	$ -	$ -	$ -	$ -
Hotel	2026	135	$ 100,000.00	$ 13,500,000	$ -	$ -	$ -	$ -
Multifamily	2027	175	$ 150,000.00	$ 26,250,000	$ -	$ -	$ -	$ -
Multifamily - Adaptive Reuse	2027	50	$ 90,000.00	$ 4,500,000	$ -	$ -	$ -	$ -
Retail	2028	2,500	$ 500.00	$ 1,250,000	$ -	$ -	$ 500.00	$ 1,250,000
Multifamily	2029	175	$ 150,000.00	$ 26,250,000	$ -	$ -	$ -	$ -
Multifamily - Adaptive Reuse	2029	50	$ 90,000.00	$ 4,500,000	$ -	$ -	$ -	$ -
Retail	2030	2,500	$ 500.00	$ 1,250,000	$ -	$ -	$ 500.00	$ 1,250,000
	TOTAL	5,665		85,500,000		-		2,500,000

▶ *OUTPUT*

TOTAL TAX REVENUE		TOTAL		REAL PROPERTY		PERSONAL PROPERTY		SALES	
City of Midland	*23.4%*	$ 14,546,699	=	$ 14,546,699	+	$ -	+	$ -
Midland County	*8.0%*	$ 4,994,617	=	$ 4,994,617	+	$ -	+	$ -
Midland Hospital	*4.9%*	$ 3,033,276	=	$ 3,033,276	+	$ -	+	$ -
Midland College	*5.2%*	$ 3,211,240	=	$ 3,211,240	+	$ -	+	$ -
Midland ISD	*58.6%*	$ 36,484,768	=	$ 36,484,768	+	$ -	+	$ -
	100.0%	62,270,600		$ 62,270,600		$ -		$ -
		100.0%		*100.0%*		*0.0%*		*0.0%*

TOTAL PARTICIPATION		TOTAL		REAL PROPERTY		PERSONAL PROPERTY		SALES	
City of Midland	*100.0%*	$ 14,546,699	=	$ 14,546,699	+	$ -	+	$ -
Midland County	*0.0%*	$ -	=	$ -	+	$ -	+	$ -
Midland Hospital	*0.0%*	$ -	=	$ -	+	$ -	+	$ -
Midland College	*0.0%*	$ -	=	$ -	+	$ -	+	$ -
Midland ISD	*0.0%*	$ -	=	$ -	+	$ -	+	$ -
	100.0%	$ 14,546,699		$ 14,546,699		$ -		$ -
		100.0%		*100.0%*		*0.0%*		*0.0%*

NET BENEFIT		TOTAL		REAL PROPERTY		PERSONAL PROPERTY		SALES	
City of Midland	*0.0%*	$ -	=	$ -	+	$ -	+	$ -
Midland County	*10.5%*	$ 4,994,617	=	$ 4,994,617	+	$ -	+	$ -
Midland Hospital	*6.4%*	$ 3,033,276	=	$ 3,033,276	+	$ -	+	$ -
Midland College	*6.7%*	$ 3,211,240	=	$ 3,211,240	+	$ -	+	$ -
Midland ISD	*76.4%*	$ 36,484,768	=	$ 36,484,768	+	$ -	+	$ -
	100.0%	$ 47,723,901		$ 47,723,901		$ -		$ -
		100.0%		*100.0%*		*0.0%*		*0.0%*

Tax Revenue Projections

Calendar Year	0	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30
TOTAL TAX REVENUE																															
REAL PROPERTY	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039	2040	2041	2042	2043	2044	2045	2046	2047	2048	2049	2050	2051	2052	2053
Hotel Taxable Value Per Unit	100,000	103,500	107,123	110,872	114,752	118,769	122,926	127,228	131,681	136,290	141,060	145,997	151,107	156,396	161,869	167,535	173,399	179,468	185,749	192,250	198,979	205,943	213,151	220,611	228,333	236,324	244,596	253,157	262,017	271,188	280,679
Cumulative Units	-	-	-	80	215	215	215	215	215	215	215	215	215	215	215	215	215	215	215	215	215	215	215	215	215	215	215	215	215	215	215
Hotel Taxable Value	-	-	-	8,869,743	24,671,745	25,535,256	26,428,990	27,354,004	28,311,394	29,302,293	30,327,873	31,389,348	32,487,976	33,625,055	34,801,932	36,020,000	37,280,700	38,585,524	39,936,018	41,333,778	42,780,461	44,277,777	45,827,489	47,431,461	49,091,562	50,809,767	52,588,109	54,428,593	56,333,697	58,305,256	60,346,065
Multifamily Taxable Value Per Unit	150000	155,250	160,684	166,308	172,128	178,153	184,388	190,842	197,521	204,435	211,590	218,995	226,660	234,593	242,804	251,302	260,098	269,201	278,623	288,375	298,468	308,915	319,727	330,917	342,499	354,487	366,894	379,735	393,026	406,782	421,019
Cumulative Units	-	-	-	-	-	175	175	350	350	350	350	350	350	350	350	350	350	350	350	350	350	350	350	350	350	350	350	350	350	350	350
Multifamily Taxable Value	-	-	-	-	-	31,176,766	32,267,952	66,794,661	69,132,474	71,552,111	74,056,435	76,648,410	79,331,105	82,107,693	84,981,462	87,955,814	91,034,267	94,220,466	97,518,183	100,931,319	104,463,915	108,120,152	111,904,358	115,821,010	119,874,746	124,070,362	128,412,824	132,907,273	137,559,028	142,373,594	147,356,669
Multifamily - Adaptive Reuse Taxable Value Per Unit	90,000	93,150	96,410	99,785	103,277	106,892	110,633	114,505	118,513	122,661	126,954	131,397	135,996	140,756	145,683	150,781	156,059	161,521	167,174	173,025	179,081	185,349	191,836	198,550	205,500	212,692	220,136	227,841	235,815	244,069	252,611
Cumulative Units	-	-	-	-	-	50	50	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100
Multifamily Taxable Value	-	-	-	-	-	5,344,588	5,531,649	11,450,513	11,851,281	12,266,076	12,695,389	13,139,727	13,599,618	14,075,605	14,568,251	15,078,139	15,605,874	16,152,080	16,717,403	17,302,512	17,908,100	18,534,883	19,183,604	19,855,030	20,549,956	21,269,205	22,013,627	22,784,104	23,581,548	24,406,902	25,261,143
Retail Taxable Value Per SF	500	518	536	554	574	594	615	636	658	681	705	730	756	782	809	838	867	897	929	961	995	1,030	1,066	1,103	1,142	1,182	1,223	1,266	1,310	1,356	1,403
Cumulative SF	-	-	-	-	-	-	2,500	2,500	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000
Multifamily Taxable Value	-	-	-	-	-	-	1,536,569	1,590,349	3,292,023	3,407,243	3,526,497	3,649,924	3,777,672	3,909,890	4,046,736	4,188,372	4,334,965	4,486,689	4,643,723	4,806,253	4,974,472	5,148,579	5,328,779	5,515,286	5,708,321	5,908,112	6,114,896	6,328,918	6,550,430	6,779,695	7,016,984
Taxable Value	-	-	-	8,869,743	24,671,745	62,056,609	65,765,160	107,189,528	112,597,173	116,527,724	120,606,194	124,827,411	129,196,970	133,718,243	138,398,382	143,242,325	148,255,806	153,444,760	158,815,326	164,373,863	170,126,948	176,081,391	182,244,240	188,622,788	195,224,586	202,057,446	209,129,457	216,448,988	224,024,702	231,865,567	239,980,882
PV																															GROSS
City of Midland 5,106,573	-	-	-	31,103	86,514	217,609	230,613	375,873	394,800	408,618	422,920	437,722	453,043	468,899	485,311	502,296	519,877	538,072	556,905	576,397	596,571	617,451	639,061	661,428	684,578	708,539	733,338	759,004	785,570	813,064	841,522	14,546,699
Midland County 1,753,345	-	-	-	10,679	29,705	74,716	79,181	129,056	135,555	140,299	145,210	150,292	155,552	160,997	166,632	172,464	178,500	184,747	191,214	197,906	204,833	212,002	219,422	227,102	235,050	243,277	251,792	260,605	269,726	279,166	288,937	4,994,617
Midland Hospital 1,064,822	-	-	-	6,486	18,040	45,376	48,087	78,377	82,324	85,205	88,187	91,274	94,468	97,775	101,197	104,739	108,405	112,199	116,126	120,190	124,397	128,751	133,257	137,921	142,748	147,744	152,915	158,267	163,807	169,540	175,474	3,033,276
Midland College 1,127,296	-	-	-	6,866	19,098	48,038	50,909	82,975	87,154	90,204	93,361	96,629	100,011	103,511	107,134	110,884	114,765	118,782	122,939	127,242	131,695	136,305	141,075	146,013	151,123	156,413	161,887	167,553	173,418	179,487	185,769	3,211,240
Midland ISD 12,807,864	-	-	-	78,009	216,988	545,788	578,405	942,732	990,204	1,024,861	1,060,731	1,097,857	1,136,282	1,176,052	1,217,214	1,259,816	1,303,910	1,349,547	1,396,781	1,445,668	1,496,267	1,548,636	1,602,838	1,658,937	1,717,000	1,777,095	1,839,294	1,903,669	1,970,297	2,039,258	2,110,632	36,484,768
Total 21,859,901	-	-	-	133,143	370,346	931,527	987,196	1,609,013	1,690,037	1,749,188	1,810,410	1,873,774	1,939,356	2,007,234	2,077,487	2,150,199	2,225,456	2,303,347	2,383,964	2,467,403	2,553,762	2,643,144	2,735,654	2,831,402	2,930,501	3,033,068	3,139,226	3,249,098	3,362,817	3,480,515	3,602,334	62,270,600
PERSONAL PROPERTY	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039	2040	2041	2042	2043	2044	2045	2046	2047	2048	2049	2050	2051	2052	2053
Taxable Value Per SF																															
Cumulative SF																															
Taxable Value	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
PV																															GROSS
City of Midland -	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Midland County -	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Midland Hospital -	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Midland College -	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Midland ISD -	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Total -	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
SALES TAX	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039	2040	2041	2042	2043	2044	2045	2046	2047	2048	2049	2050	2051	2052	2053
Sales Per SF	500	518	536	554	574	594	615	636	658	681	705	730	756	782	809	838	867	897	929	961	995	1,030	1,066	1,103	1,142	1,182	1,223	1,266	1,310	1,356	1,403
Cumulative SF	-	-	-	-	-	-	2,500	2,500	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000
Taxable Value	-	-	-	-	-	-	1,536,569	1,590,349	3,292,023	3,407,243	3,526,497	3,649,924	3,777,672	3,909,890	4,046,736	4,188,372	4,334,965	4,486,689	4,643,723	4,806,253	4,974,472	5,148,579	5,328,779	5,515,286	5,708,321	5,908,112	6,114,896	6,328,918	6,550,430	6,779,695	7,016,984
PV																															GROSS
City of Midland 1,457,142	-	-	-	-	-	-	19,207	19,879	41,150	42,591	44,081	45,624	47,221	48,874	50,584	52,355	54,187	56,084	58,047	60,078	62,181	64,357	66,610	68,941	71,354	73,851	76,436	79,111	81,880	84,746	87,712	1,457,142
Midland County 582,857	-	-	-	-	-	-	7,683	7,952	16,460	17,036	17,632	18,250	18,888	19,549	20,234	20,942	21,675	22,433	23,219	24,031	24,872	25,743	26,644	27,576	28,542	29,541	30,574	31,645	32,752	33,898	35,085	582,857
PV																															
Total 684,892	-	-	-	-	-	-	26,890	27,831	57,610	59,627	61,714	63,874	66,109	68,423	70,818	73,297	75,862	78,517	81,265	84,109	87,053	90,100	93,254	96,518	99,896	103,392	107,011	110,756	114,633	118,645	122,797	2,039,999
SUMMARY	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039	2040	2041	2042	2043	2044	2045	2046	2047	2048	2049	2050	2051	2052	2053
PV																															GROSS
City of Midland 5,595,782	-	-	-	31,103	86,514	217,609	249,821	395,752	435,951	451,209	467,001	483,346	500,263	517,773	535,895	554,651	574,064	594,156	614,952	636,475	658,751	681,808	705,671	730,370	755,932	782,390	809,774	838,116	867,450	897,811	929,234	16,003,841
Midland County 1,949,028	-	-	-	10,679	29,705	74,716	86,864	137,008	152,015	157,336	162,842	168,542	174,441	180,546	186,865	193,406	200,175	207,181	214,432	221,937	229,705	237,745	246,066	254,678	263,592	272,818	282,366	292,249	302,478	313,065	324,022	5,577,474
Midland Hospital 1,064,822	-	-	-	6,486	18,040	45,376	48,087	78,377	82,324	85,205	88,187	91,274	94,468	97,775	101,197	104,739	108,405	112,199	116,126	120,190	124,397	128,751	133,257	137,921	142,748	147,744	152,915	158,267	163,807	169,540	175,474	3,033,276
Midland College 1,127,296	-	-	-	6,866	19,098	48,038	50,909	82,975	87,154	90,204	93,361	96,629	100,011	103,511	107,134	110,884	114,765	118,782	122,939	127,242	131,695	136,305	141,075	146,013	151,123	156,413	161,887	167,553	173,418	179,487	185,769	3,211,240
Midland ISD 12,807,864	-	-	-	78,009	216,988	545,788	578,405	942,732	990,204	1,024,861	1,060,731	1,097,857	1,136,282	1,176,052	1,217,214	1,259,816	1,303,910	1,349,547	1,396,781	1,445,668	1,496,267	1,548,636	1,602,838	1,658,937	1,717,000	1,777,095	1,839,294	1,903,669	1,970,297	2,039,258	2,110,632	36,484,768
Total 22,544,792	-	-	-	133,143	370,346	931,527	1,014,086	1,636,845	1,747,647	1,808,815	1,872,124	1,937,648	2,005,466	2,075,657	2,148,305	2,223,496	2,301,318	2,381,864	2,465,229	2,551,512	2,640,815	2,733,244	2,828,907	2,927,919	3,030,396	3,136,460	3,246,236	3,359,855	3,477,449	3,599,160	3,725,131	64,310,599
PARTICIPATION																															
REAL PROPERTY Taxable Value	-	-	-	8,869,743	24,671,745	62,056,609	65,765,160	107,189,528	112,597,173	116,527,724	120,606,194	124,827,411	129,196,970	133,718,243	138,398,382	143,242,325	148,255,806	153,444,760	158,815,326	164,373,863	170,126,948	176,081,391	182,244,240	188,622,788	195,224,586	202,057,446	209,129,457	216,448,988	224,024,702	231,865,567	239,980,882
PV																															GROSS
City of Midland 5,106,573	-	-	-	31,103	86,514	217,609	230,613	375,873	394,800	408,618	422,920	437,722	453,043	468,899	485,311	502,296	519,877	538,072	556,905	576,397	596,571	617,451	639,061	661,428	684,578	708,539	733,338	759,004	785,570	813,064	841,522	14,546,699
Midland County -	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Midland Hospital -	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Midland College -	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Midland ISD -	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Total 5,106,573	-	-	-	31,103	86,514	217,609	230,613	375,873	394,800	408,618	422,920	437,722	453,043	468,899	485,311	502,296	519,877	538,072	556,905	576,397	596,571	617,451	639,061	661,428	684,578	708,539	733,338	759,004	785,570	813,064	841,522	14,546,699
PERSONAL PROPERTY Taxable Value	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
PV																															GROSS
City of Midland -	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Midland County -	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Midland Hospital -	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Midland College -	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Midland ISD -	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Total -	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
SALES TAX Taxable Value	-	-	-	-	-	-	1,536,569	1,590,349	3,292,023	3,407,243	3,526,497	3,649,924	3,777,672	3,909,890	4,046,736	4,188,372	4,334,965	4,486,689	4,643,723	4,806,253	4,974,472	5,148,579	5,328,779	5,515,286	5,708,321	5,908,112	6,114,896	6,328,918	6,550,430	6,779,695	7,016,984
City of Midland -	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Midland County -	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
PV																																
Total -	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
SUMMARY																															
PV																															GROSS
City of Midland 5,106,573	-	-	-	31,103	86,514	217,609	230,613	375,873	394,800	408,618	422,920	437,722	453,043	468,899	485,311	502,296	519,877	538,072	556,905	576,397	596,571	617,451	639,061	661,428	684,578	708,539	733,338	759,004	785,570	813,064	841,522	14,546,699
Midland County -	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Midland Hospital -	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Midland College -	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Midland ISD -	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Total 5,106,573	-	-	-	31,103	86,514	217,609	230,613	375,873	394,800	408,618	422,920	437,722	453,043	468,899	485,311	502,296	519,877	538,072	556,905	576,397	596,571	617,451	639,061	661,428	684,578	708,539	733,338	759,004	785,570	813,064	841,522	14,546,699
TOTAL TAX REVENUE - PARTICIPATION = NET BENEFIT																															
SUMMARY																															
PV																															GROSS
City of Midland 489,208	-	-	-	-	-	-	19,207	19,879	41,150	42,591	44,081	45,624	47,221	48,874	50,584	52,355	54,187	56,084	58,047	60,078	62,181	64,357	66,610	68,941	71,354	73,851	76,436	79,111	81,880	84,746	87,712	1,457,142
Midland County 1,949,028	-	-	-	10,679	29,705	74,716	86,864	137,008	152,015	157,336	162,842	168,542	174,441	180,546	186,865	193,406	200,175	207,181	214,432	221,937	229,705	237,745	246,066	254,678	263,592	272,818	282,366	292,249	302,478	313,065	324,022	5,577,474
Midland Hospital 1,064,822	-	-	-	6,486	18,040	45,376	48,087	78,377	82,324	85,205	88,187	91,274	94,468	97,775	101,197	104,739	108,405	112,199	116,126	120,190	124,397	128,751	133,257	137,921	142,748	147,744	152,915	158,267	163,807	169,540	175,474	3,033,276
Midland College 1,127,296	-	-	-	6,866	19,098	48,038	50,909	82,975	87,154	90,204	93,361	96,629	100,011	103,511	107,134	110,884	114,765	118,782	122,939	127,242	131,695	136,305	141,075	146,013	151,123	156,413	161,887	167,553	173,418	179,487	185,769	3,211,240
Midland ISD 12,807,864	-	-	-	78,009	216,988	545,788	578,405	942,732	990,204	1,024,861	1,060,731	1,097,857	1,136,282	1,176,052	1,217,214	1,259,816	1,303,910	1,349,547	1,396,781	1,445,668	1,496,267	1,548,636	1,602,838	1,658,937	1,717,000	1,777,095	1,839,294	1,903,669	1,970,297	2,039,258	2,110,632	36,484,768
Total 17,438,218	-	-	-	102,040	283,831	713,918	783,472	1,260,972	1,352,847	1,400,197	1,449,204	1,499,926	1,552,423	1,606,758	1,662,994	1,721,199	1,781,441	1,843,792	1,908,324	1,975,116	2,044,245	2,115,793	2,189,846	2,266,491	2,345,818	2,427,921	2,512,899	2,600,850	2,691,880	2,786,096	2,883,609	49,733,000

DAVID PETTIT Economic Development

HOT Generated

Revenue Year		0 2023	1 2024	2 2025	3 2026	4 2027	5 2028	6 2029	7 2030	8 2031	9 2032	10 2033	11 2034	12 2035	13 2036	14 2037
Hotel Rooms		0	0	0	80	215	215	215	215	215	215	215	215	215	215	215
Occupancy		0%	0%	0%	70%	70%	70%	70%	70%	70%	70%	70%	70%	70%	70%	70%
Hotel Occupancy Tax																
# of Available Rooms		-	-	-	29,200	78,475	78,475	78,475	78,475	78,475	78,475	78,475	78,475	78,475	78,475	78,475
# of Occupied Rooms		-	-	-	20,440	54,933	54,933	54,933	54,933	54,933	54,933	54,933	54,933	54,933	54,933	54,933
Average Daily Rate		$ -	$ -	$ -	$ 175.00	$ 181.13	$ 187.46	$ 194.03	$ 200.82	$ 207.85	$ 215.12	$ 222.65	$ 230.44	$ 238.51	$ 246.85	$ 255.49
Annual Taxable Revenue		$ -	$ -	$ -	$ 3,577,000	$ 9,949,649	$ 10,297,887	$ 10,658,313	$ 11,031,354	$ 11,417,451	$ 11,817,062	$ 12,230,659	$ 12,658,732	$ 13,101,788	$ 13,560,350	$ 14,034,963
City Tax Rate	7%	$ -	$ -	$ -	$ 250,390	$ 696,475	$ 720,852	$ 746,082	$ 772,195	$ 799,222	$ 827,194	$ 856,146	$ 886,111	$ 917,125	$ 949,225	$ 982,447
State Tax Rate	6%	$ -	$ -	$ -	$ 214,620	$ 596,979	$ 617,873	$ 639,499	$ 661,881	$ 685,047	$ 709,024	$ 733,840	$ 759,524	$ 786,107	$ 813,621	$ 842,098
		$ -	$ -	$ -	$ 465,010	$ 1,293,454	$ 1,338,725	$ 1,385,581	$ 1,434,076	$ 1,484,269	$ 1,536,218	$ 1,589,986	$ 1,645,635	$ 1,703,232	$ 1,762,846	$ 1,824,545

15 2038	16 2039	17 2040	18 2041	19 2042	20 2043	21 2044	22 2045	23 2046	24 2047	25 2048	26 2049	27 2050	28 2051	29 2052	30 2053	
215	215	215	215	215	215	215	215	215	215	215	215	215	215	215	215	
70%	70%	70%	70%	70%	70%	70%	70%	70%	70%	70%	70%	70%	70%	70%	70%	
78,475	78,475	78,475	78,475	78,475	78,475	78,475	78,475	78,475	78,475	78,475	78,475	78,475	78,475	78,475	78,475	
54,933	54,933	54,933	54,933	54,933	54,933	54,933	54,933	54,933	54,933	54,933	54,933	54,933	54,933	54,933	54,933	
$ 264.44	$ 273.69	$ 283.27	$ 293.19	$ 303.45	$ 314.07	$ 325.06	$ 336.44	$ 348.21	$ 360.40	$ 373.01	$ 386.07	$ 399.58	$ 413.57	$ 428.04	$ 443.02	
$ 14,526,186	$ 15,034,603	$ 15,560,814	$ 16,105,442	$ 16,669,133	$ 17,252,553	$ 17,856,392	$ 18,481,366	$ 19,128,213	$ 19,797,701	$ 20,490,620	$ 21,207,792	$ 21,950,065	$ 22,718,317	$ 23,513,458	$ 24,336,429	
$ 1,016,833	$ 1,052,422	$ 1,089,257	$ 1,127,381	$ 1,166,839	$ 1,207,679	$ 1,249,947	$ 1,293,696	$ 1,338,975	$ 1,385,839	$ 1,434,343	$ 1,484,545	$ 1,536,505	$ 1,590,282	$ 1,645,942	$ 1,703,550	**$30,727,500**
$ 871,571	$ 902,076	$ 933,649	$ 966,327	$ 1,000,148	$ 1,035,153	$ 1,071,384	$ 1,108,882	$ 1,147,693	$ 1,187,862	$ 1,229,437	$ 1,272,468	$ 1,317,004	$ 1,363,099	$ 1,410,807	$ 1,460,186	**$26,337,858**
$ 1,888,404	$ 1,954,498	$ 2,022,906	$ 2,093,708	$ 2,166,987	$ 2,242,832	$ 2,321,331	$ 2,402,578	$ 2,486,668	$ 2,573,701	$ 2,663,781	$ 2,757,013	$ 2,853,508	$ 2,953,381	$ 3,056,750	$ 3,163,736	$57,065,358

ESTIMATE OF GENERAL IMPACT OF PROPOSED PROPERTY VALUES AND TAX REVENUES, INCENTIVE BASED ON PROPOSED PARTICIPATION

TAXABLE BASE YEAR GROWTH 3.50%
DISCOUNT RATE 6.00%

REAL PROPERTY TAX			
City of Midland	0.3506620	100%	0.3506620
Midland County	0.1204000	0%	0.0000000
Midland Hospital	0.0731200	0%	0.0000000
Midland College	0.0774100	0%	0.0000000
Midland ISD	0.2200000	0%	0.0000000
	0.8415920		*0.3506620*

*I&S Only

BUSINESS PERSONAL PROPERTY TAX			
City of Midland	0.3506620	0%	0.0000000
Midland County	0.1204000	0%	0.0000000
Midland Hospital	0.0731200	0%	0.0000000
Midland College	0.0774100	0%	0.0000000
Midland ISD	0.8795000	0%	0.0000000
	1.5010920		*0.0000000*

SALES TAX			
City of Midland	0.0125000	0%	0.0000000
Midland County	0.0050000	0%	0.0000000
	456.7675000		*0.0175000*

REVENUE YEAR	TAX BASE YEAR 2023	1 2024	2 2025	3 2026	4 2027	5 2028	6 2029	7 2030	8 2031	9 2032	10 2033	11 2034	12 2035	13 2036	14 2037	15 2038	16 2039	17 2040	18 2041	19 2042	20 2043	21 2044	22 2045	23 2046	24 2047	25 2048	26 2049	27 2050	28 2051	29 2052	30 2053	TOTALS	
BASE YEAR																																	
City of Midland	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052		City of Midland
Midland County	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052		Midland County
Midland Hospital	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052		Midland Hospital
Midland College	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052		Midland College
Midland ISD	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052		Midland ISD
TAXABLE VALUE																																	
City of Midland		707,726,844	732,497,283	758,134,688	784,669,402	812,132,831	840,557,481	869,976,992	900,426,187	931,941,104	964,559,042	998,318,609	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########		City of Midland
Midland County		707,726,844	732,497,283	758,134,688	784,669,402	812,132,831	840,557,481	869,976,992	900,426,187	931,941,104	964,559,042	998,318,609	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########		Midland County
Midland Hospital		707,726,844	732,497,283	758,134,688	784,669,402	812,132,831	840,557,481	869,976,992	900,426,187	931,941,104	964,559,042	998,318,609	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########		Midland Hospital
Midland College		707,726,844	732,497,283	758,134,688	784,669,402	812,132,831	840,557,481	869,976,992	900,426,187	931,941,104	964,559,042	998,318,609	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########		Midland College
Midland ISD		707,726,844	732,497,283	758,134,688	784,669,402	812,132,831	840,557,481	869,976,992	900,426,187	931,941,104	964,559,042	998,318,609	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########		Midland ISD
TAXABLE VALUE INCREMENT																																	
City of Midland		23,932,792	48,703,231	74,340,636	100,875,350	128,338,779	156,763,429	186,182,940	216,632,135	248,147,052	280,764,990	314,524,557	349,465,708	385,629,800	423,059,634	461,799,513	501,895,288	543,394,415	586,346,012	630,800,914	676,811,738	724,432,940	773,720,885	824,733,908	877,532,386	932,178,812	988,737,862	##########	##########	##########	##########		City of Midland
Midland County		23,932,792	48,703,231	74,340,636	100,875,350	128,338,779	156,763,429	186,182,940	216,632,135	248,147,052	280,764,990	314,524,557	349,465,708	385,629,800	423,059,634	461,799,513	501,895,288	543,394,415	586,346,012	630,800,914	676,811,738	724,432,940	773,720,885	824,733,908	877,532,386	932,178,812	988,737,862	##########	##########	##########	##########		Midland County
Midland Hospital		23,932,792	48,703,231	74,340,636	100,875,350	128,338,779	156,763,429	186,182,940	216,632,135	248,147,052	280,764,990	314,524,557	349,465,708	385,629,800	423,059,634	461,799,513	501,895,288	543,394,415	586,346,012	630,800,914	676,811,738	724,432,940	773,720,885	824,733,908	877,532,386	932,178,812	988,737,862	##########	##########	##########	##########		Midland Hospital
Midland College		23,932,792	48,703,231	74,340,636	100,875,350	128,338,779	156,763,429	186,182,940	216,632,135	248,147,052	280,764,990	314,524,557	349,465,708	385,629,800	423,059,634	461,799,513	501,895,288	543,394,415	586,346,012	630,800,914	676,811,738	724,432,940	773,720,885	824,733,908	877,532,386	932,178,812	988,737,862	##########	##########	##########	##########		Midland College
Midland ISD		23,932,792	48,703,231	74,340,636	100,875,350	128,338,779	156,763,429	186,182,940	216,632,135	248,147,052	280,764,990	314,524,557	349,465,708	385,629,800	423,059,634	461,799,513	501,895,288	543,394,415	586,346,012	630,800,914	676,811,738	724,432,940	773,720,885	824,733,908	877,532,386	932,178,812	988,737,862	##########	##########	##########	##########		Midland ISD
REVENUE A																																	
TAXABLE VALUE GROWTH																																	
City of Midland		83,923	170,784	260,684	353,732	450,035	549,710	652,873	759,647	870,157	984,536	1,102,918	1,225,443	1,352,257	1,483,509	1,619,355	1,759,956	1,905,478	2,056,093	2,211,979	2,373,322	2,540,311	2,713,145	2,892,028	3,077,173	3,268,797	3,467,128	3,672,401	3,884,858	4,104,751	4,332,341	56,179,324	City of Midland
Midland County		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	Midland County
Midland Hospital		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	Midland Hospital
Midland College		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	Midland College
Midland ISD		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	Midland ISD
		83,923	170,784	260,684	353,732	450,035	549,710	652,873	759,647	870,157	984,536	1,102,918	1,225,443	1,352,257	1,483,509	1,619,355	1,759,956	1,905,478	2,056,093	2,211,979	2,373,322	2,540,311	2,713,145	2,892,028	3,077,173	3,268,797	3,467,128	3,672,401	3,884,858	4,104,751	4,332,341	56,179,324	
REVENUE 1 - DOWNTOWN																																	
REAL PROPERTY TAX		0	0	8,869,743	24,671,745	62,056,609	65,765,160	107,189,528	112,587,173	116,527,724	120,606,194	124,827,411	129,196,370	133,718,243	138,398,382	143,242,325	148,255,806	153,444,760	158,815,326	164,373,863	170,126,948	176,081,391	182,244,240	188,622,788	195,224,586	202,057,446	209,129,457	216,448,988	224,024,702	231,865,567	239,980,862		
BUSINESS PERSONAL PROPERTY		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0		
City of Midland		0	0	31,103	86,514	217,609	230,613	375,873	394,800	408,618	422,920	437,722	453,043	468,899	485,311	502,296	519,877	538,072	556,905	576,397	596,571	617,451	639,061	661,428	684,578	708,539	733,338	759,004	785,570	813,064	841,522	14,546,699	City of Midland
Midland County		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	Midland County
Midland Hospital		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	Midland Hospital
Midland College		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	Midland College
Midland ISD		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	Midland ISD
		0	0	31,103	86,514	217,609	230,613	375,873	394,800	408,618	422,920	437,722	453,043	468,899	485,311	502,296	519,877	538,072	556,905	576,397	596,571	617,451	639,061	661,428	684,578	708,539	733,338	759,004	785,570	813,064	841,522	14,546,699	
REVENUE 2 - DOWNTOWN SALES																																	
SALES		0	0	0	0	0	1,536,569	1,590,349	3,292,023	3,407,243	3,526,497	3,649,924	3,777,672	3,909,890	4,046,736	4,188,372	4,334,965	4,486,689	4,643,723	4,806,253	4,974,472	5,148,579	5,328,779	5,515,296	5,708,321	5,908,112	6,114,896	6,328,918	6,550,430	6,779,695	7,016,984		
City of Midland		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	City of Midland
Midland County		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	Midland County
		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
REVENUE 3 - HOTEL OCCUPANCY TAX																																	
		0	0	3,577,000	9,949,649	10,297,887	10,658,313	11,031,354	11,417,451	11,817,062	12,230,659	12,658,732	13,101,788	13,560,350	14,034,963	14,526,186	15,034,603	15,560,814	16,105,442	16,669,133	17,252,553	17,856,392	18,481,366	19,128,213	19,797,701	20,490,620	21,207,792	21,950,065	22,718,317	23,513,458	24,336,429		
City of Midland		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	City of Midland
		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
REVENUE A, 1, 2, 3		83,923	170,784	291,787	440,246	667,644	780,323	1,028,746	1,154,447	1,278,776	1,407,456	1,540,640	1,678,486	1,821,156	1,968,820	2,121,652	2,279,833	2,443,550	2,612,998	2,788,376	2,969,892	3,157,762	3,352,206	3,553,457	3,761,751	3,977,336	4,200,465	4,431,405	4,670,427	4,917,816	5,173,862	70,726,022	
Running Total		83,923	254,707	546,494	986,740	1,654,384	2,434,708	3,463,453	4,617,900	5,896,676	7,304,132	8,844,773	10,523,258	12,344,415	14,313,235	16,434,887	18,714,720	21,158,270	23,771,267	26,559,643	29,529,535	32,687,297	36,039,503	39,592,960	43,354,711	47,332,047	51,532,512	55,963,917	60,634,345	65,552,160	70,726,022		

GROSS 70,726,022

	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039	2040	2041	2042	2043	2044	2045	2046	2047	2048	2049	2050	2051	2052	2053		
City of Midland	$ 83,923	$ 170,784	$ 291,787	$ 440,246	$ 667,644	$ 780,323	$ 1,028,746	$ 1,154,447	$ 1,278,776	$ 1,407,456	$ 1,540,640	$ 1,678,486	$ 1,821,156	$ 1,968,820	$ 2,121,652	$ 2,279,833	$ 2,443,550	$ 2,612,998	$ 2,788,376	$ 2,969,892	$ 3,157,762	$ 3,352,206	$ 3,553,457	$ 3,761,751	$ 3,977,336	$ 4,200,465	$ 4,431,405	$ 4,670,427	$ 4,917,816	$ 5,173,862	70,726,022	City of Midland
Midland County	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	0	Midland County
Midland Hospital	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	0	Midland Hospital
Midland College	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	0	Midland College
Midland ISD	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	0	Midland ISD
	83,923	170,784	291,787	440,246	667,644	780,323	1,028,746	1,154,447	1,278,776	1,407,456	1,540,640	1,678,486	1,821,156	1,968,820	2,121,652	2,279,833	2,443,550	2,612,998	2,788,376	2,969,892	3,157,762	3,352,206	3,553,457	3,761,751	3,977,336	4,200,465	4,431,405	4,670,427	4,917,816	5,173,862	70,726,022	TOTAL

DAVID PETTIT Economic Development

ESTIMATE OF GENERAL IMPACT OF PROPOSED PROPERTY VALUES AND TAX REVENUES, INCENTIVE BASED ON PROPOSED PARTICIPATION

TAXABLE BASE YEAR GROWTH 3.50%
DISCOUNT RATE 6.00%

REAL PROPERTY TAX			BUSINESS PERSONAL PROPERTY TAX			SALES TAX		
City of Midland	0.3506620	100%	0.3506620	0.3506620	100%	0.3506620	0.0125000	100%	0.0125000
Midland County	0.1204000	100%	0.1204000	0.1204000	100%	0.1204000	0.0050000	100%	0.0050000
Midland Hospital	0.0731200	100%	0.0731200	0.0731200	100%	0.0731200	*456.7675000*		*456.7675000*
Midland College	0.0774100	100%	0.0774100	0.0774100	100%	0.0774100			
Midland ISD	0.8795000	100%	0.8795000	0.8795000	100%	0.8795000			
	1.5010920		*1.5010920*	*1.5010920*		*1.5010920*			

REVENUE YEAR	TAX BASE YEAR 2023	1 2024	2 2025	3 2026	4 2027	5 2028	6 2029	7 2030	8 2031	9 2032	10 2033	11 2034	12 2035	13 2036	14 2037	15 2038	16 2039	17 2040	18 2041	19 2042	20 2043	21 2044	22 2045	23 2046	24 2047	25 2048	26 2049	27 2050	28 2051	29 2052	30 2053	TOTALS	
BASE YEAR																																	
City of Midland	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052		
Midland County	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052		
Midland Hospital	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052		
Midland College	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052		
Midland ISD	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052		
TAXABLE VALUE																																	
City of Midland		707,726,844	732,497,283	758,134,688	784,669,402	812,132,831	840,557,481	869,976,992	900,426,187	931,941,104	964,559,042	998,318,609	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########		
Midland County		707,726,844	732,497,283	758,134,688	784,669,402	812,132,831	840,557,481	869,976,992	900,426,187	931,941,104	964,559,042	998,318,609	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########		
Midland Hospital		707,726,844	732,497,283	758,134,688	784,669,402	812,132,831	840,557,481	869,976,992	900,426,187	931,941,104	964,559,042	998,318,609	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########		
Midland College		707,726,844	732,497,283	758,134,688	784,669,402	812,132,831	840,557,481	869,976,992	900,426,187	931,941,104	964,559,042	998,318,609	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########		
Midland ISD		707,726,844	732,497,283	758,134,688	784,669,402	812,132,831	840,557,481	869,976,992	900,426,187	931,941,104	964,559,042	998,318,609	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########		
TAXABLE VALUE INCREMENT																																	
City of Midland		23,932,792	48,703,231	74,340,636	100,875,350	128,338,779	156,763,429	186,182,940	216,632,135	248,147,052	280,764,990	314,524,557	349,465,708	385,629,800	423,059,634	461,799,513	501,895,288	543,394,415	586,346,012	630,800,914	676,811,738	724,432,940	773,720,885	824,733,908	877,532,386	932,178,812	988,737,862	##########	##########	##########	##########		
Midland County		23,932,792	48,703,231	74,340,636	100,875,350	128,338,779	156,763,429	186,182,940	216,632,135	248,147,052	280,764,990	314,524,557	349,465,708	385,629,800	423,059,634	461,799,513	501,895,288	543,394,415	586,346,012	630,800,914	676,811,738	724,432,940	773,720,885	824,733,908	877,532,386	932,178,812	988,737,862	##########	##########	##########	##########		
Midland Hospital		23,932,792	48,703,231	74,340,636	100,875,350	128,338,779	156,763,429	186,182,940	216,632,135	248,147,052	280,764,990	314,524,557	349,465,708	385,629,800	423,059,634	461,799,513	501,895,288	543,394,415	586,346,012	630,800,914	676,811,738	724,432,940	773,720,885	824,733,908	877,532,386	932,178,812	988,737,862	##########	##########	##########	##########		
Midland College		23,932,792	48,703,231	74,340,636	100,875,350	128,338,779	156,763,429	186,182,940	216,632,135	248,147,052	280,764,990	314,524,557	349,465,708	385,629,800	423,059,634	461,799,513	501,895,288	543,394,415	586,346,012	630,800,914	676,811,738	724,432,940	773,720,885	824,733,908	877,532,386	932,178,812	988,737,862	##########	##########	##########	##########		
Midland ISD		23,932,792	48,703,231	74,340,636	100,875,350	128,338,779	156,763,429	186,182,940	216,632,135	248,147,052	280,764,990	314,524,557	349,465,708	385,629,800	423,059,634	461,799,513	501,895,288	543,394,415	586,346,012	630,800,914	676,811,738	724,432,940	773,720,885	824,733,908	877,532,386	932,178,812	988,737,862	##########	##########	##########	##########		
REVENUE A																																	
TAXABLE VALUE GROWTH																																	
City of Midland		83,923	170,784	260,684	353,732	450,035	549,710	652,873	759,647	870,157	984,536	1,102,918	1,225,443	1,352,257	1,483,509	1,619,355	1,759,956	1,905,478	2,056,093	2,211,979	2,373,322	2,540,311	2,713,145	2,892,028	3,077,173	3,268,797	3,467,128	3,672,401	3,884,858	4,104,751	4,332,341	56,179,324	City of Midland
Midland County		28,815	58,639	89,506	121,454	154,520	188,743	224,164	260,825	298,769	338,041	378,688	420,757	464,298	509,364	556,007	604,282	654,247	705,961	759,484	814,881	872,217	931,560	992,980	1,056,549	1,122,343	1,190,440	1,260,921	1,333,868	1,409,369	1,487,512	19,289,203	Midland County
Midland Hospital		17,500	35,612	54,358	73,760	93,841	114,625	136,137	158,401	181,445	205,295	229,980	255,529	281,973	309,341	337,668	366,986	397,330	428,736	461,242	494,885	529,705	565,745	603,045	641,652	681,609	722,965	765,769	810,070	855,922	903,379	11,714,506	Midland Hospital
Midland College		18,526	37,701	57,547	78,088	99,347	121,351	144,124	167,695	192,091	217,340	243,473	270,521	298,516	327,490	357,479	388,517	420,642	453,890	488,303	523,920	560,784	598,937	638,427	679,298	721,600	765,382	810,697	857,597	906,140	956,381	12,401,804	Midland College
Midland ISD		210,489	428,345	653,826	887,199	1,128,740	1,378,734	1,637,479	1,905,280	2,182,453	2,469,328	2,766,243	3,073,551	3,391,614	3,720,809	4,061,527	4,414,169	4,779,154	5,156,913	5,547,894	5,952,559	6,371,388	6,804,875	7,253,535	7,717,897	8,198,513	8,695,949	9,210,797	9,743,663	10,295,181	10,866,001	140,904,105	Midland ISD
		359,253	731,080	1,115,921	1,514,232	1,926,483	2,353,163	2,794,777	3,251,848	3,724,916	4,214,541	4,721,303	5,245,802	5,788,658	6,350,514	6,932,036	7,533,910	8,156,850	8,801,593	9,468,902	10,159,567	10,874,405	11,614,262	12,380,015	13,172,568	13,992,862	14,841,665	15,720,583	16,630,057	17,571,362	18,545,613	240,488,942	
REVENUE 1 - DOWNTOWN																																	
REAL PROPERTY TAX		0	0	8,869,743	24,671,745	62,056,609	65,765,160	107,189,528	112,587,173	116,527,724	120,606,194	124,827,411	129,196,370	133,718,243	138,398,382	143,242,325	148,255,806	153,444,760	158,815,326	164,373,863	170,126,948	176,081,391	182,244,240	188,622,788	195,224,586	202,057,446	209,129,457	216,448,988	224,024,702	231,865,567	239,980,862		
BUSINESS PERSONAL PROPERTY		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0		
City of Midland		0	0	31,103	86,514	217,609	230,613	375,873	394,800	408,618	422,920	437,722	453,043	468,899	485,311	502,296	519,877	538,072	556,905	576,397	596,571	617,451	639,061	661,428	684,578	708,539	733,338	759,004	785,570	813,064	841,522	14,546,699	City of Midland
Midland County		0	0	10,679	29,705	74,716	79,181	129,056	135,555	140,299	145,210	150,292	155,552	160,997	166,632	172,464	178,500	184,747	191,214	197,906	204,833	212,002	219,422	227,102	235,050	243,277	251,792	260,605	269,726	279,166	288,937	4,994,617	Midland County
Midland Hospital		0	0	6,486	18,040	45,376	48,087	78,377	82,324	85,205	88,187	91,274	94,468	97,775	101,197	104,739	108,405	112,199	116,126	120,190	124,397	128,751	133,257	137,921	142,748	147,744	152,915	158,267	163,807	169,540	175,474	3,033,276	Midland Hospital
Midland College		0	0	6,866	19,098	48,038	50,909	82,975	87,154	90,204	93,361	96,629	100,011	103,511	107,134	110,884	114,765	118,782	122,939	127,242	131,695	136,305	141,075	146,013	151,123	156,413	161,887	167,553	173,418	179,487	185,769	3,211,240	Midland College
Midland ISD		0	0	78,009	216,988	545,788	578,405	942,732	990,204	1,024,861	1,060,731	1,097,857	1,136,282	1,176,052	1,217,214	1,259,816	1,303,910	1,349,547	1,396,781	1,445,668	1,496,267	1,548,636	1,602,838	1,658,937	1,717,000	1,777,095	1,839,294	1,903,669	1,970,297	2,039,258	2,110,632	36,484,768	Midland ISD
		0	0	133,143	370,346	931,527	987,196	1,609,013	1,690,037	1,749,188	1,810,410	1,873,774	1,939,356	2,007,234	2,077,487	2,150,199	2,225,456	2,303,347	2,383,964	2,467,403	2,553,762	2,643,144	2,735,654	2,831,402	2,930,501	3,033,068	3,139,226	3,249,098	3,362,817	3,480,515	3,602,334	62,270,600	
REVENUE 2 - DOWNTOWN SALES																																	
SALES		0	0	0	0	0	1,536,569	1,590,349	3,292,023	3,407,243	3,526,497	3,649,924	3,777,672	3,909,890	4,046,736	4,188,372	4,334,965	4,486,689	4,643,723	4,806,253	4,974,472	5,148,579	5,328,779	5,515,286	5,708,321	5,908,112	6,114,896	6,328,918	6,550,430	6,779,695	7,016,984		
City of Midland		0	0	0	0	0	19,207	19,879	41,150	42,591	44,081	45,624	47,221	48,874	50,584	52,355	54,187	56,084	58,047	60,078	62,181	64,357	66,610	68,941	71,354	73,851	76,436	79,111	81,880	84,746	87,712	1,457,142	City of Midland
Midland County		0	0	0	0	0	7,683	7,952	16,460	17,036	17,632	18,250	18,888	19,549	20,234	20,942	21,675	22,433	23,219	24,031	24,872	25,743	26,644	27,576	28,542	29,541	30,574	31,645	32,752	33,898	35,085	582,857	Midland County
		0	0	0	0	0	26,890	27,831	57,610	59,627	61,714	63,874	66,109	68,423	70,818	73,297	75,862	78,517	81,265	84,109	87,053	90,100	93,254	96,518	99,896	103,392	107,011	110,756	114,633	118,645	122,797	2,039,999	
REVENUE 3 - HOTEL OCCUPANCY TAX																																	
		0	0	3,577,000	9,949,649	10,297,887	10,658,313	11,031,354	11,417,451	11,817,062	12,230,659	12,658,732	13,101,788	13,560,350	14,034,963	14,526,186	15,034,603	15,560,814	16,105,442	16,669,133	17,252,553	17,856,392	18,481,366	19,128,213	19,797,701	20,490,620	21,207,792	21,950,065	22,718,317	23,513,458	24,336,429		
City of Midland		0	0	250,390	696,475	720,852	746,082	772,195	799,222	827,194	856,146	886,111	917,125	949,225	982,447	1,016,833	1,052,422	1,089,257	1,127,381	1,166,839	1,207,679	1,249,947	1,293,696	1,338,975	1,385,839	1,434,343	1,484,545	1,536,505	1,590,282	1,645,942	1,703,550	30,727,500	City of Midland
		0	0	250,390	696,475	720,852	746,082	772,195	799,222	827,194	856,146	886,111	917,125	949,225	982,447	1,016,833	1,052,422	1,089,257	1,127,381	1,166,839	1,207,679	1,249,947	1,293,696	1,338,975	1,385,839	1,434,343	1,484,545	1,536,505	1,590,282	1,645,942	1,703,550	30,727,500	
REVENUE A, 1, 2, 3		359,253	731,080	1,499,454	2,581,053	3,578,862	4,113,331	5,203,817	5,798,717	6,360,925	6,942,811	7,545,062	8,168,393	8,813,540	9,481,267	10,172,364	10,887,650	11,627,971	12,394,203	13,187,254	14,008,061	14,857,596	15,736,865	16,646,909	17,588,804	18,563,665	19,572,647	20,616,942	21,697,789	22,816,465	23,974,294	335,527,042	
Running Total		359,253	1,090,334	2,589,788	5,170,841	8,749,703	12,863,033	18,066,850	23,865,567	30,226,492	37,169,302	44,714,364	52,882,757	61,696,296	71,177,563	81,349,927	92,237,577	103,865,549	116,259,752	129,447,006	143,455,066	158,312,663	174,049,528	190,696,437	208,285,240	226,848,905	246,421,552	267,038,495	288,736,283	311,552,748	335,527,042		

GROSS 335,527,042

	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039	2040	2041	2042	2043	2044	2045	2046	2047	2048	2049	2050	2051	2052	2053		
City of Midland	$ 83,923	$ 170,784	$ 542,177	$ 1,136,721	$ 1,388,496	$ 1,545,612	$ 1,820,820	$ 1,994,819	$ 2,148,561	$ 2,307,684	$ 2,472,376	$ 2,642,832	$ 2,819,254	$ 3,001,851	$ 3,190,840	$ 3,386,442	$ 3,588,891	$ 3,798,425	$ 4,015,293	$ 4,239,752	$ 4,472,066	$ 4,712,512	$ 4,961,373	$ 5,218,944	$ 5,485,530	$ 5,761,447	$ 6,047,021	$ 6,342,590	$ 6,648,504	$ 6,965,125	102,910,665	City of Midland
Midland County	$ 28,815	$ 58,639	$ 100,185	$ 151,159	$ 229,236	$ 275,607	$ 361,172	$ 412,840	$ 456,105	$ 500,883	$ 547,229	$ 595,198	$ 644,844	$ 696,229	$ 749,412	$ 804,457	$ 861,428	$ 920,393	$ 981,422	$ 1,044,587	$ 1,109,962	$ 1,177,626	$ 1,247,658	$ 1,320,141	$ 1,395,161	$ 1,472,807	$ 1,553,170	$ 1,636,346	$ 1,722,433	$ 1,811,534	24,866,678	Midland County
Midland Hospital	$ 17,500	$ 35,612	$ 60,843	$ 91,800	$ 139,217	$ 162,713	$ 214,514	$ 240,725	$ 266,650	$ 293,483	$ 321,254	$ 349,998	$ 379,747	$ 410,538	$ 442,407	$ 475,390	$ 509,529	$ 544,862	$ 581,432	$ 619,282	$ 658,456	$ 699,002	$ 740,966	$ 784,400	$ 829,354	$ 875,881	$ 924,036	$ 973,877	$ 1,025,462	$ 1,078,853	14,747,782	Midland Hospital
Midland College	$ 18,526	$ 37,701	$ 64,413	$ 97,186	$ 147,385	$ 172,259	$ 227,100	$ 254,849	$ 282,295	$ 310,701	$ 340,102	$ 370,532	$ 402,027	$ 434,625	$ 468,363	$ 503,282	$ 539,423	$ 576,829	$ 615,545	$ 655,615	$ 697,088	$ 740,013	$ 784,439	$ 830,421	$ 878,012	$ 927,269	$ 978,250	$ 1,031,015	$ 1,085,627	$ 1,142,150	15,613,044	Midland College
Midland ISD	$ 210,489	$ 428,345	$ 731,836	$ 1,104,187	$ 1,674,527	$ 1,957,139	$ 2,560,211	$ 2,895,494	$ 3,207,315	$ 3,530,960	$ 3,864,101	$ 4,209,833	$ 4,567,666	$ 4,938,023	$ 5,321,343	$ 5,718,079	$ 6,128,701	$ 6,553,694	$ 6,993,562	$ 7,448,826	$ 7,920,024	$ 8,407,713	$ 8,912,472	$ 9,434,898	$ 9,975,608	$ 10,535,243	$ 11,114,465	$ 11,713,961	$ 12,334,438	$ 12,976,632	177,388,872	Midland ISD
	359,253	731,080	1,499,454	2,581,053	3,578,862	4,113,331	5,203,817	5,798,717	6,360,925	6,942,811	7,545,062	8,168,393	8,813,540	9,481,267	10,172,364	10,887,650	11,627,971	12,394,203	13,187,254	14,008,061	14,857,596	15,736,865	16,646,909	17,588,804	18,563,665	19,572,647	20,616,942	21,697,789	22,816,465	23,974,294	335,527,042	TOTAL

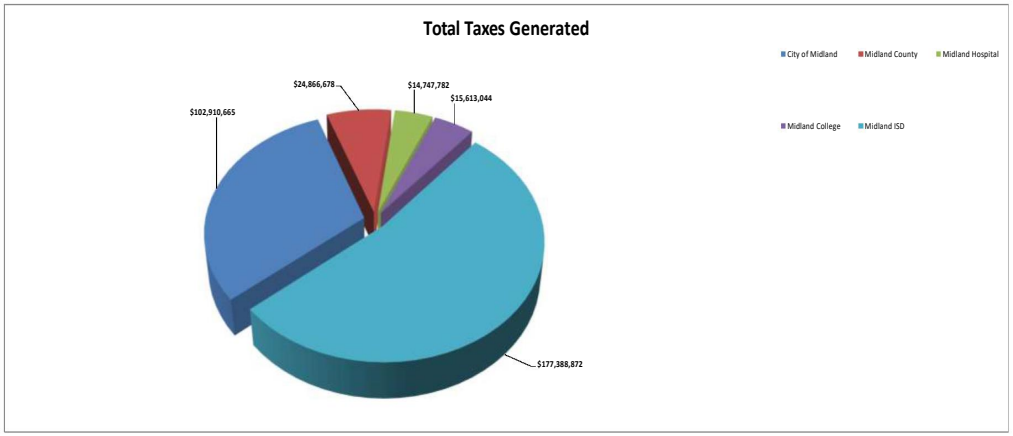
DAVID PETTIT Economic Development

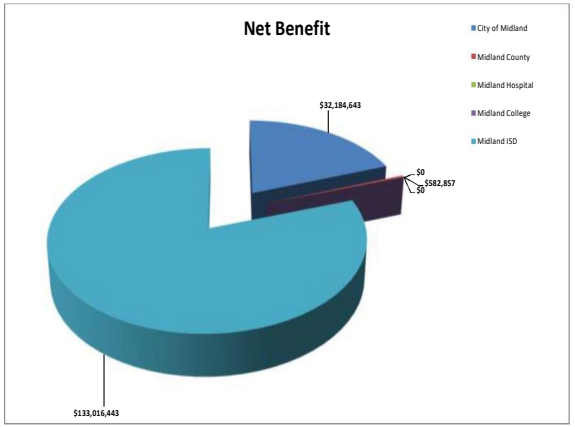
Revenue Summary

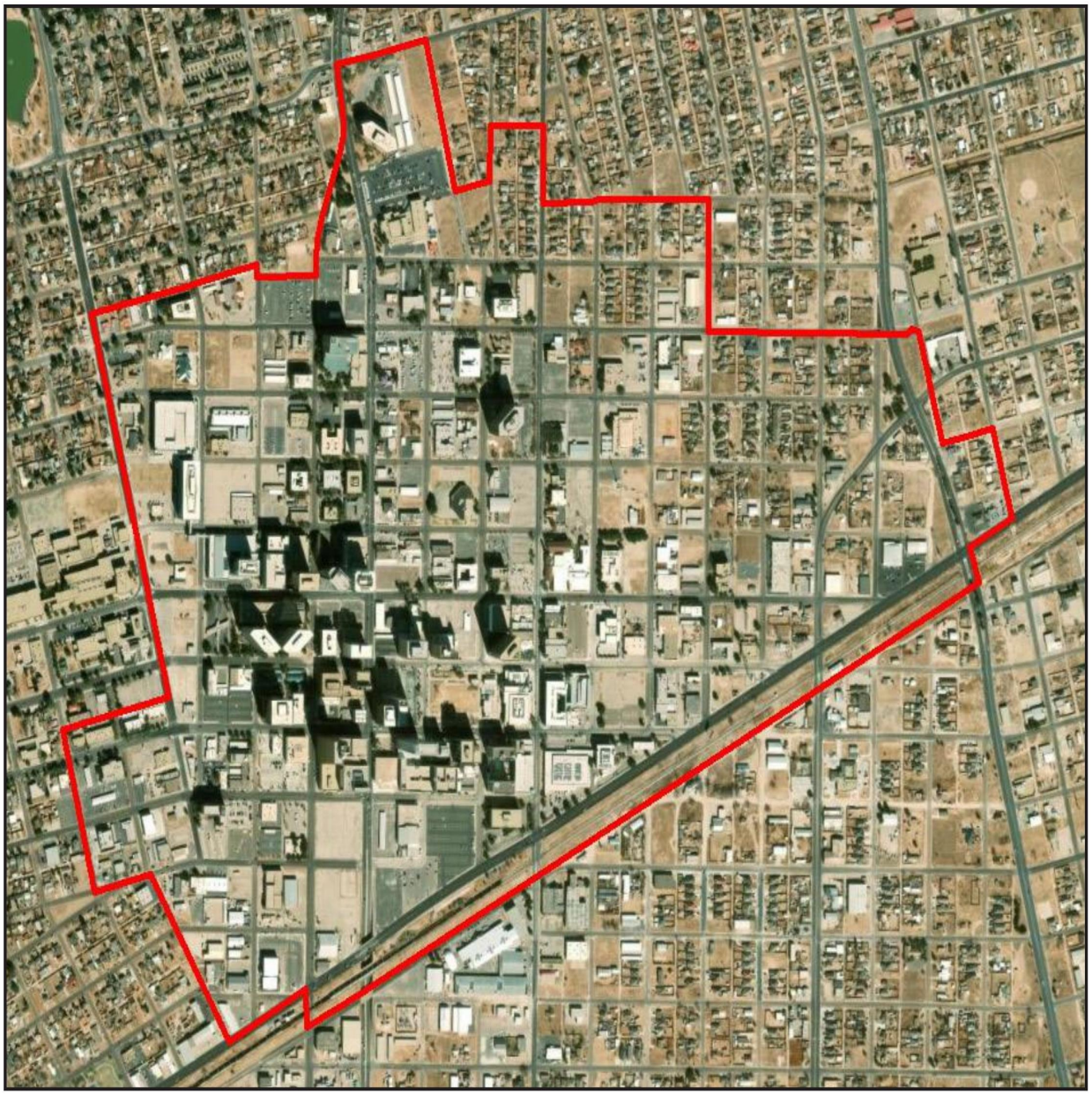
Taxing Jurisdictions	Total Taxes Generated	City Participation (100%)	*Potential Additional Participation (100%)	Net Benefit
City of Midland	$102,910,665	$70,726,022		$32,184,643
Midland County	$24,866,678		$24,283,821	$582,857
Midland Hospital	$14,747,782		$14,747,782	$0
Midland College	$15,613,044		$15,613,044	$0
Midland ISD	$177,388,872		$44,372,430	$133,016,443
Total	**$335,527,042**	**$70,726,022**	**$99,017,077**	**$165,783,942**

**Potential Additional Participation subject to separate yet to be negotiated interlocal agreements, Midland County, Midland Hospital, and Midland College may contribute up to 100% of the real property increment within the Zone. Subject to a separate yet to be negotiated interlocal agreement, Midland ISD may contribute up to 100% of the real property increment generated from the Interest and Sinking (I&S) portion of its tax rate within the Zone.*

Taxing Jurisdictions	Total Taxes Generated	Participation	Net Benefit
City of Midland	$102,910,665	$70,726,022	$32,184,643
City of Midland - Real Property	*$70,726,022*	*$70,726,022*	$0
City of Midland - Sales	*$1,457,142*	*$0*	*$1,457,142*
City of Midland -HOT	*$30,727,500*	*$0*	$30,727,500







Length of TIRZ #2 in Years:

The TIRZ has a 30 year term and is scheduled to end on December 31, 2053 (with the final year's tax increment to be collected by September 1, 2054).

Powers and Duties of Board of Directors:

The Board shall have all powers granted to it by Chapter 311 of the Texas Tax Code, including powers of a municipality under Chapter 380, Local Government Code. The Board shall not be authorized to:

issue bonds;

impose taxes or fees;

exercise the power of eminent domain; or

give final approval to the Zone's project and financing plan.

Property ID	Street Address	Legal Description	Acres	Owner Name	Exemption	Taxable Value
R000035533		BLK: 088, LOT: NORTH-SOUTH ALLEY, ADDN: ORIGINAL TOWN	0.138	14 TEXAS REAL ESTATE LLC		$ 16,880
R000035534	215 S MARIENFELD ST	BLK: 088, LOT: 009, ADDN: ORIGINAL TOWN	0.161	14 TEXAS REAL ESTATE LLC		$ 19,690
R000035535	409 W MISSOURI AV	BLK: 088, LOTS: 010 THRU 12 E.56, ADDN: ORIGINAL TOWN	0.193	14 TEXAS REAL ESTATE LLC		$ 23,630
R000035536	210 N MARIENFELD ST	BLK: 088, LOTS: 010 THRU 12 W.84, ADDN: ORIGINAL TOWN	0.289	14 TEXAS REAL ESTATE LLC		$ 35,440
R000035532	401 W MISSOURI AV	BLK: 088, LOTS: 001 THRU 8, ADDN: ORIGINAL TOWN	1.285	14 TEXAS REAL ESTATE LLC		$ 115,500
R000035116		BLK: 026, LOTS: 001 THRU 3, ADDN: ORIGINAL TOWN	0.482	312 PARTNERSHIP ET AL		$ 59,060
R000035663	407 S MARIENFELD ST	BLK: 109, LOT: 003 & S.16.5 OF 4, ADDN: ORIGINAL TOWN	0.138	4WC PROPERTIES LLC		$ 54,160
R000026089	500 N COLORADO ST	BLK: 041, S.240 OF W/2, ADDN: HOMESTEAD	0.771	500 COLORADO LLC		$ 2,145,840
R000026121	500 W OHIO AV	BLK: 047, S.80 OF SE/4, ADDN: HOMESTEAD	0.257	500 WEST OHIO LLC		$ 1,401,012
R000026063	606 W TENNESSEE AV	BLK: 037, SW/4, ADDN: HOMESTEAD	0.482	606 W TENNESSEE		$ 836,603
R000051778	808 W WALL ST	BLK: 014, LOTS: 007 THRU 9, ADDN: WEST END	0.492	808 PARTNERS LLC		$ 743,235
R000025981	0 N COLORADO ST	BLK:029, LOT: 001A, ADDN: HOMESTEAD SEC 8	0.4	A & D ALLIANCE ENERGY MANAGEMENT LLC		$ 799,850
R000034985	511 N DALLAS ST	BLK: 001, LOT: 001, ADDN: OLD PUEBLO PARK	0.112	A N FINANCE LLC		$ 261,970
R000035542	511 W MISSOURI AV	BLK: 089, LOTS: 010 THRU 12, ADDN: ORIGINAL TOWN	0.482	A R STRATEGIES LLC		$ 305,080
R000051903	807 W MISSOURI AV	BLK: 032, LOT: 007 E.70, ADDN: WEST END	0.225	ABYSS PROPERTIES LLC		$ 39,200
R000052576	811 W MISSOURI AV	BLK: 032, LOT: 7A, ADDN: WEST END SEC 5	0.225	ABYSS PROPERTIES LLC		$ 617,950
R000041035	903 N MAIN ST	BLK: 002, LOTS: 007, ADDN: RICHARDSON ABILENE	0.158	ACOSTA MARTIN ORLANDO		$ 196,680
R000032395	407 N LEE ST	BLK: 006, LOT: 003, ADDN: MOODY	0.161	ACOSTA MARTIN SOTO		$ 242,200
R000035049	404 N TERRELL ST	BLK: 014, 9336 SQ IN SW/4, ADDN: ORIGINAL TOWN	0.214	ACOSTA ROSALINDA		$ 167,170
R000035192	210 N MAIN ST	BLK: 038, LOTS: 9(N41) & 10(S/2), ADDN: ORIGINAL TOWN	0.212	AGGIETECH LLC		$ 170,520
R000035122	301 W OHIO AV	BLK: 027, LOT: 001, ADDN: ORIGINAL TOWN	0.08	AGUILAR SALVADOR		$ 80,660
R000017946	204 W KANSAS AV	BLK: 001, LOT: 001 & 2 W.69, ADDN: ESTES	0.171	AGUILERA JAVIER		$ 61,810
R000035117	200 W ILLINOIS AV	BLK: 026, LOTS: 004 THRU 6, ADDN: ORIGINAL TOWN	0.482	AKA SQUARE INC		$ 1,152,600
R000025949	610 N FORT WORTH ST	BLK: 023, N.50' OF N.100' OF NW/4, ADDN: HOMESTEAD	0.161	AKATI SETOR		$ 185,440
R000026000	507 W LOUISIANA AV	BLK: 031, E.70 OF NW/4, ADDN: HOMESTEAD	0.241	ALAMO HEIGHTS HOMES LLC		$ 92,580
R000035082	309 N TERRELL ST	BLK: 020, LOT: 002, ADDN: ORIGINAL TOWN	0.161	ALCOCER JESSE		$ 14,000
R000035083	307 N TERRELL ST	BLK: 020, LOT: 003, ADDN: ORIGINAL TOWN	0.161	ALCOCER JESSE		$ 21,950
R000035080	310 N TERRELL ST	BLK: 019, LOT: 012, ADDN: ORIGINAL TOWN	0.161	ALCOCER JESSE		$ 91,880
R000034966	505 N MINEOLA ST	BLK: 003, LOTS: 002 & 003, ADDN: ORIGINAL TOWN	0.322	ALCOCER JESSE		$ 116,420
R000035198	211 E TEXAS AV	BLK: 039, LOT: 004 S/2&ALL OF 5&6, ADDN: ORIGINAL TOWN	0.402	ALLEN REAL PROPERTIES LTD		$ 216,890
R000025850	701 N BIG SPRING ST	BLK: 010, SE/4, ADDN: HOMESTEAD	0.643	AMERICAN MOMENTUM BANK		$ 35,000
R000026072	510 N MARIENFELD ST	BLK: 039, N.75 OF W/2, ADDN: HOMESTEAD	0.241	AMERICAN MOMENTUM BANK		$ 74,660
R000026110	405 N BIG SPRING ST	BLK: 046, SE/4, ADDN: HOMESTEAD	0.482	AMERICAN MOMENTUM BANK		$ 126,590
R000026108	407 N BIG SPRING ST	BLK: 046, NE/4, ADDN: HOMESTEAD	0.482	AMERICAN MOMENTUM BANK		$ 2,872,770
R000035366	509 W WALL ST	BLK: 062, LOTS: 011 & 12, ADDN: ORIGINAL TOWN	0.321	AMERICAN STATE BANK		$ 4,045,459
R000035543	601 W MISSOURI AV	BLK: 090, LOTS: 001 THRU 3, ADDN: ORIGINAL TOWN	0.482	AR STRATEGIES LLC		$ 42,000
R000035306	120 N MAIN ST	BLK: 053, LOT: 024, ADDN: ORIGINAL TOWN	0.08	ARMENDARIZ MARCELINO		$ 153,570
R000025923	601 N MINEOLA ST	BLK: 021, S.50 OF SE/4, ADDN: HOMESTEAD	0.161	ARMENDARIZ TERRY		$ 67,410
R000035337	513 W TEXAS AV	BLK: 058, LOTS: 011 & 12 E.60, ADDN: ORIGINAL TOWN	0.138	ARRINGTON BUILDING LLC THE		$ 100,010
R000035332	511 W TEXAS AV	BLK: 058, LOTS: 001 & 2 W.65, ADDN: ORIGINAL TOWN	0.149	ARRINGTON BUILDING LLC THE		$ 129,070
R000035333	109 N MARIENFELD ST	BLK: 058, LOTS: 001 & 2 E.75, ADDN: ORIGINAL TOWN	0.172	ARRINGTON BUILDING LLC THE		$ 147,820
R000035336	102 N PECOS ST	BLK: 058, LOT: 010 & W.80 OF, ADDN: ORIGINAL TOWN, LOT 11 & 12	0.344	ARRINGTON BUILDING LLC THE		$ 281,360
R000035334	500 W WALL ST	BLK: 058, LOTS: 003 THRU 6, ADDN: ORIGINAL TOWN	0.643	ARRINGTON BUILDING LLC THE		$ 4,530,767
R000035215	203 N DALLAS ST	BLK: 041, LOT: 01A, ADDN: ORIGINAL TOWN, SECTION 17	0.964	AUSBUILT LLC	E	$ -
R000035056	401 N MARSHALL ST	BLK: 015, S.50 SE/4, ADDN: ORIGINAL TOWN, (AKA LOT 2C)	0.161	AVALOS FLODIA H		$ 107,280
R000025872	0 N MAIN ST	BLK: 014, N.60 OF SW/4, ADDN: HOMESTEAD	0.193	B AND B INVESTMENTS		$ 16,800
R000025873	105 E LOUISIANA AV	BLK: 014, S.90 OF SW/4, ADDN: HOMESTEAD	0.289	B AND B INVESTMENTS		$ 25,200
R000035354	108 S PECOS ST	BLK: 061, LOT: 004, ADDN: ORIGINAL TOWN	0.161	B T A OIL PRODUCERS		$ 26,690
R000035352	601 W WALL ST	BLK: 061, LOTS: 001 & 2, ADDN: ORIGINAL TOWN	0.321	B T A OIL PRODUCERS		$ 116,700
R000035355	602 W MISSOURI AV	BLK: 061, LOTS: 005 & 6, ADDN: ORIGINAL TOWN	0.321	B T A OIL PRODUCERS		$ 189,330

Property ID	Street Address	Legal Description	Acres	Owner Name	Exemption	Taxable Value
R000035353	104 S PECOS ST	BLK: 061, LOT: 003, ADDN: ORIGINAL TOWN	0.161	B T A OIL PRODUCERS		$ 1,644,324
R000025816	207 E KANSAS AV	BLK: 008, W/2 OF SE/4, ADDN: HOMESTEAD	0.241	BADILLO MINERVA M EST		$ 194,040
R000035046	409 N MINEOLA ST	BLK: 014, S.50 OF N.100 OF E/2, ADDN: ORIGINAL TOWN	0.126	BAESA ANGELITA		$ 61,890
R000035048	401 N MINEOLA ST	BLK: 014, LOT: 002 S.150 OF E.140, ADDN: ORIGINAL TOWN	0.482	BAESA ANGELITA		$ 73,270
R000035047	407 N MINEOLA ST	BLK: 014, LOT: 001 S.50, ADDN: ORIGINAL TOWN	0.158	BAEZA ALFREDO		$ 241,680
R000026093	501 N BAIRD ST	BLK: 043, S.114.3 OF E/2, ADDN: HOMESTEAD	0.367	BAIRD STREET STORAGE LLC		$ 153,170
R000025939	601 N TERRELL ST	BLK: 022, LOT: 006, ADDN: HOMESTEAD	0.161	BALTIER JOSE R		$ 153,820
R000035017	407 N FORT WORTH ST	BLK: 011, S.55 OF NE/4, ADDN: ORIGINAL TOWN	0.177	BANDA OSVALDO		$ 93,470
R000035099	307 N FORT WORTH ST	BLK: 022, LOT: 003, ADDN: ORIGINAL TOWN	0.161	BECKER STEVE A		$ 14,000
R000035020	303 E OHIO AV	BLK: 011, LOT: 003 E.70 OF S.100, ADDN: ORIGINAL TOWN	0.161	BECKER STEVE A		$ 24,570
R000035098	311 N FORT WORTH ST	BLK: 022, LOTS: 001 & 2, ADDN: ORIGINAL TOWN	0.321	BECKER STEVE A		$ 28,000
R000035110	312 N WEATHERFORD ST	BLK: 022, LOT: 012 N.45, ADDN: ORIGINAL TOWN	0.145	BECKER STEVEN A		$ 55,110
R000109949	702 N BAIRD ST	BLK: 015, LOT: 008, ADDN: HOMESTEAD SEC 3	0.172	BELL JACQUELINE R		$ 157,010
R000017756	400 W KANSAS AV	BLK: 018, LOT: 004, ADDN: ELMWOOD SEC 2	0.378	BELL NONGYOW R		$ 134,960
R000035329	410 W WALL ST	BLK: 057, LOTS: 007 & 8, ADDN: ORIGINAL TOWN	0.321	BEN MAR PARTNERS		$ 193,730
R000041038	806 N LORAINE ST	BLK: 002, LOT: 012, ADDN: RICHARDSON ABILENE	0.13	BENITEZ MARTA		$ 87,460
R000109948	700 N BAIRD ST	BLK: 015, LOT: 007, ADDN: HOMESTEAD SEC 3	0.172	BENNETT AUGUSTINE JR		$ 162,770
R000025924	611 N MINEOLA ST	BLK: 021, N.50 OF NE/4, ADDN: HOMESTEAD	0.161	BETANCOURT ONIEL		$ 14,000
R000041032	919 N MAIN ST	BLK: 002, LOTS: 003 & 4, ADDN: RICHARDSON ABILENE	0.316	BEZINQUE CURTIS F		$ 122,040
R000025985	600 N BIG SPRING ST	BLK:029, S.100 OF W/2, ADDN: HOMESTEAD	0.321	BHBW HOLDINGS LLC		$ 265,040
R000014586	714 W LOUISIANA AV	BLK: 001, LOT: 018A, ADDN: COUNTRY CLUB, HEIGHTS 2	0.482	BIG BROTHERS BIG SISTERS	E	$ -
R000035184	213 N MAIN ST	BLK: 037, LOT: 003, ADDN: ORIGINAL TOWN	0.161	BORLAND R MIKE		$ 221,550
R000025853	710 N BIG SPRING ST	BLK: 011, N.100 OF NW/4, ADDN: HOMESTEAD	0.321	BRANCH BANKING & TRUST CO		$ 245,946
R000025970	610 N MAIN ST	BLK: 026, N.75 OF NW/4, ADDN: HOMESTEAD	0.241	BRANUM MARK L		$ 142,910
R000035222	501 E TEXAS AV	BLK: 042, LOTS: 006 & 7, ADDN: ORIGINAL TOWN	0.321	BROOKS JULIUS L		$ 28,410
R000032397	0 N LEE ST	BLK: 006, LOT: 005, ADDN: MOODY	0.161	BUSTILLOS YSIDRO A JR		$ 14,000
R000032398	401 N LEE ST	BLK: 006, LOT: 006, ADDN: MOODY	0.161	BUSTILLOS YSIDRO A JR		$ 27,010
R000025852	300 W LOUISIANA AV	BLK: 011, E/2, ADDN: HOMESTEAD	0.964	CABRITO LTD		$ 2,124,195
R000058239	509 N DALLAS ST	BLK: 001, LOT: 002, ADDN: OLD PUEBLO PARK	0.115	CALLEROS MARIA DELALUZ		$ 182,380
R000025952	606 N FORT WORTH ST	BLK: 023, N 50' OF THE M.100 OF W/2, ADDN: HOMESTEAD	0.16	CAMACHO FELICIANO RAMOS JR		$ 194,850
R000205486	604 N FORT WORTH ST	BLK: 023, S50' OF THE M.100 OF W/2, ADDN: HOMESTEAD	0.16	CAMACHO KARINA		$ 221,930
R000035279	315 E WALL ST	BLK: 051, LOTS: 010 THRU 12 W.40, ADDN: ORIGINAL TOWN	0.069	CAPROCK TITLE MIDLAND LLC		$ 22,240
R000035281	315 E WALL ST	BLK: 051, LOTS: 013 THRU 15 E.65, ADDN: ORIGINAL TOWN	0.112	CAPROCK TITLE MIDLAND LLC		$ 149,730
R000041036	809 N MAIN ST	BLK: 002, LOT: 010, ADDN: RICHARDSON ABILENE	0.158	CARRASCO ALEJANDRO		$ 160,080
R000025937	605 N TERRELL ST	BLK: 022, LOT: 004, ADDN: HOMESTEAD	0.161	CARRASCO RUBEN H		$ 62,990
R000109952	708 N BAIRD ST	BLK: 015, LOT: 011, ADDN: HOMESTEAD SEC 3	0.172	CARRASCO VANESSA MAE		$ 160,790
R000035088	310 N DALLAS ST	BLK: 020, LOT: 012, ADDN: ORIGINAL TOWN	0.161	CARTERS FURNITURE		$ 14,000
R000035078	306 N TERRELL ST	BLK: 019, LOT: 010, ADDN: ORIGINAL TOWN	0.161	CARTERS FURNITURE INC		$ 14,000
R000035077	601 E ILLINOIS AV	BLK: 019, LOTS: 007 THRU 9, ADDN: ORIGINAL TOWN	0.482	CARTERS FURNITURE INC		$ 188,070
R000035087	501 E ILLINOIS AV	BLK: 020, LOTS: 007 THRU 11, ADDN: ORIGINAL TOWN	0.803	CARTERS FURNITURE INC		$ 476,910
R000025806	811 N FORT WORTH ST	BLK: 007N.75 OF E/2,, ADDN: HOMESTEAD	0.241	CASTILLO CRUZ VIDALES		$ 91,050
R000051781	800 W WALL ST	BLK: 014, LOT: 011 E.26.67 &, ADDN: WEST END, W.9.66 OF LOT 12	0.119	CENTENARY ENTERPRISES		$ 106,380
R000051780	800 W WALL ST	BLK: 014, LOT: 010 E.13 &, ADDN: WEST END, W.23.33 OF LOT 11	0.119	CENTENARY ENTERPRISES		$ 106,390
R000051779	800 W WALL ST	BLK: 014, LOT: 010 W.37, ADDN: WEST END	0.121	CENTENARY ENTERPRISES		$ 107,070
R000051782	800 W WALL ST	BLK: 014, LOT: 012 E.40.34, ADDN: WEST END	0.132	CENTENARY ENTERPRISES		$ 110,540
R000025815	807 N WEATHERFORD ST	BLK: 008, S.50 OF NE/4, ADDN: HOMESTEAD	0.161	CHAVEZ RAMONA SEGURA		$ 53,800
R000035360	615 W WALL ST	BLK: 061, LOTS: 010 THRU 12 E.50, ADDN: ORIGINAL TOWN	0.172	CHIN ROBERT AND JULIE TATE AKA JULIE CHIN		$ 144,610
R000025947	404 E LOUISIANA AV	BLK: 023, N.100 OF NE/4, ADDN: HOMESTEAD	0.321	CHURCH OF GOD SEVENTH DAY	E	$ -
R000034994	404 N COLORADO ST	BLK: 007, ALL, ADDN: ORIGINAL TOWN	2.066	CITY OF MIDLAND		$ 1,230,784
R000214346	209 E TEXAS AV	BLK: 038, LOT: 07A, ADDN: ORIGINAL TOWN, SEC 11	1.516	CITY OF MIDLAND TEXAS	E	$ -

Property ID	Street Address	Legal Description	Acres	Owner Name	Exemption	Taxable Value
R000035167	310 W TEXAS AV	BLK: 035, LOTS: 007 & 8, ADDN: ORIGINAL TOWN	0.321	CITY OF MIDLAND TEXAS	E	$ -
R000051786	111 N B ST	BLK: 015, LOT: 007, ADDN: WEST END	0.161	CLARK J A		$ 96,080
R000034975	511 N TERRELL ST	BLK: 004, LOT: 001 N.50, ADDN: ORIGINAL TOWN	0.161	CLYDE L AND MATILDE REYES MASTER TRUST		$ 126,770
R000035068	406 N MARSHALL ST	BLK: 016, N.15 OF S.65, ADDN: ORIGINAL TOWN	0.025	COATES W M		$ 2,210
R000026114	408 N PECOS ST	BLK: 047, SEC: S.25 OF NW/4, ADDN: HOMESTEAD	0.08	COG REALTY LLC		$ 9,840
R000026027	607 N PECOS ST	BLK: 032, S.50 OF NE/4, ADDN: HOMESTEAD	0.161	COG REALTY LLC		$ 14,000
R000026026	609 N PECOS ST	BLK: 032, M.50 OF NE/4, ADDN: HOMESTEAD	0.161	COG REALTY LLC		$ 14,000
R000026025	611 N PECOS ST	BLK: 032,N.50 OF NE/4, ADDN: HOMESTEAD	0.161	COG REALTY LLC		$ 14,000
R000026132	0 W TENNESSEE AV	BLK: 049, (40 X 150) ABANDONED ST, ADDN: HOMESTEAD	0.138	COG REALTY LLC		$ 16,880
R000026069	0 N PECOS ST	BLK: 038, N.50 OF SW/4, ADDN: HOMESTEAD	0.161	COG REALTY LLC		$ 19,690
R000026029	601 N PECOS ST	BLK: 032, S.50 OF SE/4, ADDN: HOMESTEAD	0.161	COG REALTY LLC		$ 19,690
R000026031	600 N CARRIZO ST	BLK:032, S.75 OF SW/4, ADDN: HOMESTEAD	0.241	COG REALTY LLC		$ 21,000
R000026066	508 N PECOS ST	BLK: 038, S.75 OF NW/4, ADDN: HOMESTEAD	0.241	COG REALTY LLC		$ 29,530
R000026030	605 N PECOS ST	BLK: 032, N.100 OF SE/4, ADDN: HOMESTEAD	0.321	COG REALTY LLC		$ 30,960
R000026070	500 W TENNESSEE AV	BLK: 038, S.100 OF SW/4, ADDN: HOMESTEAD	0.321	COG REALTY LLC		$ 39,380
R000057849	0 SAN ANGELO ST	BLK: 033, LOT: S 150 FT OF W/2, ADDN: HOMESTEAD	0.482	COG REALTY LLC		$ 42,000
R000203803	606 N CARRIZO ST	BLK: 032, LT 001, ADDN: HOMESTEAD, SEC 4, & E 10' OF N CARRIZO ST	0.775	COG REALTY LLC		$ 42,190
R000026112	0 W PECOS ST	BLK: 047, LOT: 001 & N.50 OF 5, ADDN: HOMESTEAD	0.161	COG REALTY LLC		$ 45,730
R000026134	709 W TENNESSEE AV	BLK: 049, LOT: N/2 OF BLK 49 1/2, ADDN: HOMESTEAD,	0.367	COG REALTY LLC		$ 50,060
R000026113	506 W OHIO AV	BLK: 047, LOTS: 002 THRU 4 & S.10, ADDN: HOMESTEAD, OF LOT 5	0.321	COG REALTY LLC		$ 75,780
R000026126	707 W TENNESSEE AV	BLK: 049, NW/4, ADDN: HOMESTEAD	0.482	COG REALTY LLC		$ 161,110
R000026115	408 N PECOS ST	BLK: 047, SEC: N25 OF S50 OF NW/4, ADDN: HOMESTEAD	0.08	COG REALTY LLC		$ 226,030
R000026065	510 N PECOS ST	BLK: 038, N/2 OF NW/4, ADDN: HOMESTEAD	0.241	COG REALTY LLC		$ 339,820
R000035383	100 S MAIN ST	BLK: 066, LOTS: 001 THRU 3, ADDN: ORIGINAL TOWN	0.241	COG REALTY LLC		$ 1,624,865
R000214253	505 N PECOS ST	BLK:037, LOT 001, ADDN: HOMESTEAD SEC: 11	1.551	COG REALTY LLC		$ 4,310,600
R000035384	102 S MAIN ST	BLK: 066, LOT: 025, ADDN: ORIGINAL TOWN, SEC 15	0.723	COG REALTY LLC		$ 9,330,110
R000218745	0 CARRIZO ST	BLK: 036, LOT: 001, ADDN: HOMESTEAD, SEC: 016	3.287	COG REALTY LLC		$ 26,003,286
R000032446	1101 E FRONT ST	BLK: 014, LOT: 04A, ADDN: MOODY SEC 5	0.555	COMMUNITY CHILDRENS MINISTRY INC	E	$ -
R000026045	717 W LOUISIANA AV	BLK: 034, LOTS: 001 THRU 4, ADDN: HOMESTEAD	0.703	COMMUNITY NATIONAL BANK		$ 721,676
R000214855	811 N MAIN ST	BLK: 002, LOT: 009, ADDN: RICHARDSON ABILENE	0.158	CONCEPCION JOSUE M		$ 222,710
R000203136	511 N FORT WORTH ST	BLK: 002, LOT: 001, ADDN: OLD PUEBLO PARK, SEC 2	0.161	CORDERO BRENDA ELAINE		$ 185,000
R000034960	500 N MINEOLA ST	BLK: 002, LOT: 01A ADDN: ORIGINAL TOWN, SEC 16	0.383	CORNETT RICHARD		$ 345,570
R000035312	0 N COLORADO ST	BLK: 056, LOTS: 005 THRU 7, ADDN: ORIGINAL TOWN	0.112	COWDEN MELANIE HOPE		$ 52,290
R000035300	113 E WALL ST	BLK: 053, LOTS: 009 S 17 OF W 75, ADDN: ORIGINAL TOWN, & W 75 OF 10;11 & 12	0.158	COWDEN WRIGHT JR ESTATE		$ 209,010
R000035301	100 N MAIN ST	BLK: 053, LOT: 13A, ADDN: ORIGINAL TOWN, SEC 7	1.01	CRP SCP WALL ST LOFTS OWNER LP		$ 18,747,580
R000025854	706 N BIG SPRING ST	BLK: 011, N.60 OF SW/4 &, ADDN: HOMESTEAD, S.50 OF NW/4	0.354	DAIRY QUEEN #420		$ 158,000
R000051897	801 W MISSOURI AV	BLK: 032, LOT: 001, ADDN: WEST END	0.241	DEHLINGER MARK T		$ 88,410
R000025932	605 N MINEOLA ST	BLK: 021, N.50 OF SE/4, ADDN: HOMESTEAD	0.161	DELAO ALEJANDRO G		$ 262,150
R000041037	807 N MAIN ST	BLK: 002, LOT: 011, ADDN: RICHARDSON ABILENE	0.158	DELCO INVESTMENTS LP		$ 150,810
R000035069	801 E FRONT ST	BLK: 017, ALL LESS 1351 SQ, ADDN: ORIGINAL TOWN	0.179	DIAZ DAVID		$ 31,230
R000017753	800 N MARIENFELD ST	BLK: 018, LOT: 001, ADDN: ELMWOOD SEC 2	0.638	DISCOVERY PLAZA JOINT		$ 992,115
R000034987	505 N FORT WORTH ST	BLK: 006, N.50 OF SE/4, ADDN: ORIGINAL TOWN	0.161	DOMINGUEZ MANUEL A		$ 226,380
R000026075	510 N BIG SPRING ST	BLK: 040, N.75 OF W/2, ADDN: HOMESTEAD	0.241	DOMINION RESERVES LLC		$ 223,600
R000203976	502 N DALLAS ST	BLK: 003, LOT: 007, ADDN: OLD PUEBLO PARK SEC 3	0.106	DUARTE MARIA		$ 147,040
R000026074	500 N MARIENFELD ST	BLK: 039, S.150 OF SW/4, ADDN: HOMESTEAD	0.482	DURHAM LYNN D JR &		$ 373,700
R000026071	505 N BIG SPRING ST	BLK: 039, E/2, ADDN: HOMESTEAD	0.964	DURHAM LYNN D JR &		$ 10,031,715
R000026085	500 N BIG SPRING ST	BLK: 040, S 100 OF SW/4, ADDN: HOMESTEAD	0.321	ELLIS PROPERTIES		$ 131,170
R000109945	705 N WEATHERFORD ST	BLK: 015, LOT: 004, ADDN: HOMESTEAD SEC 3	0.172	ELY GLORIA A		$ 163,690
R000035156	219 N BIG SPRING ST	BLK: 034, LOTS: 001 THRU 3, ADDN: ORIGINAL TOWN	0.482	ENDEAVOR ENERGY RESOURCES LP		$ 176,660
R000035159	414 W TEXAS AV	BLK: 034, LOTS: 7-9(W100) &, ADDN: ORIGINAL TOWN, LOTS 10-12	0.964	ENDEAVOR ENERGY RESOURCES LP		$ 3,367,660

Property ID	Street Address	Legal Description	Acres	Owner Name	Exemption	Taxable Value
R000035331	110 N MARIENFELD ST	BLK: 057, LOTS: 010 THRU 12, ADDN: ORIGINAL TOWN	0.482	ENDEAVOR ENERGY RESOURCES LP		$ 11,978,465
R000035164		BLK: 035, LOTS: 003 & 4 PT, ADDN: ORIGINAL TOWN, (REAR 17 X 20)	0.008	ENERGAS		$ 1,980
R000035527	125 W MISSOURI AV	BLK: 085, LOTS: 001 THRU 20, ADDN: ORIGINAL TOWN	1.497	ENERTIA TECH CENTER LLC		$ 23,854,184
R000041050	106 W KANSAS AV	BLK: 002, LOT: 024, ADDN: RICHARDSON ABILENE	0.161	ESCAJEDA JACINTO		$ 57,600
R000035022	406 N WEATHERFORD ST	BLK: 011, LOTS: 3(N/3) & 4(S2/3), ADDN: ORIGINAL TOWN	0.482	ESCN INC		$ 42,000
R000035023	410 N WEATHERFORD ST	BLK: 011, LOT: 004 N.50, ADDN: ORIGINAL TOWN	0.161	ESCN INC		$ 76,970
R000109942	711 N WEATHERFORD ST	BLK: 015, LOT: 001, ADDN: HOMESTEAD SEC 3	0.172	ESPINOZA ALBERT VILLA II		$ 166,460
R000041045	914 N LORAINE ST	BLK: 002, LOT: 019, ADDN: RICHARDSON ABILENE	0.158	ESPINOZA ESAU		$ 39,000
R000041046	916 N LORAINE ST	BLK: 002, LOT: 020, ADDN: RICHARDSON ABILENE	0.158	ESPINOZA ESAU		$ 86,960
R000217317	0 N CARRIZO ST	E/2 OF BLK: 033, ADDN: HOMESTEAD, SEC : 15	0.965	FIELDS DAVID B		$ 84,030
R000035547	701 W INDIANA AV	BLK: 091, LOTS: 004 THRU 6, ADDN: ORIGINAL TOWN	0.482	FIRST H AND H HOLDINGS LLC		$ 516,020
R000026105	403 N COLORADO ST	BLK: 045, M.50 OF SE/4, ADDN: HOMESTEAD	0.161	FIRST NATIONAL BANK OF STANTON		$ 14,000
R000218596	400 N BIG SPRING ST	BLK: 045, LT: 09A ADDN: HOMESTEAD SEC 14	0.482	FIRST NATL BANK OF STANTON		$ 2,184,703
R000035152	208 N A ST	BLK: 031, LOT: 008, ADDN: ORIGINAL TOWN	0.075	FIRST PRESBYTERIAN	E	$ -
R000035151	201 N A ST	BLK: 031, LOT: 007, ADDN: ORIGINAL TOWN	0.115	FIRST PRESBYTERIAN	E	$ -
R000035153	212 N A ST	BLK: 031, LOTS: 009 THRU 11, ADDN: ORIGINAL TOWN	0.31	FIRST PRESBYTERIAN	E	$ -
R000035150	201 N CARRIZO ST	BLK: 031, LOTS: 003 THRU 6, ADDN: ORIGINAL TOWN	0.643	FIRST PRESBYTERIAN	E	$ -
R000051893	906 W INDIANA AV	BLK: 031, LOTS: 009 & 010, ADDN: WEST END	0.321	FIRST PRESBYTERIAN CHURCH	E	$ -
R000035010	201 E OHIO AV	BLK: 010, LOT: E(47X65) OF S1/3, ADDN: ORIGINAL TOWN	0.07	FIRST UNITED METHODIST CHURCH	E	$ -
R000035011	404 N BAIRD ST	BLK: 010, LOT: 003 N/3, ADDN: ORIGINAL TOWN	0.161	FIRST UNITED METHODIST CHURCH	E	$ -
R000035007	409 N WEATHERFORD ST	BLK: 010, S/3 OF NE/4, ADDN: ORIGINAL TOWN	0.161	FIRST UNITED METHODIST CHURCH	E	$ -
R000035009	205 E OHIO AV	BLK: 010, LOT: 3 LESS E 47 X 65, ADDN: ORIGINAL TOWN	0.247	FIRST UNITED METHODIST CHURCH	E	$ -
R000035006	411 N WEATHERFORD ST	BLK: 010, N.100 OF NE/4, ADDN: ORIGINAL TOWN	0.321	FIRST UNITED METHODIST CHURCH	E	$ -
R000035114	301 N MAIN ST	BLK: 025, LOTS: 001 THRU 3, ADDN: ORIGINAL TOWN	0.482	FIRST UNITED METHODIST CHURCH	E	$ -
R000034997	405 N MAIN ST	BLK: 008, S/3 OF E/2, ADDN: ORIGINAL TOWN	0.321	FIRST UNITED METHODIST CHURCH	E	$ -
R000034995	411 N MAIN ST	BLK: 008, N/3 OF E/2, ADDN: ORIGINAL TOWN	0.321	FIRST UNITED METHODIST CHURCH	E	$ -
R000035002	401 N BAIRD ST	BLK: 009, E/2 LESS 48 X 80 IN N/PT, ADDN: ORIGINAL TOWN	0.876	FIRST UNITED METHODIST CHURCH	E	$ -
R000034996	407 N MAIN ST	BLK: 008, M/3 OF E/2, ADDN: ORIGINAL TOWN	0.321	FIRST UNITED METHODIST CHURCH	E	$ -
R000035001	413 N BAIRD ST	BLK: 009, 48 X 80 IN N/PT OF E/2, ADDN: ORIGINAL TOWN	0.088	FIRST UNITED METHODIST CHURCH	E	$ -
R000035113	300 N MAIN ST	BLK: 024, LOTS: 001 THRU 12, ADDN: ORIGINAL TOWN	2.066	FIRST UNITED METHODIST CHURCH	E	$ -
R000035557	311 S PECOS ST	BLK: 092, LOT: 007, ADDN: ORIGINAL TOWN	0.161	FIRST UNITED METHODIST CHURCH		$ 131,930
R000025859	705 N LORAINE ST	BLK: 012, LOT: 004, ADDN: HOMESTEAD, SEC 9	0.321	FIVE SEVEN PROPERTIES LLC		$ 587,550
R000203971	512 N DALLAS ST	BLK: 003, LOT: 002, ADDN: OLD PUEBLO PARK SEC 3	0.103	FLORES OLIVIA F		$ 144,580
R000025925	606 N TERRELL ST	BLK: 021, M 100 OF W/2, ADDN: HOMESTEAD	0.321	FLORES ROSARIO G EST		$ 163,650
R000035277	125 N FORT WORTH ST	BLK: 051, LOTS: 001 THRU 5, ADDN: ORIGINAL TOWN	0.402	FOSTER BRUCE EVAN		$ 343,040
R000035092	303 N DALLAS ST	BLK: 021, LOT: 005, ADDN: ORIGINAL TOWN	0.161	FOUNDATION FOR M H M R	E	$ -
R000035091	305 N DALLAS ST	BLK: 021, LOT: 004, ADDN: ORIGINAL TOWN	0.161	FOUNDATION FOR M H M R	E	$ -
R000035090	307 N DALLAS ST	BLK: 021, LOT: 003, ADDN: ORIGINAL TOWN	0.161	FOUNDATION FOR M H M R	E	$ -
R000035094	401 E ILLINOIS AV	BLK: 021, LOTS: 007 THRU 12, ADDN: ORIGINAL TOWN	0.964	FOUNDATION FOR M H M R	E	$ -
R000035089	309 N DALLAS ST	BLK: 021, LOTS: 001 & 2, ADDN: ORIGINAL TOWN	0.321	FOUNDATION FOR MENTAL HEALTH	E	$ -
R000035005	410 N MAIN ST	BLK: 009, N.100 OF W/2, ADDN: ORIGINAL TOWN	0.321	FOUR TEN N MAIN INC		$ 243,940
R000035344	0 W WALL ST	BLK: 059, LOT: 009, ADDN: ORIGINAL TOWN	0.161	FRANKLIN MOUNTAIN PERMIAN I LLC		$ 33,690
R000035347	701 W TEXAS AV	BLK: 060, LOTS: 001 THRU 4, ADDN: ORIGINAL TOWN	0.689	FRANKLIN MOUNTAIN PERMIAN I LLC		$ 40,030
R000035341	103 N PECOS ST	BLK: 059, LOT: 004, ADDN: ORIGINAL TOWN	0.161	FRANKLIN MOUNTAIN PERMIAN I LLC		$ 51,890
R000035340	109 N PECOS ST	BLK: 059, LOT: 003, ADDN: ORIGINAL TOWN	0.161	FRANKLIN MOUNTAIN PERMIAN I LLC		$ 51,890
R000035340	109 N PECOS ST	BLK: 059, LOT: 003, ADDN: ORIGINAL TOWN	0.161	FRANKLIN MOUNTAIN PERMIAN I LLC		$ 51,890
R000035343	626 W WALL ST	BLK: 059, LOTS: 007 & 8, ADDN: ORIGINAL TOWN	0.321	FRANKLIN MOUNTAIN PERMIAN I LLC		$ 67,380
R000035342	0 N PECOS ST	BLK: 059, LOTS: 005 & 6, ADDN: ORIGINAL TOWN	0.321	FRANKLIN MOUNTAIN PERMIAN I LLC		$ 103,780
R000035558	301 S PECOS ST	BLK: 092, LOTS: 008 THRU 12, ADDN: ORIGINAL TOWN	0.803	FRANKLIN MOUNTAIN PERMIAN I LLC		$ 145,880
R000035335	508 W WALL ST	BLK: 058, LOTS: 007 THRU 9, ADDN: ORIGINAL TOWN	0.482	FRANKLIN MOUNTAIN PERMIAN I LLC		$ 32,887,265

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R000035379	115 S COLORADO ST	BLK: 065, LOTS: 013 THRU 18, ADDN: ORIGINAL TOWN	0.482	FRANKLIN MOUNTAIN PERMIAN II LP		$ 5,634,060
R000035374	303 W WALL ST	BLK: 064, ALL, ADDN: ORIGINAL TOWN	2.066	FRANKLIN MOUNTAIN PERMIAN II LP		$ 49,693,378
R000035316	110 N BIG SPRING ST	BLK: 056, LOT: 014 W.25 OF N.35, ADDN: ORIGINAL TOWN, & N.35 OF LOT 15	0.06	FRANKLIN MOUNTAIN PERMIAN III LP		$ 13,130
R000035319	305 W TEXAS AV	BLK: 056, LOT: 018, ADDN: ORIGINAL TOWN	0.172	FRANKLIN MOUNTAIN PERMIAN III LP		$ 63,090
R000035317	114 N BIG SPRING ST	BLK: 056, LOTS: 016 & 17, ADDN: ORIGINAL TOWN	0.344	FRANKLIN MOUNTAIN PERMIAN III LP		$ 123,750
R000035315	310 W WALL ST	BLK: 056, LOT 014 S.115 OF W/2 &, ADDN: ORIGINAL TOWN, LT 15	0.198	FRANKLIN MOUNTAIN PERMIAN III LP		$ 18,493,492
R000035311	115 N COLORADO ST	BLK: 056, LOTS: 003 & 4, ADDN: ORIGINAL TOWN	0.149	FRANKLIN MOUNTAIN PERMIAN IV LP		$ 32,500
R000035310	115 N COLORADO ST	BLK: 056, LOTS: 001 & 2, ADDN: ORIGINAL TOWN	0.149	FRANKLIN MOUNTAIN PERMIAN IV LP		$ 32,500
R000035313	300 W WALL ST	BLK: 056, LOTS: 008 THRU 12, ADDN: ORIGINAL TOWN	0.373	FRANKLIN MOUNTAIN PERMIAN IV LP		$ 81,250
R000035314	306 W WALL ST	BLK: 056, LOTS: 13 & 14(E/2), ADDN: ORIGINAL TOWN, ONE WALL PLAZA	0.258	FRANKLIN MOUNTAIN PERMIAN IV LP		$ 20,450,168
R000025862	110 W LOUISIANA AV	BLK: 013, ALL, ADDN: HOMESTEAD	2.066	FRANKLIN MOUNTAIN PERMIAN V LP		$ 10,685,578
R000203975	504 N DALLAS ST	BLK: 003, LOT: 006, ADDN: OLD PUEBLO PARK SEC 3	0.103	FUENTES MEGAN		$ 138,660
R000035183	217 N MAIN ST	BLK: 037, LOT: 002 S/2, ADDN: ORIGINAL TOWN	0.08	FULCRUM PROPERTIES LLC		$ 181,340
R000035004	406 N MAIN ST	BLK: 009, LOTS: 3(N50) & 4(S50), ADDN: ORIGINAL TOWN	0.321	G T PARTNERS		$ 1,118,457
R000034976	509 N TERRELL ST	BLK: 004, LOT: 001 M.50, ADDN: ORIGINAL TOWN	0.161	GALLARDO MARCUS		$ 213,040
R000032399	400 N LAMESA RD	BLK: 006, LOT: 007, ADDN: MOODY	0.161	GALVAN JUANITA RUBIO		$ 48,070
R000214345	808 N WEATHERFORD ST	BLK:007, LOT: 002, ADDN: HOMESTEAD, SEC 12	0.161	GAMINO STEPHANIE		$ 245,110
R000058244	500 N FORT WORTH ST	BLK: 001, LOT: 007, ADDN: OLD PUEBLO PARK	0.112	GARCIA ADRIAN		$ 182,640
R000035021	301 E OHIO AV	BLK: 011, LOT: 003 W.70 OF S.100, ADDN: ORIGINAL TOWN	0.161	GARCIA CEZAR G		$ 180,280
R000035213	306 E ILLINOIS AV	BLK: 040, LOT: 012 E 55, ADDN: ORIGINAL TOWN	0.063	GARCIA ELEACER		$ 37,980
R000035045	411 N MINEOLA ST	BLK: 014, LOT: 001 N.50, ADDN: ORIGINAL TOWN	0.072	GARCIA LUPE V		$ 32,990
R000203802	802 N BAIRD ST	BLK: 008, LOT: 002, ADDN: HOMESTEAD, SEC 4	0.182	GARCIA MARTIN SR		$ 29,730
R000025940	600 N DALLAS ST	BLK: 022, LOT: 007, ADDN: HOMESTEAD	0.161	GARCIA TERESA		$ 14,000
R000035225	0 N DALLAS ST	BLK: 042, LOT: 010, ADDN: ORIGINAL TOWN	0.161	GARZA EDWARD T		$ 14,000
R000035220	203 N TERRELL ST	BLK: 042, LOT: 003, ADDN: ORIGINAL TOWN	0.161	GARZA EDWARD T		$ 15,030
R000035226	500 E ILLINOIS AV	BLK: 042, LOT: 011, ADDN: ORIGINAL TOWN	0.161	GARZA EDWARD T		$ 70,260
R000035221	507 E FRONT ST	BLK: 042, LOTS: 004 & 5, ADDN: ORIGINAL TOWN	0.305	GARZA EDWARD T		$ 149,670
R000035219	205 N TERRELL ST	BLK: 042, LOT: 002, ADDN: ORIGINAL TOWN	0.161	GEORGE VELOZ MNGT LP		$ 14,000
R000034999	406 N LORAINE ST	BLK: 008, S.50 OF NW/4, ADDN: ORIGINAL TOWN	0.161	GGB LEASING LP		$ 19,690
R000035000	410 N LORAINE ST	BLK: 008, N.100 OF W/2, ADDN: ORIGINAL TOWN	0.321	GGB LEASING LP		$ 206,130
R000034998	106 W OHIO AV	BLK: 008, SW/4, ADDN: ORIGINAL TOWN	0.482	GGB LEASING LP		$ 212,830
R000058264	900 W WALL ST	BLK: 013, LOT: 014, ADDN: WEST END SEC 9	0.515	GLASS-JOHNSON HOSPICE HOUSE INC	E	$ -
R000026087	501 N LORAINE ST	BLK: 041, S.100 OF E/2, ADDN: HOMESTEAD	0.321	GOD'S RAINBOW PROMISES FELLOWSHIP	E	$ -
R000041031	921 N MAIN ST	BLK: 002, LOT: 002, ADDN: RICHARDSON ABILENE	0.158	GOLLIHAR JOHN B		$ 65,390
R000025814	0 N WEATHERFORD ST	BLK: 008, E/2 OF SE/4, ADDN: HOMESTEAD	0.241	GOMEZ ELIAS		$ 35,310
R000203801	800 N BAIRD ST	BLK: 008, LOT: 001 W/2, ADDN: HOMESTEAD SEC 4	0.108	GOMEZ ELIAS		$ 196,240
R000035055	403 N MARSHALL ST	BLK: 015, M.50 SE/4, ADDN: ORIGINAL TOWN, (AKA LOT 2B)	0.161	GONZALES DANIEL C		$ 14,000
R000035059	400 N MINEOLA ST	BLK: 015, S.50 SW/4, ADDN: ORIGINAL TOWN, (AKA S.50 OF LOT 3)	0.161	GONZALES DANIEL C		$ 15,220
R000058246	504 N FORT WORTH ST	BLK: 001, LOT: 009, ADDN: OLD PUEBLO PARK	0.115	GONZALES GEORGE M		$ 183,600
R000035079	308 N TERRELL ST	BLK: 019, LOT: 011, ADDN: ORIGINAL TOWN	0.161	GONZALES SAVINO EST		$ 78,770
R000025929	609 N MINEOLA ST	BLK: 021, M.50 OF NE/4, ADDN: HOMESTEAD	0.161	GONZALEZ LYDIA HUITRON		$ 148,430
R000211388	201 E KANSAS AV	BLK: 008, LOT: 001 E/2 , ADDN: HOMESTEAD SEC 4	0.108	GONZALEZ ROBERTO & NORMA		$ 96,390
R000025933	600 N TERRELL ST	BLK: 021, S.50 OF SW/4, ADDN: HOMESTEAD	0.161	GOOL GARY		$ 76,060
R000035100	305 N FORT WORTH ST	BLK: 022, LOT: 004, ADDN: ORIGINAL TOWN	0.161	GOOL GARY		$ 188,570
R000025993	607 N MARIENFELD ST	BLK: 031, S.50 OF NE/4, ADDN: HOMESTEAD	0.161	GRAHAM BUILDING LLC THE		$ 14,000
R000025996	0 N MARIENFELD ST	BLK: 031, N.50 OF SE/4, ADDN: HOMESTEAD	0.161	GRAHAM BUILDING LLC THE		$ 36,750
R000025994	604 N PECOS ST	BLK: 031, S.5 OF W.70 OF, ADDN: HOMESTEAD, NW/4 & N.50 OF SW/4	0.169	GRAHAM BUILDING LLC THE		$ 52,900
R000025995	511 W LOUISIANA AV	BLK: 031, W.70 OF NW/4 LESS S.5, ADDN: HOMESTEAD	0.233	GRAHAM BUILDING LLC THE		$ 53,290
R000025998	602 N PECOS ST	BLK: 031, N.56 OF S.100 OF SW/4, ADDN: HOMESTEAD	0.18	GRAHAM BUILDING LLC THE		$ 53,880
R000025999	600 N PECOS ST	BLK: 031, S.44 OF SW/4, ADDN: HOMESTEAD	0.141	GRAHAM BUILDING LLC THE		$ 54,500

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R000025992	601 N MARIENFELD ST	BLK: 031, S.100 OF SE/4, ADDN: HOMESTEAD	0.321	GRAHAM BUILDING LLC THE		$ 3,723,110
R000014588	700 W LOUISIANA AV	BLK: 001, LOTS: 021 THRU 26, ADDN: COUNTRY CLUB, HEIGHTS	1.207	GREAT WESTERN DRLG		$ 2,127,200
R000025858	710 N COLORADO ST	BLK: 012, N.100 OF NW/4, ADDN: HOMESTEAD	0.321	GRIMES AMY ET AL		$ 184,040
R000052043	707 W INDIANA AV	BLK: 050, LOT: 001, ADDN: WEST END	0.161	GROVER DAVID B		$ 84,670
R000035555	0 S MARIENFELD ST	BLK: 092, LOT: 005, ADDN: ORIGINAL TOWN	0.161	GTP ACQUISITION PARTNERS II LLC		$ 19,690
R000035556	504 W KENTUCKY AV	BLK: 092, LOT: 006, ADDN: ORIGINAL TOWN	0.161	GTP ACQUISITION PARTNERS II LLC		$ 36,750
R000035057	406 N MINEOLA ST	BLK: 015,N.50 SW/4, ADDN: ORIGINAL TOWN, (AKA W/2 OF N.50 OF, 3 & E/2 OF N.50 OF 3)	0.16	GUAJARDO MARGARITA L		$ 13,940
R000035058	404 N MINEOLA ST	BLK: 015, SW/4(N50 OF S100), ADDN: ORIGINAL TOWN, (AKA N50 S100 OF 3)	0.161	GUAJARDO MARGARITA L		$ 14,000
R000035062	408 N MINEOLA ST	BLK: 015, S.50 NW/4, ADDN: ORIGINAL TOWN, (AKA S.50 OF LOT 4)	0.161	GUAJARDO MARGARITA L		$ 83,890
R000035074	307 N MINEOLA ST	BLK: 019, LOTS: 003 & 4 E/2, ADDN: ORIGINAL TOWN	0.161	GUERRERO VALERIO		$ 19,010
R000035280	321 E WALL ST	BLK: 051, LOTS: 010 THRU 12 E.100, ADDN: ORIGINAL TOWN, LESS RIGHT OF WAY	0.172	GUZMAN AGAPITO		$ 37,830
R000026096	0 N MAIN ST	BLK: 043, N.50 OF SW/4 &, ADDN: HOMESTEAD, S.20 OF NW/4	0.225	HARTMAN DOYLE		$ 42,260
R000026095	500 N MAIN ST	BLK: 043, S.100 OF SW/4, ADDN: HOMESTEAD	0.321	HARTMAN DOYLE		$ 383,490
R000041043	910 N LORAINE ST	BLK: 002, LOT: 017, ADDN: RICHARDSON ABILENE	0.158	HASTINGS TIMOTHY B		$ 13,800
R000041044	912 N LORAINE ST	BLK: 002, LOT: 018, ADDN: RICHARDSON ABILENE	0.158	HASTINGS TIMOTHY B		$ 13,800
R000041042	814 N LORAINE ST	BLK: 002, LOT: 016, ADDN: RICHARDSON ABILENE	0.158	HASTINGS TIMOTHY B		$ 66,950
R000035085	523 E ILLINOIS AV	BLK: 020, LOTS: (005 & 6) E.90, ADDN: ORIGINAL TOWN	0.207	HATFIELD DEREK W		$ 87,780
R000035086	509 E ILLINOIS AV	BLK: 020, LOTS: (005 & 6) W.50, ADDN: ORIGINAL TOWN	0.115	HATFIELD DEREK W		$ 103,270
R000035223	204 N DALLAS ST	BLK: 042, LOT: 008, ADDN: ORIGINAL TOWN	0.161	HBCO CORPORATION		$ 14,000
R000035224	206 N DALLAS ST	BLK: 042, LOT: 009, ADDN: ORIGINAL TOWN	0.161	HBCO CORPORATION		$ 14,000
R000052049	810 W KENTUCKY AV	BLK: 050, LOT: 6(69X126 SW COR), ADDN: WEST END	0.352	HENDERSON VERA P		$ 159,320
R000035076	607 E ILLINOIS AV	BLK: 019, LOTS: 003 THRU 6 W/2, ADDN: ORIGINAL TOWN	0.321	HERB ERNEST		$ 56,000
R000035075	617 E ILLINOIS AV	BLK: 019, LOTS: 005 & 6 E/2, ADDN: ORIGINAL TOWN	0.161	HERB ERNEST		$ 177,910
R000025942	606 N DALLAS ST	BLK: 022, LOT: 009, ADDN: HOMESTEAD	0.161	HEREDIA MARIA		$ 14,000
R000025825	802 N MAIN ST	BLK: 009, LOT: 008, ADDN: HOMESTEAD	0.161	HERNANDEZ AMABELIA		$ 157,320
R000025805	803 N FORT WORTH ST	BLK: 007, S.75 OF N.250 OF E/2, ADDN: HOMESTEAD	0.241	HERNANDEZ CRUZ		$ 125,810
R000025938	603 N TERRELL ST	BLK: 022, LOT: 005, ADDN: HOMESTEAD	0.161	HERNANDEZ EFRAIN		$ 141,010
R000035043	408 N DALLAS ST	BLK: 013, M.50 OF NW/4, ADDN: ORIGINAL TOWN	0.161	HERNANDEZ JERARDO		$ 14,000
R000203972	510 N DALLAS ST	BLK: 003, LOT: 003, ADDN: OLD PUEBLO PARK SEC 3	0.103	HERNANDEZ JOAQUINA		$ 142,090
R000025934	611 N TERRELL ST	BLK: 022, LOT: 001, ADDN: HOMESTEAD	0.161	HERNANDEZ JOHNNY		$ 14,000
R000205485	608 N FORT WORTH ST	BLK: 023, S 50' OF N 100' OF NW/4, ADDN: HOMESTEAD	0.161	HERNANDEZ JUAN AND LUZ		$ 185,590
R000041034	911 N MAIN ST	BLK: 002, LOT: 006, ADDN: RICHARDSON ABILENE	0.158	HERRERA FRANCISCO		$ 191,240
R000051889	903 W MISSOURI AV	BLK: 031, LOT: 003, ADDN: WEST END	0.161	HERRMANN KEVIN AND AMANDA		$ 33,690
R000051888	901 W MISSOURI AV	BLK: 031, LOTS: 001 & 2, ADDN: WEST END	0.321	HERRMANN KEVIN AND AMANDA		$ 116,250
R000216162	201 S C ST	BLK: 031, LOT: 013 , ADDN: WEST END, SEC: 22	0.479	HERRMANN KEVIN AND AMANDA		$ 926,010
R000035040	402 N DALLAS ST	BLK: 013, LOT: 003 S.55 OF N.100, ADDN: ORIGINAL TOWN	0.177	HIGGINS JAMEE L		$ 217,610
R000026076	507 N COLORADO ST	BLK: 040, S.50 OF NE/4, ADDN: HOMESTEAD	0.161	HOMESTEAD MANAGEMENT TR		$ 14,000
R000026077	511 N COLORADO ST	BLK: 040, N.50 OF NE/4, ADDN: HOMESTEAD	0.161	HOMESTEAD MANAGEMENT TR		$ 16,720
R000026082	505 N COLORADO ST	BLK: 040, N.50 OF SE/4, ADDN: HOMESTEAD	0.161	HOMESTEAD MANAGEMENT TR		$ 44,710
R000026078	509 N COLORADO ST	BLK: 040, S.50 OF N.100 OF NE/4, ADDN: HOMESTEAD	0.161	HOMESTEAD MANAGEMENT TR		$ 64,380
R000025945	600 N FORT WORTH ST	BLK: 023, S.50 OF W/2, ADDN: HOMESTEAD	0.161	HUBBARD BOLES		$ 14,000
R000025953	602 N FORT WORTH ST	BLK: 023, N.50 OF S.100 OF W/2, ADDN: HOMESTEAD	0.161	HUBBARD BOLES		$ 14,000
R000035101	0 N FORT WORTH ST	BLK: 022, LOT: 005, ADDN: ORIGINAL TOWN	0.161	HUGHES DAVID C		$ 19,690
R000035103	311 E ILLINOIS AV	BLK: 022, LOT: 006, ADDN: ORIGINAL TOWN	0.161	HUGHES DAVID C		$ 136,040
R000026122	600 W OHIO AV	BLK: 048, ALL, ADDN: HOMESTEAD	2.066	HUGHES DEVELOPMENT LLC		$ 1,176,110
R000035325	401 W TEXAS AV	BLK: 057, LOTS: 1; 2(E90) & 3, ADDN: ORIGINAL TOWN	0.367	INDUSPAD MIDLAND CHARMS LLC		$ 600,000
R000025954	308 E LOUISIANA AV	BLK: 024, E/2 ALL (AKA 1 THRU 6), ADDN: HOMESTEAD	0.964	JACKSON LEILA GHAI		$ 113,830
R000209690	701 N LORAINE ST	BLK: 012, LOT: 003, ADDN: HOMESTEAD, SEC 9	0.347	JAMESON FAMILY PARTNERSHIP LP		$ 30,250
R000035041	404 N DALLAS ST	BLK: 013, N.45 OF SW/4, ADDN: ORIGINAL TOWN	0.145	JARAMILLO JENNIFER		$ 205,620
R000026073	506 N MARIENFELD ST	BLK: 039, S/2 OF NW/4, ADDN: HOMESTEAD	0.241	JKL 20 LP		$ 24,750

Property ID	Street Address	Legal Description	Acres	Owner Name	Exemption	Taxable Value
R000035327	113 N BIG SPRING ST	BLK: 057, LOT: 004 S/2, ADDN: ORIGINAL TOWN	0.08	JLC LLC		$ 20,340
R000035326	111 N BIG SPRING ST	BLK: 057, LOT: 004 N/2, ADDN: ORIGINAL TOWN	0.08	JLC LLC		$ 116,890
R000035328	400 W WALL ST	BLK: 057, LOTS: 005 & 6, ADDN: ORIGINAL TOWN	0.321	JLC LLC		$ 1,269,530
R000025991	501 W LOUISIANA AV	BLK:031, N.100 OF NE/4, ADDN: HOMESTEAD	0.321	JOB RESIDENCES LLC		$ 570,990
R000109947	701 N WEATHERFORD ST	BLK: 015, LOT: 006, ADDN: HOMESTEAD SEC 3	0.172	JOHNSON LAVONDA E		$ 163,470
R000035033	410 N FORT WORTH ST	BLK: 012, N.50 OF NW/4, ADDN: ORIGINAL TOWN	0.161	JOHNSON ROSEMARY E		$ 85,530
R000025958	0 N BAIRD ST	BLK: 025, N/99.48 OF W/2, ADDN: HOMESTEAD	0.32	JONES JERRY		$ 27,850
R000025965	0 N WEATHERFORD ST	BLK: 025, M.50 OF SE/4, ADDN: HOMESTEAD	0.161	JONES JERRY L		$ 19,690
R000025964	0 N WEATHERFORD ST	BLK: 025, N.50 OF SE/4, ADDN: HOMESTEAD	0.161	JONES JERRY L		$ 19,690
R000025962	607 N WEATHERFORD ST	BLK: 025, S.53 OF NE/4, ADDN: HOMESTEAD	0.17	JONES JERRY L		$ 20,870
R000035139	500 W ILLINOIS AV	BLK: 029, E/2, ADDN: ORIGINAL TOWN	0.964	KAUFMAN KITTRIDGE LP ET AL		$ 28,605,080
R000052048	0 W INDIANA AV	BLK: 050, LOT: 005, ADDN: WEST END	0.193	KEA BUILDERS LLC		$ 33,600
R000052047	713 W INDIANA AV	BLK: 050, LOT: 004, ADDN: WEST END	0.138	KEA BUILDERS LLC		$ 596,020
R000051788	806 W MISSOURI AV	BLK: 015, LOT: 009, ADDN: WEST END	0.161	KIMBROUGH ENGINEERING COMPANY LLC		$ 50,750
R000051789	800 W MISSOURI AV	BLK: 015, LOTS: 010 THRU 12 S.75, ADDN: WEST END	0.258	KIMBROUGH ENGINEERING COMPANY LLC		$ 157,590
R000035367	401 W WALL ST	BLK: 063, LOTS: 001 THRU 3 & 11 &, ADDN: ORIGINAL TOWN, 12 E.35	0.631	KINCO PARTNERS LTD		$ 4,487,380
R000025960	609 N WEATHERFORD ST	BLK: 025, N97 OF NE/4, ADDN: HOMESTEAD	0.312	KMISS LLC		$ 78,810
R000035019	401 N FORT WORTH ST	BLK: 011, LOT: 002 S.100, ADDN: ORIGINAL TOWN	0.321	KMISS LLC		$ 129,960
R000025879	706 N WEATHERFORD ST	BLK: 016, S. 50 OF NW/4 & ALL OF, ADDN: HOMESTEAD, SW/4	0.643	KMISS LLC		$ 228,890
R000035345	619 W TEXAS AV	BLK: 059, LOT: 010 E.86 OF S.40, ADDN: ORIGINAL TOWN, & W.54 OF 10 THRU 12	0.265	L & L AUSTEX LLC		$ 696,030
R000025931	0 N MINEOLA ST	BLK: 021, M.50 OF SE/4, ADDN: HOMESTEAD	0.161	LAABS DAVIS		$ 14,000
R000058248	508 N FORT WORTH ST	BLK: 001, LOT: 011, ADDN: OLD PUEBLO PARK	0.115	LANGSTON RACHEL MACKENZIE		$ 190,590
R000025956	604 N WEATHERFORD ST	BLK: 024, ALL OF SW/4, ADDN: HOMESTEAD	0.482	LARSON HOLDINGS LLC		$ 193,340
R000025868	0 N MAIN ST	BLK: 014, S.50 OF S.100 OF NW/4, ADDN: HOMESTEAD	0.161	LAURA CASTILLO GROUP LLC		$ 14,000
R000025866	710 N MAIN ST	BLK: 014, N.50 OF NW/4, ADDN: HOMESTEAD	0.161	LAURA CASTILLO GROUP LLC		$ 14,000
R000025867	708 N MAIN ST	BLK: 014, N.50 OF S.100 OF NW/4, ADDN: HOMESTEAD	0.161	LAURA CASTILLO GROUP LLC		$ 14,560
R000035035	407 N TERRELL ST	BLK: 013, S/2 OF NE/4, ADDN: ORIGINAL TOWN	0.241	LEWALLEN GARCIA PARTNERS HOLDINGS LLC		$ 55,060
R000035038	405 N TERRELL ST	BLK: 013, N.50 OF SE/4, ADDN: ORIGINAL TOWN	0.161	LEWALLEN GARCIA PARTNERS HOLDINGS LLC		$ 216,780
R000035034	508 E TENNESSEE AV	BLK: 013, N/2 OF NE/4, ADDN: ORIGINAL TOWN	0.241	LEWALLEN-GARCIA PARTNERS		$ 21,000
R000025928	607 N MINEOLA ST	BLK: 021, S.50 OF NE/4, ADDN: HOMESTEAD	0.161	LEWIS LOVIE		$ 24,520
R000035044	410 N DALLAS ST	BLK: 013, N.50 OF NW/4, ADDN: ORIGINAL TOWN	0.161	LLENZA CHARLOTTE A		$ 14,000
R000047940	412 N TERRELL ST	BLK: 001, LOT: 001, ADDN: TENNESSEE SEC 1	0.257	LONE STAR FLOORING SERVICES LLC		$ 208,140
R000025976	107 W LOUISIANA AV	BLK: 027, E.70 OF N.100 OF NW/4, ADDN: HOMESTEAD	0.161	LONG SARAH M		$ 167,800
R000025809	802 N WEATHERFORD ST	BLK: 007, SW/4, ADDN: HOMESTEAD	0.482	LOPEZ ISABELLE TERESA		$ 324,210
R000034978	505 N TERRELL ST	BLK: 004, LOT: 002 N.50, ADDN: ORIGINAL TOWN	0.161	LOPEZ JASMINE F		$ 68,990
R000034957	503 N LAMESA RD	BLK: 002, M.50 OF SE/4 LESS, ADDN: ORIGINAL TOWN, TRI ON E SIDE	0.142	LOPEZ JESSE RODRIGUEZ		$ 12,360
R000034956	0 N LAMESA RD	BLK: 002, W PT OF N.50 OF SE/4, ADDN: ORIGINAL TOWN	0.112	LOPEZ JESSE RODRIGUEZ		$ 13,590
R000034959	501 N MARSHALL ST	BLK 002, S.50 OF SE/4, ADDN: ORIGINAL TOWN	0.161	LOPEZ JESSE RODRIGUEZ		$ 21,160
R000035061	410 N MINEOLA ST	BLK: 015, N.100 NW/4, ADDN: ORIGINAL TOWN, (AKA N.100 OF LOT 4)	0.321	LOPEZ REYMUNDO		$ 32,460
R000035188	200 N LORAINE ST	BLK: 037, LOTS: 007 THRU 12, ADDN: ORIGINAL TOWN	0.964	LORAINE AT TEXAS		$ 26,408,990
R000052050	802 W KENTUCKY AV	BLK: 050, LOT: 007, ADDN: WEST END	0.153	LOUIS E INVESMENTS LLC		$ 48,190
R000052051	800 W KENTUCKY AV	BLK: 050, LOT: 008, ADDN: WEST END	0.158	LOUIS E INVESMENTS LLC		$ 49,990
R000052046	711 W INDIANA AV	BLK: 050, LOT: 003, ADDN: WEST END	0.149	LOUIS E INVESMENTS LLC		$ 221,170
R000032444	1109 E FRONT ST	BLK: 014, LOT: 001, 002 & 003 E/2, ADDN: MOODY	0.294	LOZANO OSBALDO		$ 174,260
R000035382	112 S LORAINE ST	BLK: 065, LOTS: 022 THRU 24, ADDN: ORIGINAL TOWN	0.241	LS BRENTWAY LLC		$ 834,620
R000041030	923 N MAIN ST	BLK: 002, LOT: 001, ADDN: RICHARDSON ABILENE	0.158	LUEVANOS JOSE LUIS		$ 78,700
R000224149	405 N FORT WORTH ST	BLK:011, LOT:005, ADDN: ORIGINAL TOWN	0.16	LUPITA HOMES CONSTRUCTION		$ 13,900
R000026079	502 N BIG SPRING ST	BLK: 040, N.50 OF SW/4 &, ADDN: HOMESTEAD, S.75 OF NW/4	0.402	LWM COMMERCIAL PROPERTIES LTD		$ 450,400
R000051901	206 N A ST	BLK: 032, LOT: 004, ADDN: WEST END	0.177	M I S D	E	$ -
R000051900	204 S A ST	BLK: 032, LOT: 003, ADDN: WEST END	0.177	M I S D	E	$ -

Property ID	Street Address	Legal Description	Acres	Owner Name	Exemption	Taxable Value
R000035544	0 S PECOS ST	BLK: 090, LOTS: 004 THRU 6, ADDN: ORIGINAL TOWN, MASHBURN BLDG PKLT	0.482	M I S D	E	$ -
R000035545	615 W MISSOURI AV	BLK: 090, LOTS: 007 THRU 12 & PT, ADDN: ORIGINAL TOWN, CARRIZO ST ADJ TO W/SIDE, SCH: ADMINSTRATION BLDG	1.18	M I S D	E	$ -
R000026104	401 N COLORADO ST	BLK: 045, S.50 OF SE/4, ADDN: HOMESTEAD	0.161	M&M PROPERTIES		$ 299,320
R000035039	400 N DALLAS ST	BLK: 013, LOT: 003 S.50, ADDN: ORIGINAL TOWN	0.161	MADRID MARIA GONZALES		$ 67,170
R000025813	811 N WEATHERFORD ST	BLK: 008, N.50 OF NE/4, ADDN: HOMESTEAD	0.08	MAGALLANES CATRINA		$ 46,220
R000203113	811 N WEATHERFORD ST	BLK: 008, E/2 OF N50 OF NE/4, ADDN: HOMESTEAD	0.08	MAGALLANES ELIZABETH		$ 43,990
R000025817	818 N BAIRD ST	BLK: 008, N.200 OF W/2, ADDN: HOMESTEAD	0.643	MAGALLANES FRANCO		$ 100,250
R000035194	218 N MAIN ST	BLK: 038, LOT: 012 N/2, ADDN: ORIGINAL TOWN (UNIT # A)	0.027	MAIN STREET HOLDINGS AB LLC		$ 194,780
R000025967	605 N BAIRD ST	BLK:026, S.36 OF NE/4, ADDN: HOMESTEAD	0.116	MALDONADO DORA EST		$ 38,830
R000025966	108 E LOUISIANA AV	BLK: 026, N.114 OF NE/4, ADDN: HOMESTEAD	0.366	MALDONADO DORA EST		$ 125,100
R000025969	111 E MICHIGAN AV	BLK:026, SE/4, ADDN: HOMESTEAD	0.482	MALDONADO DORA EST		$ 223,870
R000032396	405 N LEE ST	BLK: 006, LOT: 004, ADDN: MOODY	0.161	MALDONADO JUAN A		$ 48,820
R000014585	718 W LOUISIANA AV	BLK: 001, LOTS: 16(E/2) & 17, ADDN: COUNTRY CLUB, HEIGHTS	0.241	MANULIK MATTHEW C		$ 107,620
R000041049	108 W KANSAS AV	BLK: 002, LOT: 023, ADDN: RICHARDSON ABILENE	0.161	MAROC INDUSTRIES LLC		$ 157,720
R000052044	709 W INDIANA AV	BLK: 050, LOT: 002 E.50, ADDN: WEST END	0.152	MARTIN WATER LABORATORIES INC		$ 167,830
R000052045		BLK: 050, LOT: 002 W.5, ADDN: WEST END	0.015	MARTIN WATER LABORATORIES INC.		$ 2,650
R000035031	406 N FORT WORTH ST	BLK: 012, LOT: 004 S.50, ADDN: ORIGINAL TOWN	0.161	MARTINEZ JAVIER		$ 14,000
R000025803	807 N FORT WORTH ST	BLK: 007, S.50 OF N.125 OF E/2, ADDN: HOMESTEAD	0.161	MARTINEZ JAVIER		$ 58,110
R000035025	406 E TENNESSEE AV	BLK: 012, LOT: 001 W.35 OF W/2, ADDN: ORIGINAL TOWN	0.121	MARTINEZ JAVIER		$ 149,310
R000035024	406 E TENNESSEE AV	BLK: 012, LOT: 001 E.35 OF W/2, ADDN: ORIGINAL TOWN	0.121	MARTINEZ PETRA		$ 10,500
R000032404	410 N LAMESA RD	BLK: 006, LOT: 012, ADDN: MOODY	0.161	MARTINEZ ROSALVA		$ 18,940
R000032403	408 N LAMESA RD	BLK: 006, LOT: 011, ADDN: MOODY	0.161	MARTINEZ ROSALVA		$ 19,750
R000025927	610 N TERRELL ST	BLK: 021, N.50 OF NW/4, ADDN: HOMESTEAD	0.161	MASTER MATILDE REYES		$ 24,940
R000051896	900 W INDIANA AV	BLK: 031, LOT: S.42.5 OF LOT 11, ADDN: WEST END, & LOT 12	0.098	MATS MAINTENANCE		$ 57,140
R000025841	700 N MARIENFELD ST	BLK: 010, S.50 OF W/2, ADDN: HOMESTEAD	0.161	MC ANDREW MIKE		$ 197,590
R000052052	705 W KENTUCKY AV	BLK: 051, LOTS: 1-4 & TRI(W/SD), ADDN: WEST END	0.738	MCCONAUGHEY GEORGANNE HURT		$ 273,080
R000035381	120 S LORAINE ST	BLK: 065, LOT: 021, ADDN: ORIGINAL TOWN	0.08	MEADOWS HENRY EDWARD JR ET AL		$ 14,970
R000035380	120 S LORAINE ST	BLK: 065, LOTS: 019 & 20, ADDN: ORIGINAL TOWN	0.161	MEADOWS HENRY EDWARD JR ET AL		$ 50,150
R000014584	724 W LOUISIANA AV	BLK: 001, LOTS: 14 & 15 & 16(W/2), ADDN: COUNTRY CLUB, HEIGHTS	0.402	MEISSNER MARTIN C REVO LIV TR EST		$ 194,540
R000025930	608 N TERRELL ST	BLK: 021, M.50 OF NW/4, ADDN: HOMESTEAD	0.161	MELENDEZ VIRGINIA		$ 160,170
R000034992	504 N WEATHERFORD ST	BLK: 006,N.150 & S.100 OF SW/4, ADDN: ORIGINAL TOWN	0.803	MIDLAND ACADEMY CHARTER SCHOOL	E	$ -
R000026097	500 N BAIRD ST	BLK: 044, ALL, ADDN: HOMESTEAD	2.066	MIDLAND ACADEMY CHARTER SCHOOL INC	E	$ -
R000025963	601 N WEATHERFORD ST	BLK: 025, S.50 OF SE/4, ADDN: HOMESTEAD	0.161	MIDLAND BUSINESS CENTER LLC		$ 19,690
R000025959	600 N BAIRD ST	BLK: 025, S.200.52 OF W/2, ADDN: HOMESTEAD	0.644	MIDLAND BUSINESS CENTER LLC		$ 986,820
R000026068	500 W TENNESSEE AV	BLK: 038, S.100 OF SE/4, ADDN: HOMESTEAD	0.321	MIDLAND CC DEVELOPMENT LLC		$ 56,000
R000026118	405 N MARIENFELD ST	BLK: 047, NE/4, ADDN: HOMESTEAD	0.482	MIDLAND CC DEVELOPMENT LLC		$ 1,235,760
R000035128	310 W ILLINOIS AV	BLK: 027, LOTS: 13A, ADDN: ORIGINAL TOWN, SEC 3	0.448	MIDLAND CHAMBER OF COMMERCE	E	$ -
R000035127	301 N COLORADO ST	BLK: 027, LOTS: 07A, ADDN: ORIGINAL TOWN, SEC 3	0.451	MIDLAND CHAMBER OF COMMERCE	E	$ -
R000034952	511 N LAMESA RD	BLK: 002, E/2 OF N50 OF NE/4, ADDN: ORIGINAL TOWN, REYES/SANCHEZ MEML PL, UNITY PLAZA	0.08	MIDLAND CITY OF	E	$ -
R000034952	511 N LAMESA RD	BLK: 002, E/2 OF N50 OF NE/4, ADDN: ORIGINAL TOWN, REYES/SANCHEZ MEML PL, UNITY PLAZA	0.08	MIDLAND CITY OF	E	$ -
R000034954	507 N LAMESA RD	BLK: 002, S.50 OF NE/4, ADDN: ORIGINAL TOWN	0.161	MIDLAND CITY OF	E	$ -
R000034953	507 N LAMESA RD	BLK: 002, M.50 OF NE/4, ADDN: ORIGINAL TOWN	0.161	MIDLAND CITY OF	E	$ -
R000034968	501 N MINEOLA ST	BLK: 003, LOTS: 005&6 AKA (S 2/3, ADDN: ORIGINAL TOWN, OF SE/4)	0.321	MIDLAND CITY OF	E	$ -
R000035187	0 N MAIN ST	BLK: 037, LOT: 006, ADDN: ORIGINAL TOWN	0.161	MIDLAND CITY OF	E	$ -
R000025980	0 N COLORADO ST	BLK: 028, W/2, ADDN: HOMESTEAD	0.964	MIDLAND CITY OF	E	$ -
R000035276	406 E TEXAS AV	BLK: 050, ALL, ADDN: ORIGINAL TOWN	0.985	MIDLAND CITY OF	E	$ -
R000017754	900 N BIG SPRING ST	BLK: 018, LOT: 002, ADDN: ELMWOOD SEC 2, VOLUNTEER PARK	0.501	MIDLAND CITY OF	E	$ -
R000217757	106 W WALL ST	BLK: 054, LOT:01A ADDN: ORIGINAL TOWN, SEC 14	1.514	MIDLAND CITY OF	E	$ -
R000217756	105 N MAIN ST	BLK: 054, LOT 02A: ADDN: ORIGINAL TOWN, SEC 14,	1.432	MIDLAND CITY OF	E	$ -
R000025979	601 N LORAINE ST	BLK: 028, E/2, ADDN: HOMESTEAD	0.964	MIDLAND CITY OF	E	$ -

Property ID	Street Address	Legal Description	Acres	Owner Name	Exemption	Taxable Value
R000035115	300 N LORAINE ST	BLK: 025, LOTS: 004 THRU 12, ADDN: ORIGINAL TOWN	1.446	MIDLAND CITY OF	E	$ -
R000035115	300 N LORAINE ST	BLK: 025, LOTS: 004 THRU 12, ADDN: ORIGINAL TOWN	1.446	MIDLAND CITY OF	E	$ -
R000217758	200 W WALL ST	BLK: 055, LOT: 001A, ADDN: ORIGINAL TOWN, SEC 14	2.066	MIDLAND CITY OF	E	$ -
R000035294	108 E TEXAS AV	BLK: 053, LT O1A, ADDN: ORIGINAL TOWN, SEC 7	0.368	MIDLAND CITY OF	E	$ -
R000035294	108 E TEXAS AV	BLK: 053, LT O1A, ADDN: ORIGINAL TOWN, SEC 7	0.368	MIDLAND CITY OF	E	$ -
R000035093	407 E ILLINOIS AV	BLK: 021, LOT: 006, ADDN: ORIGINAL TOWN	0.161	MIDLAND CO REPUBLICAN PARTY		$ 56,890
R000035181	105 W ILLINOIS AV	BLK: 037, LOT: 001, ADDN: ORIGINAL TOWN	0.161	MIDLAND COMMUNITY COLLEGE DISTRICT	E	$ -
R000034939	611 N LAMESA RD	BLK: 001, LOT: 001, ADDN: ORIGINAL TOWN	0.107	MIDLAND COMMUNITY DEVELOPMENT CORP	E	$ -
R000185323		COMMON AREA A &,PUBLIC UTILITY EASEMENT,ADDN: OLD PUEBLO PARK	0.837	MIDLAND COMMUNITY DEVELOPMENT CORP	E	$ -
R000034940	609 N LAMESA RD	BLK: 001, LOT: 002, ADDN: ORIGINAL TOWN	0.54	MIDLAND COMMUNITY DEVELOPMENT CORP	E	$ -
R000034940	609 N LAMESA RD	BLK: 001, LOT: 002, ADDN: ORIGINAL TOWN	0.54	MIDLAND COMMUNITY DEVELOPMENT CORP	E	$ -
R000035540	208 S MARIENFELD ST	BLK: 089, LOTS: 005 & 6, ADDN: ORIGINAL TOWN	0.321	MIDLAND COMMUNITY DEVELOPMENT CORP	E	$ -
R000035541	0 S PECOS ST	BLK: 089, LOTS: 007 THRU 9, ADDN: ORIGINAL TOWN	0.482	MIDLAND COMMUNITY DEVELOPMENT CORP	E	$ -
R000025878	701 N FORT WORTH ST	BLK: 016, E/2, ADDN: HOMESTEAD	0.964	MIDLAND COMMUNITY DEVELOPMENT CORP	E	$ -
R000035176	208 N COLORADO ST	BLK: 036, LOTS: 010 THRU 15 (NORTH, ADDN: ORIGINAL TOWN, PARTS) & 7 O/O LOT 9	0.273	MIDLAND COMMUNITY THEATER	E	$ -
R000025977	605 N MAIN ST	BLK: 027, N.50 OF SE/4, ADDN: HOMESTEAD	0.161	MIDLAND COUNTY	E	$ -
R000025810	801 N FORT WORTH ST	BLK: 007, S.50 OF E/2, ADDN: HOMESTEAD	0.161	MIDLAND COUNTY	E	$ -
R000025974	0 N MAIN ST	BLK:027, E/4, ADDN: HOMESTEAD	0.482	MIDLAND COUNTY	E	$ -
R000026094	514 N MAIN ST	BLK: 043, N.130 OF NW/4, ADDN: HOMESTEAD	0.418	MIDLAND COUNTY	E	$ -
R000185297	0 N BAIRD ST	BLK: 043, N 185.7' OF E/2,ADDN: HOMESTEAD	0.597	MIDLAND COUNTY	E	$ -
R000025971	0 N MAIN ST	BLK: 026, SW/4, ADDN: HOMESTEAD	0.482	MIDLAND COUNTY	E	$ -
R000025978	601 N MAIN ST	BLK: 027, S.100 OF SE/4, ADDN: HOMESTEAD	0.321	MIDLAND COUNTY	E	$ -
R000035565	200 W FRONT ST	BLK: 095, (51000 SQ FT), ADDN: ORIGINAL TOWN	1.171	MIDLAND COUNTY	E	$ -
R000035197	213 N WEATHERFORD ST	BLK: 039, LOT: 003 & N/2 OF LOT 4, ADDN: ORIGINAL TOWN	0.241	MIDLAND COUNTY	E	$ -
R000052206	800 W FRONT ST	BLK: 67 1/2, LOT: ALL, ADDN: WEST END	0.2	MIDLAND COUNTY	E	$ -
R000026088	509 N LORAINE ST	BLK: 041, N.100 OF E/2, ADDN: HOMESTEAD	0.321	MIDLAND COUNTY	E	$ -
R000035529	301 W MISSOURI AV	BLK: 087, LOTS: 1-5(LESS E/2), ADDN: ORIGINAL TOWN, OF 87 PLUS	0.964	MIDLAND COUNTY	E	$ -
R000035190	200 N MAIN ST	BLK: 038, LOT: 007 & S/2 OF LOT 8, ADDN: ORIGINAL TOWN	0.241	MIDLAND COUNTY	E	$ -
R000026092	500 N LORAINE ST	BLK: 042, ALL, ADDN: HOMESTEAD	2.066	MIDLAND COUNTY	E	$ -
R000025989	0 N COLORADO ST	BLK: 029, S.175 OF E/2, ADDN: HOMESTEAD	0.562	MIDLAND COUNTY		$ 110,260
R000035168	210 N BIG SPRING ST	BLK: 035, LOTS: 009 THRU 12, ADDN: ORIGINAL TOWN	0.643	MIDLAND DEVELOPMENT CORP	E	$ -
R000211781	211 N COLORADO ST	BLK: 035, LOT: 01A, ADDN: ORIGINAL TOWN, SEC 8	0.635	MIDLAND DEVELOPMENT CORP	E	$ -
R000035166	304 W TEXAS AV	BLK: 035, LOTS: 005 & 6, ADDN: ORIGINAL TOWN	0.321	MIDLAND DEVELOPMENT CORP	E	$ -
R000035209	303 E TEXAS AV	BLK: 040, LOTS: 007 THRU 11, ADDN: ORIGINAL TOWN	0.803	MIDLAND HABITAT FOR HUMANITY	E	$ -
R000035207	205 N FORT WORTH ST	BLK: 040, LOT: 004, ADDN: ORIGINAL TOWN	0.161	MIDLAND NAUTICAL SOCIETY LLC		$ 14,000
R000035206	207 N FORT WORTH ST	BLK: 040, LOT: 003, ADDN: ORIGINAL TOWN	0.161	MIDLAND NAUTICAL SOCIETY LLC		$ 14,000
R000035528	309 W MISSOURI AV	BLKS: 086; 087, 094 & 095, LOT: LESS 51000 SQ FT &, CLOSED STREETS & ALLEYS	4.854	MIDLAND SUPERBLOCK		$ 400,400
R000035528	309 W MISSOURI AV	BLKS: 086; 087, 094 & 095, LOT: LESS 51000 SQ FT &, CLOSED STREETS & ALLEYS	4.854	MIDLAND SUPERBLOCK		$ 400,400
R000035528	309 W MISSOURI AV	BLKS: 086; 087, 094 & 095, LOT: LESS 51000 SQ FT &, CLOSED STREETS & ALLEYS	4.854	MIDLAND SUPERBLOCK		$ 400,400
R000035204	312 E ILLINOIS AV	BLK: 040, LOT: 001 & 002, ADDN: ORIGINAL TOWN	0.321	MIDLAND YACHT CLUB LLC		$ 162,350
R000035178	214 N COLORADO ST	BLK: 036, LOT: 017 S/2, ADDN: ORIGINAL TOWN	0.08	MIDLAND YUCCA REALTY INC		$ 9,020
R000035179	216 N COLORADO ST	BLK: 036, LOT: 017 N/2, ADDN: ORIGINAL TOWN	0.08	MIDLAND YUCCA REALTY INC		$ 9,020
R000035177	212 N COLORADO ST	BLK: 036, LOT: 016, ADDN: ORIGINAL TOWN	0.161	MIDLAND YUCCA REALTY INC		$ 17,870
R000035180	220 N COLORADO ST	BLK: 036, LOT: 018, ADDN: ORIGINAL TOWN	0.161	MIDLAND YUCCA REALTY INC		$ 17,870
R000035172	207 N LORAINE ST	BLK: 036, LOT: 003, ADDN: ORIGINAL TOWN	0.161	MIDLAND YUCCA REALTY INC		$ 19,230
R000035171	209 N LORAINE ST	BLK: 036, LOT: 002, ADDN: ORIGINAL TOWN	0.161	MIDLAND YUCCA REALTY INC		$ 19,230
R000035170	211 N LORAINE ST	BLK: 036, LOT: 001, ADDN: ORIGINAL TOWN	0.161	MIDLAND YUCCA REALTY INC		$ 25,270
R000035173	200 W TEXAS AV	BLK: 036, LOTS: 004 & 5, ADDN: ORIGINAL TOWN	0.149	MIDLAND YUCCA REALTY INC		$ 30,860
R000035174	206 W TEXAS AV	BLK: 036, LOTS: 006 THRU 8 & E.18, ADDN: ORIGINAL TOWN, OF LOT 9	0.278	MIDLAND YUCCA REALTY INC		$ 58,580
R000035175	212 W TEXAS AV	BLK: 036, LOT: 009 W.7 & ALL OF, ADDN: ORIGINAL TOWN, LOTS 10 THRU 15 LESS N.PT	0.195	MIDLAND YUCCA REALTY INC		$ 3,429,494

Property ID	Street Address	Legal Description	Acres	Owner Name	Exemption	Taxable Value
R000035330	106 N MARIENFELD ST	BLK: 057, LOT: 009, ADDN: ORIGINAL TOWN	0.161	MIDLANDMC LLC		$ 88,500
R000025837	0 N MARIENFELD ST	BLK: 010, S.50 OF N.100 OF NW/4, ADDN: HOMESTEAD	0.161	MIDPAR LTD		$ 14,000
R000025833	710 N MARIENFELD ST	BLK: 010, N.50 OF NW/4, ADDN: HOMESTEAD	0.161	MIDPAR LTD		$ 14,000
R000025846	0 N MARIENFELD ST	BLK: 010, N.50 OF S.100 OF W/2, ADDN: HOMESTEAD	0.161	MIDPAR LTD		$ 19,690
R000025842	0 N MARIENFELD ST	BLK: 010, M.100 OF W/2, ADDN: HOMESTEAD	0.321	MIDPAR LTD		$ 39,380
R000026001	0 N MARIENFELD ST	BLK: 31A, LOT: 001A, ADDN: HOMESTEAD SEC 6	1.536	MIDPAR LTD		$ 83,640
R000025990	600 N MARIENFELD ST	BLK: 030, ALL, ADDN: HOMESTEAD	2.066	MIDPAR LTD		$ 34,470,266
R000035324	405 W TEXAS AV	BLK: 057, LOTS: 001 & 2 W.50, ADDN: ORIGINAL TOWN	0.115	MILLER ROBERT REECE		$ 29,060
R000035680		BLK: 112 .06 AC TR N.,SIDE OF FRONT & PECOS,ADDN: ORIGINAL TOWN	0.064	MISSOURI PACIFIC RR CO		$ 5,550
R000035548	610 W KENTUCKY AV	BLK: 091, LOTS: 007 THRU 9, ADDN: ORIGINAL TOWN	0.504	MIL CORP		$ 204,200
R000214854	901 N MAIN ST	BLK: 002, LOT: 008, ADDN: RICHARDSON ABILENE	0.158	MOCTEZUMA NICOLAS		$ 220,870
R000034970	500 N TERRELL ST	BLK: 003, SW/4 LESS S.75, ADDN: ORIGINAL TOWN	0.241	MONARREZ LAURA G		$ 138,760
R000025819	809 N BAIRD ST	BLK: 009, N.75 OF NE/4, ADDN: HOMESTEAD, (AKA 1 & N/2 OF 2)	0.241	MONTOYA ARMIDA		$ 98,820
R000026120	403 N MARIENFELD ST	BLK: 047, N.70 OF SE/4, ADDN: HOMESTEAD	0.225	MOORE WAYNE AND JO ANN	E	$ -
R000214344	810 N WEATHERFORD ST	BLK:007, LOT: 001 ADDN: HOMESTEAD, SEC 12	0.162	MORALES CESAR GUADALUPE		$ 241,970
R000017947	805 N LORAINE ST	BLK: 001, LOT: 003 E.115, ADDN: ESTES	0.132	MORALES EDUARDO ET AL		$ 242,880
R000025829	806 N MAIN ST	BLK: 009, LOT: 10(S50 OF NW/4), ADDN: HOMESTEAD	0.161	MORENO JOSE A		$ 175,450
R000025830	808 N MAIN ST	BLK: 009, LOT: 11(M50 OF NW/4), ADDN: HOMESTEAD	0.161	MORENO JOSE ANTONIO		$ 24,080
R000109946	703 N WEATHERFORD ST	BLK: 015, LOT: 005, ADDN: HOMESTEAD SEC 3	0.172	MORIN DANIEL ANTHONY		$ 163,470
R000025944	500 E LOUISIANA AV	BLK: 022, LOTS: 010;011 & 012, ADDN: HOMESTEAD	0.482	MR PROPERTY HOLDINGS LLC		$ 488,150
R000035378	223 W WALL ST	BLK: 065, LOT: 009 W.24.25 & ALL, ADDN: ORIGINAL TOWN, OF LOTS 10 THRU 12	0.296	MT223 LLC		$ 8,866,995
R000211116	400 N FORT WORTH ST	BLK: 012, LOT: 003 S.68, ADDN: ORIGINAL TOWN	0.219	MUNOZ PEDRO		$ 44,530
R000035030	400 N FORT WORTH ST	BLK: 012, LOT: 003 N.82, ADDN: ORIGINAL TOWN	0.263	MUNOZ PEDRO		$ 182,650
R000017667	600 W LOUISIANA AV	BLK: 001, LOT: 018, ADDN: ELMWOOD SEC 4	2.15	MY COMMUNITY FEDERAL CREDIT UNION		$ 2,500,000
R000109950	704 N BAIRD ST	BLK: 015, LOT: 009, ADDN: HOMESTEAD SEC 3	0.172	NAJERA AGAPITO JR		$ 155,360
R000035003	400 N MAIN ST	BLK: 009, S.100 OF W/2, ADDN: ORIGINAL TOWN	0.321	NAVIGATOR OIL & MINERALS INC		$ 166,560
R000051770	908 W WALL ST	BLK: 013, LOT: 7(S96) & 8(W46), ADDN: WEST END, LOT 8(LESS N47 OF W23)	0.236	NELSON ROY F		$ 163,170
R000034979	515 E TENNESSEE AV	BLK: 004, LOT: 002 S.100, ADDN: ORIGINAL TOWN	0.321	NLA LIVING TRUST		$ 113,930
R000035284	300 E TEXAS AV	BLK: 051, LOTS: 018 THRU 24, ADDN: ORIGINAL TOWN	0.562	NNN REIT LP		$ 285,500
R000035120	310 N COLORADO ST	BLK: 026, LOT: 011, ADDN: ORIGINAL TOWN	0.161	NOLLEY CAMILA O		$ 870,130
R000218744	504 N A ST	BLK: 035, LOT: 001 , ADDN: HOMESTEAD, SEC 16	1.33	NORTH A & TENNESSEE	E	$ -
R000035012	408 N BAIRD ST	BLK: 010, S.50 OF NW/4, ADDN: ORIGINAL TOWN	0.161	NORTH MAIN LLC		$ 19,690
R000035013	410 N BAIRD ST	BLK: 010, M.50 OF NW/4, ADDN: ORIGINAL TOWN	0.161	NORTH MAIN LLC		$ 19,690
R000035193	212 N MAIN ST	BLK: 038, LOTS: 10(N/2) & 11, ADDN: ORIGINAL TOWN	0.241	NORTH MAIN LLC		$ 626,210
R000035133	400 W ILLINOIS AV	BLK: 028, LOT: 003 S/2 & ALL OF, ADDN: ORIGINAL TOWN, LOTS 4 THRU 6	0.562	NORTH WATERFRONT-TEXAS LLC		$ 21,527,274
R000026111	410 W OHIO AV	BLK: 046, SW/4, ADDN: HOMESTEAD	0.482	O NEILL LEASING CO		$ 1,313,124
R000025822	801 N BAIRD ST	BLK: 009, LOT: 005 W/2 & ALL OF 6, ADDN: HOMESTEAD	0.241	OCHOA VICTOR &		$ 60,050
R000025821	805 N BAIRD ST	BLK: 009, LOT: 004 & N/2 OF LOT 5, ADDN: HOMESTEAD	0.241	OCHOA VICTOR &		$ 62,840
R000017945	202 W KANSAS AV	BLK: 001, LOT: 001 & 2 LESS W.69, ADDN: ESTES	0.229	OCHOA VICTOR R		$ 205,320
R000026067	0 N MARIENFELD ST	BLK: 038, N/3 OF SE/4, ADDN: HOMESTEAD	0.161	OGX REAL ESTATE LLC		$ 19,690
R000026109	400 N MARIENFELD ST	BLK: 046, NW/4, ADDN: HOMESTEAD	0.482	OGX REAL ESTATE LLC		$ 1,240,930
R000035282	301 E WALL ST	BLK: 051, LOTS: 013 THRU 15 W.75, ADDN: ORIGINAL TOWN	0.129	OK CARIOCA LLC		$ 98,640
R000058243	501 N DALLAS ST	BLK: 001, LOT: 006, ADDN: OLD PUEBLO PARK	0.112	OLIVAREZ NOEMI		$ 185,420
R000025869	701 N BAIRD ST	BLK:014, S.50 OF SE/4, ADDN: HOMESTEAD	0.161	OLIVAS MARTINA L		$ 96,370
R000025865	707 N BAIRD ST	BLK: 014, S.50 OF NE/4, ADDN: HOMESTEAD	0.161	OLIVAS SIXTO		$ 14,000
R000025871	703 N BAIRD ST	BLK 014, M.50 OF SE/4, ADDN: HOMESTEAD	0.161	OLIVAS SIXTO		$ 49,250
R000025870	705 N BAIRD ST	BLK: 014, N.50 OF SE/4, ADDN: HOMESTEAD	0.161	OLIVAS SIXTO		$ 57,370
R000041040	810 N LORAINE ST	BLK: 002, LOT: 014, ADDN: RICHARDSON ABILENE	0.158	ONTIVEROS SEVERIANA		$ 74,160
R000109944	707 N WEATHERFORD ST	BLK: 015, LOT: 003, ADDN: HOMESTEAD SEC 3	0.172	OUDEMS LATOYA DENISE		$ 187,250
R000025950	601 N DALLAS ST	BLK: 023, S.50 OF SE/4, ADDN: HOMESTEAD	0.161	PACHECO SANDRA C		$ 182,290

Property ID	Street Address	Legal Description	Acres	Owner Name	Exemption	Taxable Value
R000035131		BLK: 027, LOTS: 023 & 24, ADDN: ORIGINAL TOWN	0.161	PACHUCO LLC		$ 31,000
R000035130	316 N BIG SPRING ST	BLK: 027, LOT: 022, ADDN: ORIGINAL TOWN	0.08	PACHUCO LLC		$ 93,980
R000035216	401 E TEXAS AV	BLK: 041, LOTS: 007 & 8, ADDN: ORIGINAL TOWN	0.321	PATEL MOHANBHAI BALUBHAI ET AL		$ 115,548
R000034967	503 N MINEOLA ST	BLK: 003, LOT: 4(AKA N/3 OF SE/4), ADDN: ORIGINAL TOWN	0.161	PATILLO ARTHUR ETAL		$ 14,000
R000035119	308 N COLORADO ST	BLK: 026, LOT: 008 N/2 & ALL OF, ADDN: ORIGINAL TOWN, LOTS 9 & 10	0.402	PEGASUS BUILDING MNGT LLC		$ 668,150
R000109951	706 N BAIRD ST	BLK: 015, LOT: 010, ADDN: HOMESTEAD SEC 3	0.172	PEREZ NOEMI N		$ 157,940
R000051902	208 S A ST	BLK: 032, LOT: S 59.5 OF E/2, ADDN: WEST END	0.191	PERMIAN BASIN OFFICE PRODUCTS INC		$ 239,800
R000035186	203 N MAIN ST	BLK: 037, LOT: 005, ADDN: ORIGINAL TOWN	0.161	PERMIAN BASIN PUBLIC TELECOM INC	E	$ -
R000035346	617 W TEXAS AV	BLK: 059, LOT: 010 N.10 OF E.86, ADDN: ORIGINAL TOWN, & E 86 OF 11 & 12	0.217	PERMIAN COURT REPORTERS INC		$ 45,530
R000035338	605 W TEXAS AV	BLK: 059, LOTS: 001 & 2 W.50, ADDN: ORIGINAL TOWN	0.115	PERMIAN COURT REPORTERS INC		$ 64,140
R000035135	306 N MARIENFELD ST	BLK: 028, LOT: 010 S/2, ADDN: ORIGINAL TOWN	0.08	PERMIAN RESOURCES CORPORATION LLC		$ 9,840
R000035136	306 N MARIENFELD ST	BLK: 028, LOT: 010 N/2, ADDN: ORIGINAL TOWN	0.08	PERMIAN RESOURCES CORPORATION LLC		$ 9,840
R000035137	308 N MARIENFELD ST	BLK: 028, LOT: 011, ADDN: ORIGINAL TOWN	0.161	PERMIAN RESOURCES CORPORATION LLC		$ 19,730
R000035138	310 N MARIENFELD ST	BLK: 028, LOT: 012, ADDN: ORIGINAL TOWN	0.161	PERMIAN RESOURCES CORPORATION LLC		$ 75,890
R000035132	311 N BIG SPRING ST	BLK: 028, LOTS: 001 & 2 & N/2 OF 3, ADDN: ORIGINAL TOWN	0.402	PERMIAN RESOURCES CORPORATION LLC		$ 1,612,420
R000035134	300 N MARIENFELD ST	BLK: 028, LOTS: 007 THRU 9, ADDN: ORIGINAL TOWN	0.482	PERMIAN RESOURCES CORPORATION LLC		$ 19,948,339
R000035364	510 W MISSOURI AV	BLK: 062, LOT: 007 & S.20 OF 8, ADDN: ORIGINAL TOWN	0.225	PETROLEUM CLUB OF MIDLAND		$ 37,360
R000035365	107 S PECOS ST	BLK: 062, LOT: 008 N.30 & ALL OF, ADDN: ORIGINAL TOWN, LOTS 9 & 10	0.418	PETROLEUM CLUB OF MIDLAND		$ 113,750
R000035362	501 W WALL ST	BLK: 062, LOTS: 001 THRU 3, ADDN: ORIGINAL TOWN	0.482	PETROLEUM CLUB OF MIDLAND		$ 1,458,980
R000035363	106 S MARIENFELD ST	BLK: 062, LOTS: 004 THRU 6, ADDN: ORIGINAL TOWN	0.482	PETROLEUM CLUB OF MIDLAND INC		$ 250,430
R000058240	507 N DALLAS ST	BLK: 001, LOT: 003, ADDN: OLD PUBELO PARK	0.115	PINA LAURA		$ 175,960
R000035348	702 W WALL ST	BLK: 060, LOTS: 005 & 6, ADDN: ORIGINAL TOWN	0.275	POPS STATION LLC		$ 126,600
R000203138	507 N FORT WORTH ST	BLK: 002, LOT: 003, ADDN: OLD PUEBLO PARK, SEC 2	0.161	PRIETO PEDRO		$ 187,300
R000017755	805 N BIG SPRING ST	BLK: 018, LOT: 003, ADDN: ELMWOOD SEC 2	0.402	PROSPERITY BANK		$ 136,690
R000026103	405 N COLORADO ST	BLK: 045, N.50 OF SE/4, ADDN: HOMESTEAD	0.161	PURVIS HOLDINGS LLC		$ 14,000
R000026099	407 N COLORADO ST	BLK: 045, S.50 OF NE/4, ADDN: HOMESTEAD	0.161	PURVIS HOLDINGS LLC		$ 43,800
R000026102	406 N BIG SPRING ST	BLK: 045, S.50 OF NW/4, ADDN: HOMESTEAD	0.161	PURVIS HOLDINGS LLC		$ 1,478,796
R000035278	105 N FORT WORTH ST	BLK: 051, LOTS: 006 THRU 9, ADDN: ORIGINAL TOWN	0.321	QUADRIGA INVESTMENTS INC		$ 121,990
R000025812	809 N WEATHERFORD ST	BLK: 008, S.50 OF N.100 OF NE/4, ADDN: HOMESTEAD	0.161	QUAIN JACK ROBERT		$ 77,570
R000058242	503 N DALLAS ST	BLK: 001, LOT: 005, ADDN: OLD PUEBLO PARK	0.115	QUEZADA DAVID		$ 180,550
R000025831	810 N MAIN ST	BLK: 009, LOT: 12(N50 OF NW/4), ADDN: HOMESTEAD	0.161	RAMOS MARK		$ 14,000
R000203973	508 N DALLAS ST	BLK: 003, LOT: 004, ADDN: OLD PUEBLO PARK SEC 3	0.103	RAY ELLA L		$ 141,170
R000026035	709 W LOUISIANA AV	BLK: 033, LOT: N 150 FT OF W/2, ADDN: HOMESTEAD	0.482	REESE DEBBIE P		$ 495,690
R000051771	102 N C ST	BLK: 013, LOTS: 7(N47)& 8(NW47X23), ADDN: WEST END	0.079	REFLECTION MINISTRIES OF TEXAS INC		$ 50,610
R000035169		BLK: 036 EAST-WEST &,NORTH-SOUTH ALLEYS,ADDN: ORIGINAL TOWN	0.207	RENAISSANCE WEST JOINT		$ 25,310
R000220096	0 E KENTUCKY AV	BLK: 110, LOT 01A, ADDN: ORIGINAL TOWN, SEC: 19	2.038	RENEW LIFE CHURCH INC	E	$ -
R000035677	410 S PECOS ST	BLK: 111, LOT: 002 S.75 & ALL OF, ADDN: ORIGINAL TOWN, 3 & TRI OFF E.SIDE, OF BLK 51 WEST END, SUBDIVISION	0.562	RENEW LIFE CHURCH INC	E	$ -
R000035677	410 S PECOS ST	BLK: 111, LOT: 002 S.75 & ALL OF, ADDN: ORIGINAL TOWN, 3 & TRI OFF E.SIDE, OF BLK 51 WEST END, SUBDIVISION	0.562	RENEW LIFE CHURCH INC	E	$ -
R000034973	510 N TERRELL ST	BLK: 003, N.50 OF NW/4, ADDN: ORIGINAL TOWN	0.161	REYES LUIS		$ 101,770
R000034972	508 N TERRELL ST	BLK: 003, S.50 OF N 100 OF NW/4, ADDN: ORIGINAL TOWN	0.161	REYES LUIS ETAL		$ 70,610
R000025808	806 N WEATHERFORD ST	BLK:007, S.50 OF NW/4, ADDN: HOMESTEAD	0.161	REYES MATILDE		$ 157,900
R000034971	506 N TERRELL ST	BLK: 003, S.50 OF NW/4, ADDN: ORIGINAL TOWN	0.161	REYES MATILDE ETAL		$ 90,480
R000025936	607 N TERRELL ST	BLK: 022, LOT: 003, ADDN: HOMESTEAD	0.161	REYES MIQUELA		$ 98,510
R000109943	709 N WEATHERFORD ST	BLK: 015, LOT: 002, ADDN: HOMESTEAD SEC 3	0.172	REYES RAUL B		$ 165,000
R000041039	808 N LORAINE ST	BLK: 002, LOT: 013, ADDN: RICHARDSON ABILENE	0.142	REYES RITO RICARDO		$ 139,050
R000035125	315 N COLORADO ST	BLK: 027, LOT: 005, ADDN: ORIGINAL TOWN	0.08	REYNOLDS BROTHERS		$ 68,650
R000035124	317 N COLORADO ST	BLK: 027, LOT: 004, ADDN: ORIGINAL TOWN	0.08	REYNOLDS BROTHERS		$ 96,120
R000035126	313 N COLORADO ST	BLK: 027, LOT: 006, ADDN: ORIGINAL TOWN	0.08	REYNOLDS BROTHERS		$ 100,720
R000035562	0 S BIG SPRING ST	BLK: 093, LOT: 006, ADDN: ORIGINAL TOWN	0.126	RIMT PROPERTY LP		$ 26,650
R000035560	0 S BIG SPRING ST	BLK: 093, LOT: NORTH-SOUTH ALLEY, ADDN: ORIGINAL TOWN	0.138	RIMT PROPERTY LP		$ 28,880

Property ID	Street Address	Legal Description	Acres	Owner Name	Exemption	Taxable Value
R000035563	0 S MARIENFELD ST	BLK: 093, LOTS: 007 & 8, ADDN: ORIGINAL TOWN	0.321	RIMT PROPERTY LP		$ 39,380
R000035561	0 S BIG SPRING ST	BLK: 093, LOTS: 004 & 5, ADDN: ORIGINAL TOWN	0.253	RIMT PROPERTY LP		$ 52,940
R000035564	405 W INDIANA AV	BLK: 093, LOTS: 009 THRU 12, ADDN: ORIGINAL TOWN	0.643	RIMT PROPERTY LP		$ 57,750
R000035559	0 S BIG SPRING ST	BLK: 093, LOTS: 001 THRU 3, ADDN: ORIGINAL TOWN	0.379	RIMT PROPERTY LP		$ 79,410
R000035121	312 N COLORADO ST	BLK: 026, LOT: 012, ADDN: ORIGINAL TOWN	0.161	RITA & SMA PROPERTIES INC		$ 19,690
R000035123	319 N COLORADO ST	BLK: 027, LOTS: 002 & 3, ADDN: ORIGINAL TOWN	0.161	RITA & SMA PROPERTIES INC		$ 176,430
R000026091	0 W MICHIGAN AV	BLK: 041, N.60 OF W/2, ADDN: HOMESTEAD	0.193	RNCS PROPERTY AND SERVICES LLC		$ 44,260
R000216335	505 N LORAINE ST	BLK: 041, LOT: 001 , ADDN: HOMESTEAD, 13TH	0.321	RNCS PROPERTY AND SERVICES LLC		$ 1,016,120
R000026064	507 N MARIENFELD ST	BLK: 038, NE/4, ADDN: HOMESTEAD	0.482	ROBINSON BUILDING LLC		$ 2,881,081
R000034980	501 E TENNESSEE AV	BLK: 004, W.70 OF S.75 OF W/2, ADDN: ORIGINAL TOWN	0.121	ROBLES OSCAR		$ 10,500
R000034981	505 E TENNESSEE AV	BLK: 004, E.70 OF S.75 OF W/2, ADDN: ORIGINAL TOWN	0.121	ROBLES OSCAR		$ 77,890
R000035196	209 N WEATHERFORD ST	BLK: 039, LOT: 001 & 2, ADDN: ORIGINAL TOWN	0.321	ROCK HOUSE RESIDENTIAL PROP LTD		$ 39,380
R000035214	300 E ILLINOIS AV	BLK: 040, LOT: 012 W 85, ADDN: ORIGINAL TOWN	0.098	RODEA MARTIN T		$ 45,790
R000041052	803 N MAIN ST	Lot: 002, Blk: 001, Subd: ATRIUM, BLK: 001, LOT: 002, ADDN: ATRIUM	0.149	RODRIGUEZ ANDREA E		$ 150,060
R000032394	409 N LEE ST	BLK: 006, LOT: 002, ADDN: MOODY	0.161	RODRIGUEZ CATARINA NICOLE		$ 236,700
R000035072	311 N MINEOLA ST	BLK: 019, LOT: 001, ADDN: ORIGINAL TOWN	0.161	RODRIQUEZ FELIPE		$ 29,910
R000035073	309 N MINEOLA ST	BLK: 019, LOT: 002, ADDN: ORIGINAL TOWN	0.161	RODRIQUEZ FELIPE		$ 191,880
R000035029	401 N DALLAS ST	BLK: 012, S.50 OF SE/4, ADDN: ORIGINAL TOWN	0.161	RODRIQUEZ FELIPE EST		$ 49,300
R000025832	709 N BIG SPRING ST	BLK: 010, LOT: NE/4, ADDN: HOMESTEAD	0.482	ROSE HOLDINGS LTD		$ 203,910
R000051787	808 W MISSOURI AV	BLK: 015, LOT: 008, ADDN: WEST END	0.161	ROYS NANCY		$ 111,180
R000051892	908 W INDIANA AV	BLK: 031, LOTS: 007 & 8, ADDN: WEST END	0.321	RSVS LLC		$ 218,800
R000026046	600 N A ST	BLK: 034, LOT: 005 & W/2 OF LOT 6, ADDN: HOMESTEAD	0.186	RUBIO JONATHAN J		$ 79,870
R000035026	411 N DALLAS ST	BLK: 012, LOT: 001 E/2, ADDN: ORIGINAL TOWN	0.241	RUIZ PEDRO		$ 21,000
R000035050	406 N TERRELL ST	BLK: 014, LOT: 004 SOUTH PART &, ADDN: ORIGINAL TOWN, NW/CORNER LOT 3	0.166	RUIZ RAFAEL E		$ 49,230
R000035051	410 N TERRELL ST	BLK: 014, LOT: 004 NORTH PART, ADDN: ORIGINAL TOWN	0.132	RUIZ RAFAEL E		$ 66,810
R000035032	408 N FORT WORTH ST	BLK: 012, S.50 OF N.100 OF NW/4, ADDN: ORIGINAL TOWN	0.161	RUTLEDGE MELYSSA		$ 100,850
R000026098	409 N COLORADO ST	BLK: 045, S/2 OF NE/4 LESS S.50, ADDN: HOMESTEAD	0.08	S B W CORPORATION		$ 7,880
R000026100	411 N COLORADO ST	BLK: 045, N/2 OF NE/4, ADDN: HOMESTEAD	0.241	S B W CORPORATION		$ 23,750
R000203137	509 N FORT WORTH ST	BLK: 002, LOT: 002, ADDN: OLD PUEBLO PARK, SEC 2	0.161	SAENZ JESSICA MADRID		$ 187,300
R000058249	510 N FORT WORTH ST	BLK: 001, LOT: 012, ADDN: OLD PUEBLO PARK	0.112	SAENZ LEROY		$ 186,740
R000203974	506 N DALLAS ST	BLK: 003, LOT: 005, ADDN: OLD PUEBLO PARK SEC 3	0.103	SAIZ ERNESTO		$ 142,090
R000203970	514 N DALLAS ST	BLK: 003, LOT: 001, ADDN: OLD PUEBLO PARK SEC 3	0.13	SALCIDO FRANCISCO		$ 230,240
R000034989	501 N FORT WORTH ST	BLK: 06, S.50 OF SE/4, ADDN: ORIGINAL TOWN	0.161	SAMANIEGO ANITA V		$ 14,000
R000034988	503 N FORT WORTH ST	BLK: 006, N.50 OF SE/4, ADDN: ORIGINAL TOWN	0.161	SAMANIEGO ANITA V		$ 60,910
R000032402	406 N LAMESA RD	BLK: 006, LOT: 010, ADDN: MOODY	0.161	SANCHEZ JUAN		$ 14,000
R000032401	404 N LAMESA RD	BLK: 006, LOT: 009 LESS 350, ADDN: MOODY	0.153	SANCHEZ JUAN		$ 50,840
R000032400	402 N LAMESA RD	BLK: 006, LOT: 008 LESS 644, ADDN: MOODY	0.146	SANCHEZ JUAN J		$ 12,710
R000052056	710 W WASHINGTON AV	BLK: 051, LOTS: 5 THRU 7, ADDN: WEST END	0.513	SANCHEZ OSCAR O		$ 203,000
R000041033	913 N MAIN ST	BLK: 002, LOT: 005, ADDN: RICHARDSON ABILENE	0.158	SANCHEZ VELASCO MIGUEL A		$ 252,560
R000025946	603 N DALLAS ST	BLK: 023, M.50 OF SE/4, ADDN: HOMESTEAD	0.161	SANDATE OSCAR MENCHACA		$ 215,950
R000035208	317 E TEXAS AV	BLK: 040, LOTS: 005 & 6, ADDN: ORIGINAL TOWN	0.321	SCHMID 5 HOLDINGS LLC		$ 124,820
R000051784	0 W WALL ST	BLK: 015, LOT: 003 W.20 & ALL OF, ADDN: WEST END, LOT 4	0.225	SCYTHIAN LTD		$ 71,050
R000051785	0 W WALL ST	BLK: 015, LOTS: 005 & 6, ADDN: WEST END	0.321	SCYTHIAN LTD		$ 103,780
R000051783	801 W WALL ST	BLK: 015, LOTS: 001 & 2 & E.30 OF, ADDN: WEST END, LOT 3	0.418	SCYTHIAN LTD		$ 194,850
R000035659	401 S MARIENFELD ST	BLK: 109, LOT: 01A, ADDN: ORIGINAL TOWN, SEC 6	1.408	SHH ENTERPRISES LLC		$ 2,047,190
R000051772	902 W WALL ST	BLK: 013, LOT: 013, ADDN: WEST END SEC 9	0.153	SHULL HAROLD		$ 77,240
R000026117	509 W TENNESSEE AV	BLK: 047, E.48 OF W.94 OF, ADDN: HOMESTEAD, N.100 OF NW/4	0.11	SIGNAL MARIENFELD LLC		$ 9,600
R000026116	0 W TENNESSEE AV	BLK: 047, W.46 OF N.100 OF NW/4, ADDN: HOMESTEAD	0.106	SIGNAL MARIENFELD LLC		$ 24,900
R000035008	401 N WEATHERFORD ST	BLK: 010, LOT: 002, ADDN: ORIGINAL TOWN	0.482	SIGNAL WEATHERFORD LLC		$ 139,740
R000035552	310 S PECOS ST	BLK: 091, LOTS: 010 THRU 12 S/2, ADDN: ORIGINAL TOWN	0.241	SIMS LARRY		$ 53,510

Property ID	Street Address	Legal Description	Acres	Owner Name	Exemption	Taxable Value
R000035551	306 S PECOS ST	BLK: 091, LOTS: 010 THRU 12 N/2, ADDN: ORIGINAL TOWN	0.241	SIMS LARRY		$ 94,740
R000215329	400 S PECOS ST	BLK: 111, LOT: 01A, ADDN: ORIGINAL TOWN, SEC 13	0.449	SIMS LARRY D		$ 218,700
R000025984	604 N BIG SPRING ST	BLK: 029, S.50 OF M.100 OF W/2, ADDN: HOMESTEAD	0.161	SIR MANAGEMENT LLC		$ 17,200
R000025982	0 N BIG SPRING ST	BLK: 029, N.50 OF M.100 OF W/2, ADDN: HOMESTEAD	0.161	SIR MANAGEMENT LLC		$ 234,490
R000025968	608 N MAIN ST	BLK:026, S/2 OF NW/4, ADDN: HOMESTEAD	0.241	SIX O EIGHT N MAIN		$ 1,078,297
R000025863	711 N BAIRD ST	BLK: 014, N.50 OF NE/4, ADDN: HOMESTEAD	0.161	SMITH RONNIE D		$ 14,000
R000025864	709 N BAIRD ST	BLK: 014, M.50 OF NE/4, ADDN: HOMESTEAD	0.161	SMITH RONNY D		$ 14,000
R000051790	106 S A ST	BLK: 015, LOTS: 010 THRU 12 N.65, ADDN: WEST END	0.224	SOSA ONE LLC		$ 145,280
R000035351	103 S A ST	BLK: 060 1/2, LOTS: 002;3 & 4, ADDN: ORIGINAL TOWN	0.218	SOSA ONE LLC		$ 160,550
R000051895	204 S B ST	BLK: 031, LOT: N 97.5 OF LOT 11, ADDN: WEST END, & LOT 12	0.224	SOUTH JK LLC		$ 155,050
R000035539	0 N MARIENFELD ST	BLK: 089, LOT: 004, ADDN: ORIGINAL TOWN	0.161	SOUTHWESTERN BELL TELEPHONE CO		$ 19,690
R000035538	0 N MARIENFELD ST	BLK: 089, LOT: 003, ADDN: ORIGINAL TOWN	0.161	SOUTHWESTERN BELL TELEPHONE CO		$ 19,690
R000035537	0 N MARIENFELD ST	BLK: 089, LOTS: 001 & 2, ADDN: ORIGINAL TOWN	0.321	SOUTHWESTERN BELL TELEPHONE CO		$ 39,380
R000026119	507 W TENNESSEE AV	BLK: 047, E.46 OF N.100 OF, ADDN: HOMESTEAD	0.106	SPENCER GREGORY S		$ 215,490
R000035105	301 E ILLINOIS AV	BLK: 022, LOTS: 007 & 8, ADDN: ORIGINAL TOWN	0.321	STACKING STONES LLC		$ 143,740
R000051792	908 W MISSOURI AV	BLK: 016, LOTS: 007 & 8 S/2, ADDN: WEST END	0.161	STAGG 901 LTD		$ 50,750
R000051793		BLK: 016, LOTS: 007 & 8 N/2 & ALL, ADDN: WEST END, OF LOTS 9 THRU 12	0.803	STAGG 901 LTD		$ 253,750
R000051791	901 W WALL ST	BLK: 016, LOTS: 001 THRU 6, ADDN: WEST END	0.964	STAGG 901 LTD		$ 6,406,495
R000035375	201 W WALL ST	BLK: 065, LOTS: 001 & 2 & E.23.5, ADDN: ORIGINAL TOWN, OF LOT 3	0.219	STAGG INVESTMENT III LTD		$ 7,486,443
R000035376	203 W WALL ST	BLK: 065, LOTS: 3(W1.5); 4-6 &, ADDN: ORIGINAL TOWN, LOT 7(E24.25)	0.301	STAGG INVESTMENT III LTD		$ 11,988,486
R000025804	805 N FORT WORTH ST	BLK: 007, N.50 OF S.125 OF N.250, ADDN: HOMESTEAD, OF E/2	0.161	STATHAKOS NIKCOAL		$ 93,500
R000058247	506 N FORT WORTH ST	BLK: 001, LOT: 010, ADDN: OLD PUEBLO PARK	0.115	STENSON JACE		$ 175,720
R000035554	302 S MARIENFELD ST	BLK: 092, LOTS: 002 THRU 4, ADDN: ORIGINAL TOWN	0.482	STROOPE BEVERLY MAXCINE		$ 244,920
R000025955	606 N WEATHERFORD ST	BLK: 024, NW/4, ADDN: HOMESTEAD	0.482	SWEET COMMERCIAL PROPERTIES LLC		$ 565,900
R000025975	600 N LORAINE ST	BLK: 027, S.200 OF W/2, ADDN: HOMESTEAD	0.643	T J J C K LLC		$ 410,490
R000025855	700 N BIG SPRING ST	BLK: 011, S.90 OF SW/4, ADDN: HOMESTEAD	0.289	TAING HANG KHEANG		$ 135,940
R000035155	500 W TEXAS AV	BLKS: 032 & 33, ALL, ADDN: ORIGINAL TOWN	4.684	TALL CITY TOWERS LLC		$ 95,808,384
R000025935	609 N TERRELL ST	BLK: 022, LOT: 002, ADDN: HOMESTEAD, (AKA S.50 N.100 OF E/2)	0.161	TARANGO SAMUEL EST		$ 46,870
R000025827	804 N MAIN ST	BLK: 009, LOT: 009, ADDN: HOMESTEAD	0.161	TEAL JUDY A		$ 151,290
R000035339	601 W TEXAS AV	BLK: 059, LOTS: 001 & 2 E.90, ADDN: ORIGINAL TOWN	0.207	TEJAS AVENUE LLC		$ 416,370
R000035015	411 N FORT WORTH ST	BLK: 011, N.95 OF NE/4 LESS W 50, ADDN: ORIGINAL TOWN	0.196	TENNON HATTIE		$ 72,900
R000035016	306 E TENNESSEE AV	BLK: 011, W.50 OF N.95 OF NE/4, ADDN: ORIGINAL TOWN	0.109	TENNON HATTIE		$ 81,590
R000035108	308 N WEATHERFORD ST	BLK: 022, LOT: 011 S.25, ADDN: ORIGINAL TOWN	0.08	TEXAS ARMS OF LOVE INC	E	$ -
R000035106	304 N WEATHERFORD ST	BLK: 022, LOT: 009, ADDN: ORIGINAL TOWN	0.161	TEXAS ARMS OF LOVE INC	E	$ -
R000035109	310 N WEATHERFORD ST	BLK: 022, LOTS: 11(N25) & 12(S5), ADDN: ORIGINAL TOWN	0.096	TEXAS ARMS OF LOVE INC	E	$ -
R000035107	306 N WEATHERFORD ST	BLK: 022, LOT: 010, ADDN: ORIGINAL TOWN	0.161	TEXAS ARMS OF LOVE INC	E	$ -
R000035217	204 N FORT WORTH ST	BLK: 041, LOTS: 009 THRU 12, ADDN: ORIGINAL TOWN	0.643	TEXAS ARMS OF LOVE INC		$ 35,000
R000035070	711 E FRONT ST	BLK: 018, LOTS: 001 THRU 4, ADDN: ORIGINAL TOWN	0.62	TEXAS BROTHERS LLC		$ 156,190
R000035071	703 E FRONT ST	BLK: 018, LOTS: 005 THRU 10, ADDN: ORIGINAL TOWN	0.912	TEXAS BROTHERS LLC		$ 637,670
R000035149	0 N CARRIZO ST	BLK: 031, LOT: 002, ADDN: ORIGINAL TOWN	0.161	TEXAS TEN LTD		$ 14,000
R000035148	211 N CARRIZO ST	BLK: 031, LOT: 001, ADDN: ORIGINAL TOWN	0.161	TEXAS TEN LTD		$ 14,000
R000051904	808 W INDIANA AV	BLK: 032, LOT: 5 & 6 S.160.1 OF W/2, ADDN: WEST END	0.515	TEXLAND 1031 HOLDINGS LLC		$ 634,880
R000035014	412 N BAIRD ST	BLK: 010, N.50 OF NW/4, ADDN: ORIGINAL TOWN	0.161	THB BRENTWAY LLC		$ 36,750
R000035546	300 S PECOS ST	BLK: 091, LOTS: 001 THRU 3, ADDN: ORIGINAL TOWN	0.482	THB BRENTWAY LLC		$ 77,830
R000035283	108 N WEATHERFORD ST	BLK: 051, LOTS: 016 & 17, ADDN: ORIGINAL TOWN	0.161	THE OLD WAREHOUSE LLC		$ 57,730
R000035028	403 N DALLAS ST	BLK: 012, N.100 OF SE/4, ADDN: ORIGINAL TOWN	0.321	THRIFTY STORAGE INC		$ 116,090
R000225624	0 E ILLINOIS AV	BLK: 023, LOT: 013, ADDN: ORIGINAL TOWN SEC 24	0.97	THRIVING UNITED INC		$ 479,040
R000035111	201 E ILLINOIS AV	BLK: 023, LOTS: 7-12, ADDN: ORIGINAL TOWN	1.01	THRIVING UNITED INC		$ 1,692,380
R000035182	219 N MAIN ST	BLK: 037, LOT: 002 N/2, ADDN: ORIGINAL TOWN	0.08	THUNDERBOLT PETROLEUM COMPANY LLC		$ 118,140
R000058245	502 N FORT WORTH ST	BLK: 001, LOT: 008, ADDN: OLD PUEBLO PARK	0.115	TIJERINA ROSA LINDA		$ 177,630

Property ID	Street Address	Legal Description	Acres	Owner Name	Exemption	Taxable Value
R000035118	218 W ILLINOIS AV	BLK: 026, LOT: 007 & S/2 OF LOT 8, ADDN: ORIGINAL TOWN	0.241	TIN KEY 218 LLC		$ 393,560
R000035191	206 N MAIN ST	BLK: 038, LOT: 008 N/2 & S.9 OF 9, ADDN: ORIGINAL TOWN	0.109	TITLE TECHNOLOGIES INC		$ 279,640
R000032393	411 N LEE ST	BLK: 006, LOT: 001, ADDN: MOODY	0.161	TORRES GILBERTO ANTONIO		$ 242,520
R000034974	500 N TERRELL ST	BLK: 003, S.75 OF SW/4, ADDN: ORIGINAL TOWN	0.241	TOVAR EMILIO &		$ 81,110
R000035553	300 S MARIENFELD ST	BLK: 092, LOT: 001, ADDN: ORIGINAL TOWN	0.161	TRINITY RHEMA INTERNATIONAL CHURCH		$ 36,750
R000035157	400 W TEXAS AV	BLK: 034, LOTS: 004 & N/2 OF 005, ADDN: ORIGINAL TOWN	0.241	TUNA INVESTMENT LLC		$ 279,243
R000203779	400 W TEXAS AV	BLK: 034, LTS:005(S/2) & ALL OF 006, ADDN: ORIGINAL TOWN	0.241	TUNA INVESTMENT LLC		$ 7,507,459
R000034990	500 N WEATHERFORD ST	BLK 006, .50 OF SW/4, ADDN: ORIGINAL TOWN	0.161	TYLER REAL ESTATE LLC		$ 14,000
R000026080	501 N COLORADO ST	BLK: 040, S.100 OF SE/4, ADDN: HOMESTEAD	0.321	TYNER REAL ESTATE LLC		$ 64,450
R000035289	0 N WEATHERFORD ST	BLK: 052, LOT: 008, ADDN: ORIGINAL TOWN	0.08	UNITED STATES OF	E	$ -
R000035287	0 N WEATHERFORD ST	BLK: 052, LOT: 004, ADDN: ORIGINAL TOWN	0.08	UNITED STATES OF	E	$ -
R000035286	0 N WEATHERFORD ST	BLK: 052, LOT: 003, ADDN: ORIGINAL TOWN	0.08	UNITED STATES OF	E	$ -
R000035292	0 N BAIRD ST	BLK: 052, LOTS: 017 & 18, ADDN: ORIGINAL TOWN	0.161	UNITED STATES OF	E	$ -
R000035285	0 N WEATHERFORD ST	BLK: 052, LOTS: 001 & 2, ADDN: ORIGINAL TOWN	0.161	UNITED STATES OF	E	$ -
R000035288	0 N WEATHERFORD ST	BLK: 052, LOTS: 005 THRU 7, ADDN: ORIGINAL TOWN	0.241	UNITED STATES OF	E	$ -
R000035291	0 N BAIRD ST	BLK: 052, LOTS: 013 THRU 16, ADDN: ORIGINAL TOWN	0.321	UNITED STATES OF	E	$ -
R000035290	0 N WEATHERFORD ST	BLK: 052, LOTS: 009 THRU 12, ADDN: ORIGINAL TOWN	0.321	UNITED STATES OF	E	$ -
R000035293	0 N BAIRD ST	BLK: 052, LOTS: 019 THRU 24, ADDN: ORIGINAL TOWN	0.482	UNITED STATES OF	E	$ -
R000035386	100 E WALL ST	BLKS: 67;68;, 69 & 84, ADDN: ORIGINAL TOWN	5.125	UNITED STATES OF	E	$ -
R000025948	607 N DALLAS ST	BLK: 023, S.50 OF NE/4, ADDN: HOMESTEAD	0.161	URBINA JOSUE &		$ 188,140
R000035037	403 N TERRELL ST	BLK: 013, M.50 OF SE/4, ADDN: ORIGINAL TOWN	0.161	VALLE ARTHURO		$ 30,280
R000035036	401 N TERRELL ST	BLK: 013, S.50 OF SE/4, ADDN: ORIGINAL TOWN	0.161	VALLE ARTURO		$ 24,140
R000035054	405 N MARSHALL ST	BLK: 015, N.50 SE/4 (AKA 2A), ADDN: ORIGINAL TOWN, & S.50 NE/4 (AKA 1C)	0.321	VALLIN OSCAR		$ 28,000
R000035053	409 N MARSHALL ST	BLK: 015, M.50 NE/4, ADDN: ORIGINAL TOWN, (AKA LOT 1B)	0.161	VALLIN OSCAR M		$ 14,000
R000035052	411 N MARSHALL ST	BLK: 015, N.50 NE/4, ADDN: ORIGINAL TOWN, (AKA LOT 1A)	0.161	VALLIN OSCAR M		$ 14,000
R000035129	312 N BIG SPRING ST	BLK: 027, LOTS: 019 THRU 21, ADDN: ORIGINAL TOWN	0.241	VANDERGRIFF BUILDING MANAGEMENT LLC		$ 326,020
R000034964	509 N MINEOLA ST	BLK: 003, LOT: 001, ADDN: ORIGINAL TOWN	0.161	VARELA JUAN V &		$ 79,910
R000035042	406 N DALLAS ST	BLK: 013, S.50 OF NW/4, ADDN: ORIGINAL TOWN	0.161	VARELA MARCO		$ 60,180
R000025882	710 N WEATHERFORD ST	BLK: 016, N.100 OF W/2, ADDN: HOMESTEAD	0.321	VASQUEZ MARIO		$ 238,910
R000025941	604 N DALLAS ST	BLK: 022, LOT: 008, ADDN: HOMESTEAD	0.161	VEGA RICARDO		$ 186,580
R000035084	305 N TERRELL ST	BLK: 020, LOT: 004, ADDN: ORIGINAL TOWN	0.161	VELA JOE		$ 15,730
R000035218	508 E ILLINOIS AV	BLK: 042, LOT: 001, ADDN: ORIGINAL TOWN	0.161	VELOZ GEORGE MANAGEMENT LP		$ 134,700
R000034977	507 N TERRELL ST	BLK: 004, LOT: 001 S.50, ADDN: ORIGINAL TOWN	0.161	VERASTEGUI FRANCISCO JAVIER		$ 14,000
R000041047	922 N LORAINE ST	BLK: 002, LOT: 021, ADDN: RICHARDSON ABILENE	0.158	VILLELA ELVA ERICKA OLIVAS		$ 13,800
R000041048	924 N LORAINE ST	BLK: 002, LOT: 022, ADDN: RICHARDSON ABILENE	0.158	VILLELA ELVA ERICKA OLIVAS		$ 63,080
R000025820	807 N BAIRD ST	BLK: 009, LOT: 002 S/2 & ALL OF 3, ADDN: HOMESTEAD	0.241	WALKER THEDIS		$ 50,500
R000035349	703 W WALL ST	BLK: 060 1/2, LOT: 001 & N.30 OF LOT, ADDN: ORIGINAL TOWN, 2 & 10X80 OF CARRIZO ST	0.127	WALL ST COCINA LLC		$ 121,150
R000035356	606 W MISSOURI AV	BLK: 061, LOTS: 007 & 8, ADDN: ORIGINAL TOWN	0.321	WALL ST JOINT VENTURE		$ 333,470
R000035385	117 W WALL ST	BLK: 066, LOTS: 013 THRU 24, ADDN: ORIGINAL TOWN	0.964	WALL STREET		$ 13,760,378
R000035359	106 S CARRIZO ST	BLK: 061, LOT: 009, ADDN: ORIGINAL TOWN	0.161	WALL STREET JOINT		$ 28,620
R000226416	621 W WALL ST	BLK: 061, LOTS: 013, ADDN: ORIGINAL TOWN	0.345	WALL STREET JOINT		$ 204,450
R000026047	712 W MICHIGAN AV	BLK: 034, LOT: 006 E/2 & ALL OF 7, ADDN: HOMESTEAD	0.382	WALTON TRENT A		$ 650,850
R000026133	0 W TENNESSEE AV	BLK: 049, (40 X 65) ABANDONED ST, ADDN: HOMESTEAD	0.06	WE INCORPORATED	E	$ -
R000026123	0 N CARRIZO ST	BLK: 049, 40 X 85 ADJACENT TO SW/4, ADDN: HOMESTEAD	0.078	WE INCORPORATED	E	$ -
R000026131	404 SAN ANGELO ST	BLK: 049, N.65 OF W/2 OF SW/4, ADDN: HOMESTEAD	0.104	WE INCORPORATED	E	$ -
R000026135	712 W OHIO AV	BLK: 049, LOT: S/2 OF BLK 49 1/2, ADDN: HOMESTEAD, & 40 X150 ABANDONED ST	0.237	WE INCORPORATED	E	$ -
R000026129	706 W OHIO AV	BLK: 049, E.70 OF SW/4, ADDN: HOMESTEAD	0.241	WE INCORPORATED	E	$ -
R000041041	812 N LORAINE ST	BLK: 002, LOT: 015, ADDN: RICHARDSON ABILENE	0.158	WHITE MARIA		$ 54,430
R000025856	711 N LORAINE ST	BLK: 012, N.91 OF NE/4, ADDN: HOMESTEAD	0.292	WHITE STAR ENERGY INC		$ 25,480
R000035372	415 W WALL ST	BLK: 063, LOTS: 010;11&W.105 OF 12, ADDN: ORIGINAL TOWN	0.402	WILCO BUILDING PARTNER		$ 19,187,708

Property ID	Street Address	Legal Description	Acres	Owner Name	Exemption	Taxable Value
R000109953	710 N BAIRD ST	BLK: 015, LOT: 012, ADDN: HOMESTEAD SEC 3	0.172	WILEY JOE W		$ 155,360
R000058241	505 N DALLAS ST	BLK: 001, LOT: 004, ADDN: OLD PUEBLO PARK	0.115	WILLIAMS DEBRA B		$ 192,550
R000026101	412 N BIG SPRING ST	BLK: 045, N.100 OF NW/4, ADDN: HOMESTEAD	0.321	WRANGLER MITX 130311 PORTFOLIO OWNER LLC		$ 155,060
R000214218	610 N BIG SPRING ST	BLK:029, LT 05A, ADDN: HOMESTEAD, SEC 10	0.349	WSE REALTY LLC		$ 791,780
R000219719	706 N COLORADO ST	BLK: 012, LOT: 01A, ADDN: HOMESTEAD SEC 17	0.722	WSE REALTY LLC		$ 1,977,920
R000035195	216 N MAIN ST	BLK: 038, LOT: 012 S/2, ADDN: ORIGINAL TOWN	0.08	WSJV LLC		$ 165,620
R000017990	907 WHITAKER ST	BLK: 006, LOT: 013, ADDN: ESTES	0.143	Y M C A	E	$ -
R000017991	909 WHITAKER ST	BLK: 006, LOT: 014, ADDN: ESTES	0.143	Y M C A	E	$ -
R000017992	0 WHITAKER ST	BLK: 006, LOT: 015, ADDN: ESTES	0.143	Y M C A	E	$ -
R000017993	1005 WHITAKER ST	BLK: 006, LOT: 016, ADDN: ESTES	0.143	Y M C A	E	$ -
R000017994	1007 WHITAKER ST	BLK: 006, LOT: 017, ADDN: ESTES	0.143	Y M C A	E	$ -
R000017995	1009 WHITAKER ST	BLK: 006, LOT: 018, ADDN: ESTES	0.143	Y M C A	E	$ -
R000017948	802 WHITAKER ST	BLK: 001, LOT: 003 4 & 5 W 50, ADDN: ESTES	0.172	Y M C A	E	$ -
R000226306	800 N BIG SPRING ST	BLK: 019, LOT: 002A, ADDN: ELMWOOD SEC 3	7.47	Y M C A	E	$ -
R000035377	211 W WALL ST	BLK: 065, LOT: 008, +9 IN ALL OF L OF 007 & 009, ADDN: ORIGINAL TOWN	0.079	YEI ACQUISITION LLC		$ 176,560
R000041051	805 N MAIN ST	Lot: 001, Blk: 001, Subd: ATRIUM, BLK: 001, LOT: 001, ADDN: ATRIUM	0.149	YHARTE BELINDA		$ 152,120
R000025951	605 N DALLAS ST	BLK: 023, N.50 OF SE/4, ADDN: HOMESTEAD	0.161	YOUNG ANDRE		$ 183,950
R000017952	807 N LORAINE ST	BLK: 001, LOT: 004 E.115, ADDN: ESTES	0.132	YOUNG MENS CHRISTIAN ASSO	E	$ -
R000017953	0 LORAINE ST	BLK: 001, LOT: 005 E.115, ADDN: ESTES	0.132	YOUNG MENS CHRISTIAN ASSO	E	$ -
R000017996	1011 WHITAKER ST	BLK: 006, LOT: 019, ADDN: ESTES	0.143	YOUNG MENS CHRISTIAN ASSO	E	$ -
R000017997	1013 WHITAKER ST	BLK: 006, LOT: 020 & STRIP 15, ADDN: ESTES, WIDE N OF LOT 20	0.187	YOUNG MENS CHRISTIAN ASSO	E	$ -
R000017955	808 WHITAKER ST	BLK: 001, LOT: 006 & 7 W/2, ADDN: ESTES	0.189	YOUNG MENS CHRISTIAN ASSO	E	$ -
R000017971	1017 WHITAKER ST	BLK: 005, LOT: 1A, ADDN: SPW ESTES, SEC 2	0.445	YOUNG MENS CHRISTIAN ASSO	E	$ -
R000017954	811 N LORAINE ST	BLK: 001, LOT: 006 & 7 E/2, ADDN: ESTES	0.189	YOUNG MENS CHRISTION ASSO	E	$ -
R000035081	311 N TERRELL ST	BLK: 020, LOT: 001, ADDN: ORIGINAL TOWN	0.161	ZARATE ERBY		$ 98,560
R000025926	602 N TERRELL ST	BLK: 021,M.50 OF SW/4, ADDN: HOMESTEAD	0.161	ZARATE SANDY ETAL		$ 45,220
R000041053	801 N MAIN ST	Lot: 003, Blk: 001, Subd: ATRIUM, BLK: 001, LOT: 003, ADDN: ATRIUM	0.178	ZUBIA LINDA HINOJOS		$ 182,620
R000025823	800 N MAIN ST	BLK: 009, LOT: 007, ADDN: HOMESTEAD	0.161	ZUBIA RICARDO		$ 155,190

EXHIBIT “B”
TIF Ordinance

ORDINANCE NO. 10448

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MIDLAND, TEXAS, PURSUANT TO CHAPTER 311 OF THE TEXAS TAX CODE, CREATING TAX INCREMENT FINANCING REINVESTMENT ZONE NUMBER TWO, CITY OF MIDLAND, TEXAS

WHEREAS, the City of Midland, Texas (the "City"), pursuant to Chapter 311 of the Texas Tax Code, as amended (the "Act"), may designate a geographic area within the City as a tax increment reinvestment zone if the area satisfies the requirements of the Act; and

WHEREAS, the Act provides that the governing body of a municipality by ordinance may designate a contiguous geographic area that is in the corporate limits of the municipality or the extraterritorial jurisdiction (the "ETJ") of the municipality to be a reinvestment zone if the governing body determines that development or redevelopment would not occur solely through private investment in the reasonably foreseeable future; and

WHEREAS, the City Council desires to promote the development of a certain contiguous geographic area in the City, which is more specifically described in ***Exhibits "A"*** and ***"B"*** of this Ordinance (the "Zone"), through the creation of a reinvestment zone as authorized by and in accordance with the Tax Increment Financing Act, codified at Chapter 311 of the Texas Tax Code; and

WHEREAS, pursuant to and as required by the Act, the City has prepared a *Preliminary Reinvestment Zone Project Plan and Financing Plan for Reinvestment Zone Number Two, City of Midland,* attached as ***Exhibit C*** (hereinafter referred to as the "Preliminary Project and Finance Plan") for a proposed tax increment reinvestment zone containing the real property within the Zone; and

WHEREAS, notice of the public hearing on the creation of the proposed zone was published in a newspaper having general circulation in the City on October 13, 2023, which date is before the seventh (7th) day before the public hearing held on October 24, 2023; and

WHEREAS, at the public hearing on October 24, 2023, interested persons were allowed to speak for or against the creation of the Zone, the boundaries of the Zone, and the concept of tax increment financing, and owners of property in the proposed Zone were given a reasonable opportunity to protest the inclusion of their property in the Zone; the public hearing was held in full accordance with Section 311.003(c) of the Act; and

WHEREAS, evidence was received and presented at the public hearing on October 24, 2023, and in favor of the creation of the Zone; and

WHEREAS, after all comments and evidence, both written and oral, were received by the City Council, the public hearing was closed on October 24, 2023; and

WHEREAS, the City has taken all actions required to create the Zone including, but not limited to, all actions required by the home-rule Charter of the City, the Act, the Texas Open Meetings Act (defined herein), and all other laws applicable to the creation of the Zone; and

WHEREAS, the percentage of the property in the proposed zone, excluding property that is public owned, that is used for residential purposes is less than thirty percent; and

WHEREAS, a Preliminary Project and Finance plan has been prepared for the proposed reinvestment zone.

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

SECTION ONE. RECITALS INCORPORATED.

The facts and recitations contained in the preamble of this Ordinance are hereby found and declared to be true and correct.

SECTION TWO. FINDINGS.

That the City Council, after conducting the above-described hearing and having heard the evidence and testimony presented at the hearing, has made the following findings and determined based on the evidence and testimony presented to it:

(a) That the public hearing on the expansion of the reinvestment zone has been properly called, held, and conducted and that notice of such hearing has been published as required by law; and

(b) That the creation of the proposed reinvestment zone with boundaries as described and depicted in ***Exhibits "A"*** and ***"B"*** will result in benefits to the City, its residents and property owners, in general, and to the property, residents, and property owners in the reinvestment zone; and

(c) That the proposed reinvestment zone, as defined in ***Exhibits "A"*** and ***"B"***, meets the criteria for the creation of a reinvestment zone set forth in the Act in that:

1. It is a geographic area located within the City limits of the City; and

2. That the City Council further finds and declares that the proposed zone meets the criteria and requirements of Section 311.005 of the Texas Tax Code because the proposed zone is predominantly open and, because of obsolete platting, deterioration of structures or site improvements, or other factors, substantially impair or arrest the sound growth of the City or county.

(d) That 30 percent or less of the property in the proposed reinvestment zone, excluding property dedicated to public use, is currently used for residential purposes; and

(e) That the total appraised value of all taxable real property in the proposed reinvestment zone according to the most recent appraisal rolls of the City, together with the total appraised value of taxable real property in all other existing reinvestment zones within the City, according to the most recent appraisal rolls of the City, does not exceed 50 percent of the current total appraised value of taxable real property in the City and in the industrial districts created by the City, if any; and

(f) That the improvements in the proposed reinvestment zone will significantly enhance the value of all taxable real property in the proposed reinvestment zone and will be of general benefit to the City or county; and

(g) That the development or redevelopment of the property in the proposed reinvestment zone will not occur solely through private investment in the reasonable foreseeable future.

SECTION THREE. DESIGNATION AND NAME OF THE ZONE.

Pursuant to the authority of, and in accordance with the requirements of the Act, the City Council hereby designates the area described and depicted in Exhibits "A" and "B" hereto as a tax increment reinvestment zone. The name assigned to the zone for identification is Reinvestment Zone Number Two, City of Midland, Texas (hereinafter referred to as the "Zone").

SECTION FOUR. BOARD OF DIRECTORS.

That a board of directors for the Zone ("Board") is hereby created. The Board shall consist of seven (7) members appointed by the City Council. The seven (7) members appointed by the City Council may include the Mayor and the members of the City Council.

The Board shall elect a chairman of the Board. The Board may elect a vice chairman and such other officers as the Board sees fit. Additionally, each taxing unit that levies taxes within the Zone and chooses to contribute all or part of the tax increment produced by the unit into the Tax Increment Fund may appoint two (2) members of the board. The number of directors on the Board of Directors shall be increased by two (2) for each taxing unit that appoints two (2) directors to the board; provided, that the maximum number of directors shall not exceed fifteen (15).

The Board shall make recommendations to the City Council concerning the administration, management, and operation of the Zone. The Board shall prepare and adopt a project plan and a reinvestment zone financing plan for the Zone and submit such plans to the City Council for its approval. The Board shall perform all duties imposed upon it by Chapter 311 of the Texas Tax Code and all other applicable laws.

The Board may establish and provide for the administration of one or more programs for the public purposes of developing and diversifying the economy of the Zone, eliminating unemployment and underemployment in the Zone, and developing or expanding transportation, business, and commercial activity in the Zone, including programs to make grants and loans from the Tax Increment Fund of the Zone in an aggregate amount not to exceed the amount of the tax increment produced by the City and paid into the Tax Increment Fund for the Zone for activities that benefit the Zone and stimulate business and commercial activity in the Zone; provided, however, that any such program shall be subject to final approval of the City Council. For the avoidance of doubt, the Board's establishment and administration of a program authorized by this paragraph, including but not limited to an agreement, amendment of an agreement, or renewal of an agreement authorized by Chapter 380, Local Government Code, in conjunction with Chapter 311, Local Government Code, shall be of no force or effect unless it is approved by the City Council.

Notwithstanding anything to the contrary herein, the Board shall not be authorized to (i) issues bonds; (ii) impose taxes or fees; (iii) exercise the power of eminent domain, or (iv) give final approval to the Zone's project plan and financing plan.

SECTION FIVE. DURATION OF THE ZONE.

That the Zone shall take effect immediately upon the passage and approval of this Ordinance, consistent with Section 311.004(a)(3) of the Act, and termination of the Zone shall occur upon any of the following: (i) on December 31, 2053 (with the final year's tax increment to be collected by September 1, 2054); (ii) at an earlier time designated by subsequent ordinance; (iii) at such time, subsequent to the issuance of tax increment bonds, if any, that all project costs, tax increment bonds, notes and other obligations of the Zone, and the interest thereon, have been paid in full, in accordance with Section 311.017 of the Act.

SECTION SIX. TAX INCREMENT BASE AND TAX INCREMENT.

That the tax increment base for the Zone, as defined by Section 311.012(c) of the Texas Tax Code, shall be the total appraised value of all real property in the Zone taxable by a taxing unit, determined as of January 1, 2023, which is the year in which the Zone was designated as a reinvestment zone.

The Tax Increment Fund shall consist of (i) the percentage of the tax increment, as defined by Section 311.012(a) of the Texas Tax Code, that each taxing unit which levies real property taxes in the Zone, other than the City, has elected to dedicate to the Tax Increment Fund under an agreement with the City authorized by Section 311.013(f) of the Texas Tax Code, (ii) one hundred percent (100%) of the City's tax increment, as defined by section 311.012(a) of the Texas Tax Code, subject to any binding agreement executed at any time by the City that pledges a portion of such tax increment or an amount of other legally available funds whose calculation is based on receipt of any portion of such tax increment.

SECTION SEVEN. TAX INCREMENT FUND.

That there is hereby created and established a "Tax Increment Fund" for the Zone which may be divided into such subaccounts as may be authorized by subsequent ordinance, into which all tax increments of the City, as such increments are described in the final project plan and reinvestment zone financing plan and may include administration costs, less any of the amounts not required to be paid into the Tax Increment Fund pursuant to the Act, are to be deposited. The Tax Increment Fund and any subaccounts are to be maintained in an account at the affiliated depository bank of the City and shall be secured in the manner prescribed by law for funds of Texas cities. In addition, all revenues from (i) the sale of any obligations hereafter issued by the City and secured in whole or in part from the tax increments; (ii) the sale of any property acquired as part of a tax increment financing plan adopted by the Board; and (iii) other revenues dedicated to and used in the Zone shall be deposited into the TIF Fund. Prior to the termination of the Zone, money shall be disbursed from the Tax Increment Fund only to pay project costs, as defined by the Texas Tax Code, for the Zone, to satisfy the claims of holders of tax increments bonds or notes issued for the Zone, or to pay obligations incurred pursuant to agreements entered into to implement the project plan and reinvestment zone financing plan and achieve their purpose pursuant to Section 311.010(b), Texas Tax Code.

SECTION EIGHT. SEVERABILITY CLAUSE.

Should any section, subsection, sentence, clause or phrase of this Ordinance be declared unconstitutional or invalid by a court of competent jurisdiction, it is expressly provided that any and all remaining portions of this Ordinance shall remain in full force and effect. The City hereby declares that it would have passed this Ordinance, and each section, subsection, clause or phrase thereof irrespective of the fact that any one or more sections, subsections, sentences, clauses and phrases be declared unconstitutional or invalid.

SECTION NINE. OPEN MEETINGS.

It is hereby found, determined, and declared that sufficient written notice of the date, hour, place and subject of the meeting of the City Council at which this Ordinance was adopted was posted at a place convenient and readily accessible at all times to the general public at the City Hall of the City for the time required by law preceding its meeting, as required by Chapter 551 of the Texas Government Code, and that this meeting has been open to the public as required by law at all times during which this Ordinance and the subject matter hereof has been discussed, considered and formally acted upon. The City Council further ratifies, approves and confirms such written notice and the contents and posting thereof.

SECTION TEN. EFFECTIVE DATE.

This Ordinance shall take effect immediately upon its adoption and publication in accordance with and as provided by law.

The above and foregoing ordinance was duly proposed, read in full and adopted on first reading, the 24th day of October, A.D., 2023; and passed to second reading on motion of Council member Ladd, seconded by Council member Norman, by the following vote:

Council members voting "AYE": Stretcher Burkes, Corrales, Poole, Blong, Dufford, Ladd, Norman

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 Norman, seconded by Council member Dufford, on the 14th day of November, A.D., 2023, at a regular meeting of the City Council:

Council members voting "AYE": Stretcher Burkes, Poole, Blong, Dufford, Ladd, Norman

Council members voting "NAY": None

PASSED AND APPROVED THIS 14th day of November, A.D., 2023.

Lori Merritt Blong, Mayor

ATTEST:

Marcia Bentley-German, City Secretary

APPROVED ONLY AS TO FORM:

John Ohnemiller, City Attorney

EXHIBIT A

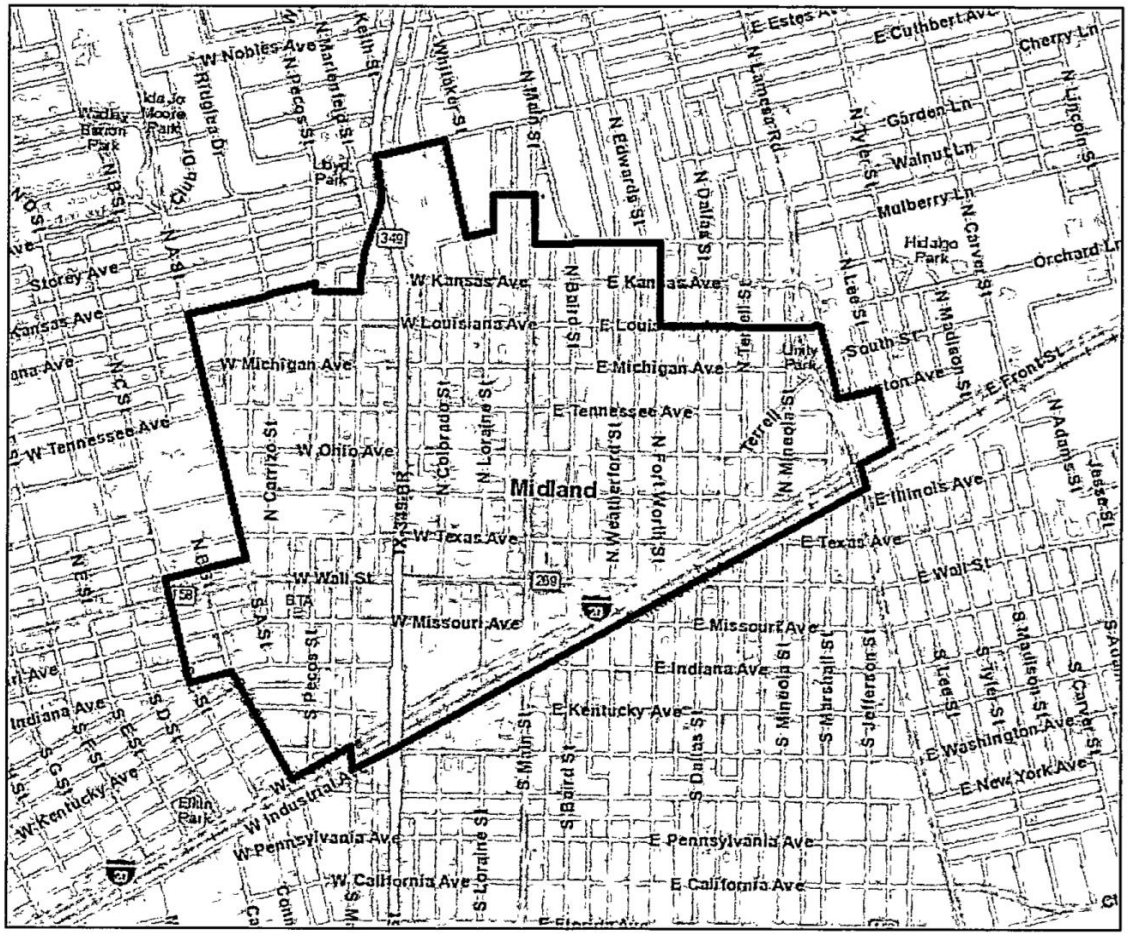
BOUNDARY DESCRIPTION

The proposed boundaries of the Zone, being land all within the City and County of Midland, Texas, are described as follows:

Beginning at a point being the SW corner of "C" St. and Indiana Ave. proceeding north along the western right-of-way line of "C" St. to the NW corner of "C" St. and the EW alley in Block 13, West End Addition, then east along the northern boundary of said alley, across "B" St. to the EW alley in Block 14, West End Addition, then east along the northern boundary of said alley, to the western right-of way line of "A" St., then north along the western right-of-way line of "A" St. to the NW corner of "A" St. and the EW alley in Block 1, Country Club Addition, then east along the northern boundary of said alley, across Carrizo St., to the EW alley in Block 1, Elmwood Addition, then east along the northern boundary of said alley to the NW corner of said alley and Pecos St., then south along the western right-of-way line of Pecos St. to the NW corner of Pecos St. and Kansas Ave., then east along the northern right-of-way line of Kansas Ave. to the NW corner of Kansas Ave. and Marienfeld St., then north along the western right-of-way line of Marienfeld St. to the intersection of Marienfeld St. and Big Spring St., then north along the western right-of-way line of Big Spring St. to the NW corner of Big Spring St. and Cuthbert Ave., then east along the northern right-of-way line of Cuthbert Ave. to the NE corner of Cuthbert Ave. and Whitaker St, then south along the eastern right-of-way line of Whitaker St. to the NE corner of Whitaker St. and Walcott St., then east along the northern right-of-way line of Walcott St. to the western right-of-way line of Loraine St, then north along the western right-of-way line of Loraine St. to the NW corner of Loraine St. and the continuation of Walcott St., then east along the northern right-of-way line of Walcott St. to the NE corner of Walcott St. and Main St., then south along the eastern right-of-way line of Main St. to the NE corner of Main St. and the EW alley between Block 1, Richardson Addition and Block 9, Homestead Addition, then east along the northern boundary of said alley to the northern right-of-way line of Mississippi Ave. then east along said line to the NE corner of Mississippi Ave. and Fort Worth St., then south along the eastern right-of-way line of Fort Worth St. to the NE corner of Fort Worth St. and Louisiana Ave., then east along the northern right-of-way line of Louisiana Ave. to the NS alley between Lot 1, Block 20, Original Town Addition and Block 52, East Midland Addition, then south along the eastern boundary of said alley to the southern right-of-way line of South St., then west along said line to the SE corner of South St. and Lamesa Rd., then south along the eastern right-of-way line of Lamesa Rd. to the NE corner of Lamesa Rd. and Houston Ave., then east along the northern right-of-way line of Houston Ave. to the NE corner of Houston Ave. and Lee St., then south along the eastern right-of-way line of Lee St. to the SE corner of Lee St. and Front Ave., then west along the southern right-of-way line of Front Ave. to the SE corner of Front Ave. and Lamesa Rd., then south along the eastern right-of-way line of Lamesa Rd. to the SE corner of Lamesa Rd. and Industrial Ave., then west along the southern right-of-way line of Industrial Ave. to the SW corner of Industrial Ave. and Marienfeld St., then north along the western right-of-way line of Marienfeld St. to the SW corner of Marienfeld St. and Front Ave., then west along the southern right-of-way line of Front Ave. to the SW corner of Front Ave. and "B" St., then north along the western right-of-way line of "B" St. to the SW corner of "B" St. and Indiana Ave., then west along the southern right-of-way line of Indiana Ave. to the SW corner of Indiana Ave. and "C" St., being the point of beginning.

EXHIBIT B

BOUNDARY MAP



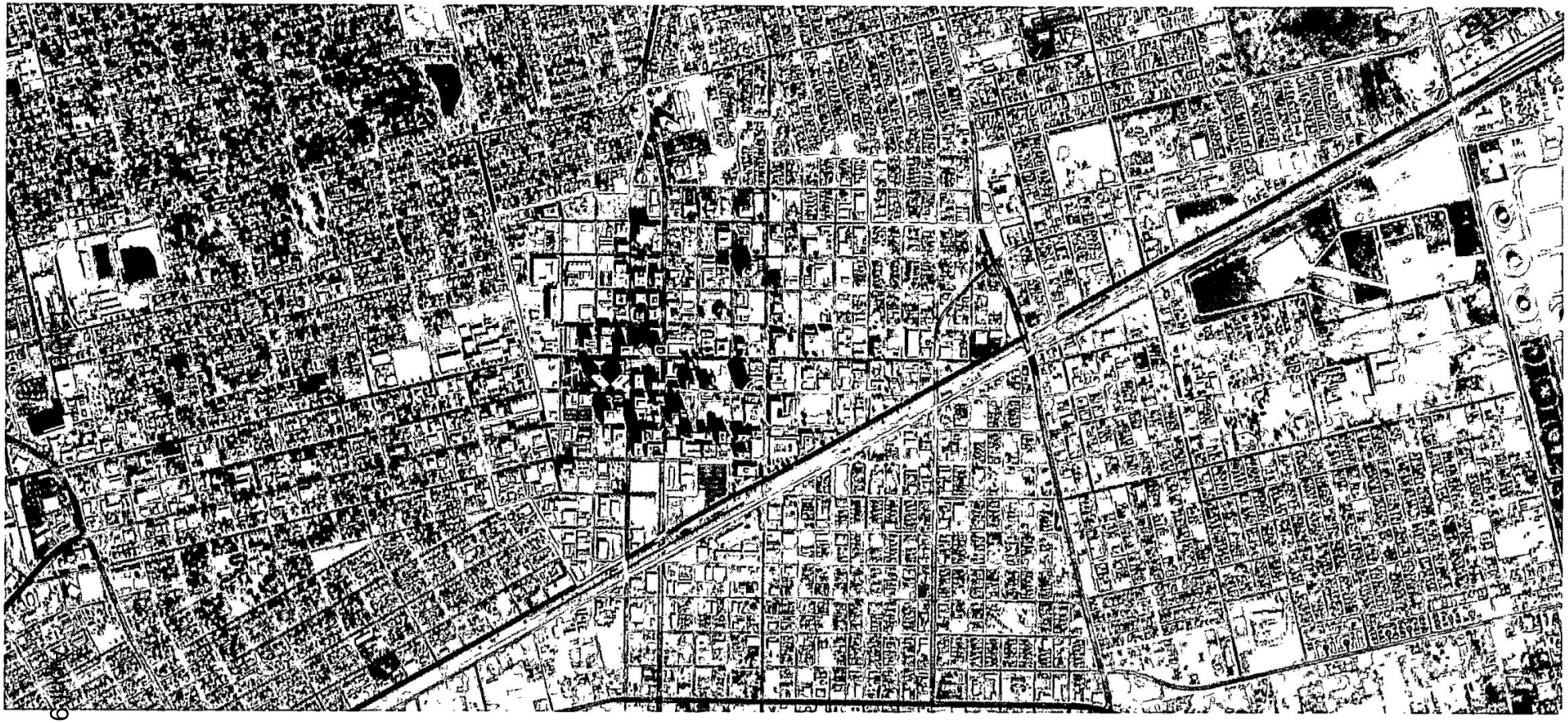
- TIRZ Boundary

EXHIBIT C

PRELIMINARY PROJECT PLAN AND FINANCE PLAN

PRELIMINARY PROJECT AND FINANCING PLAN
OCTOBER 2023

Tax Increment Reinvestment Zone #2
City of Midland, Texas



DRAFT
October 9, 2024

DAVID PETTIT
Economic Development

PACKET 13.57 April 9, 2024

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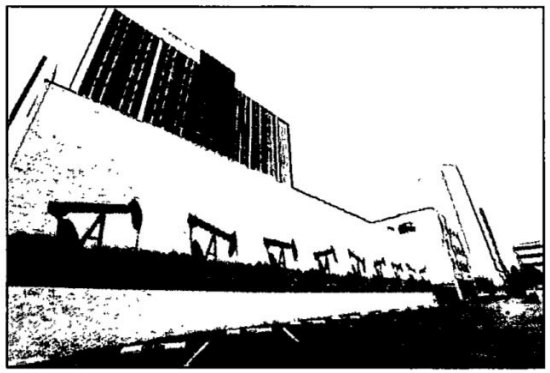
- Introduction 1
- TIRZ Boundary 2
- Current Conditions & Ownership 3
- Proposed Development 4
- Project Costs 5
- Financial Feasibility Analysis 7
- Terms and Conditions 14
- Appendix A 15

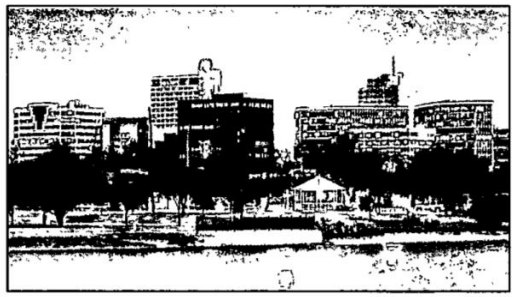
DISCLAIMER

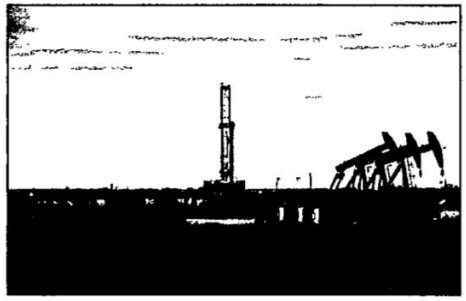
Our conclusions and recommendations are based on current market conditions and the expected performance of the national, and/or local economy and real estate market. Given that economic conditions can change and real estate markets are cyclical, it is critical to monitor the economy and real estate market continuously, and to revisit key project assumptions periodically to ensure that they are still justified.

The future is difficult to predict, particularly given that the economy and housing markets can be cyclical, as well as subject to changing consumer and market psychology. There will usually be differences between projected and actual results because events and circumstances frequently do not occur as expected, and the differences may be material.









Midland, Texas has an estimated population of 131,325 and is the county seat of Midland County. A small part of Midland is in Martin County. Midland is conveniently located in West Texas on Interstate 20 halfway between Fort Worth and El Paso. Midland is easily accessible via Midland International Air & Space Port that is serviced daily by American, Southwest, and United Airlines. Kenan Institute's American Growth Project has projected Midland, Texas, to be the fastest-growing economy among the 100 largest midsize cities in the U.S. for 2023.

Thanks to its prime location in the Permian Basin, Midland's economy has been heavily influenced by the oil and gas industry, yet this region continues to diversify across new industries each year including aerospace and distribution. Midland prides itself in having a highly skilled workforce, with nearly twice the national average of educated engineers. The regional labor pool inicudes 253,000 professionals with the educational expertise and technical aptitude to serve in any industry.

Downtown Midland is home to restaurants, bars, retail spaces, financial services, creative agencies, and arts and cultural organizations, and aims to be a progressive hub of diverse activities attracting and connecting businesses, the community, and visitors.

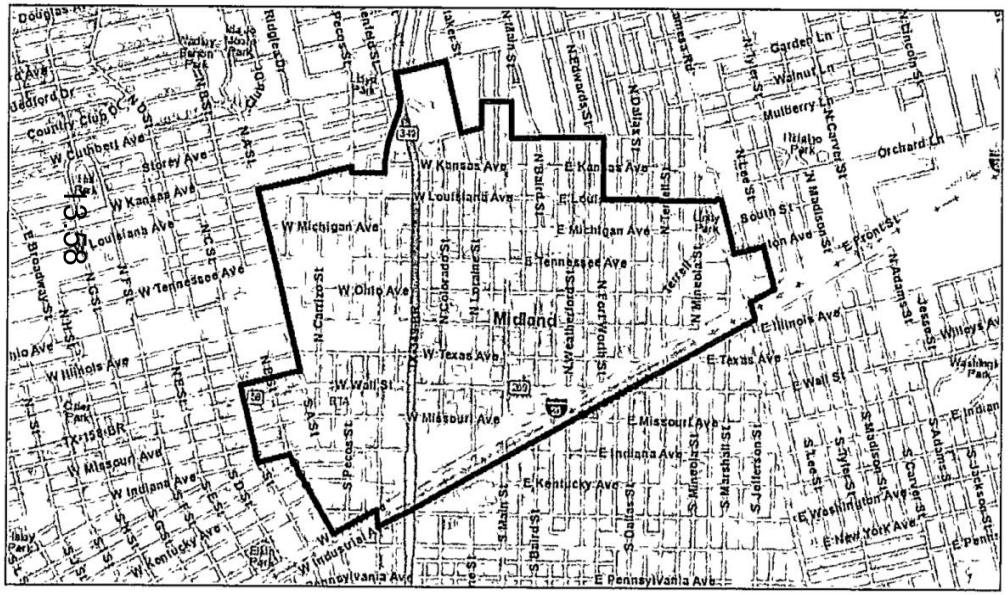
Introduction

Tax Increment Reinvestment Zone #2, City of Midland

Tax Increment Financing (TIF) is a tool used to promote both new development and redevelopment within a specified geographic area. A city may designate a geographic area targeted for new development and redevelopment that would not occur but for the designation of the geographic area as a Tax Increment Reinvestment Zone (TIRZ).

On November 14, 2023, the City Council of the City of Midland, Texas (the "Council"), pursuant to Chapter 311 of the Texas Tax Code, will consider an ordinance to designate a contiguous geographic area within the City limits as Reinvestment Zone Number Two, City of Midland, Texas. The goal of Tax Increment Reinvestment Zone #2 (TIRZ #2) is to fund the construction of needed public infrastructure and to encourage private development that will yield additional tax revenue to all local taxing jurisdictions.

This preliminary project and financing plan outlines the funding of $70,726,022 in public improvements related to water, sanitary sewer, and storm water facilites, as well as street and intersection improvements, open space and park facilities, utilities and street lighting, and economic development grants. The TIRZ can fund these improvements through ad valorem participation of eligible taxing jurisdictions, including the City of Midland. Without the implementation of the TIRZ, the specified property would continue to impair the sound growth of the municipality.



- TIRZ Boundary

TIRZ Boundary

PACKET 15.59 April 9, 2014

Boundary Description

TIRZ #2 consists of approximately 449 acres located within the city limits of the City of Midland. The legal description for the zone is described in detail below.

Legal Description TIRZ #2

Beginning at a point being the SW corner of "C" St. and Indiana Ave. proceeding north along the western right of way line of "C" St. to the NW corner of "C" St. and the EW alley in Block 13, West End Addition, then

East along the northern boundary of said alley, across "B" St. to the EW alley in Block 14, West End Addition, then

East along the northern boundary of said alley, to the western right-of way line of "A" St., then

North along the western right of way line of "A" St. to the NW corner of "A" St. and the EW alley in Block 1, Country Club Addition, then

East along the northern boundary of said alley, across Carrizo St., to the EW alley in Block 1, Elmwood Addition, then

East along the northern boundary of said alley to the NW corner of said alley and Pecos St., then

South along the western right-of-way line of Pecos St. to the NW corner of Pecos St. and Kansas Ave., then

East along the northern right of way line of Kansas Ave. to the NW corner of Kansas Ave. and Marienfeld St., then

North along the western right of way line of Marienfeld St. to the intersection of Marienfeld St. and Big Spring St., then

North along the western right of way line of Big Spring St. to the NW corner of Big Spring St. and Cuthbert Ave., then

East along the northern right of way line of Cuthbert Ave. to the NE corner of Cuthbert Ave. and Whitaker St, then

South along the eastern right of way line of Whitaker St. to the NE corner of Whitaker St. and Walcott St., then

East along the northern right of way line of Walcott St. to the western right-of-way line of Loraine St, then

North along the western right of way line of Loraine St. to the NW corner of Loraine St. and the continuation of Walcott St., then

East along the northern right of way line of Walcott St. to the NE corner of Walcott St. and Main St., then

South along the eastern right of way line of Main St. to the NE corner of Main St. and the EW alley between Block 1, Richardson Addition and Block 9, Homestead Addition, then

East along the northern boundary of said alley to the northern right of way line of Mississippi Ave., then

East along said line to the NE corner of Mississippi Ave. and Fort Worth St., then

South along the eastern right of way line of Fort Worth St. to the NE corner of Fort Worth St. and Louisiana Ave., then

East along the northern right of way line of Louisiana Ave. to the NS alley between Lot 1, Block 20, Original Town Addition and Block 52, East Midland Addition, then

South along the eastern boundary of said alley to the southern right of way line of South St., then

West along said line to the SE corner of South St. and Lamesa Rd., then

South along the eastern right of way line of Lamesa Rd. to the NE corner of Lamesa Rd. and Houston Ave., then

East along the northern right of way line of Houston Ave. to the NE corner of Houston Ave. and Lee St., then

South along the eastern right of way line of Lee St. to the SE corner of Lee St. and Front Ave., then

West along the southern right of way line of Front Ave. to the SE corner of Front Ave. and Lamesa Rd., then

South along the eastern right of way line of Lamesa Rd. to the SE corner of Lamesa Rd. and Industrial Ave., then

West along the southern right of way line of Industrial Ave. to the SW corner of Industrial Ave. and Marienfeld St., then

North along the western right of way line of Marienfeld St. to the SW corner of Marienfeld St. and Front Ave., then

West along the southern right of way line of Front Ave. to the SW corner of Front Ave. and "B" St., then

North along the western right of way line of "B" St. to the SW corner of "B" St. and Indiana Ave., then

West along the southern right of way line of Indiana Ave. to the SW corner of Indiana Ave. and "C" St., being the point of beginning.

Current Conditions

PACKET

Land Use

The land within the zone is primarily developed with commercial uses that are well positioned for redevelopment. There are also various surface parking lots that are well positioned to be utilized for new development.

Method of Relocating Persons to be Displaced

It is not anticipated that any persons will be displaced or need to be relocated as result of the implementation of the TIRZ.

Current Ownership

There are currently 728 parcels within Tax Increment Reinvestment Zone #2, some of which are owned by the City of Midland. The 2023 estimated taxable base value of the property within the TIRZ is $683,794,052. The 2023 base value will need to be verified by Midland County Appraisal District when the final values are available. For further details of parcels included within the TIRZ see **Appendix A.**

Zoning

The property may need to be rezoned to accomodate any future development. It is not anticipated there will be any changes to the City of Midland zoning ordinance, master plan, building codes, subdivision rules and regulations or other municipal ordinances as a result of the TIRZ.

13.60

April 9, 2024

Proposed Development

PACKET: 13,61

Anticipated Development

The land within the zone is well positioned for future development and redevelopment, with opportunities to adapt existing buildings into new uses, including the conversion of office to multifamily. Adaptive reuse includes the repurposing of any vacant or underused building for a new and better use. The ongoing adoption of a remote or hybrid work model is adding office space to the existing inventory of office buildings with high vacancy rates. At the same time, the cost of single-family homes is increasing, creating demand for rental housing. RealPage, a leading global provider of software and data analytics to the real estate industry, reported in May of 2023 that, "The Midland/Odessa apartment market claimed the nation's most impressive revenue growth during the past year. Revenues were up 17.9% in the year-ending April in this market with less than 28,000 apartment units, according to data from RealPage Market Analytics. Most of that increase was on the rent growth side of the equation, as effective asking prices were up 17.2% year-over-year as of April. Meanwhile, occupancy climbed 70 basis points. Both of those annual increases were also nation-leading data points. Inspiring revenue growth, Midland/Odessa ranked in the top 10 nationally for annual apartment demand, absorbing over 1,350 units in the year-ending 1st quarter." Based on market trends of adaptive reuse in Downtown areas throughout the country, high demand for multifamily, and decreasing demand for office, DPED projects additional multifamily units will be added within the TIRZ during the term of the TIRZ, both through adaptive reuse and new construction. Retail demand to support the increase in population downtown is anticipated to increase, leading to the occupancy of existing vacant retail spaces, adaptive reuse of existing underutilized office space, and limited new construction.

According to the Plasencia Group, a national hospitality sales, investment consulting and advisory firm with offices across the country, the Permian Basin oil patch in West Texas, headlined by the cities of Midland and Odessa, is now thriving in terms of RevPAR performance. It reports that Midland-Odessa is the top performing market in terms of RevPAR growth as of June 2023. Based on these positive market trends, and known development plans shared by City leadership, DPED projects that hotel projects will be developed during the term of the TIRZ.

The table below provides an overview of the scope and timing of potential development that DPED projects could occur during the life of the TIRZ, based on market trends and input from the Development community and City leadership. It is anticipated that the development that occurs within the TIRZ could be financed in part by incremental real property tax generated within the TIRZ.

	Projected Completion Date	Units/SF	RP Taxable Value per Unit/SF	Incremental Value
TIRZ #2				
Hotel	2025	80	$ 100,000	$ 8,000,000
Hotel	2026	135	$ 100,000	$ 13,500,000
Multifamily	2027	175	$ 150,000	$ 26,250,000
Multifamily - Adaptive Reuse	2027	50	$ 90,000	$ 4,500,000
Retail	2028	2,500	$ 500	$ 1,250,000
Multifamily	2029	175	$ 150,000	$ 26,250,000
Multifamily - Adaptive Reuse	2029	50	$ 90,000	$ 4,500,000
Retail	2030	2,500	$ 500	$ 1,250,000
Total				

April 9, 2024

Project Costs

PACKET 362

Project Costs of the Zone

There are a number of improvements within Tax Increment Reinvestment Zone #2 that will be financed by in part by incremental real property tax generated within the TIRZ.

Proposed Project Costs - TIRZ #2			
Public Utilities	**$**	**9,901,643**	**14.0%**
Water Facilities and Improvements, Sanitary Sewer Facilities and Improvements, Storm Water Facilities and Improvements			
Parking and Transit Improvements	**$**	**17,681,506**	**25.0%**
Street and Intersection Improvements	**$**	**7,072,602**	**10.0%**
Pedestrian Enhancements	**$**	**10,608,903**	**15.0%**
Streetscape, lighting, public art, and other amenities that enhance the pedestrian experience			
Open Space, Park and Recreation Facilities and Improvements, Public Facilities and Improvements	**$**	**7,072,602**	**10.0%**
Economic Development Grants	**$**	**17,681,506**	**25.0%**
Administrative Costs	**$**	**707,260**	**1.0%**
Total	$	70,726,022	100.0%

The categories listed in the table above outline various public improvements, and are meant to include all projects eligible under Chapter 311, Section 311.002 of the Texas Tax Code.The costs illustrated in the table above are estimates and may be revised. Savings from one line item may be applied to a cost increase in another line item. The $70,726,022 project cost total amount shall be considered a cap on expenditures that shall not be exceeded without an amendment to the project and financing plan.

Economic Development Grants may include grants, loans, and services for public and private development. Chapter 380 of the Local Government Code grants municipalities in Texas the authority to offer grants and loans of public funds to stimulate economic development. Section 311.010 (h) of the Texas Tax Code details the authority of Chapter 380 within a project and financing plan and limits the aggregate amount not to exceed the amount of tax increment produced by the municipality and paid into the tax increment fund for the zone for activities that benefit the zone and simulate business and commercial activity in the zone.

The project costs are anticipated to be incurred over the term of the TIRZ, subject to demand for development driven by market conditions. It is anticipated that the individual TIRZ project costs will be evaluated on a case-by-case basis consistent with Chapter 311, Section 311.002, and brought forward to the TIRZ Board and City Council for consideration

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Chapter 311 of the Texas Tax Code

Sec. 311.002.

(1) "Project costs" means the expenditures made or estimated to be made and monetary obligations incurred or estimated to be incurred by the municipality or county designating a reinvestment zone that are listed in the project plan as costs of public works, public improvements, programs, or other projects benefiting the zone, plus other costs incidental to those expenditures and obligations. "Project costs" include:

(A) capital costs, including the actual costs of the acquisition and construction of public works, public improvements, new buildings, structures, and fixtures; the actual costs of the acquisition, demolition, alteration, remodeling, repair, or reconstruction of existing buildings, structures, and fixtures; the actual costs of the remediation of conditions that contaminate public or private land or buildings; the actual costs of the preservation of the facade of a public or private building; the actual costs of the demolition of public or private buildings; and the actual costs of the acquisition of land and equipment and the clearing and grading of land;

(B) financing costs, including all interest paid to holders of evidences of indebtedness or other obligations issued to pay for project costs and any premium paid over the principal amount of the obligations because of the redemption of the obligations before maturity;

(C) real property assembly costs;

(D) professional service costs, including those incurred for architectural, planning, engineering, and legal advice and services;

(E) imputed administrative costs, including reasonable charges for the time spent by employees of the municipality or county in connection with the implementation of a project plan;

(F) relocation costs;

(G) organizational costs, including the costs of conducting environmental impact studies or other studies, the cost of publicizing the creation of the zone, and the cost of implementing the project plan for the zone;

(H) interest before and during construction and for one year after completion of construction, whether or not capitalized;

(I) the cost of operating the reinvestment zone and project facilities;

(J) the amount of any contributions made by the municipality or county from general revenue for the implementation of the project plan;

(K) the costs of school buildings, other educational buildings, other educational facilities, or other buildings owned by or on behalf of a school district, community college district, or other political subdivision of this state; and

(L) payments made at the discretion of the governing body of the municipality or county that the governing body finds necessary or convenient to the creation of the zone or to the implementation of the project plans for the zone.

PACKET 3863

Public Facilities includes but is not limited to:

Water Facilities and Improvements: This category includes TIRZ eligible expenditures for design, engineering and construction of water facilities and improvements that support the development and redevelopment of the downtown TIRZ.

Sanitary Sewer Facilities and Improvements: This category includes TIRZ eligible expenditures for design, engineering and construction of structures or systems designed for the collection, transmission, treatment, or disposal of sewage, and includes trunk mains, interceptors, treatment plants and disposal systems.

Storm Water Facilities and Improvements: The downtown TIF district has an aging infrastructure, making proper utility drainage an important component of the project plan. Utility drainage encompasses the physical provisions to accommodate and regulate stormwater runoff to preclude excessive erosion and sedimentation and to control and regulate the rate of flow. Facilities/systems can include natural features and conduits, channels, ditches, swales, pipes, detention devices or other devices designed or intended to carry, direct, detain or otherwise control stormwater.

Parking and Transit Improvements: Parking structures, whether newly constructed or existing, may be utilized to encourage denser development and support public access to commercial, residential, and retail developments at future mixed-use or transit-oriented developments. Parking includes, but is not limited to, parking garages; surface parking; parking lighting; parking signage and wayfinding, parking meters/ kiosks and electrical charging stations. The goal is to create compact, walkable, pedestrian-centered developments to enhance and act as a catalyst to spur additional development and redevelopment in the district.

Street and Intersection Improvements and Pedestrian Enhancements: The TIRZ will encourage the construction of multi-functional, pedestrian-oriented, aesthetically-pleasing, safe, and inviting street for residents and visitors. Creating a pleasing public realm supports and encourages a wide variety of new development and investment. Elements of complete streets include the building to building improvements which may encompass: sidewalks, shared travel lanes (e.g. bus and bicycle), parallel and angled parking, pedestrian crosswalks, pedestrian and emergency bulb (American with Disabilities Act (ADA) accessibility), awnings, street improvements, planters, pedestrian street furniture, bike racks and pedestrian lighting. This includes public art and other amenities that enhance the pedestrian experience.

Open Space, Park and Recreation Facilities and Improvements, Public Facilities and Improvements: Public open space is an important amenity in a Downtown area. Park amenities and open spaces communicate the identity of the place and enhance property values. The TIRZ should encourage the identification and set aside of open space and/or places for public amenities, particularly in the vicinity of catalystic investment areas. In accordance with Sec. 311.008(4B), TIRZ funds may be used to acquire, construct, reconstruct, or install public works, facilities, or sites or other public improvements. Costs of design, improvements, and land acquisition are TIRZ eligible expenses and can be funded from this category.

Economic Development Grants: This may include grants, loans, and services for public and private development. Eligible TIRZ project costs are not limited to public uses and may also include projects that involve: historic preservation, demolition, environmental remediation and economic development grants. Chapter 380 of the Local Government Code grants municipalities in Texas the authority to offer grants and loans of public funds to stimulate economic development. Section 311.010 (h) of the Texas Tax Code details the authority of Chapter 380 within a project and financing plan and limits the aggregate amount not to exceed the amount of tax increment produced by the municipality and paid into the tax increment fund for the zone for activities that benefit the zone and simulate business and commercial activity in the zone.

Administrative Costs: Administrative costs, including reasonable charges for the time spent by employees of the City, to assist with implementation within the TIRZ will be eligible for reimbursement as project costs, upon approval by the Board of Directors and in connection with the implementation of the Project and Financing Plan. Other related administrative expenses including legal fees and consulting fees of the City, management expenses, meeting expenditures and equipment are included in this category.

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PACKET 13.04

Method of Financing

To fund the public improvements outlined on the previous page, the City of Midland will contribute 100% of the real property increment within the Zone. Subject to separate yet to be negotiated interlocal agreements, Midland County, Midland Hospital, and Midland College may contribute up to 100% of the real property increment within the Zone. Subject to a separate yet to be negotiated interlocal agreement, Midland ISD may contribute up to 100% of the real property increment generated from the Interest and Sinking (I&S) portion of its tax rate within the Zone.

Debt Service

It is not anticipated at this time that the TIRZ will incur any bonded indebtedness.

Economic Feasibility Study

A taxable value analysis was developed as part of the project and financing plan to determine the economic feasibility of the project. The study examined the expected tax revenue the TIRZ would receive based on the previously outlined developments. A summary overview of the anticipated development square footages, the anticipated sales per square foot and the anticipated taxable value per square foot can be found on the following pages.

The following pages show the estimated captured appraised value of the zone during each year of its existence and the net benefits of the zone to each of the local taxing jurisdictions as well as the method of financing and debt service.

Utilizing the information outlined in this feasibility study, DPED has found that the TIRZ is economically feasible and will provide the City and other taxing jurisdictions with economic benefits that would not occur without its implementation.

TIRZ #2	Real Property Tax - 2023 Rates		Participation	
	City of Midland	0.35066200	100%	0.3506620
	Midland County	0.12040000	0%	0.0000000
	Midland Hospital	0.07312000	0%	0.0000000
	Midland College	0.07741000	0%	0.0000000
	Midland ISD	0.87950000	0%	0.0000000
		1.50109200		**0.3506620**

	Personal Property Tax		Participation	
	City of Midland	0.35066200	0%	0.0000000
	Midland County	0.12040000	0%	0.0000000
	Midland Hospital	0.07312000	0%	0.0000000
	Midland College	0.07741000	0%	0.0000000
	Midland ISD	0.87950000	0%	0.0000000
		1.50109200		**0.0000000**

	Sales Tax		Participation	
	City of Midland	0.01250000	0%	0.0000000
	Midland County	0.00500000	0%	0.0000000
		0.01750000		**0.00000000**

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Financial Feasibility Analysis - Development Input

► *INPUT*

INFLATION RATE	3.50%

DISCOUNT RATE	8.00%

REAL PROPERTY TAX		PARTICIPATION	
City of Midland	0.35066200	100%	0.3506620
Midland County	0.12040000	0%	0.0000000
Midland Hospital	0.07312000	0%	0.0000000
Midland College	0.07741000	0%	0.0000000
Midland ISD	0.87950000	0%	0.0000000
	1.50109200		0.3506620

PERSONAL PROPERTY TAX		PARTICIPATION	
City of Midland	0.35066200	0%	0.0000000
Midland County	0.12040000	0%	0.0000000
Midland Hospital	0.07312000	0%	0.0000000
Midland College	0.07741000	0%	0.0000000
Midland ISD	0.87950000	0%	0.0000000
	1.50109200		0.0000000

City of Midland	0.0125000	0.00%	0.0000000
Midland County	0.0050000	0.00%	0.0000000

	Year	AREA SF/UNITS	REAL PROPERTY $ / SF	REAL PROPERTY TAX VALUE	PERSONAL PROPERTY $ / SF	PERSONAL PROPERTY TAX VALUE	SALES $ / SF	SALES TAX VALUE
Hotel	2025	80	$ 100,000.00	$ 8,000,000	$ -	$ -	$ -	$ -
Hotel	2026	135	$ 100,000.00	$ 13,500,000	$ -	$ -	$ -	$ -
Multifamily	2027	175	$ 150,000.00	$ 26,250,000	$ -	$ -	$ -	$ -
Multifamily - Adaptive Reuse	2027	50	$ 90,000.00	$ 4,500,000	$ -	$ -	$ -	$ -
Retail	2028	2,500	$ 500.00	$ 1,250,000	$ -	$ -	$ 500.00	$ 1,250,000
Multifamily	2028	175	$ 150,000.00	$ 26,250,000	$ -	$ -	$ -	$ -
Multifamily - Adaptive Reuse	2029	50	$ 90,000.00	$ 4,500,000	$ -	$ -	$ -	$ -
Retail	2030	2,500	$ 500.00	$ 1,250,000	$ -	$ -	$ 500.00	$ 1,250,000
	TOTAL	5,665		85,500,000		-		2,500,000

► *OUTPUT*

TOTAL TAX REVENUE		TOTAL		REAL PROPERTY		PERSONAL PROPERTY		SALES	
City of Midland	23.4%	$ 14,546,699	=	$ 14,546,699	+	$ -	+	$ -
Midland County	8.0%	$ 4,994,617	=	$ 4,994,617	+	$ -	+	$ -
Midland Hospital	4.9%	$ 3,033,276	=	$ 3,033,276	+	$ -	+	$ -
Midland College	5.2%	$ 3,211,240	=	$ 3,211,240	+	$ -	+	$ -
Midland ISD	58.5%	$ 36,484,768	=	$ 36,484,768	+	$ -	+	$ -
	100.0%	62,270,600		$ 62,270,600		$ -		$ -
		100.0%		100.0%		0.0%		0.0%

TOTAL PARTICIPATION		TOTAL		REAL PROPERTY		PERSONAL PROPERTY		SALES	
City of Midland	100.0%	$ 14,546,699	=	$ 14,546,699	+	$ -	+	$ -
Midland County	0.0%	$ -	=	$ -	+	$ -	+	$ -
Midland Hospital	0.0%	$ -	=	$ -	+	$ -	+	$ -
Midland College	0.0%	$ -	=	$ -	+	$ -	+	$ -
Midland ISD	0.0%	$ -	=	$ -	+	$ -	+	$ -
	100.0%	$ 14,546,699		$ 14,546,699		$ -		$ -
		100.0%		100.0%		0.0%		0.0%

NET BENEFIT		TOTAL		REAL PROPERTY		PERSONAL PROPERTY		SALES	
City of Midland	0.0%	$ -	=	$ -	+	$ -	+	$ -
Midland County	10.5%	$ 4,994,617	=	$ 4,994,617	+	$ -	+	$ -
Midland Hospital	6.4%	$ 3,033,276	=	$ 3,033,276	+	$ -	+	$ -
Midland College	6.7%	$ 3,211,240	=	$ 3,211,240	+	$ -	+	$ -
Midland ISD	76.4%	$ 36,484,768	=	$ 36,484,768	+	$ -	+	$ -
	100.0%	$ 47,723,901		$ 47,723,901		$ -		$ -
		100.0%		100.0%		0.0%		0.0%

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AGENDA 2024

Financial Feasibility Analysis - Development Worksheet

Tax Revenue Projections

Calendar Year	0	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30
TOTAL TAX REVENUE																															
REAL PROPERTY		2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039	2040	2041	2042	2043	2044	2045	2046	2047	2048	2049	2050	2051	2052	2053
Hotel	Taxable Value Per Unit	100,000	102,500	107,123	110,872	114,752	118,769	122,926	127,228	131,681	136,290	141,060	145,997	151,107	156,348	161,869	167,535	173,399	179,468	185,749	192,250	198,979	205,943	213,151	220,611	228,333	236,324	244,594	253,157	262,017	271,188	280,679
	Cumulative Units	-	-	-	80	215	215	215	215	215	215	215	215	215	215	215	215	215	215	215	215	215	215	215	215	215	215	215	215	215	215	215
	Hotel Taxable Value				8,869,743	24,671,745	25,535,256	26,429,990	27,354,964	28,311,364	29,302,293	30,327,872	31,389,348	32,487,976	33,625,055	34,801,932	36,020,000	37,280,700	38,585,524	39,936,818	41,313,778	42,780,491	44,277,777	45,827,499	47,431,481	49,091,582	50,809,787	52,589,109	54,429,693	56,333,697	58,305,376	60,345,052
Multifamily	Taxable Value Per Unit	150000	155 250	160,684	166 368	172 128	178 153	184 368	190 842	197 521	204 435	211 590	218 993	226 680	234 583	242 804	251 302	260 098	269 201	278 623	288 375	298 468	308 913	319 727	330 917	342 499	354 487	366 894	379 725	393 026	406 782	421 018
	Cumulative Units	-	-	-	-	-	173	173	330	350	350	350	350	350	350	350	350	350	350	350	350	350	350	350	350	350	350	350	350	350	350	350
	Multifamily Taxable Value						31,178,766	32,267,852	66,796,681	68,138,614	71,552,111	74,058,633	76,648,410	79,331,105	82,107,683	84,981,692	87,955,816	91,034,297	94,220,498	97,518,183	100,931,318	104,464,013	108,120,152	111,904,258	115,821,010	119,874,716	124,070,392	128,412,854	132,907,373	137,558,928	142,373,586	147,356,599
Multifamily - Adaptive Reuse	Taxable Value Per Unit	90 000	93 150	96 410	99 783	103,277	106 882	110 633	114,503	118,513	122 681	126 954	131 397	135 996	140 756	145 683	150 781	156 059	161 521	167 174	173 025	179 081	185 348	191 838	198 550	205 500	212 692	220 138	227 841	235 815	244 069	252 611
	Cumulative Units	-	-	-	-	-	50	50	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100
	Multifamily Taxable Value						5,344,580	5,531,640	11,450,512	11,851,201	12,266,078	12,695,389	13,139,727	13,599,618	14,075,605	14,568,251	15,078,128	15,605,874	16,152,090	16,717,453	17,302,512	17,908,100	18,534,892	19,183,604	19,855,070	20,549,858	21,268,203	22,012,027	22,781,388	23,581,548	24,409,902	25,267,143
Retail	Taxable Value Per SF	500	518	536	554	574	594	615	636	658	681	705	730	756	782	809	838	867	897	929	961	995	1,030	1,066	1,103	1,142	1,182	1,223	1,266	1,310	1,356	1,403
	Cumulative SF	-	-	-	-	-	-	2,300	2,300	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000
	Taxable Value							1,518,929	1,536,329	3,299,233	3,407,243	3,526,487	3,648,924	3,777,672	3,903,890	4,048,731	4,198,372	4,334,963	4,488,589	4,643,723	4,806,253	4,974,472	5,148,579	5,328,779	5,515,288	5,708,321	5,908,112	6,114,886	6,328,918	6,550,430	6,779,655	7,016,804
	PV	-	-	-	8,869,743	24,671,745	25,535,256	25,245,160	25,365,428	25,011,364	24,894,850	24,837,411	24,781,376	24,727,671	24,676,241	24,627,032	24,579,992	24,535,066	24,492,208	24,451,373	24,412,519	24,375,607	24,340,599	24,307,461	24,276,161	24,246,670	24,218,958	24,192,999	24,168,768	24,146,242	24,125,400	24,106,222	GROSS
City of Midland	5,106,573	-	-	-	31,103	86,514	217,609	230,613	375,873	394,800	408,818	422,920	437,722	453,043	468,898	485,311	502,296	519,877	538,072	556,905	576,397	596,571	617,451	639,061	661,428	684,578	708,539	733,338	759,004	785,570	813,064	841,522	14,548,599
Midland County	1,753,345	-	-	-	10,679	29,705	74,716	79,161	129,056	135,555	140,298	145,230	150,262	155,552	160,997	166,622	172,464	178,540	184,747	191,214	197,906	204,832	212,002	219,422	227,102	235,050	243,277	251,792	260,605	269,726	279,166	288,937	4,994,617
Midland Hospital	1,064,822	-	-	-	6,486	18,040	45,376	48,087	78,377	82,324	85,205	88,167	91,274	94,466	97,775	101,197	104,730	108,405	112,199	116,128	120,190	124,397	128,751	133,257	137,921	142,748	147,744	152,915	158,267	163,807	169,540	175,474	3,033,276
Midland College	1,127,296	-	-	-	6,866	19,098	48,036	50,908	82,975	87,154	90,204	93,361	96,628	100,011	103,511	107,134	110,884	114,765	118,782	122,939	127,242	131,695	136,305	141,075	146,013	151,123	156,413	161,887	167,553	173,418	179,487	185,768	3,211,248
Midland ISD	11,917,864	-	-	-	73,009	218,968	545,788	578,405	942,732	990,204	1,024,661	1,060,731	1,097,657	1,136,282	1,175,052	1,217,214	1,259,916	1,303,910	1,349,547	1,396,781	1,445,668	1,496,267	1,548,634	1,602,828	1,658,907	1,717,000	1,777,095	1,839,294	1,903,669	1,970,297	2,039,258	2,110,632	36,484,769
Total	21,869,901	-	-	-	132,143	370,346	931,527	987,196	1,609,013	1,690,037	1,749,186	1,810,410	1,873,774	1,939,356	2,007,234	2,077,487	2,150,189	2,225,456	2,302,347	2,383,964	2,467,483	2,553,762	2,643,144	2,735,854	2,831,492	2,930,581	3,033,668	3,139,296	3,248,998	3,362,817	3,480,913	3,603,234	62,219,660
PERSONAL PROPERTY		2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039	2040	2041	2042	2043	2044	2045	2046	2047	2048	2049	2050	2051	2052	2053
	Taxable Value Per SF																															
	Cumulative SF																															
	Taxable Value																															
	PV	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	GROSS
City of Midland	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Midland County	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Midland Hospital	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Midland College	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Midland ISD	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Total	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
SALES TAX		2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039	2040	2041	2042	2043	2044	2045	2046	2047	2048	2049	2050	2051	2052	2053
	Sales Per SF	500	518	536	554	574	594	615	636	658	681	705	730	756	782	809	838	867	897	929	961	995	1,030	1,066	1,103	1,142	1,182	1,223	1,266	1,310	1,356	1,403
	Cumulative SF	-	-	-	-	-	-	2,300	2,300	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000
	Taxable Value							1,518,929	1,536,329	3,299,233	3,407,243	3,526,487	3,648,924	3,777,672	3,903,890	4,048,731	4,198,372	4,334,963	4,488,589	4,643,723	4,806,253	4,974,472	5,148,579	5,328,779	5,515,288	5,708,321	5,908,112	6,114,886	6,328,918	6,550,430	6,779,655	7,016,804
	PV	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	GROSS
City of Midland	-	-	-	-	-	-	-	1,518,929	1,536,329	3,299,233	3,407,243	3,526,487	3,648,924	3,777,672	3,903,890	4,048,731	4,198,372	4,334,963	4,488,589	4,643,723	4,806,253	4,974,472	5,148,579	5,328,779	5,515,288	5,708,321	5,908,112	6,114,886	6,328,918	6,550,430	6,779,655	7,016,804	-
Midland County	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Total	-	-	-	-	-	-	-	1,518,929	1,536,329	3,299,233	3,407,243	3,526,487	3,648,924	3,777,672	3,903,890	4,048,731	4,198,372	4,334,963	4,488,589	4,643,723	4,806,253	4,974,472	5,148,579	5,328,779	5,515,288	5,708,321	5,908,112	6,114,886	6,328,918	6,550,430	6,779,655	7,016,804	-
	PV	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	GROSS
City of Midland	-	-	-	-	-	-	-	19,207	19,879	41,150	42,591	44,081	45,624	47,221	48,874	50,584	52,355	54,187	56,084	58,047	60,078	62,181	64,357	66,610	68,941	71,354	73,851	76,436	79,111	81,880	84,746	87,712	1,457,142
Midland County	-	-	-	-	-	-	-	7,683	7,952	16,460	17,036	17,632	18,250	18,888	19,549	20,234	20,942	21,675	22,433	23,218	24,031	24,872	25,742	26,644	27,576	28,542	29,541	30,574	31,645	32,752	33,898	35,083	582,857
Total	-	-	-	-	-	-	-	26,890	27,831	57,610	59,627	61,714	63,874	66,109	68,423	70,818	73,297	75,862	78,517	81,265	84,109	87,053	90,100	93,254	96,518	99,896	103,392	107,011	110,756	114,633	118,645	122,797	2,039,999
		2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039	2040	2041	2042	2043	2044	2045	2046	2047	2048	2049	2050	2051	2052	2053
SUMMARY																																
	PV																															GROSS
City of Midland	5,591,782	-	-	-	31,103	86,514	217,609	249,821	395,752	435,951	451,208	467,001	483,346	500,263	517,773	535,895	554,651	574,064	594,156	614,952	636,475	658,751	681,808	705,671	730,370	755,932	782,390	809,774	838,116	867,450	897,811	929,234	16,005,841
Midland County	1,848,029	-	-	-	10,679	29,705	74,716	86,844	137,008	152,015	157,336	162,862	168,512	174,441	180,546	186,855	193,406	200,215	207,181	214,432	221,937	229,705	237,745	246,066	254,678	263,592	272,818	282,366	292,249	302,478	313,065	324,022	5,577,474
Midland Hospital	1,064,822	-	-	-	6,486	18,040	45,376	48,087	78,377	82,324	85,205	88,167	91,274	94,466	97,775	101,197	104,730	108,405	112,199	116,128	120,190	124,397	128,751	133,257	137,921	142,748	147,744	152,915	158,267	163,807	169,540	175,474	3,033,276
Midland College	1,127,296	-	-	-	6,866	19,098	48,036	50,908	82,975	87,154	90,204	93,361	96,628	100,011	103,511	107,134	110,884	114,765	118,782	122,939	127,242	131,695	136,305	141,075	146,013	151,123	156,413	161,887	167,553	173,418	179,487	185,768	3,211,248
Midland ISD	11,917,864	-	-	-	73,009	218,968	545,788	578,405	942,732	990,204	1,024,661	1,060,731	1,097,657	1,136,282	1,175,052	1,217,214	1,259,916	1,303,910	1,349,547	1,396,781	1,445,668	1,496,267	1,548,634	1,602,828	1,658,907	1,717,000	1,777,095	1,839,294	1,903,669	1,970,297	2,039,258	2,110,632	36,484,769
Total	21,549,793	-	-	-	132,143	370,346	931,527	1,014,066	1,636,845	1,747,647	1,808,615	1,872,124	1,937,648	2,005,468	2,073,657	2,148,395	2,223,686	2,301,359	2,381,864	2,463,229	2,551,512	2,640,815	2,733,244	2,828,907	2,927,918	3,030,396	3,136,460	3,246,236	3,359,853	3,477,449	3,599,160	3,725,131	62,163,629
PARTICIPATION																																
REAL PROPERTY	Taxable Value	-	-	-	8,869,743	24,671,745	62,054,609	63,765,190	107,189,528	112,587,173	116,327,724	120,606,194	124,827,411	128,196,370	133,718,243	138,394,382	143,242,325	148,255,806	153,444,760	158,815,326	164,373,863	170,128,948	176,081,391	182,244,240	188,622,788	195,224,586	202,057,446	209,129,457	216,448,968	224,024,702	231,865,567	239,980,862
	PV																															GROSS
City of Midland	5,106,573	-	-	-	31,103	86,514	217,609	230,613	375,873	394,800	408,818	422,920	437,722	453,043	468,898	485,311	502,296	519,877	538,072	556,905	576,397	596,571	617,451	639,061	661,428	684,578	708,539	733,338	759,004	785,570	813,064	841,522	14,548,599
Midland County	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Midland Hospital	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Midland College	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Midland ISD	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Total	5,106,573	-	-	-	31,103	86,514	217,609	230,613	375,873	394,800	408,818	422,920	437,722	453,043	468,898	485,311	502,296	519,877	538,072	556,905	576,397	596,571	617,451	639,061	661,428	684,578	708,539	733,338	759,004	785,570	813,064	841,522	14,548,599
PERSONAL PROPERTY	Taxable Value	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
	PV																															GROSS
City of Midland	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Midland County	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Midland Hospital	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Midland College	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Midland ISD	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Total	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
SALES TAX	Taxable Value	-	-	-	-	-	-	1,536,569	1,550,949	3,292,023	3,407,243	3,526,487	3,648,924	3,777,672	3,903,890	4,048,738	4,198,372	4,334,963	4,488,589	4,643,723	4,806,253	4,974,472	5,148,579	5,328,779	5,515,288	5,708,321	5,908,112	6,114,886	6,328,918	6,550,430	6,779,655	7,016,804	-
City of Midland	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Midland County	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
	PV																															
Total	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
SUMMARY																																
	PV																															GROSS
City of Midland	5,106,573	-	-	-	31,103	86,514	217,609	230,613	375,873	394,800	408,818	422,920	437,722	453,043	468,898	485,311	502,296	519,877	538,072	556,905	576,397	596,571	617,451	639,061	661,428	684,578	708,539	733,338	759,004	785,570	813,064	841,522	14,548,599
Midland County	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Midland Hospital	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Midland College	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Midland ISD	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Total	5,106,573	-	-	-	31,103	86,514	217,609	230,613	375,873	394,800	408,818	422,920	437,722	453,043	468,898	485,311	502,296	519,877	538,072	556,905	576,397	596,571	617,451	639,061	661,428	684,578	708,539	733,338	759,004	785,570	813,064	841,522	14,548,599
TOTAL TAX REVENUE - PARTICIPATION = NET BENEFIT																																
SUMMARY																																
	PV																															GROSS
City of Midland	485,208	-	-	-	-	-	-	19,207	19,879	41,150	42,591	44,081	45,624	47,221	48,874	50,584	52,355	54,187	56,084	58,047	60,078	62,181	64,357	66,610	68,941	71,354	73,851	76,436	79,111	81,880	84,746	87,712	1,457,142
Midland County	1,848,029	-	-	-	10,679	29,705	74,716	86,844	137,008	152,015	157,336	162,862	168,512	174,441	180,546	186,855	193,406	200,215	207,181	214,432	221,937	229,705	237,745	246,066	254,678	263,592	272,818	282,366	292,249	302,478	313,065	324,022	5,577,474
Midland Hospital	1,064,822	-	-	-	6,486	18,040	45,376	48,087	78,377	82,324	85,205	88,167	91,274	94,466	97,775	101,197	104,730	108,405	112,199	116,128	120,190	124,397	128,751	133,257	137,921	142,748	147,744	152,915	158,267	163,807	169,540	175,474	3,033,276
Midland College	1,127,296	-	-	-	6,866	19,098	48,036	50,908	82,975	87,154	90,204	93,361	96,628	100,011	103,511	107,134	110,884	114,765	118,782	122,939	127,242	131,695	136,305	141,075	146,013	151,123	156,413	161,887	167,553	173,418	179,487	185,768	3,211,248
Midland ISD	11,917,864	-	-	-	73,009	218,968	545,788	578,405	942,732	990,204	1,024,661	1,060,731	1,097,657	1,136,282	1,175,052	1,217,214	1,259,916	1,303,910	1,349,547	1,396,781	1,445,668	1,496,267	1,548,634	1,602,828	1,658,907	1,717,000	1,777,095	1,839,294	1,903,669	1,970,297	2,039,258	2,110,632	36,484,769
Total	17,443,219	-	-	-	102,040	283,821	713,916	783,472	1,260,972	1,352,847	1,400,197	1,449,204	1,499,826	1,552,423	1,606,758	1,662,994	1,721,189	1,781,441	1,843,792	1,908,324	1,975,115	2,044,245	2,115,793	2,189,846	2,266,491	2,345,818	2,427,921	2,512,900	2,600,850	2,691,880	2,786,094	2,883,609	49,763,909

PACKET
13.B.a
April 9, 2024

DAVID PETTIT
Economic Development

HOT Generated

Revenue Year	0 2023	1 2024	2 2025	3 2026	4 2027	5 2028	6 2029	7 2030	8 2031	9 2032	10 2033	11 2034	12 2035	13 2036	14 2037
Hotel Rooms	0	0	0	80	215	215	215	215	215	215	215	215	215	215	215
Occupancy	0%	0%	0%	70%	70%	70%	70%	70%	70%	70%	70%	70%	70%	70%	70%
Hotel Occupancy Tax															
# of Available Rooms	-	-	-	29,200	78,475	78,475	78,475	78,475	78,475	78,475	78,475	78,475	78,475	78,475	78,475
# of Occupied Rooms	-	-	-	20,440	54,933	54,933	54,933	54,933	54,933	54,933	54,933	54,933	54,933	54,933	54,933
Average Daily Rate	$ -	$ -	$ -	$ 175.00	$ 181.13	$ 187.46	$ 194.03	$ 200.82	$ 207.85	$ 215.12	$ 222.65	$ 230.44	$ 238.51	$ 246.85	$ 255.49
Annual Taxable Revenue	$ -	$ -	$ -	$ 3,577,000	$ 9,949,649	$ 10,297,887	$ 10,658,313	$ 11,031,354	$ 11,417,451	$ 11,817,062	$ 12,230,659	$ 12,658,732	$ 13,101,788	$ 13,560,350	$ 14,034,963
City Tax Rate 7%	$ -	$ -	$ -	$ 250,390	$ 696,475	$ 720,852	$ 746,082	$ 772,195	$ 799,222	$ 827,194	$ 856,146	$ 886,111	$ 917,125	$ 949,225	$ 982,447
State Tax Rate 6%	$ -	$ -	$ -	$ 214,620	$ 596,979	$ 617,873	$ 639,499	$ 661,881	$ 685,047	$ 709,024	$ 733,840	$ 759,524	$ 786,107	$ 813,621	$ 842,098
	$ -	$ -	$ -	$ 465,010	$ 1,293,454	$ 1,338,725	$ 1,385,581	$ 1,434,076	$ 1,484,269	$ 1,536,218	$ 1,589,986	$ 1,645,635	$ 1,703,232	$ 1,762,846	$ 1,824,545

15 2038	16 2039	17 2040	18 2041	19 2042	20 2043	21 2044	22 2045	23 2046	24 2047	25 2048	26 2049	27 2050	28 2051	29 2052	30 2053	
215	215	215	215	215	215	215	215	215	215	215	215	215	215	215	215	
70%	70%	70%	70%	70%	70%	70%	70%	70%	70%	70%	70%	70%	70%	70%	70%	
78,475	78,475	78,475	78,475	78,475	78,475	78,475	78,475	78,475	78,475	78,475	78,475	78,475	78,475	78,475	78,475	
54,933	54,933	54,933	54,933	54,933	54,933	54,933	54,933	54,933	54,933	54,933	54,933	54,933	54,933	54,933	54,933	
$ 264.44	$ 273.69	$ 283.27	$ 293.19	$ 303.45	$ 314.07	$ 325.06	$ 336.44	$ 348.21	$ 360.40	$ 373.01	$ 386.07	$ 399.58	$ 413.57	$ 428.04	$ 443.02	
$ 14,526,186	$ 15,034,603	$ 15,560,814	$ 16,105,442	$ 16,669,133	$ 17,252,553	$ 17,856,392	$ 18,481,366	$ 19,128,213	$ 19,797,701	$ 20,490,620	$ 21,207,792	$ 21,950,065	$ 22,718,317	$ 23,513,458	$ 24,336,429	
$ 1,016,833	$ 1,052,422	$ 1,089,257	$ 1,127,381	$ 1,166,839	$ 1,207,679	$ 1,249,947	$ 1,293,696	$ 1,338,975	$ 1,385,839	$ 1,434,343	$ 1,484,545	$ 1,536,505	$ 1,590,282	$ 1,645,942	$ 1,703,550	**$30,727,500**
$ 871,571	$ 902,076	$ 933,649	$ 966,327	$ 1,000,148	$ 1,035,153	$ 1,071,384	$ 1,108,882	$ 1,147,693	$ 1,187,862	$ 1,229,437	$ 1,272,468	$ 1,317,004	$ 1,363,099	$ 1,410,807	$ 1,460,186	**$26,337,858**
$ 1,888,404	$ 1,954,498	$ 2,022,906	$ 2,093,708	$ 2,166,987	$ 2,242,832	$ 2,321,331	$ 2,402,578	$ 2,486,668	$ 2,573,701	$ 2,663,781	$ 2,757,013	$ 2,853,508	$ 2,953,381	$ 3,056,750	$ 3,163,736	$57,065,358

PACKET 3.68

ESTIMATE OF GENERAL IMPACT OF PROPOSED PROPERTY VALUES AND TAX REVENUES, INCENTIVE BASED ON PROPOSED PARTICIPATION

TAX BASE YEAR GROWTH 3.50%
DISCOUNT RATE 8.00%

REAL PROPERTY TAX				BUSINESS PERSONAL PROPERTY TAX				SALES TAX		
City of Midland	0.3506620	100%	0.3506620	City of Midland	0.3506620	0%	0.0000000	City of Midland	0.0125000	0%	0.0000000
Midland County	0.1264000	0%	0.0000000	Midland County	0.1264000	0%	0.0000000	Midland County	0.0050000	0%	0.0000000
Midland Hospital	0.0731200	0%	0.0000000	Midland Hospital	0.0731200	0%	0.0000000		4SE 7875000		0.0175000
Midland College	0.0774100	0%	0.0000000	Midland College	0.0774100	0%	0.0000000				
Midland ISD	0.2200000	0%	0.0000000	Midland ISD	0.4705000	0%	0.0000000				
	0.8415920		0.3506620		1.5010920		0.0000000				

REVENUE YEAR	TAX BASE YEAR 2023	1 2024	2 2025	3 2026	4 2027	5 2028	6 2029	7 2030	8 2031	9 2032	10 2033	11 2034	12 2035	13 2036	14 2037	15 2038	16 2039	17 2040	18 2041	19 2042	20 2043	21 2044	22 2045	23 2046	24 2047	25 2048	26 2049	27 2050	28 2051	29 2052	30 2053	TOTALS	
BASE YEAR																																	
City of Midland	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052		City of Midland
Midland County	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052		Midland County
Midland Hospital	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052		Midland Hospital
Midland College	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052		Midland College
Midland ISD	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052		Midland ISD
TAXABLE VALUE																																	
City of Midland		707,726,844	732,497,283	758,134,688	784,669,402	812,132,831	840,557,481	869,976,992	900,426,187	931,941,104	964,559,042	998,318,609	########	########	########	########	########	########	########	########	########	########	########	########	########	########	########	########	########	########	########		City of Midland
Midland County		707,726,844	732,497,283	758,134,688	784,669,402	812,132,831	840,557,481	869,976,992	900,426,187	931,941,104	964,559,042	998,318,609	########	########	########	########	########	########	########	########	########	########	########	########	########	########	########	########	########	########	########		Midland County
Midland Hospital		707,726,844	732,497,283	758,134,688	784,669,402	812,132,831	840,557,481	869,976,992	900,426,187	931,941,104	964,559,042	998,318,609	########	########	########	########	########	########	########	########	########	########	########	########	########	########	########	########	########	########	########		Midland Hospital
Midland College		707,726,844	732,497,283	758,134,688	784,669,402	812,132,831	840,557,481	869,976,992	900,426,187	931,941,104	964,559,042	998,318,609	########	########	########	########	########	########	########	########	########	########	########	########	########	########	########	########	########	########	########		Midland College
Midland ISD		707,726,844	732,497,283	758,134,688	784,669,402	812,132,831	840,557,481	869,976,992	900,426,187	931,941,104	964,559,042	998,318,609	########	########	########	########	########	########	########	########	########	########	########	########	########	########	########	########	########	########	########		Midland ISD
TAXABLE VALUE INCREMENT																																	
City of Midland		23,932,792	48,703,231	74,340,636	100,875,350	128,338,779	156,763,429	186,182,940	216,632,135	248,147,052	280,764,990	314,524,557	349,465,706	385,629,800	423,059,634	461,799,513	501,895,288	543,394,415	586,348,012	630,800,914	676,811,738	724,432,940	773,720,885	824,733,908	877,532,366	932,178,812	988,737,862	########	########	########	########	########		City of Midland
Midland County		23,932,792	48,703,231	74,340,636	100,875,350	128,338,779	156,763,429	186,182,940	216,632,135	248,147,052	280,764,990	314,524,557	349,465,706	385,629,800	423,059,634	461,799,513	501,895,288	543,394,415	586,348,012	630,800,914	676,811,738	724,432,940	773,720,885	824,733,908	877,532,366	932,178,812	988,737,862	########	########	########	########	########		Midland County
Midland Hospital		23,932,792	48,703,231	74,340,636	100,875,350	128,338,779	156,763,429	186,182,940	216,632,135	248,147,052	280,764,990	314,524,557	349,465,706	385,629,800	423,059,634	461,799,513	501,895,288	543,394,415	586,348,012	630,800,914	676,811,738	724,432,940	773,720,885	824,733,908	877,532,366	932,178,812	988,737,862	########	########	########	########	########		Midland Hospital
Midland College		23,932,792	48,703,231	74,340,636	100,875,350	128,338,779	156,763,429	186,182,940	216,632,135	248,147,052	280,764,990	314,524,557	349,465,706	385,629,800	423,059,634	461,799,513	501,895,288	543,394,415	586,348,012	630,800,914	676,811,738	724,432,940	773,720,885	824,733,908	877,532,366	932,178,812	988,737,862	########	########	########	########	########		Midland College
Midland ISD		23,932,792	48,703,231	74,340,636	100,875,350	128,338,779	156,763,429	186,182,940	216,632,135	248,147,052	280,764,990	314,524,557	349,465,706	385,629,800	423,059,634	461,799,513	501,895,288	543,394,415	586,348,012	630,800,914	676,811,738	724,432,940	773,720,885	824,733,908	877,532,366	932,178,812	988,737,862	########	########	########	########	########		Midland ISD
REVENUE A TAXABLE VALUE GROWTH																																	
City of Midland		83,923	170,784	260,564	353,732	450,035	549,710	652,873	759,647	870,157	984,536	1,102,918	1,225,443	1,352,257	1,483,509	1,619,355	1,759,956	1,905,478	2,056,093	2,211,979	2,373,322	2,540,311	2,713,145	2,892,028	3,077,173	3,268,787	3,467,128	3,672,401	3,884,858	4,104,751	4,332,341	66,179,324	City of Midland
Midland County		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	Midland County
Midland Hospital		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	Midland Hospital
Midland College		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	Midland College
Midland ISD		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	Midland ISD
		83,923	170,784	260,564	353,732	450,035	549,710	652,873	759,647	870,157	984,536	1,102,918	1,225,443	1,352,257	1,483,509	1,619,355	1,759,956	1,905,478	2,056,093	2,211,979	2,373,322	2,540,311	2,713,145	2,892,028	3,077,173	3,268,787	3,467,128	3,672,401	3,884,858	4,104,751	4,332,341	66,179,324	
REVENUE 1 - DOWNTOWN REAL PROPERTY TAX		0	0	8,659,743	34,671,745	82,056,608	65,795,160	107,188,828	312,587,173	115,637,724	120,606,184	124,627,611	129,186,370	133,716,243	138,394,383	143,242,326	148,268,806	153,444,760	158,815,328	164,373,963	170,126,948	176,081,391	182,244,240	188,622,788	195,224,566	202,057,446	209,129,457	216,448,988	224,024,703	231,865,567	239,980,862		
BUSINESS PERSONAL PROPERTY		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
City of Midland		0	0	31,103	86,514	217,909	230,813	370,873	394,800	406,818	422,920	437,722	453,043	468,899	485,311	502,296	519,877	538,072	556,905	576,387	596,571	617,451	639,061	661,428	684,578	708,539	733,338	759,004	785,570	813,064	841,222	14,548,899	City of Midland
Midland County		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	Midland County
Midland Hospital		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	Midland Hospital
Midland College		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	Midland College
Midland ISD		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	Midland ISD
		0	0	31,103	86,514	217,909	230,813	370,873	394,800	406,818	422,920	437,722	453,043	468,899	485,311	502,296	519,877	538,072	556,905	576,387	596,571	617,451	639,061	661,428	684,578	708,539	733,338	759,004	785,570	813,064	841,222	14,548,899	
REVENUE 2 - DOWNTOWN SALES TAX		0	0	0	0	0	1,036,569	2,090,349	3,292,092	2,407,243	3,529,497	3,649,924	3,777,672	3,909,830	4,046,756	4,188,372	4,334,965	4,486,889	4,643,723	4,805,253	4,974,472	5,149,579	5,328,779	5,515,286	5,709,721	5,908,112	6,114,636	6,328,919	6,550,430	6,779,695	7,016,984		
SALES																																	
City of Midland		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	City of Midland
Midland County		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	Midland County
		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
REVENUE 3 - HOTEL OCCUPANCY TAX		0	0	3,677,000	9,949,549	10,297,887	10,658,313	11,031,054	11,417,451	11,817,062	12,230,509	12,658,732	13,101,788	13,560,350	14,034,963	14,526,186	15,034,603	15,560,814	16,105,443	16,669,133	17,252,553	17,856,392	18,481,368	19,128,213	19,797,701	20,490,626	21,207,799	21,950,065	22,718,317	23,513,458	24,336,429		
City of Midland		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	City of Midland
		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
REVENUE A, 1, 2, 3		83,923	170,784	291,787	440,246	667,944	1,817,192	3,114,095	4,446,939	3,294,279	4,537,353	5,190,564	5,356,158	5,830,986	6,015,579	6,309,853	6,613,798	6,931,375	7,256,721	7,591,772	7,944,396	8,307,570	8,681,408	9,066,027	9,461,477	9,867,037	10,282,103	10,710,983	11,153,004	11,609,520	12,080,547	80,728,223	
Running Total		83,923	254,707	546,494	986,740	1,654,384	3,471,576	6,585,671	11,032,610	14,326,889	18,864,242	24,054,806	29,410,964	35,241,950	41,257,529	47,567,382	54,181,180	61,112,555	68,369,276	75,961,048	83,905,444	92,213,014	100,894,422	109,960,449	119,421,926	129,288,963	139,571,066	150,282,049	161,435,053	173,044,573	185,125,120		
GROSS	70,726,022	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039	2040	2041	2042	2043	2044	2045	2046	2047	2048	2049	2050	2051	2052	2053		
City of Midland		$ 83,923	$ 170,784	$ 291,787	$ 440,246	$ 667,844	$ 780,323	$ 1,028,746	$ 1,154,447	$ 1,278,776	$ 1,407,456	$ 1,540,640	$ 1,678,486	$ 1,821,156	$ 1,968,820	$ 2,121,652	$ 2,279,833	$ 2,443,550	$ 2,612,996	$ 2,788,378	$ 2,969,892	$ 3,157,762	$ 3,352,206	$ 3,553,457	$ 3,761,751	$ 3,977,336	$ 4,200,485	$ 4,431,405	$ 4,670,427	$ 4,917,816	$ 5,173,862	70,726,022	City of Midland
Midland County		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	0	Midland County
Midland Hospital		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	0	Midland Hospital
Midland College		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	0	Midland College
Midland ISD		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	0	Midland ISD
		83,923	170,784	291,787	440,246	667,844	780,323	1,028,746	1,154,447	1,278,776	1,407,456	1,540,640	1,678,486	1,821,156	1,968,820	2,121,652	2,279,833	2,443,550	2,612,996	2,788,378	2,969,892	3,157,762	3,352,206	3,553,457	3,761,751	3,977,336	4,200,485	4,431,405	4,670,427	4,917,816	5,173,862	70,726,022	TOTAL

PACKET 3.68

April 9, 2024

DAVID PETTIT
Economic Development

ESTIMATE OF GENERAL IMPACT OF PROPOSED PROPERTY VALUES AND TAX REVENUES, INCENTIVE BASED ON PROPOSED PARTICIPATION

TAXABLE VALUE YEAR GROWTH 3.50%
DISCOUNT RATE 8.00%

	REAL PROPERTY TAX			BUSINESS PERSONAL PROPERTY TAX			SALES TAX		
City of Midland	0.3506620	100%	0.3506620	0.3506620	100%	0.3506620			
Midland County	0.1264000	100%	0.1264000	0.1264000	100%	0.1264000	City of Midland	0.0125000	100%	0.0125000
Midland Hospital	0.0731200	100%	0.0731200	0.0731200	100%	0.0731200	Midland County	0.0050000	100%	0.0050000
Midland College	0.0774100	100%	0.0774100	0.0774100	100%	0.0774100		456.7875000		456.7875000
Midland ISD	0.8795000	100%	0.8795000	0.8795000	100%	0.8795000				
	1.5010920		1.5010920	1.5010920		1.5010920				

REVENUE YEAR	TAX BASE YEAR 2023	1 2024	2 2025	3 2026	4 2027	5 2028	6 2029	7 2030	8 2031	9 2032	10 2033	11 2034	12 2035	13 2036	14 2037	15 2038	16 2039	17 2040	18 2041	19 2042	20 2043	21 2044	22 2045	23 2046	24 2047	25 2048	26 2049	27 2050	28 2051	29 2052	30 2053	TOTALS	
BASE YEAR																																	
City of Midland	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052		
Midland County	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052		
Midland Hospital	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052		
Midland College	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052		
Midland ISD	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052	683,794,052		
TAXABLE VALUE																																	
City of Midland		707,726,844	732,497,283	758,134,688	784,669,402	812,132,831	840,557,481	869,976,992	900,426,187	931,941,104	964,559,042	998,318,609	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########		
Midland County		707,726,844	732,497,283	758,134,688	784,669,402	812,132,831	840,557,481	869,976,992	900,426,187	931,941,104	964,559,042	998,318,609	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########		
Midland Hospital		707,726,844	732,497,283	758,134,688	784,669,402	812,132,831	840,557,481	869,976,992	900,426,187	931,941,104	964,559,042	998,318,609	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########		
Midland College		707,726,844	732,497,283	758,134,688	784,669,402	812,132,831	840,557,481	869,976,992	900,426,187	931,941,104	964,559,042	998,318,609	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########		
Midland ISD		707,726,844	732,497,283	758,134,688	784,669,402	812,132,831	840,557,481	869,976,992	900,426,187	931,941,104	964,559,042	998,318,609	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########	##########		
TAXABLE VALUE INCREMENT																																	
City of Midland		23,932,792	48,703,231	74,340,636	100,875,350	128,338,779	156,763,429	186,182,940	216,632,135	248,147,052	280,764,990	314,524,557	349,465,706	385,629,800	423,059,834	461,799,513	501,895,288	543,394,415	586,346,012	630,800,914	676,811,738	724,432,940	773,720,885	824,733,908	877,532,386	932,178,812	988,737,862	##########	##########	##########	##########	##########		
Midland County		23,932,792	48,703,231	74,340,636	100,875,350	128,338,779	156,763,429	186,182,940	216,632,135	248,147,052	280,764,990	314,524,557	349,465,706	385,629,800	423,059,834	461,799,513	501,895,288	543,394,415	586,346,012	630,800,914	676,811,738	724,432,940	773,720,885	824,733,908	877,532,386	932,178,812	988,737,862	##########	##########	##########	##########	##########		
Midland Hospital		23,932,792	48,703,231	74,340,636	100,875,350	128,338,779	156,763,429	186,182,940	216,632,135	248,147,052	280,764,990	314,524,557	349,465,706	385,629,800	423,059,834	461,799,513	501,895,288	543,394,415	586,346,012	630,800,914	676,811,738	724,432,940	773,720,885	824,733,908	877,532,386	932,178,812	988,737,862	##########	##########	##########	##########	##########		
Midland College		23,932,792	48,703,231	74,340,636	100,875,350	128,338,779	156,763,429	186,182,940	216,632,135	248,147,052	280,764,990	314,524,557	349,465,706	385,629,800	423,059,834	461,799,513	501,895,288	543,394,415	586,346,012	630,800,914	676,811,738	724,432,940	773,720,885	824,733,908	877,532,386	932,178,812	988,737,862	##########	##########	##########	##########	##########		
Midland ISD		23,932,792	48,703,231	74,340,636	100,875,350	128,338,779	156,763,429	186,182,940	216,632,135	248,147,052	280,764,990	314,524,557	349,465,706	385,629,800	423,059,834	461,799,513	501,895,288	543,394,415	586,346,012	630,800,914	676,811,738	724,432,940	773,720,885	824,733,908	877,532,386	932,178,812	988,737,862	##########	##########	##########	##########	##########		
REVENUE A TAXABLE VALUE GROWTH																																	
City of Midland		83,923	170,784	260,684	353,732	459,035	549,710	652,873	759,547	870,157	984,536	1,102,916	1,225,443	1,352,257	1,483,509	1,619,355	1,759,958	1,905,478	2,056,093	2,211,979	2,373,322	2,540,311	2,713,145	2,892,028	3,077,173	3,268,797	3,467,128	3,672,401	3,884,856	4,104,751	4,332,341	56,179,324	City of Midland
Midland County		28,615	58,639	89,506	121,454	154,520	188,743	224,164	260,825	298,769	338,041	378,688	420,757	464,298	509,364	556,007	604,282	654,247	705,961	759,484	814,881	872,217	931,560	992,980	1,056,549	1,122,343	1,190,440	1,260,921	1,333,866	1,409,369	1,487,512	19,289,203	Midland County
Midland Hospital		17,500	35,612	54,358	73,760	93,841	114,625	136,137	158,401	181,445	205,295	229,980	255,529	281,973	309,341	337,663	366,968	397,330	428,736	461,242	494,885	529,705	565,745	603,045	641,652	681,609	722,955	765,739	810,070	855,992	903,378	11,714,506	Midland Hospital
Midland College		18,526	37,701	57,547	78,068	99,347	121,351	144,124	167,695	192,091	217,340	243,473	270,521	298,516	327,490	357,479	388,517	420,642	453,890	488,303	523,920	560,784	598,937	638,427	679,298	721,600	765,382	810,697	857,597	906,140	956,381	12,401,804	Midland College
Midland ISD		210,469	428,345	653,825	887,199	1,128,740	1,378,734	1,637,478	1,905,280	2,182,453	2,469,328	2,766,243	3,073,551	3,391,614	3,720,809	4,061,527	4,414,169	4,779,154	5,156,913	5,547,894	5,952,559	6,371,388	6,804,875	7,253,535	7,717,897	8,196,513	8,695,949	9,210,797	9,743,663	10,295,181	10,866,001	140,904,105	Midland ISD
		359,253	731,089	1,109,921	1,514,272	1,929,483	2,353,183	2,794,777	3,251,848	3,724,816	4,214,541	4,721,303	5,245,902	5,788,656	6,350,514	6,932,033	7,533,810	8,156,809	8,801,592	9,468,932	10,159,567	10,874,465	11,614,262	12,380,013	13,172,598	13,992,892	14,841,869	15,720,893	16,630,057	17,571,382	18,545,813	240,489,942	
REVENUE 1 - DOWNTOWN TAXABLE REAL PROPERTY TAXABLE PERSONAL PROPERTY		0	0	8,869,743	24,671,745	82,068,609	65,765,102	107,189,828	112,587,173	118,537,724	120,606,194	124,827,411	129,196,370	133,718,243	138,396,382	143,240,325	148,255,636	153,444,760	158,815,326	164,372,863	170,126,943	176,081,391	183,244,240	188,622,788	195,224,688	202,057,446	209,129,457	216,448,888	224,024,702	231,865,567	238,940,862		
City of Midland		0	0	31,103	88,514	217,609	230,613	375,873	394,600	406,818	422,820	437,722	453,043	468,899	485,311	502,296	519,877	538,072	556,905	576,397	596,571	617,451	639,061	661,428	684,578	708,539	733,338	759,004	785,570	813,064	841,522	14,546,599	City of Midland
Midland County		0	0	10,879	29,755	74,718	79,161	129,056	135,555	140,299	145,210	150,292	155,552	160,937	166,632	172,464	178,500	184,747	191,214	197,906	204,833	212,002	219,422	227,102	235,050	243,277	251,793	260,605	269,726	279,168	288,937	4,994,617	Midland County
Midland Hospital		0	0	6,466	18,043	45,378	48,087	78,377	82,324	85,205	88,187	91,274	94,468	97,775	101,197	104,739	108,405	112,199	116,126	120,190	124,397	128,751	133,257	137,921	142,748	147,744	152,915	158,267	163,807	169,540	175,474	3,033,276	Midland Hospital
Midland College		0	0	6,848	19,098	48,038	50,905	82,975	87,154	90,204	93,341	96,629	100,011	103,511	107,134	110,884	114,765	118,782	122,939	127,242	131,695	136,305	141,075	146,013	151,123	156,413	161,887	167,553	173,418	179,487	185,769	3,211,240	Midland College
Midland ISD		0	0	78,009	215,968	543,786	576,405	942,732	990,204	1,024,861	1,060,731	1,097,857	1,136,282	1,176,052	1,217,214	1,259,816	1,303,910	1,349,547	1,396,781	1,445,668	1,496,267	1,548,636	1,602,838	1,658,937	1,717,000	1,777,095	1,839,294	1,903,669	1,970,297	2,039,258	2,110,632	36,484,758	Midland ISD
		0	0	133,143	370,348	931,527	987,188	1,609,013	1,690,037	1,749,186	1,810,410	1,873,774	1,939,354	2,007,224	2,077,487	2,150,189	2,225,454	2,303,347	2,383,944	2,467,433	2,553,782	2,643,144	2,735,654	2,831,402	2,930,501	3,033,088	3,139,228	3,249,098	3,362,917	3,480,819	3,602,934	62,270,606	
REVENUE 2 - DOWNTOWN SALES TAX SALES		0	0	0	0	0	1,636,569	1,690,345	3,292,021	3,407,243	3,526,457	3,649,924	3,777,872	3,909,550	4,045,734	4,186,372	4,331,965	4,482,689	4,643,721	4,806,253	4,974,472	5,148,579	5,328,779	5,515,286	5,708,321	5,908,112	6,114,896	6,328,918	6,550,430	6,779,695	7,016,964		
City of Midland		0	0	0	0	0	19,207	19,879	41,150	42,591	44,081	45,624	47,221	48,874	50,584	52,355	54,187	56,084	58,047	60,078	62,181	64,357	66,610	68,941	71,354	73,851	76,436	79,111	81,880	84,746	87,712	1,457,142	City of Midland
Midland County		0	0	0	0	0	7,583	7,952	16,460	17,036	17,632	18,250	18,888	19,549	20,234	20,942	21,675	22,433	23,219	24,031	24,872	25,743	26,644	27,576	28,542	29,541	30,574	31,645	32,752	33,896	35,065	582,657	Midland County
		0	0	0	0	0	26,790	27,831	57,610	59,627	61,714	63,874	66,109	68,423	70,818	73,297	75,862	78,517	81,266	84,109	87,053	90,100	93,254	96,518	99,896	103,392	107,011	110,756	114,633	118,643	122,787	2,039,999	
REVENUE 3 - HOTEL OCCUPANCY TAX		0	0	3,677,000	8,949,649	19,297,857	10,678,313	11,031,354	11,417,451	11,817,092	12,230,805	12,658,782	13,101,788	13,560,350	14,034,963	14,526,186	15,034,603	15,560,814	16,106,442	16,669,133	17,252,553	17,856,392	18,481,365	19,128,213	19,797,701	20,490,620	21,207,792	21,950,056	22,718,317	23,512,458	24,336,294		
City of Midland		0	0	250,390	896,475	720,852	746,042	772,195	799,222	827,194	856,146	886,111	917,125	949,225	982,447	1,016,833	1,052,422	1,089,257	1,127,381	1,166,839	1,207,679	1,249,947	1,293,696	1,338,975	1,385,839	1,434,343	1,484,545	1,536,505	1,590,282	1,645,942	1,703,559	30,727,500	City of Midland
		0	0	250,390	896,475	720,852	746,042	772,195	799,222	827,194	856,146	886,111	917,125	949,225	982,447	1,016,833	1,052,422	1,089,257	1,127,381	1,166,839	1,207,679	1,249,947	1,293,696	1,338,975	1,385,839	1,434,343	1,484,545	1,536,505	1,590,282	1,645,942	1,703,559	30,727,500	
REVENUE A, 1, 2, 3		359,253	731,089	1,489,454	2,891,053	3,578,862	4,113,331	5,203,817	5,798,717	6,360,825	6,942,811	7,545,062	8,168,393	8,813,540	9,481,287	10,172,364	10,887,850	11,627,871	12,394,205	13,187,254	14,009,581	14,857,596	15,734,845	16,644,909	17,588,904	18,567,847	19,583,685	20,618,442	21,697,789	22,816,465	23,974,294	335,527,642	
Running Total		359,253	1,090,334	2,580,788	5,170,841	8,749,703	12,863,033	18,066,850	23,865,567	30,226,392	37,168,202	44,714,264	52,882,757	61,696,298	71,177,585	81,349,927	92,237,777	103,865,648	116,259,752	129,447,006	143,455,588	158,312,683	174,049,529	190,694,437	208,283,340	226,849,805	246,421,852	267,039,493	288,736,283	311,552,748	335,527,642		
GROSS	335,527,642																															

	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039	2040	2041	2042	2043	2044	2045	2046	2047	2048	2049	2050	2051	2052	2053		
City of Midland	$ 83,923	$ 170,784	$ 542,177	$ 1,136,721	$ 1,366,496	$ 1,545,612	$ 1,820,620	$ 1,994,819	$ 2,148,561	$ 2,307,584	$ 2,472,376	$ 2,642,832	$ 2,819,254	$ 3,001,851	$ 3,190,840	$ 3,386,442	$ 3,588,691	$ 3,796,425	$ 4,015,293	$ 4,239,752	$ 4,472,068	$ 4,712,512	$ 4,961,373	$ 5,218,944	$ 5,485,530	$ 5,761,447	$ 6,047,021	$ 6,342,590	$ 6,648,504	$ 6,965,125	102,910,565	City of Midland
Midland County	$ 28,615	$ 58,639	$ 100,185	$ 151,159	$ 229,236	$ 275,607	$ 361,172	$ 412,840	$ 456,105	$ 500,883	$ 547,229	$ 595,198	$ 644,844	$ 696,229	$ 749,412	$ 804,457	$ 861,428	$ 920,393	$ 981,432	$ 1,044,587	$ 1,109,962	$ 1,177,626	$ 1,247,658	$ 1,320,141	$ 1,395,161	$ 1,472,807	$ 1,553,170	$ 1,636,346	$ 1,722,433	$ 1,811,534	24,856,678	Midland County
Midland Hospital	$ 17,500	$ 35,612	$ 60,843	$ 91,900	$ 139,217	$ 163,713	$ 214,514	$ 240,725	$ 266,650	$ 293,483	$ 321,254	$ 349,998	$ 379,747	$ 410,536	$ 442,407	$ 475,390	$ 509,529	$ 544,862	$ 581,432	$ 619,282	$ 658,456	$ 699,002	$ 740,968	$ 784,400	$ 829,354	$ 875,881	$ 924,036	$ 973,877	$ 1,025,462	$ 1,078,853	14,747,762	Midland Hospital
Midland College	$ 18,526	$ 37,701	$ 64,413	$ 97,168	$ 147,365	$ 172,259	$ 227,100	$ 254,649	$ 282,295	$ 310,701	$ 340,102	$ 370,532	$ 402,027	$ 434,625	$ 468,363	$ 503,282	$ 539,423	$ 576,829	$ 615,545	$ 655,615	$ 697,088	$ 740,013	$ 784,439	$ 830,421	$ 878,012	$ 927,268	$ 978,250	$ 1,031,015	$ 1,085,627	$ 1,142,150	15,613,044	Midland College
Midland ISD	$ 210,469	$ 428,345	$ 731,835	$ 1,104,187	$ 1,674,527	$ 1,957,139	$ 2,590,211	$ 2,925,484	$ 3,207,315	$ 3,530,060	$ 3,864,101	$ 4,209,833	$ 4,567,668	$ 4,938,022	$ 5,321,343	$ 5,718,079	$ 6,128,701	$ 6,553,654	$ 6,993,552	$ 7,448,826	$ 7,920,024	$ 8,407,713	$ 8,912,472	$ 9,434,909	$ 9,975,606	$ 10,535,243	$ 11,114,465	$ 11,713,961	$ 12,334,438	$ 12,976,632	177,396,872	Midland ISD
	359,253	731,089	1,489,454	2,891,053	3,578,862	4,113,331	5,203,817	5,798,717	6,360,825	6,942,811	7,545,062	8,168,393	8,813,540	9,481,287	10,172,364	10,887,850	11,627,871	12,394,205	13,187,254	14,009,581	14,857,596	15,734,845	16,644,909	17,588,904	18,567,847	19,583,685	20,618,442	21,697,789	22,816,465	23,974,294	335,527,642	TOTAL

DAVID PETTIT
Economic Development

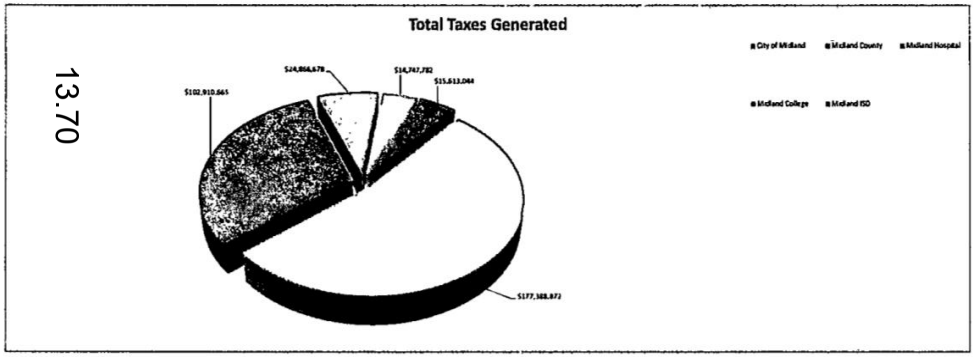
Financial Feasibility Analysis - Summary

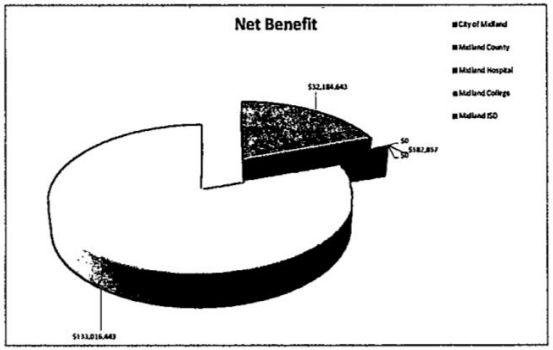
Revenue Summary

Taxing Jurisdictions	Total Taxes Generated	City Participation (100%)	*Potential Additional Participation (100%)	Net Benefit
City of Midland	$102,910,665	$70,726,022		$32,184,643
Midland County	$24,866,678		$24,283,821	$582,857
Midland Hospital	$14,747,782		$14,747,782	$0
Midland College	$15,613,044		$15,613,044	$0
Midland ISD	$177,388,872		$44,372,430	$133,016,443
Total	**$335,527,042**	**$70,726,022**	**$99,017,077**	**$165,783,942**

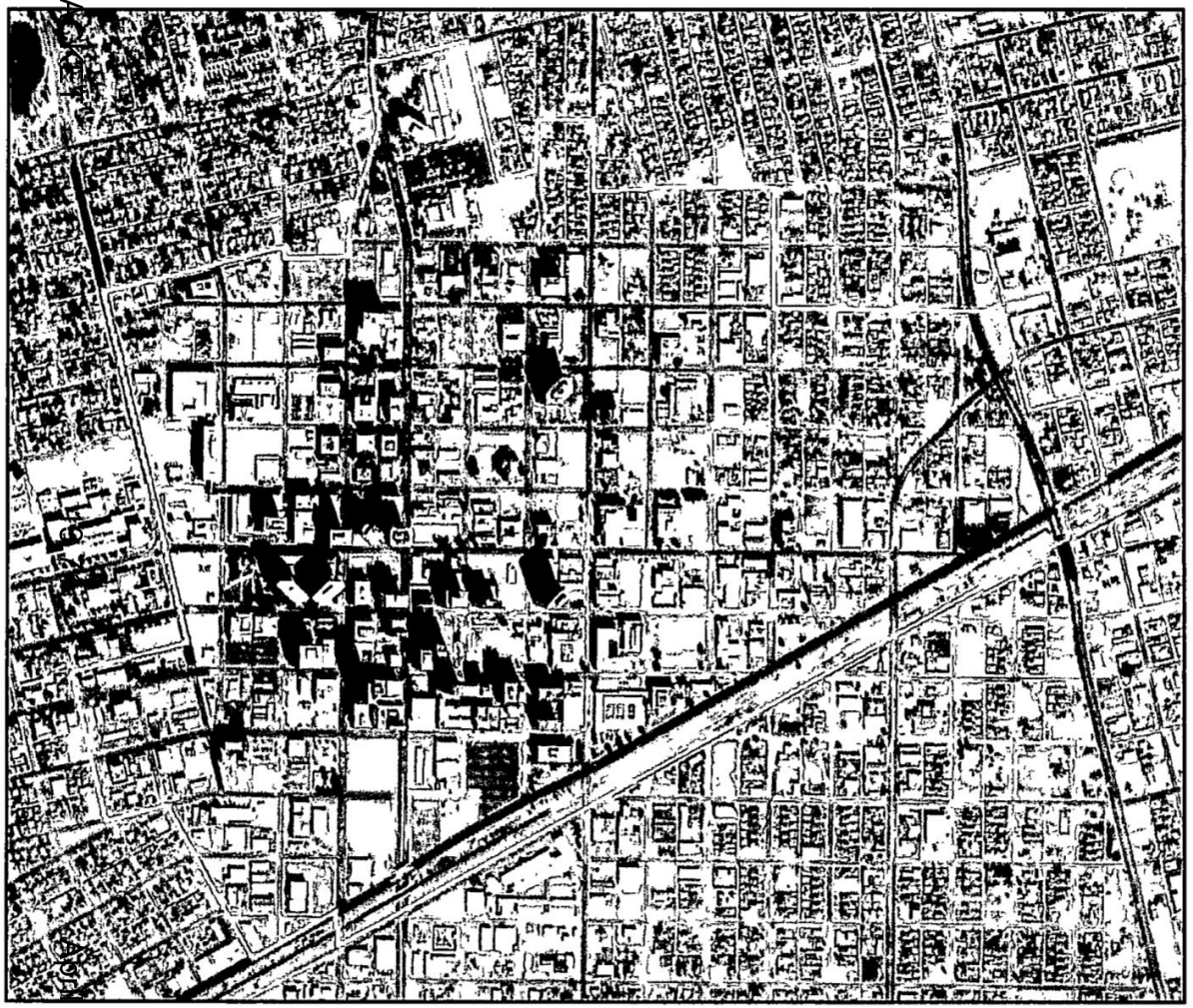
**Potential Additional Participation subject to separate yet to be negotiated interlocal agreements, Midland County, Midland Hospital, and Midland College may contribute up to 100% of the real property increment within the Zone. Subject to a separate yet to be negotiated interlocal agreement, Midland ISD may contribute up to 100% of the real property increment generated from the Interest and Sinking (I&S) portion of its tax rate within the Zone.*

Taxing Jurisdictions	Total Taxes Generated	Participation	Net Benefit
City of Midland	$102,910,665	$70,726,022	$32,184,643
City of Midland - Real Property	*$70,726,022*	*$70,726,022*	$0
City of Midland - Sales	*$1,457,142*	*$0*	*$1,457,142*
City of Midland -HOT	*$30,727,500*	*$0*	$30,727,500





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Length of TIRZ #2 in Years:

The TIRZ has a 30 year term and is scheduled to end on December 31, 2053 (with the final year's tax increment to be collected by September 1, 2054).

Powers and Duties of Board of Directors:

The Board shall have all powers granted to it by Chapter 311 of the Texas Tax Code, including powers of a municipality under Chapter 380, Local Government Code. The Board shall not be authorized to:

issue bonds;

impose taxes or fees;

exercise the power of eminent domain; or

give final approval to the Zone's project and financing plan.

APPENDIX A - CURRENT PROPERTY OWNERSHIP

PropertyID	Street Address	Legal Description	Acres	Owner Name	Exemption	Taxable Value
R000035533		BLK: 088, LOT: NORTH-SOUTH ALLEY, ADDN: ORIGINAL TOWN	0.138	14 TEXAS REAL ESTATE LLC		$ 16,880
R000035534	215 S MARIENFELD ST	BLK: 088, LOT: 009, ADDN: ORIGINAL TOWN	0.161	14 TEXAS REAL ESTATE LLC		$ 19,690
R000035535	409 W MISSOURI AV	BLK: 088, LOTS: 010 THRU 12 E.56, ADDN: ORIGINAL TOWN	0.193	14 TEXAS REAL ESTATE LLC		$ 23,630
R000035536	210 N MARIENFELD ST	BLK: 088, LOTS: 010 THRU 12 W.84, ADDN: ORIGINAL TOWN	0.289	14 TEXAS REAL ESTATE LLC		$ 35,440
R000035532	401 W MISSOURI AV	BLK: 088, LOTS: 001 THRU 8, ADDN: ORIGINAL TOWN	1.285	14 TEXAS REAL ESTATE LLC		$ 115,500
R000035116		BLK: 026, LOTS: 001 THRU 3, ADDN: ORIGINAL TOWN	0.482	312 PARTNERSHIP ET AL		$ 59,060
R000035663	407 S MARIENFELD ST	BLK: 109, LOT: 003 & S.16.5 OF 4, ADDN: ORIGINAL TOWN	0.138	4WC PROPERTIES LLC		$ 54,160
R000026089	500 N COLORADO ST	BLK: 041, S.240 OF W/2, ADDN: HOMESTEAD	0.771	500 COLORADO LLC		$ 2,145,840
R000026121	500 W OHIO AV	BLK: 047, S.80 OF SE/4, ADDN: HOMESTEAD	0.257	500 WEST OHIO LLC		$ 1,401,012
R000026063	606 W TENNESSEE AV	BLK: 037, SW/4, ADDN: HOMESTEAD	0.482	606 W TENNESSEE		$ 836,603
R000051778	808 W WALL ST	BLK: 014, LOTS: 007 THRU 9, ADDN: WEST END	0.492	808 PARTNERS LLC		$ 743,235
R000025981	0 N COLORADO ST	BLK:029, LOT: 001A, ADDN: HOMESTEAD SEC 8	0.4	A & D ALLIANCE ENERGY MANAGEMENT LLC		$ 799,850
R000034985	511 N DALLAS ST	BLK: 001, LOT: 001, ADDN: OLD PUEBLO PARK	0.112	A N FINANCE LLC		$ 261,970
R000035542	511 W MISSOURI AV	BLK: 089, LOTS: 010 THRU 12, ADDN: ORIGINAL TOWN	0.482	A R STRATEGIES LLC		$ 305,080
R000051903	807 W MISSOURI AV	BLK: 032, LOT: 007 E.70, ADDN: WEST END	0.225	ABYSS PROPERTIES LLC		$ 39,200
R000052576	811 W MISSOURI AV	BLK: 032, LOT: 7A, ADDN: WEST END SEC 5	0.225	ABYSS PROPERTIES LLC		$ 617,950
R000041035	903 N MAIN ST	BLK: 002, LOTS: 007, ADDN: RICHARDSON ABILENE	0.158	ACOSTA MARTIN ORLANDO		$ 196,680
R000032395	407 N LEE ST	BLK: 006, LOT: 003, ADDN: MOODY	0.161	ACOSTA MARTIN SOTO		$ 242,200
R000035049	404 N TERRELL ST	BLK: 014, 9336 SQ IN SW/4, ADDN: ORIGINAL TOWN	0.214	ACOSTA ROSALINDA		$ 167,170
R000035192	210 N MAIN ST	BLK: 038, LOTS: 9(N41) & 10(S/2), ADDN: ORIGINAL TOWN	0.212	AGGIETECH LLC		$ 170,520
R000035122	301 W OHIO AV	BLK: 027, LOT: 001, ADDN: ORIGINAL TOWN	0.08	AGUILAR SALVADOR		$ 80,660
R000017946	204 W KANSAS AV	BLK: 001, LOT: 001 & 2 W 69, ADDN: ESTES	0.171	AGUILERA JAVIER		$ 61,810
R000035117	200 W ILLINOIS AV	BLK: 026, LOTS: 004 THRU 6, ADDN: ORIGINAL TOWN	0.482	AKA SQUARE INC		$ 1,152,600
R000025949	610 N FORT WORTH ST	BLK: 023, N 50' OF N 100' OF NW/4, ADDN: HOMESTEAD	0.161	AKATI SETOR		$ 185,440
R000026000	507 W LOUISIANA AV	BLK: 031, E.70 OF NW/4, ADDN: HOMESTEAD	0.241	ALAMO HEIGHTS HOMES LLC		$ 92,580
R000035082	309 N TERRELL ST	BLK: 020, LOT: 002, ADDN: ORIGINAL TOWN	0.161	ALCOCER JESSE		$ 14,000
R000035083	307 N TERRELL ST	BLK: 020, LOT: 003, ADDN: ORIGINAL TOWN	0.161	ALCOCER JESSE		$ 21,950
R000035080	310 N TERRELL ST	BLK: 019, LOT: 012, ADDN: ORIGINAL TOWN	0.161	ALCOCER JESSE		$ 91,880
R000034966	505 N MINEOLA ST	BLK: 003, LOTS: 002 & 003, ADDN: ORIGINAL TOWN	0.322	ALCOCER JESSE		$ 116,420
R000035198	211 E TEXAS AV	BLK: 039, LOT: 004 S/2&ALL OF 5&6, ADDN: ORIGINAL TOWN	0.402	ALLEN REAL PROPERTIES LTD		$ 216,890
R000025850	701 N BIG SPRING ST	BLK: 010, SE/4, ADDN: HOMESTEAD	0.643	AMERICAN MOMENTUM BANK		$ 35,000
R000026072	510 N MARIENFELD ST	BLK: 039, N.75 OF W/2, ADDN: HOMESTEAD	0.241	AMERICAN MOMENTUM BANK		$ 74,660
R000026110	405 N BIG SPRING ST	BLK: 046, SE/4, ADDN: HOMESTEAD	0.482	AMERICAN MOMENTUM BANK		$ 126,590
R000026108	407 N BIG SPRING ST	BLK: 046, NE/4, ADDN: HOMESTEAD	0.482	AMERICAN MOMENTUM BANK		$ 2,872,770
R000035366	509 W WALL ST	BLK: 062, LOTS: 011 & 12, ADDN: ORIGINAL TOWN	0.321	AMERICAN STATE BANK		$ 4,045,459
R000035543	601 W MISSOURI AV	BLK: 090, LOTS: 001 THRU 3, ADDN: ORIGINAL TOWN	0.482	AR STRATEGIES LLC		$ 42,000
R000035306	120 N MAIN ST	BLK: 053, LOT: 024, ADDN: ORIGINAL TOWN	0.08	ARMENDARIZ MARCELINO		$ 153,570
R000025923	601 N MINEOLA ST	BLK: 021, S.50 OF SE/4, ADDN: HOMESTEAD	0.161	ARMENDARIZ TERRY		$ 67,410
R000035337	513 W TEXAS AV	BLK: 058, LOTS: 011 & 12 E.60, ADDN: ORIGINAL TOWN	0.138	ARRINGTON BUILDING LLC THE		$ 100,010
R000035332	511 W TEXAS AV	BLK: 058, LOTS: 001 & 2 W.65, ADDN: ORIGINAL TOWN	0.149	ARRINGTON BUILDING LLC THE		$ 129,070
R000035333	109 N MARIENFELD ST	BLK: 058, LOTS: 001 & 2 E.75, ADDN: ORIGINAL TOWN	0.172	ARRINGTON BUILDING LLC THE		$ 147,820
R000035336	102 N PECOS ST	BLK: 058, LOT: 010 & W.80 OF, ADDN: ORIGINAL TOWN, LOT 11 & 12	0.344	ARRINGTON BUILDING LLC THE		$ 281,360
R000035334	500 W WALL ST	BLK: 058, LOTS: 003 THRU 6, ADDN: ORIGINAL TOWN	0.643	ARRINGTON BUILDING LLC THE		$ 4,530,767
R000035215	203 N DALLAS ST	BLK: 041, LOT: 01A, ADDN: ORIGINAL TOWN, SECTION 17	0.964	AUSBUILT LLC	E	$ -
R000035056	401 N MARSHALL ST	BLK: 015, S.50 SE/4, ADDN: ORIGINAL TOWN, (AKA LOT 2C)	0.161	AVALOS ELODIA H		$ 107,280
R000025872	0 N MAIN ST	BLK: 014, N.60 OF SW/4, ADDN: HOMESTEAD	0.193	B AND B INVESTMENTS		$ 16,800
R000025873	105 E LOUISIANA AV	BLK: 014, S.90 OF SW/4, ADDN: HOMESTEAD	0.289	B AND B INVESTMENTS		$ 25,200
R000035354	108 S PECOS ST	BLK: 061, LOT: 004, ADDN: ORIGINAL TOWN	0.161	B T A OIL PRODUCERS		$ 26,690
R000035352	601 W WALL ST	BLK: 061, LOTS: 001 & 2, ADDN: ORIGINAL TOWN	0.321	B T A OIL PRODUCERS		$ 116,700
R000035355	602 W MISSOURI AV	BLK: 061, LOTS: 005 & 6, ADDN: ORIGINAL TOWN	0.321	B T A OIL PRODUCERS		$ 189,330

APPENDIX A - CURRENT PROPERTY OWNERSHIP

Property ID	Street Address	Legal Description	Acres	Owner Name	Exemption	Taxable Value
R000035363	104 S PECOS ST	BLK: 061, LOT: 003, ADDN: ORIGINAL TOWN	0.161	B T A OIL PRODUCERS		$ 1,644,324
R000025946	207 E KANSAS AV	BLK: 008, W/2 OF SE/4, ADDN: HOMESTEAD	0.241	BADILLO MINERVA M EST		$ 194,040
R000035046	409 N MINEOLA ST	BLK: 014, S.50 OF N.100 OF E/2, ADDN: ORIGINAL TOWN	0.126	BAESA ANGELITA		$ 61,890
R000035048	401 N MINEOLA ST	BLK: 014, LOT: 002 S.150 OF E.140, ADDN: ORIGINAL TOWN	0.482	BAESA ANGELITA		$ 73,270
R000035047	407 N MINEOLA ST	BLK: 014, LOT: 001 S.50, ADDN: ORIGINAL TOWN	0.158	BAEZA ALFREDO		$ 241,680
R000026093	501 N BAIRD ST	BLK: 043, S.114.3 OF E/2, ADDN: HOMESTEAD	0.367	BAIRD STREET STORAGE LLC		$ 153,170
R000025939	601 N TERRELL ST	BLK: 022, LOT: 006, ADDN: HOMESTEAD	0.161	BALTIER JOSE R		$ 153,820
R000035017	407 N FORT WORTH ST	BLK: 011, S.55 OF NE/4, ADDN: ORIGINAL TOWN	0.177	BANDA OSVALDO		$ 93,470
R000035099	307 N FORT WORTH ST	BLK: 022, LOT: 003, ADDN: ORIGINAL TOWN	0.161	BECKER STEVE A		$ 14,000
R000035020	303 E OHIO AV	BLK: 011, LOT: 003 E.70 OF S.100, ADDN: ORIGINAL TOWN	0.161	BECKER STEVE A		$ 24,570
R000035098	311 N FORT WORTH ST	BLK: 022, LOTS: 001 & 2, ADDN: ORIGINAL TOWN	0.321	BECKER STEVE A		$ 28,000
R000035110	312 N WEATHERFORD ST	BLK: 022, LOT: 012 N.45, ADDN: ORIGINAL TOWN	0.145	BECKER STEVEN A		$ 55,110
R000109949	702 N BAIRD ST	BLK: 015, LOT: 008, ADDN: HOMESTEAD SEC 3	0.172	BELL JACQUELINE R		$ 157,010
R000017756	400 W KANSAS AV	BLK: 018, LOT: 004, ADDN: ELMWOOD SEC 2	0.378	BELL NONGYOW R		$ 134,960
R000035329	410 W WALL ST	BLK: 057, LOTS: 007 & 8, ADDN: ORIGINAL TOWN	0.321	BEN MAR PARTNERS		$ 193,730
R000041038	806 N LORAINE ST	BLK: 002, LOT: 012, ADDN: RICHARDSON ABILENE	0.13	BENITEZ MARTA		$ 87,460
R000109948	700 N BAIRD ST	BLK: 015, LOT: 007, ADDN: HOMESTEAD SEC 3	0.172	BENNETT AUGUSTINE JR		$ 162,770
R000025924	611 N MINEOLA ST	BLK: 021, N.50 OF NE/4, ADDN: HOMESTEAD	0.161	BETANCOURT ONIEL		$ 14,000
R000041032	919 N MAIN ST	BLK: 002, LOTS: 003 & 4, ADDN: RICHARDSON ABILENE	0.316	BEZINQUE CURTIS F		$ 122,040
R000025985	600 N BIG SPRING ST	BLK:029, S.100 OF W/2, ADDN: HOMESTEAD	0.321	BHBW HOLDINGS LLC		$ 265,040
R000014586	714 W LOUISIANA AV	BLK: 001, LOT: 018A, ADDN: COUNTRY CLUB, HEIGHTS 2	0.482	BIG BROTHERS BIG SISTERS	E	$ -
R000035184	213 N MAIN ST	BLK: 037, LOT: 003, ADDN: ORIGINAL TOWN	0.161	BORLAND R MIKE		$ 221,550
R000025853	710 N BIG SPRING ST	BLK: 011, N.100 OF NW/4, ADDN: HOMESTEAD	0.321	BRANCH BANKING & TRUST CO		$ 245,946
R000025850	610 N MAIN ST	BLK: 026, N.75 OF NW/4, ADDN: HOMESTEAD	0.241	BRANUM MARK L		$ 142,910
R000032232	501 E TEXAS AV	BLK: 042, LOTS: 006 & 7, ADDN: ORIGINAL TOWN	0.321	BROOKS JULIUS L		$ 28,410
R000032397	0 N LEE ST	BLK: 006, LOT: 005, ADDN: MOODY	0.161	BUSTILLOS YSIDRO A JR		$ 14,000
R000032398	401 N LEE ST	BLK: 006, LOT: 006, ADDN: MOODY	0.161	BUSTILLOS YSIDRO A JR		$ 27,010
R000025852	300 W LOUISIANA AV	BLK: 011, E/2, ADDN: HOMESTEAD	0.964	CABRITO LTD		$ 2,124,195
R000058239	509 N DALLAS ST	BLK: 001, LOT: 002, ADDN: OLD PUEBLO PARK	0.115	CALLEROS MARIA DELALUZ		$ 182,380
R000025952	606 N FORT WORTH ST	BLK: 023, N 50' OF THE M.100 OF W/2, ADDN: HOMESTEAD	0.16	CAMACHO FELICIANO RAMOS JR		$ 194,850
R000205486	604 N FORT WORTH ST	BLK: 023, S50' OF THE M.100 OF W/2, ADDN: HOMESTEAD	0.16	CAMACHO KARINA		$ 221,930
R000035279	315 E WALL ST	BLK: 051, LOTS: 010 THRU 12 W.40, ADDN: ORIGINAL TOWN	0.069	CAPROCK TITLE MIDLAND LLC		$ 22,240
R000035281	315 E WALL ST	BLK: 051, LOTS: 013 THRU 15 E.65, ADDN: ORIGINAL TOWN	0.112	CAPROCK TITLE MIDLAND LLC		$ 149,730
R000041036	809 N MAIN ST	BLK: 002, LOT: 010, ADDN: RICHARDSON ABILENE	0.158	CARRASCO ALEJANDRO		$ 160,080
R000025937	605 N TERRELL ST	BLK: 022, LOT: 004, ADDN: HOMESTEAD	0.161	CARRASCO RUBEN H		$ 62,990
R000109952	708 N BAIRD ST	BLK: 015, LOT: 011, ADDN: HOMESTEAD SEC 3	0.172	CARRASCO VANESSA MAE		$ 160,790
R000035088	310 N DALLAS ST	BLK: 020, LOT: 012, ADDN: ORIGINAL TOWN	0.161	CARTERS FURNITURE		$ 14,000
R000035078	306 N TERRELL ST	BLK: 019, LOT: 010, ADDN: ORIGINAL TOWN	0.161	CARTERS FURNITURE INC		$ 14,000
R000035077	601 E ILLINOIS AV	BLK: 019, LOTS: 007 THRU 9, ADDN: ORIGINAL TOWN	0.482	CARTERS FURNITURE INC		$ 188,070
R000035087	501 E ILLINOIS AV	BLK: 020, LOTS: 007 THRU 11, ADDN: ORIGINAL TOWN	0.803	CARTERS FURNITURE INC		$ 476,910
R000025806	811 N FORT WORTH ST	BLK: 007N.75 OF E/2,, ADDN: HOMESTEAD	0.241	CASTILLO CRUZ VIDALES		$ 91,050
R000051781	800 W WALL ST	BLK: 014, LOT: 011 E.26.67 &, ADDN: WEST END, W.9.66 OF LOT 12	0.119	CENTENARY ENTERPRISES		$ 106,380
R000051780	800 W WALL ST	BLK: 014, LOT: 010 E.13 &, ADDN: WEST END, W.23.33 OF LOT 11	0.119	CENTENARY ENTERPRISES		$ 106,390
R000051779	800 W WALL ST	BLK: 014, LOT: 010 W.37, ADDN: WEST END	0.121	CENTENARY ENTERPRISES		$ 107,070
R000051782	800 W WALL ST	BLK: 014, LOT: 012 E.40.34, ADDN: WEST END	0.132	CENTENARY ENTERPRISES		$ 110,540
R000025815	807 N WEATHERFORD ST	BLK: 008, S.50 OF NE/4, ADDN: HOMESTEAD	0.161	CHAVEZ RAMONA SEGURA		$ 53,800
R000035360	615 W WALL ST	BLK: 061, LOTS: 010 THRU 12 E.50, ADDN: ORIGINAL TOWN	0.172	CHIN ROBERT AND JULIE TATE AKA JULIE CHIN		$ 144,610
R000025947	404 E LOUISIANA AV	BLK: 023, N.100 OF NE/4, ADDN: HOMESTEAD	0.321	CHURCH OF GOD SEVENTH DAY	E	$ -
R000035004	404 N COLORADO ST	BLK: 007, ALL, ADDN: ORIGINAL TOWN	2.066	CITY OF MIDLAND		$ 1,230,784
R000214326	209 E TEXAS AV	BLK: 038, LOT: 07A, ADDN: ORIGINAL TOWN, SEC 11	1.516	CITY OF MIDLAND TEXAS	E	$ -

APPENDIX A - CURRENT PROPERTY OWNERSHIP

Property ID	Street Address	Legal Description	Acres	Owner Name	Exemption	Taxable Value
R000037467	310 W TEXAS AV	BLK: 035, LOTS: 007 & 8, ADDN: ORIGINAL TOWN	0.321	CITY OF MIDLAND TEXAS	E	$ -
R000051486	111 N B ST	BLK: 015, LOT: 007, ADDN: WEST END	0.161	CLARK J A		$ 96,080
R000034075	511 N TERRELL ST	BLK: 004, LOT: 001 N.50, ADDN: ORIGINAL TOWN	0.161	CLYDE L AND MATILDE REYES MASTER TRUST		$ 126,770
R000035068	406 N MARSHALL ST	BLK: 016, N.15 OF S.65, ADDN: ORIGINAL TOWN	0.025	COATES W M		$ 2,210
R000026114	408 N PECOS ST	BLK: 047, SEC: S.25 OF NW/4, ADDN: HOMESTEAD	0.08	COG REALTY LLC		$ 9,840
R000026027	607 N PECOS ST	BLK: 032, S.50 OF NE/4, ADDN: HOMESTEAD	0.161	COG REALTY LLC		$ 14,000
R000026026	609 N PECOS ST	BLK: 032, M.50 OF NE/4, ADDN: HOMESTEAD	0.161	COG REALTY LLC		$ 14,000
R000026025	611 N PECOS ST	BLK: 032,N.50 OF NE/4, ADDN: HOMESTEAD	0.161	COG REALTY LLC		$ 14,000
R000026132	0 W TENNESSEE AV	BLK: 049, (40 X 150) ABANDONED ST, ADDN: HOMESTEAD	0.138	COG REALTY LLC		$ 16,880
R000026069	0 N PECOS ST	BLK: 038, N.50 OF SW/4, ADDN: HOMESTEAD	0.161	COG REALTY LLC		$ 19,690
R000026029	601 N PECOS ST	BLK: 032, S.50 OF SE/4, ADDN: HOMESTEAD	0.161	COG REALTY LLC		$ 19,690
R000026031	600 N CARRIZO ST	BLK:032, S.75 OF SW/4, ADDN: HOMESTEAD	0.241	COG REALTY LLC		$ 21,000
R000026066	508 N PECOS ST	BLK: 038, S.75 OF NW/4, ADDN: HOMESTEAD	0.241	COG REALTY LLC		$ 29,530
R000026030	605 N PECOS ST	BLK: 032, N.100 OF SE/4, ADDN: HOMESTEAD	0.321	COG REALTY LLC		$ 30,960
R000026070	500 W TENNESSEE AV	BLK: 038, S.100 OF SW/4, ADDN: HOMESTEAD	0.321	COG REALTY LLC		$ 39,380
R000057849	0 SAN ANGELO ST	BLK: 033, LOT: S 150 FT OF W/2, ADDN: HOMESTEAD	0.482	COG REALTY LLC		$ 42,000
R000203803	606 N CARRIZO ST	BLK: 032, LT 001, ADDN: HOMESTEAD, SEC 4, & E 10' OF N CARRIZO ST	0.775	COG REALTY LLC		$ 42,190
R000026112	0 W PECOS ST	BLK: 047, LOT: 001 & N.50 OF 5, ADDN: HOMESTEAD	0.161	COG REALTY LLC		$ 45,730
R000026134	709 W TENNESSEE AV	BLK: 049, LOT: N/2 OF BLK 49 1/2, ADDN: HOMESTEAD,	0.367	COG REALTY LLC		$ 50,060
R000026113	506 W OHIO AV	BLK: 047, LOTS: 002 THRU 4 & S.10, ADDN: HOMESTEAD, OF LOT 5	0.321	COG REALTY LLC		$ 75,780
R000026126	707 W TENNESSEE AV	BLK: 049, NW/4, ADDN: HOMESTEAD	0.482	COG REALTY LLC		$ 161,110
R000026115	408 N PECOS ST	BLK: 047, SEC: N25 OF S50 OF NW/4, ADDN: HOMESTEAD	0.08	COG REALTY LLC		$ 226,030
R000026065	510 N PECOS ST	BLK: 038, N/2 OF NW/4, ADDN: HOMESTEAD	0.241	COG REALTY LLC		$ 339,820
R000035283	100 S MAIN ST	BLK: 066, LOTS: 001 THRU 3, ADDN: ORIGINAL TOWN	0.241	COG REALTY LLC		$ 1,624,865
R000214283	505 N PECOS ST	BLK:037, LOT 001, ADDN: HOMESTEAD SEC: 11	1.551	COG REALTY LLC		$ 4,310,600
R000035304	102 S MAIN ST	BLK: 066, LOT: 025, ADDN: ORIGINAL TOWN, SEC 15	0.723	COG REALTY LLC		$ 9,330,110
R000214345	0 CARRIZO ST	BLK: 036, LOT: 001, ADDN: HOMESTEAD, SEC: 016	3.287	COG REALTY LLC		$ 26,003,286
R000032446	1101 E FRONT ST	BLK: 014, LOT: 04A, ADDN: MOODY SEC 5	0.555	COMMUNITY CHILDRENS MINISTRY INC	E	$ -
R000026045	717 W LOUISIANA AV	BLK: 034, LOTS: 001 THRU 4, ADDN: HOMESTEAD	0.703	COMMUNITY NATIONAL BANK		$ 721,676
R000214855	811 N MAIN ST	BLK: 002, LOT: 009, ADDN: RICHARDSON ABILENE	0.158	CONCEPCION JOSUE M		$ 222,710
R000203136	511 N FORT WORTH ST	BLK: 002, LOT: 001, ADDN: OLD PUEBLO PARK, SEC 2	0.161	CORDERO BRENDA ELAINE		$ 185,000
R000034960	500 N MINEOLA ST	BLK: 002, LOT: 01A ADDN: ORIGINAL TOWN, SEC 16	0.383	CORNETT RICHARD		$ 345,570
R000035312	0 N COLORADO ST	BLK: 056, LOTS: 005 THRU 7, ADDN: ORIGINAL TOWN	0.112	COWDEN MELANIE HOPE		$ 52,290
R000035300	113 E WALL ST	BLK: 053, LOTS: 009 S 17 OF W 75, ADDN: ORIGINAL TOWN, & W 75 OF 10;11 & 12	0.158	COWDEN WRIGHT JR ESTATE		$ 209,010
R000035301	100 N MAIN ST	BLK: 053, LOT: 13A, ADDN: ORIGINAL TOWN, SEC 7	1.01	CRP SCP WALL ST LOFTS OWNER LP		$ 18,747,580
R000025854	706 N BIG SPRING ST	BLK: 011, N.60 OF SW/4 &, ADDN: HOMESTEAD, S.50 OF NW/4	0.354	DAIRY QUEEN #420		$ 158,000
R000051897	801 W MISSOURI AV	BLK: 032, LOT: 001, ADDN: WEST END	0.241	DEHLINGER MARK T		$ 88,410
R000025932	605 N MINEOLA ST	BLK: 021, N.50 OF SE/4, ADDN: HOMESTEAD	0.161	DELAO ALEJANDRO G		$ 262,150
R000041037	807 N MAIN ST	BLK: 002, LOT: 011, ADDN: RICHARDSON ABILENE	0.158	DELCO INVESTMENTS LP		$ 150,810
R000035069	801 E FRONT ST	BLK: 017, ALL LESS 1351 SQ, ADDN: ORIGINAL TOWN	0.179	DIAZ DAVID		$ 31,230
R000017753	800 N MARIENFELD ST	BLK: 018, LOT: 001, ADDN: ELMWOOD SEC 2	0.638	DISCOVERY PLAZA JOINT		$ 992,115
R000034987	505 N FORT WORTH ST	BLK: 006, N.50 OF SE/4, ADDN: ORIGINAL TOWN	0.161	DOMINGUEZ MANUEL A		$ 226,380
R000026075	510 N BIG SPRING ST	BLK: 040, N.75 OF W/2, ADDN: HOMESTEAD	0.241	DOMINION RESERVES LLC		$ 223,600
R000203656	502 N DALLAS ST	BLK: 003, LOT: 007, ADDN: OLD PUEBLO PARK SEC 3	0.106	DUARTE MARIA		$ 147,040
R000026074	500 N MARIENFELD ST	BLK: 039, S.150 OF SW/4, ADDN: HOMESTEAD	0.482	DURHAM LYNN D JR &		$ 373,700
R000026071	505 N BIG SPRING ST	BLK: 039, E/2, ADDN: HOMESTEAD	0.964	DURHAM LYNN D JR &		$ 10,031,715
R000026085	500 N BIG SPRING ST	BLK: 040, S 100 OF SW/4, ADDN: HOMESTEAD	0.321	ELLIS PROPERTIES		$ 131,170
R000109945	705 N WEATHERFORD ST	BLK: 015, LOT: 004, ADDN: HOMESTEAD SEC 3	0.172	ELY GLORIA A		$ 163,690
R000035136	219 N BIG SPRING ST	BLK: 034, LOTS: 001 THRU 3, ADDN: ORIGINAL TOWN	0.482	ENDEAVOR ENERGY RESOURCES LP		$ 176,660
R000035139	414 W TEXAS AV	BLK: 034, LOTS: 7-9(W100) &, ADDN: ORIGINAL TOWN, LOTS 10-12	0.964	ENDEAVOR ENERGY RESOURCES LP		$ 3,367,660

APPENDIX A - CURRENT PROPERTY OWNERSHIP

Property ID	Street Address	Legal Description	Acres	Owner Name	Exemption	Taxable Value
R000035031	110 N MARIENFELD ST	BLK: 057, LOTS: 010 THRU 12, ADDN: ORIGINAL TOWN	0.482	ENDEAVOR ENERGY RESOURCES LP		$ 11,978,465
R000036164		BLK: 035, LOTS: 003 & 4 PT, ADDN: ORIGINAL TOWN, (REAR 17 X 20)	0.008	ENERGAS		$ 1,980
R000035037	125 W MISSOURI AV	BLK: 085, LOTS: 001 THRU 20, ADDN: ORIGINAL TOWN	1.497	ENERTIA TECH CENTER LLC		$ 23,854,184
R000041090	106 W KANSAS AV	BLK: 002, LOT: 024, ADDN: RICHARDSON ABILENE	0.161	ESCAJEDA JACINTO		$ 57,600
R000035022	406 N WEATHERFORD ST	BLK: 011, LOTS: 3(N/3) & 4(S2/3), ADDN: ORIGINAL TOWN	0.482	ESCN INC		$ 42,000
R000035023	410 N WEATHERFORD ST	BLK: 011, LOT: 004 N.50, ADDN: ORIGINAL TOWN	0.161	ESCN INC		$ 76,970
R000109942	711 N WEATHERFORD ST	BLK: 015, LOT: 001, ADDN: HOMESTEAD SEC 3	0.172	ESPINOZA ALBERT VILLA II		$ 166,460
R000041045	914 N LORAINE ST	BLK: 002, LOT: 019, ADDN: RICHARDSON ABILENE	0.158	ESPINOZA ESAU		$ 39,000
R000041046	916 N LORAINE ST	BLK: 002, LOT: 020, ADDN: RICHARDSON ABILENE	0.158	ESPINOZA ESAU		$ 86,960
R000217317	0 N CARRIZO ST	E/2 OF BLK: 033, ADDN: HOMESTEAD, SEC : 15	0.965	FIELDS DAVID B		$ 84,030
R000035547	701 W INDIANA AV	BLK: 091, LOTS: 004 THRU 6, ADDN: ORIGINAL TOWN	0.482	FIRST H AND H HOLDINGS LLC		$ 516,020
R000026105	403 N COLORADO ST	BLK: 045, M.50 OF SE/4, ADDN: HOMESTEAD	0.161	FIRST NATIONAL BANK OF STANTON		$ 14,000
R000218596	400 N BIG SPRING ST	BLK: 045, LT: 09A ADDN: HOMESTEAD SEC 14	0.482	FIRST NATL BANK OF STANTON		$ 2,184,703
R000035152	208 N A ST	BLK: 031, LOT: 008, ADDN: ORIGINAL TOWN	0.075	FIRST PRESBYTERIAN	E	$ -
R000035151	201 N A ST	BLK: 031, LOT: 007, ADDN: ORIGINAL TOWN	0.115	FIRST PRESBYTERIAN	E	$ -
R000035153	212 N A ST	BLK: 031, LOTS: 009 THRU 11, ADDN: ORIGINAL TOWN	0.31	FIRST PRESBYTERIAN	E	$ -
R000035150	201 N CARRIZO ST	BLK: 031, LOTS: 003 THRU 6, ADDN: ORIGINAL TOWN	0.643	FIRST PRESBYTERIAN	E	$ -
R000051893	906 W INDIANA AV	BLK: 031, LOTS: 009 & 010, ADDN: WEST END	0.321	FIRST PRESBYTERIAN CHURCH	E	$ -
R000035010	201 E OHIO AV	BLK: 010, LOT: E(47X65) OF S1/3, ADDN: ORIGINAL TOWN	0.07	FIRST UNITED METHODIST CHURCH	E	$ -
R000035011	404 N BAIRD ST	BLK: 010, LOT: 003 N/3, ADDN: ORIGINAL TOWN	0.161	FIRST UNITED METHODIST CHURCH	E	$ -
R000035007	409 N WEATHERFORD ST	BLK: 010, S/3 OF NE/4, ADDN: ORIGINAL TOWN	0.161	FIRST UNITED METHODIST CHURCH	E	$ -
R000035009	205 E OHIO AV	BLK: 010, LOT: 3 LESS E 47 X 65, ADDN: ORIGINAL TOWN	0.247	FIRST UNITED METHODIST CHURCH	E	$ -
R000035006	411 N WEATHERFORD ST	BLK: 010, N.100 OF NE/4, ADDN: ORIGINAL TOWN	0.321	FIRST UNITED METHODIST CHURCH	E	$ -
R000035114	301 N MAIN ST	BLK: 025, LOTS: 001 THRU 3, ADDN: ORIGINAL TOWN	0.482	FIRST UNITED METHODIST CHURCH	E	$ -
R000034997	405 N MAIN ST	BLK: 008, S/3 OF E/2, ADDN: ORIGINAL TOWN	0.321	FIRST UNITED METHODIST CHURCH	E	$ -
R000034985	411 N MAIN ST	BLK: 008, N/3 OF E/2, ADDN: ORIGINAL TOWN	0.321	FIRST UNITED METHODIST CHURCH	E	$ -
R000035002	401 N BAIRD ST	BLK: 009, E/2 LESS 48 X 80 IN N/PT, ADDN: ORIGINAL TOWN	0.876	FIRST UNITED METHODIST CHURCH	E	$ -
R000034996	407 N MAIN ST	BLK: 008, M/3 OF E/2, ADDN: ORIGINAL TOWN	0.321	FIRST UNITED METHODIST CHURCH	E	$ -
R000035001	413 N BAIRD ST	BLK: 009, 48 X 80 IN N/PT OF E/2, ADDN: ORIGINAL TOWN	0.088	FIRST UNITED METHODIST CHURCH	E	$ -
R000035113	300 N MAIN ST	BLK: 024, LOTS: 001 THRU 12, ADDN: ORIGINAL TOWN	2.066	FIRST UNITED METHODIST CHURCH	E	$ -
R000035557	311 S PECOS ST	BLK: 092, LOT: 007, ADDN: ORIGINAL TOWN	0.161	FIRST UNITED METHODIST CHURCH		$ 131,930
R000025859	705 N LORAINE ST	BLK: 012, LOT: 004, ADDN: HOMESTEAD, SEC 9	0.321	FIVE SEVEN PROPERTIES LLC		$ 587,550
R000203971	512 N DALLAS ST	BLK: 003, LOT: 002, ADDN: OLD PUEBLO PARK SEC 3	0.103	FLORES OLIVIA F		$ 144,580
R000025925	606 N TERRELL ST	BLK: 021, M 100 OF W/2, ADDN: HOMESTEAD	0.321	FLORES ROSARIO G EST		$ 163,650
R000035277	125 N FORT WORTH ST	BLK: 051, LOTS: 001 THRU 5, ADDN: ORIGINAL TOWN	0.402	FOSTER BRUCE EVAN		$ 343,040
R000035092	303 N DALLAS ST	BLK: 021, LOT: 005, ADDN: ORIGINAL TOWN	0.161	FOUNDATION FOR M H M R	E	$ -
R000035091	305 N DALLAS ST	BLK: 021, LOT: 004, ADDN: ORIGINAL TOWN	0.161	FOUNDATION FOR M H M R	E	$ -
R000035090	307 N DALLAS ST	BLK: 021, LOT: 003, ADDN: ORIGINAL TOWN	0.161	FOUNDATION FOR M H M R	E	$ -
R000035094	401 E ILLINOIS AV	BLK: 021, LOTS: 007 THRU 12, ADDN: ORIGINAL TOWN	0.964	FOUNDATION FOR M H M R	E	$ -
R000035089	309 N DALLAS ST	BLK: 021, LOTS: 001 & 2, ADDN: ORIGINAL TOWN	0.321	FOUNDATION FOR MENTAL HEALTH	E	$ -
R000035005	410 N MAIN ST	BLK: 009, N.100 OF W/2, ADDN: ORIGINAL TOWN	0.321	FOUR TEN N MAIN INC		$ 243,940
R000035344	0 W WALL ST	BLK: 059, LOT: 009, ADDN: ORIGINAL TOWN	0.161	FRANKLIN MOUNTAIN PERMIAN I LLC		$ 33,690
R000035347	701 W TEXAS AV	BLK: 060, LOTS: 001 THRU 4, ADDN: ORIGINAL TOWN	0.689	FRANKLIN MOUNTAIN PERMIAN I LLC		$ 40,030
R000035341	103 N PECOS ST	BLK: 059, LOT: 004, ADDN: ORIGINAL TOWN	0.161	FRANKLIN MOUNTAIN PERMIAN I LLC		$ 51,890
R000035340	109 N PECOS ST	BLK: 059, LOT: 003, ADDN: ORIGINAL TOWN	0.161	FRANKLIN MOUNTAIN PERMIAN I LLC		$ 51,890
R000035339	109 N PECOS ST	BLK: 059, LOT: 003, ADDN: ORIGINAL TOWN	0.161	FRANKLIN MOUNTAIN PERMIAN I LLC		$ 51,890
R000035343	626 W WALL ST	BLK: 059, LOTS: 007 & 8, ADDN: ORIGINAL TOWN	0.321	FRANKLIN MOUNTAIN PERMIAN I LLC		$ 67,380
R000035342	0 N PECOS ST	BLK: 059, LOTS: 005 & 6, ADDN: ORIGINAL TOWN	0.321	FRANKLIN MOUNTAIN PERMIAN I LLC		$ 103,780
R000035338	301 S PECOS ST	BLK: 092, LOTS: 008 THRU 12, ADDN: ORIGINAL TOWN	0.803	FRANKLIN MOUNTAIN PERMIAN I LLC		$ 145,880
R000035325	508 W WALL ST	BLK: 058, LOTS: 007 THRU 9, ADDN: ORIGINAL TOWN	0.482	FRANKLIN MOUNTAIN PERMIAN I LLC		$ 32,887,265

APPENDIX A - CURRENT PROPERTY OWNERSHIP

Property ID	Street Address	Legal Description	Acres	Owner Name	Exemption	Taxable Value
R000035379	115 S COLORADO ST	BLK: 065, LOTS: 013 THRU 18, ADDN: ORIGINAL TOWN	0.482	FRANKLIN MOUNTAIN PERMIAN II LP		$ 5,634,060
R000035374	303 W WALL ST	BLK: 064, ALL, ADDN: ORIGINAL TOWN	2.066	FRANKLIN MOUNTAIN PERMIAN II LP		$ 49,693,378
R000035316	110 N BIG SPRING ST	BLK: 056, LOT: 014 W.25 OF N.35, ADDN: ORIGINAL TOWN, & N.35 OF LOT 15	0.06	FRANKLIN MOUNTAIN PERMIAN III LP		$ 13,130
R000035319	305 W TEXAS AV	BLK: 056, LOT: 018, ADDN: ORIGINAL TOWN	0.172	FRANKLIN MOUNTAIN PERMIAN III LP		$ 63,090
R000035317	114 N BIG SPRING ST	BLK: 056, LOTS: 016 & 17, ADDN: ORIGINAL TOWN	0.344	FRANKLIN MOUNTAIN PERMIAN III LP		$ 123,750
R000035315	310 W WALL ST	BLK: 056, LOT 014 S.115 OF W/2 &, ADDN: ORIGINAL TOWN, LT 15	0.198	FRANKLIN MOUNTAIN PERMIAN III LP		$ 18,493,492
R000035311	115 N COLORADO ST	BLK: 056, LOTS: 003 & 4, ADDN: ORIGINAL TOWN	0.149	FRANKLIN MOUNTAIN PERMIAN IV LP		$ 32,500
R000035310	115 N COLORADO ST	BLK: 056, LOTS: 001 & 2, ADDN: ORIGINAL TOWN	0.149	FRANKLIN MOUNTAIN PERMIAN IV LP		$ 32,500
R000035313	300 W WALL ST	BLK: 056, LOTS: 008 THRU 12, ADDN: ORIGINAL TOWN	0.373	FRANKLIN MOUNTAIN PERMIAN IV LP		$ 81,250
R000035314	306 W WALL ST	BLK: 056, LOTS: 13 & 14(E/2), ADDN: ORIGINAL TOWN, ONE WALL PLAZA	0.258	FRANKLIN MOUNTAIN PERMIAN IV LP		$ 20,450,168
R000025862	110 W LOUISIANA AV	BLK: 013, ALL, ADDN: HOMESTEAD	2.066	FRANKLIN MOUNTAIN PERMIAN V LP		$ 10,685,578
R000203975	504 N DALLAS ST	BLK: 003, LOT: 006, ADDN: OLD PUEBLO PARK SEC 3	0.103	FUENTES MEGAN		$ 138,660
R000035183	217 N MAIN ST	BLK: 037, LOT: 002 S/2, ADDN: ORIGINAL TOWN	0.08	FULCRUM PROPERTIES LLC		$ 181,340
R000035004	406 N MAIN ST	BLK: 009, LOTS: 3(N50) & 4(S50), ADDN: ORIGINAL TOWN	0.321	G T PARTNERS		$ 1,118,457
R000034976	509 N TERRELL ST	BLK: 004, LOT: 001 M.50, ADDN: ORIGINAL TOWN	0.161	GALLARDO MARCUS		$ 213,040
R000032399	400 N LAMESA RD	BLK: 006, LOT: 007, ADDN: MOODY	0.161	GALVAN JUANITA RUBIO		$ 48,070
R000214345	808 N WEATHERFORD ST	BLK:007, LOT: 002, ADDN: HOMESTEAD, SEC 12	0.161	GAMINO STEPHANIE		$ 245,110
R000058244	500 N FORT WORTH ST	BLK: 001, LOT: 007, ADDN: OLD PUEBLO PARK	0.112	GARCIA ADRIAN		$ 182,640
R000035021	301 E OHIO AV	BLK: 011, LOT: 003 W.70 OF S.100, ADDN: ORIGINAL TOWN	0.161	GARCIA CEZAR G		$ 180,280
R000035213	306 E ILLINOIS AV	BLK: 040, LOT: 012 E 55, ADDN: ORIGINAL TOWN	0.063	GARCIA ELEACER		$ 37,980
R000035045	411 N MINEOLA ST	BLK: 014, LOT: 001 N.50, ADDN: ORIGINAL TOWN	0.072	GARCIA LUPE V		$ 32,990
R000203802	802 N BAIRD ST	BLK: 008, LOT: 002, ADDN: HOMESTEAD, SEC 4	0.182	GARCIA MARTIN SR		$ 29,730
R000025940	600 N DALLAS ST	BLK: 022, LOT: 007, ADDN: HOMESTEAD	0.161	GARCIA TERESA		$ 14,000
R000035225	0 N DALLAS ST	BLK: 042, LOT: 010, ADDN: ORIGINAL TOWN	0.161	GARZA EDWARD T		$ 14,000
R000035220	203 N TERRELL ST	BLK: 042, LOT: 003, ADDN: ORIGINAL TOWN	0.161	GARZA EDWARD T		$ 15,030
R000035216	500 E ILLINOIS AV	BLK: 042, LOT: 011, ADDN: ORIGINAL TOWN	0.161	GARZA EDWARD T		$ 70,260
R000035221	507 E FRONT ST	BLK: 042, LOTS: 004 & 5, ADDN: ORIGINAL TOWN	0.305	GARZA EDWARD T		$ 149,670
R000035219	205 N TERRELL ST	BLK: 042, LOT: 002, ADDN: ORIGINAL TOWN	0.161	GEORGE VELOZ MNGT LP		$ 14,000
R000034999	406 N LORAINE ST	BLK: 008, S.50 OF NW/4, ADDN: ORIGINAL TOWN	0.161	GGB LEASING LP		$ 19,690
R000035000	410 N LORAINE ST	BLK: 008, N.100 OF W/2, ADDN: ORIGINAL TOWN	0.321	GGB LEASING LP		$ 206,130
R000034998	106 W OHIO AV	BLK: 008, SW/4, ADDN: ORIGINAL TOWN	0.482	GGB LEASING LP		$ 212,830
R000058264	900 W WALL ST	BLK: 013, LOT; 014, ADDN: WEST END SEC 9	0.515	GLASS-JOHNSON HOSPICE HOUSE INC	E	$ -
R000026087	501 N LORAINE ST	BLK: 041, S.100 OF E/2, ADDN: HOMESTEAD	0.321	GOD'S RAINBOW PROMISES FELLOWSHIP	E	$ -
R000041031	921 N MAIN ST	BLK: 002, LOT: 002, ADDN: RICHARDSON ABILENE	0.158	GOLLIHAR JOHN B		$ 65,390
R000025814	0 N WEATHERFORD ST	BLK: 008, E/2 OF SE/4, ADDN: HOMESTEAD	0.241	GOMEZ ELIAS		$ 35,310
R000203801	800 N BAIRD ST	BLK: 008, LOT: 001 W/2, ADDN: HOMESTEAD SEC 4	0.108	GOMEZ ELIAS		$ 196,240
R000035055	403 N MARSHALL ST	BLK: 015, M.50 SE/4, ADDN: ORIGINAL TOWN, (AKA LOT 2B)	0.161	GONZALES DANIEL C		$ 14,000
R000035059	400 N MINEOLA ST	BLK: 015, S.50 SW/4, ADDN: ORIGINAL TOWN, (AKA S.50 OF LOT 3)	0.161	GONZALES DANIEL C		$ 15,220
R000058246	504 N FORT WORTH ST	BLK: 001, LOT: 009, ADDN: OLD PUEBLO PARK	0.115	GONZALES GEORGE M		$ 183,600
R000035079	308 N TERRELL ST	BLK: 019, LOT: 011, ADDN: ORIGINAL TOWN	0.161	GONZALES SAVINO EST		$ 78,770
R000025929	609 N MINEOLA ST	BLK: 021, M.50 OF NE/4, ADDN: HOMESTEAD	0.161	GONZALEZ LYDIA HUITRON		$ 148,430
R000211388	201 E KANSAS AV	BLK: 008, LOT: 001 E/2 , ADDN: HOMESTEAD SEC 4	0.108	GONZALEZ ROBERTO & NORMA		$ 96,390
R000025933	600 N TERRELL ST	BLK: 021, S.50 OF SW/4, ADDN: HOMESTEAD	0.161	GOOL GARY		$ 76,060
R000035190	305 N FORT WORTH ST	BLK: 022, LOT: 004, ADDN: ORIGINAL TOWN	0.161	GOOL GARY		$ 188,570
R000025993	607 N MARIENFELD ST	BLK: 031, S.50 OF NE/4, ADDN: HOMESTEAD	0.161	GRAHAM BUILDING LLC THE		$ 14,000
R000025996	0 N MARIENFELD ST	BLK: 031, N.50 OF SE/4, ADDN: HOMESTEAD	0.161	GRAHAM BUILDING LLC THE		$ 36,750
R000025994	604 N PECOS ST	BLK: 031, S.5 OF W.70 OF, ADDN: HOMESTEAD, NW/4 & N.50 OF SW/4	0.169	GRAHAM BUILDING LLC THE		$ 52,900
R000025995	511 W LOUISIANA AV	BLK: 031, W.70 OF NW/4 LESS S.5, ADDN: HOMESTEAD	0.233	GRAHAM BUILDING LLC THE		$ 53,290
R000025998	602 N PECOS ST	BLK: 031, N.56 OF S.100 OF SW/4, ADDN: HOMESTEAD	0.18	GRAHAM BUILDING LLC THE		$ 53,880
R000025999	600 N PECOS ST	BLK: 031, S.44 OF SW/4, ADDN: HOMESTEAD	0.141	GRAHAM BUILDING LLC THE		$ 54,500

APPENDIX A - CURRENT PROPERTY OWNERSHIP

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R000025992	601 N MARIENFELD ST	BLK: 031, S.100 OF SE/4, ADDN: HOMESTEAD	0.321	GRAHAM BUILDING LLC THE		$ 3,723,110
R000025588	700 W LOUISIANA AV	BLK: 001, LOTS: 021 THRU 26, ADDN: COUNTRY CLUB, HEIGHTS	1.207	GREAT WESTERN DRLG		$ 2,127,200
R000025858	710 N COLORADO ST	BLK: 012, N.100 OF NW/4, ADDN: HOMESTEAD	0.321	GRIMES AMY ET AL		$ 184,040
R000052043	707 W INDIANA AV	BLK: 050, LOT: 001, ADDN: WEST END	0.161	GROVER DAVID B		$ 84,670
R000035555	0 S MARIENFELD ST	BLK: 092, LOT: 005, ADDN: ORIGINAL TOWN	0.161	GTP ACQUISITION PARTNERS II LLC		$ 19,690
R000035556	504 W KENTUCKY AV	BLK: 092, LOT: 006, ADDN: ORIGINAL TOWN	0.161	GTP ACQUISITION PARTNERS II LLC		$ 36,750
R000035057	406 N MINEOLA ST	BLK: 015,N.50 SW/4, ADDN: ORIGINAL TOWN, (AKA W/2 OF N.50 OF, 3 & E/2 OF N.50 OF 3)	0.16	GUAJARDO MARGARITA L		$ 13,940
R000035058	404 N MINEOLA ST	BLK: 015, SW/4(N50 OF S100), ADDN: ORIGINAL TOWN, (AKA N50 S100 OF 3)	0.161	GUAJARDO MARGARITA L		$ 14,000
R000035062	408 N MINEOLA ST	BLK: 015, S.50 NW/4, ADDN: ORIGINAL TOWN, (AKA S.50 OF LOT 4)	0.161	GUAJARDO MARGARITA L		$ 83,890
R000035074	307 N MINEOLA ST	BLK: 019, LOTS: 003 & 4 E/2, ADDN: ORIGINAL TOWN	0.161	GUERRERO VALERIO		$ 19,010
R000035280	321 E WALL ST	BLK: 051, LOTS: 010 THRU 12 E.100, ADDN: ORIGINAL TOWN, LESS RIGHT OF WAY	0.172	GUZMAN AGAPITO		$ 37,830
R000026096	0 N MAIN ST	BLK: 043, N.50 OF SW/4 &, ADDN: HOMESTEAD, S.20 OF NW/4	0.225	HARTMAN DOYLE		$ 42,260
R000026095	500 N MAIN ST	BLK: 043, S.100 OF SW/4, ADDN: HOMESTEAD	0.321	HARTMAN DOYLE		$ 383,490
R000041043	910 N LORAINE ST	BLK: 002, LOT: 017, ADDN: RICHARDSON ABILENE	0.158	HASTINGS TIMOTHY B		$ 13,800
R000041044	912 N LORAINE ST	BLK: 002, LOT: 018, ADDN: RICHARDSON ABILENE	0.158	HASTINGS TIMOTHY B		$ 13,800
R000041042	814 N LORAINE ST	BLK: 002, LOT: 016, ADDN: RICHARDSON ABILENE	0.158	HASTINGS TIMOTHY B		$ 66,950
R000035085	523 E ILLINOIS AV	BLK: 020, LOTS: (005 & 6) E.90, ADDN: ORIGINAL TOWN	0.207	HATFIELD DEREK W		$ 87,780
R000035086	509 E ILLINOIS AV	BLK: 020, LOTS: (005 & 6) W.50, ADDN: ORIGINAL TOWN	0.115	HATFIELD DEREK W		$ 103,270
R000035223	204 N DALLAS ST	BLK: 042, LOT: 008, ADDN: ORIGINAL TOWN	0.161	HBCO CORPORATION		$ 14,000
R000035224	206 N DALLAS ST	BLK: 042, LOT: 009, ADDN: ORIGINAL TOWN	0.161	HBCO CORPORATION		$ 14,000
R000052049	810 W KENTUCKY AV	BLK: 050, LOT: 6(69X126 SW COR), ADDN: WEST END	0.352	HENDERSON VERA P		$ 159,320
R000035076	607 E ILLINOIS AV	BLK: 019, LOTS: 003 THRU 6 W/2, ADDN: ORIGINAL TOWN	0.321	HERB ERNEST		$ 56,000
R000035075	617 E ILLINOIS AV	BLK: 019, LOTS: 005 & 6 E/2, ADDN: ORIGINAL TOWN	0.161	HERB ERNEST		$ 177,910
R000025942	606 N DALLAS ST	BLK: 022, LOT: 009, ADDN: HOMESTEAD	0.161	HEREDIA MARIA		$ 14,000
R000025925	802 N MAIN ST	BLK: 009, LOT: 008, ADDN: HOMESTEAD	0.161	HERNANDEZ AMABELIA		$ 157,320
R000025805	803 N FORT WORTH ST	BLK: 007, S.75 OF N.250 OF E/2, ADDN: HOMESTEAD	0.241	HERNANDEZ CRUZ		$ 125,810
R000025988	603 N TERRELL ST	BLK: 022, LOT: 005, ADDN: HOMESTEAD	0.161	HERNANDEZ EFRAIN		$ 141,010
R000035043	408 N DALLAS ST	BLK: 013, M.50 OF NW/4, ADDN: ORIGINAL TOWN	0.161	HERNANDEZ JERARDO		$ 14,000
R000203972	510 N DALLAS ST	BLK: 003, LOT: 003, ADDN: OLD PUEBLO PARK SEC 3	0.103	HERNANDEZ JOAQUINA		$ 142,090
R000025934	611 N TERRELL ST	BLK: 022, LOT: 001, ADDN: HOMESTEAD	0.161	HERNANDEZ JOHNNY		$ 14,000
R000205485	608 N FORT WORTH ST	BLK: 023, S 50' OF N 100' OF NW/4, ADDN: HOMESTEAD	0.161	HERNANDEZ JUAN AND LUZ		$ 185,590
R000041034	911 N MAIN ST	BLK: 002, LOT: 006, ADDN: RICHARDSON ABILENE	0.158	HERRERA FRANCISCO		$ 191,240
R000051889	903 W MISSOURI AV	BLK: 031, LOT: 003, ADDN: WEST END	0.161	HERRMANN KEVIN AND AMANDA		$ 33,690
R000051888	901 W MISSOURI AV	BLK: 031, LOTS: 001 & 2, ADDN: WEST END	0.321	HERRMANN KEVIN AND AMANDA		$ 116,250
R000216162	201 S C ST	BLK: 031, LOT: 013 , ADDN: WEST END, SEC: 22	0.479	HERRMANN KEVIN AND AMANDA		$ 926,010
R000035040	402 N DALLAS ST	BLK: 013, LOT: 003 S.55 OF N.100, ADDN: ORIGINAL TOWN	0.177	HIGGINS JAMEE L		$ 217,610
R000026076	507 N COLORADO ST	BLK: 040, S.50 OF NE/4, ADDN: HOMESTEAD	0.161	HOMESTEAD MANAGEMENT TR		$ 14,000
R000026077	511 N COLORADO ST	BLK: 040, N.50 OF NE/4, ADDN: HOMESTEAD	0.161	HOMESTEAD MANAGEMENT TR		$ 16,720
R000026082	505 N COLORADO ST	BLK: 040, N.50 OF SE/4, ADDN: HOMESTEAD	0.161	HOMESTEAD MANAGEMENT TR		$ 44,710
R000026078	509 N COLORADO ST	BLK: 040, S.50 OF N.100 OF NE/4, ADDN: HOMESTEAD	0.161	HOMESTEAD MANAGEMENT TR		$ 64,380
R000025945	600 N FORT WORTH ST	BLK: 023, S.50 OF W/2, ADDN: HOMESTEAD	0.161	HUBBARD BOLES		$ 14,000
R000025953	602 N FORT WORTH ST	BLK: 023, N.50 OF S.100 OF W/2, ADDN: HOMESTEAD	0.161	HUBBARD BOLES		$ 14,000
R000035101	0 N FORT WORTH ST	BLK: 022, LOT: 005, ADDN: ORIGINAL TOWN	0.161	HUGHES DAVID C		$ 19,690
R000035103	311 E ILLINOIS AV	BLK: 022, LOT: 006, ADDN: ORIGINAL TOWN	0.161	HUGHES DAVID C		$ 136,040
R000026122	600 W OHIO AV	BLK: 048, ALL, ADDN: HOMESTEAD	2.066	HUGHES DEVELOPMENT LLC		$ 1,176,110
R000035225	401 W TEXAS AV	BLK: 057, LOTS: 1; 2(E90) & 3, ADDN: ORIGINAL TOWN	0.367	INDUSPAD MIDLAND CHARMS LLC		$ 600,000
R000026054	308 E LOUISIANA AV	BLK: 024, E/2 ALL (AKA 1 THRU 6), ADDN: HOMESTEAD	0.964	JACKSON LEILA GHAI		$ 113,830
R000209690	701 N LORAINE ST	BLK: 012, LOT: 003, ADDN: HOMESTEAD, SEC 9	0.347	JAMESON FAMILY PARTNERSHIP LP		$ 30,250
R000035101	404 N DALLAS ST	BLK: 013, N.45 OF SW/4, ADDN: ORIGINAL TOWN	0.145	JARAMILLO JENNIFER		$ 205,620
R000025973	506 N MARIENFELD ST	BLK: 039, S/2 OF NW/4, ADDN: HOMESTEAD	0.241	JKL 20 LP		$ 24,750

APPENDIX A - CURRENT PROPERTY OWNERSHIP

Property ID	Street Address	Legal Description	Acres	Owner Name	Exemption	Taxable Value
R000035227	113 N BIG SPRING ST	BLK: 057, LOT: 004 S/2, ADDN: ORIGINAL TOWN	0.08	JLC LLC		$ 20,340
R000035226	111 N BIG SPRING ST	BLK: 057, LOT: 004 N/2, ADDN: ORIGINAL TOWN	0.08	JLC LLC		$ 116,890
R000035228	400 W WALL ST	BLK: 057, LOTS: 005 & 6, ADDN: ORIGINAL TOWN	0.321	JLC LLC		$ 1,269,530
R000025991	501 W LOUISIANA AV	BLK:031, N.100 OF NE/4, ADDN: HOMESTEAD	0.321	JOB RESIDENCES LLC		$ 570,990
R000109947	701 N WEATHERFORD ST	BLK: 015, LOT: 006, ADDN: HOMESTEAD SEC 3	0.172	JOHNSON LAVONDA E		$ 163,470
R000035033	410 N FORT WORTH ST	BLK: 012, N.50 OF NW/4, ADDN: ORIGINAL TOWN	0.161	JOHNSON ROSEMARY E		$ 85,530
R000025958	0 N BAIRD ST	BLK: 025, N/99.48 OF W/2, ADDN: HOMESTEAD	0.32	JONES JERRY		$ 27,850
R000025965	0 N WEATHERFORD ST	BLK: 025, M.50 OF SE/4, ADDN: HOMESTEAD	0.161	JONES JERRY L		$ 19,690
R000025964	0 N WEATHERFORD ST	BLK: 025, N.50 OF SE/4, ADDN: HOMESTEAD	0.161	JONES JERRY L		$ 19,690
R000025962	607 N WEATHERFORD ST	BLK: 025, S.53 OF NE/4, ADDN: HOMESTEAD	0.17	JONES JERRY L		$ 20,870
R000035139	500 W ILLINOIS AV	BLK: 029, E/2, ADDN: ORIGINAL TOWN	0.964	KAUFMAN KITTRIDGE LP ET AL		$ 28,605,080
R000052048	0 W INDIANA AV	BLK: 050, LOT: 005, ADDN: WEST END	0.193	KEA BUILDERS LLC		$ 33,600
R000052047	713 W INDIANA AV	BLK: 050, LOT: 004, ADDN: WEST END	0.138	KEA BUILDERS LLC		$ 596,020
R000051788	806 W MISSOURI AV	BLK: 015, LOT: 009, ADDN: WEST END	0.161	KIMBROUGH ENGINEERING COMPANY LLC		$ 50,750
R000051789	800 W MISSOURI AV	BLK: 015, LOTS: 010 THRU 12 S.75, ADDN: WEST END	0.258	KIMBROUGH ENGINEERING COMPANY LLC		$ 157,590
R000035367	401 W WALL ST	BLK: 063, LOTS: 001 THRU 3 & 11 &, ADDN: ORIGINAL TOWN, 12 E.35	0.631	KINCO PARTNERS LTD		$ 4,487,380
R000025960	609 N WEATHERFORD ST	BLK: 025, N97 OF NE/4, ADDN: HOMESTEAD	0.312	KMISS LLC		$ 78,810
R000035019	401 N FORT WORTH ST	BLK: 011, LOT: 002 S.100, ADDN: ORIGINAL TOWN	0.321	KMISS LLC		$ 129,960
R000025879	706 N WEATHERFORD ST	BLK: 016, S. 50 OF NW/4 & ALL OF, ADDN: HOMESTEAD, SW/4	0.643	KMISS LLC		$ 228,890
R000035345	619 W TEXAS AV	BLK: 059, LOT: 010 E.86 OF S.40, ADDN: ORIGINAL TOWN, & W.54 OF 10 THRU 12	0.265	L & L AUSTEX LLC		$ 696,030
R000025931	0 N MINEOLA ST	BLK: 021, M.50 OF SE/4, ADDN: HOMESTEAD	0.161	LAABS DAVIS		$ 14,000
R000058248	508 N FORT WORTH ST	BLK: 001, LOT: 011, ADDN: OLD PUEBLO PARK	0.115	LANGSTON RACHEL MACKENZIE		$ 190,590
R000025956	604 N WEATHERFORD ST	BLK: 024, ALL OF SW/4, ADDN: HOMESTEAD	0.482	LARSON HOLDINGS LLC		$ 193,340
R000025858	0 N MAIN ST	BLK: 014, S.50 OF S.100 OF NW/4, ADDN: HOMESTEAD	0.161	LAURA CASTILLO GROUP LLC		$ 14,000
R000025856	710 N MAIN ST	BLK: 014, N.50 OF NW/4, ADDN: HOMESTEAD	0.161	LAURA CASTILLO GROUP LLC		$ 14,000
R000025857	708 N MAIN ST	BLK: 014, N.50 OF S.100 OF NW/4, ADDN: HOMESTEAD	0.161	LAURA CASTILLO GROUP LLC		$ 14,560
R000035005	407 N TERRELL ST	BLK: 013, S/2 OF NE/4, ADDN: ORIGINAL TOWN	0.241	LEWALLEN GARCIA PARTNERS HOLDINGS LLC		$ 55,060
R000035038	405 N TERRELL ST	BLK: 013, N.50 OF SE/4, ADDN: ORIGINAL TOWN	0.161	LEWALLEN GARCIA PARTNERS HOLDINGS LLC		$ 216,780
R000035034	508 E TENNESSEE AV	BLK: 013, N/2 OF NE/4, ADDN: ORIGINAL TOWN	0.241	LEWALLEN-GARCIA PARTNERS		$ 21,000
R000025928	607 N MINEOLA ST	BLK: 021, S.50 OF NE/4, ADDN: HOMESTEAD	0.161	LEWIS LOVIE		$ 24,520
R000035044	410 N DALLAS ST	BLK: 013, N.50 OF NW/4, ADDN: ORIGINAL TOWN	0.161	LLENZA CHARLOTTE A		$ 14,000
R000047940	412 N TERRELL ST	BLK: 001, LOT: 001, ADDN: TENNESSEE SEC 1	0.257	LONE STAR FLOORING SERVICES LLC		$ 208,140
R000025976	107 W LOUISIANA AV	BLK: 027, E.70 OF N.100 OF NW/4, ADDN: HOMESTEAD	0.161	LONG SARAH M		$ 167,800
R000025809	802 N WEATHERFORD ST	BLK: 007, SW/4, ADDN: HOMESTEAD	0.482	LOPEZ ISABELLE TERESA		$ 324,210
R000034978	505 N TERRELL ST	BLK: 004, LOT: 002 N.50, ADDN: ORIGINAL TOWN	0.161	LOPEZ JASMINE F		$ 68,990
R000034957	503 N LAMESA RD	BLK: 002, M.50 OF SE/4 LESS, ADDN: ORIGINAL TOWN, TRI ON E SIDE	0.142	LOPEZ JESSE RODRIGUEZ		$ 12,360
R000034956	0 N LAMESA RD	BLK: 002, W PT OF N.50 OF SE/4, ADDN: ORIGINAL TOWN	0.112	LOPEZ JESSE RODRIGUEZ		$ 13,590
R000034959	501 N MARSHALL ST	BLK 002, S.50 OF SE/4, ADDN: ORIGINAL TOWN	0.161	LOPEZ JESSE RODRIGUEZ		$ 21,160
R000035061	410 N MINEOLA ST	BLK: 015, N.100 NW/4, ADDN: ORIGINAL TOWN, (AKA N.100 OF LOT 4)	0.321	LOPEZ REYMUNDO		$ 32,460
R000035188	200 N LORAINE ST	BLK: 037, LOTS: 007 THRU 12, ADDN: ORIGINAL TOWN	0.964	LORAINE AT TEXAS		$ 26,408,990
R000052050	802 W KENTUCKY AV	BLK: 050, LOT: 007, ADDN: WEST END	0.153	LOUIS E INVESMENTS LLC		$ 48,190
R000052051	800 W KENTUCKY AV	BLK: 050, LOT: 008, ADDN: WEST END	0.158	LOUIS E INVESMENTS LLC		$ 49,990
R000052046	711 W INDIANA AV	BLK: 050, LOT: 003, ADDN: WEST END	0.149	LOUIS E INVESMENTS LLC		$ 221,170
R000032644	1109 E FRONT ST	BLK: 014, LOT: 001, 002 & 003 E/2, ADDN: MOODY	0.294	LOZANO OSBALDO		$ 174,260
R000035382	112 S LORAINE ST	BLK: 065, LOTS: 022 THRU 24, ADDN: ORIGINAL TOWN	0.241	LS BRENTWAY LLC		$ 834,620
R000041930	923 N MAIN ST	BLK: 002, LOT: 001, ADDN: RICHARDSON ABILENE	0.158	LUEVANOS JOSE LUIS		$ 78,700
R000224149	405 N FORT WORTH ST	BLK:011, LOT:005, ADDN: ORIGINAL TOWN	0.16	LUPITA HOMES CONSTRUCTION		$ 13,900
R000026079	502 N BIG SPRING ST	BLK: 040, N.50 OF SW/4 &, ADDN: HOMESTEAD, S.75 OF NW/4	0.402	LWM COMMERCIAL PROPERTIES LTD		$ 450,400
R000051001	206 N A ST	BLK: 032, LOT: 004, ADDN: WEST END	0.177	M I S D	E	$ -
R000051000	204 S A ST	BLK: 032, LOT: 003, ADDN: WEST END	0.177	M I S D	E	$ -

APPENDIX A - CURRENT PROPERTY OWNERSHIP

Property ID	Street Address	Legal Description	Acres	Owner Name	Exemption	Taxable Value
R000035544	0 S PECOS ST	BLK: 090, LOTS: 004 THRU 6, ADDN: ORIGINAL TOWN, MASHBURN BLDG PKLT	0.482	M I S D	E	$ -
R000035545	615 W MISSOURI AV	BLK: 090, LOTS: 007 THRU 12 & PT, ADDN: ORIGINAL TOWN, CARRIZO ST ADJ TO W/SIDE, SCH: ADMINSTRATION BLDG	1.18	M I S D	E	$ -
R000025804	401 N COLORADO ST	BLK: 045, S.50 OF SE/4, ADDN: HOMESTEAD	0.161	M&M PROPERTIES		$ 299,320
R000035039	400 N DALLAS ST	BLK: 013, LOT: 003 S.50, ADDN: ORIGINAL TOWN	0.161	MADRID MARIA GONZALES		$ 67,170
R000025813	811 N WEATHERFORD ST	BLK: 008, N.50 OF NE/4, ADDN: HOMESTEAD	0.08	MAGALLANES CATRINA		$ 46,220
R000203113	811 N WEATHERFORD ST	BLK: 008, E/2 OF N50 OF NE/4, ADDN: HOMESTEAD	0.08	MAGALLANES ELIZABETH		$ 43,990
R000025817	818 N BAIRD ST	BLK: 008, N.200 OF W/2, ADDN: HOMESTEAD	0.643	MAGALLANES FRANCO		$ 100,250
R000035194	218 N MAIN ST	BLK: 038, LOT: 012 N/2, ADDN: ORIGINAL TOWN (UNIT # A)	0.027	MAIN STREET HOLDINGS AB LLC		$ 194,780
R000025967	605 N BAIRD ST	BLK:026, S.36 OF NE/4, ADDN: HOMESTEAD	0.116	MALDONADO DORA EST		$ 38,830
R000025966	108 E LOUISIANA AV	BLK: 026, N.114 OF NE/4, ADDN: HOMESTEAD	0.366	MALDONADO DORA EST		$ 125,100
R000025969	111 E MICHIGAN AV	BLK:026, SE/4, ADDN: HOMESTEAD	0.482	MALDONADO DORA EST		$ 223,870
R000032396	405 N LEE ST	BLK: 006, LOT: 004, ADDN: MOODY	0.161	MALDONADO JUAN A		$ 48,820
R000014585	718 W LOUISIANA AV	BLK: 001, LOTS: 16(E/2) & 17, ADDN: COUNTRY CLUB, HEIGHTS	0.241	MANULIK MATTHEW C		$ 107,620
R000041049	108 W KANSAS AV	BLK: 002, LOT: 023, ADDN: RICHARDSON ABILENE	0.161	MAROC INDUSTRIES LLC		$ 157,720
R000052044	709 W INDIANA AV	BLK: 050, LOT: 002 E.50, ADDN: WEST END	0.152	MARTIN WATER LABORATORIES INC		$ 167,830
R000052045		BLK: 050, LOT: 002 W.5, ADDN: WEST END	0.015	MARTIN WATER LABORATORIES INC.		$ 2,650
R000035031	406 N FORT WORTH ST	BLK: 012, LOT: 004 S.50, ADDN: ORIGINAL TOWN	0.161	MARTINEZ JAVIER		$ 14,000
R000025803	807 N FORT WORTH ST	BLK: 007, S.50 OF N.125 OF E/2, ADDN: HOMESTEAD	0.161	MARTINEZ JAVIER		$ 58,110
R000035025	406 E TENNESSEE AV	BLK: 012, LOT: 001 W.35 OF W/2, ADDN: ORIGINAL TOWN	0.121	MARTINEZ JAVIER		$ 149,310
R000035024	406 E TENNESSEE AV	BLK: 012, LOT: 001 E.35 OF W/2, ADDN: ORIGINAL TOWN	0.121	MARTINEZ PETRA		$ 10,500
R000032404	410 N LAMESA RD	BLK: 006, LOT: 012, ADDN: MOODY	0.161	MARTINEZ ROSALVA		$ 18,940
R000032403	408 N LAMESA RD	BLK: 006, LOT: 011, ADDN: MOODY	0.161	MARTINEZ ROSALVA		$ 19,750
R000025927	610 N TERRELL ST	BLK: 021, N.50 OF NW/4, ADDN: HOMESTEAD	0.161	MASTER MATILDE REYES		$ 24,940
R000051896	900 W INDIANA AV	BLK: 031, LOT: S.42.5 OF LOT 11, ADDN: WEST END, & LOT 12	0.098	MATS MAINTENANCE		$ 57,140
R000026021	700 N MARIENFELD ST	BLK: 010, S.50 OF W/2, ADDN: HOMESTEAD	0.161	MC ANDREW MIKE		$ 197,590
R000052012	705 W KENTUCKY AV	BLK: 051, LOTS: 1-4 & TRI(W/SD), ADDN: WEST END	0.738	MCCONAUGHEY GEORGANNE HURT		$ 273,080
R000035031	120 S LORAINE ST	BLK: 065, LOT: 021, ADDN: ORIGINAL TOWN	0.08	MEADOWS HENRY EDWARD JR ET AL		$ 14,970
R000035380	120 S LORAINE ST	BLK: 065, LOTS: 019 & 20, ADDN: ORIGINAL TOWN	0.161	MEADOWS HENRY EDWARD JR ET AL		$ 50,150
R000014584	724 W LOUISIANA AV	BLK: 001, LOTS: 14 & 15 & 16(W/2), ADDN: COUNTRY CLUB, HEIGHTS	0.402	MEISSNER MARTIN C REVO LIV TR EST		$ 194,540
R000025930	608 N TERRELL ST	BLK: 021, M.50 OF NW/4, ADDN: HOMESTEAD	0.161	MELENDEZ VIRGINIA		$ 160,170
R000034992	504 N WEATHERFORD ST	BLK: 006,N.150 & S.100 OF SW/4, ADDN: ORIGINAL TOWN	0.803	MIDLAND ACADEMY CHARTER SCHOOL	E	$ -
R000026097	500 N BAIRD ST	BLK: 044, ALL, ADDN: HOMESTEAD	2.066	MIDLAND ACADEMY CHARTER SCHOOL INC	E	$ -
R000025963	601 N WEATHERFORD ST	BLK: 025, S.50 OF SE/4, ADDN: HOMESTEAD	0.161	MIDLAND BUSINESS CENTER LLC		$ 19,690
R000025959	600 N BAIRD ST	BLK: 025, S.200.52 OF W/2, ADDN: HOMESTEAD	0.644	MIDLAND BUSINESS CENTER LLC		$ 986,820
R000026068	500 W TENNESSEE AV	BLK: 038, S.100 OF SE/4, ADDN: HOMESTEAD	0.321	MIDLAND CC DEVELOPMENT LLC		$ 56,000
R000026118	405 N MARIENFELD ST	BLK: 047, NE/4, ADDN: HOMESTEAD	0.482	MIDLAND CC DEVELOPMENT LLC		$ 1,235,760
R000035128	310 W ILLINOIS AV	BLK: 027, LOTS: 13A, ADDN: ORIGINAL TOWN, SEC 3	0.448	MIDLAND CHAMBER OF COMMERCE	E	$ -
R000035127	301 N COLORADO ST	BLK: 027, LOTS: 07A, ADDN: ORIGINAL TOWN, SEC 3	0.451	MIDLAND CHAMBER OF COMMERCE	E	$ -
R000034952	511 N LAMESA RD	BLK: 002, E/2 OF N50 OF NE/4, ADDN: ORIGINAL TOWN, REYES/SANCHEZ MEML PL, UNITY PLAZA	0.08	MIDLAND CITY OF	E	$ -
R000034952	511 N LAMESA RD	BLK: 002, E/2 OF N50 OF NE/4, ADDN: ORIGINAL TOWN, REYES/SANCHEZ MEML PL, UNITY PLAZA	0.08	MIDLAND CITY OF	E	$ -
R000034954	507 N LAMESA RD	BLK: 002, S.50 OF NE/4, ADDN: ORIGINAL TOWN	0.161	MIDLAND CITY OF	E	$ -
R000034953	507 N LAMESA RD	BLK: 002, M.50 OF NE/4, ADDN: ORIGINAL TOWN	0.161	MIDLAND CITY OF	E	$ -
R000034968	501 N MINEOLA ST	BLK: 003, LOTS: 005&6 AKA (S 2/3, ADDN: ORIGINAL TOWN, OF SE/4)	0.321	MIDLAND CITY OF	E	$ -
R000035187	0 N MAIN ST	BLK: 037, LOT: 006, ADDN: ORIGINAL TOWN	0.161	MIDLAND CITY OF	E	$ -
R000026080	0 N COLORADO ST	BLK: 028, W/2, ADDN: HOMESTEAD	0.964	MIDLAND CITY OF	E	$ -
R000035776	406 E TEXAS AV	BLK: 050, ALL, ADDN: ORIGINAL TOWN	0.985	MIDLAND CITY OF	E	$ -
R000017754	900 N BIG SPRING ST	BLK: 018, LOT: 002, ADDN: ELMWOOD SEC 2, VOLUNTEER PARK	0.501	MIDLAND CITY OF	E	$ -
R000217757	106 W WALL ST	BLK: 054, LOT:01A ADDN: ORIGINAL TOWN, SEC 14	1.514	MIDLAND CITY OF	E	$ -
R000217756	105 N MAIN ST	BLK: 054, LOT 02A: ADDN: ORIGINAL TOWN, SEC 14,	1.432	MIDLAND CITY OF	E	$ -
R000025979	601 N LORAINE ST	BLK: 028, E/2, ADDN: HOMESTEAD	0.964	MIDLAND CITY OF	E	$ -

APPENDIX A - CURRENT PROPERTY OWNERSHIP

Property ID	Street Address	Legal Description	Acres	Owner Name	Exemption	Taxable Value
R000035315	300 N LORAINE ST	BLK: 025, LOTS: 004 THRU 12, ADDN: ORIGINAL TOWN	1.446	MIDLAND CITY OF	E	$ -
R000035315	300 N LORAINE ST	BLK: 025, LOTS: 004 THRU 12, ADDN: ORIGINAL TOWN	1.446	MIDLAND CITY OF	E	$ -
R000212768	200 W WALL ST	BLK: 055, LOT: 001A, ADDN: ORIGINAL TOWN, SEC 14	2.066	MIDLAND CITY OF	E	$ -
R000035294	108 E TEXAS AV	BLK: 053, LT O1A, ADDN: ORIGINAL TOWN, SEC 7	0.368	MIDLAND CITY OF	E	$ -
R000035294	108 E TEXAS AV	BLK: 053, LT O1A, ADDN: ORIGINAL TOWN, SEC 7	0.368	MIDLAND CITY OF	E	$ -
R000035093	407 E ILLINOIS AV	BLK: 021, LOT: 006, ADDN: ORIGINAL TOWN	0.161	MIDLAND CO REPUBLICAN PARTY		$ 56,890
R000035181	105 W ILLINOIS AV	BLK: 037, LOT: 001, ADDN: ORIGINAL TOWN	0.161	MIDLAND COMMUNITY COLLEGE DISTRICT	E	$ -
R000034939	611 N LAMESA RD	BLK: 001, LOT: 001, ADDN: ORIGINAL TOWN	0.107	MIDLAND COMMUNITY DEVELOPMENT CORP	E	$ -
R000185323		COMMON AREA A &,PUBLIC UTILITY EASEMENT,ADDN: OLD PUEBLO PARK	0.837	MIDLAND COMMUNITY DEVELOPMENT CORP	E	$ -
R000034940	609 N LAMESA RD	BLK: 001, LOT: 002, ADDN: ORIGINAL TOWN	0.54	MIDLAND COMMUNITY DEVELOPMENT CORP	E	$ -
R000034940	609 N LAMESA RD	BLK: 001, LOT: 002, ADDN: ORIGINAL TOWN	0.54	MIDLAND COMMUNITY DEVELOPMENT CORP	E	$ -
R000035540	208 S MARIENFELD ST	BLK: 089, LOTS: 005 & 6, ADDN: ORIGINAL TOWN	0.321	MIDLAND COMMUNITY DEVELOPMENT CORP	E	$ -
R000035541	0 S PECOS ST	BLK: 089, LOTS: 007 THRU 9, ADDN: ORIGINAL TOWN	0.482	MIDLAND COMMUNITY DEVELOPMENT CORP	E	$ -
R000025878	701 N FORT WORTH ST	BLK: 016, E/2, ADDN: HOMESTEAD	0.964	MIDLAND COMMUNITY DEVELOPMENT CORP	E	$ -
R000035176	208 N COLORADO ST	BLK: 036, LOTS: 010 THRU 15 (NORTH, ADDN: ORIGINAL TOWN, PARTS) & 7 O/O LOT 9	0.273	MIDLAND COMMUNITY THEATER	E	$ -
R000025977	605 N MAIN ST	BLK: 027, N.50 OF SE/4, ADDN: HOMESTEAD	0.161	MIDLAND COUNTY	E	$ -
R000025810	801 N FORT WORTH ST	BLK: 007, S.50 OF E/2, ADDN: HOMESTEAD	0.161	MIDLAND COUNTY	E	$ -
R000025974	0 N MAIN ST	BLK:027, E/4, ADDN: HOMESTEAD	0.482	MIDLAND COUNTY	E	$ -
R000026094	514 N MAIN ST	BLK: 043, N.130 OF NW/4, ADDN: HOMESTEAD	0.418	MIDLAND COUNTY	E	$ -
R000185297	0 N BAIRD ST	BLK: 043, N 185.7' OF E/2,ADDN: HOMESTEAD	0.597	MIDLAND COUNTY	E	$ -
R000025971	0 N MAIN ST	BLK: 026, SW/4, ADDN: HOMESTEAD	0.482	MIDLAND COUNTY	E	$ -
R000025978	601 N MAIN ST	BLK: 027, S.100 OF SE/4, ADDN: HOMESTEAD	0.321	MIDLAND COUNTY	E	$ -
R000035565	200 W FRONT ST	BLK: 095, (51000 SQ FT), ADDN: ORIGINAL TOWN	1.171	MIDLAND COUNTY	E	$ -
R000035297	213 N WEATHERFORD ST	BLK: 039, LOT: 003 & N/2 OF LOT 4, ADDN: ORIGINAL TOWN	0.241	MIDLAND COUNTY	E	$ -
R000035296	800 W FRONT ST	BLK: 67 1/2, LOT: ALL, ADDN: WEST END	0.2	MIDLAND COUNTY	E	$ -
R000026038	509 N LORAINE ST	BLK: 041, N.100 OF E/2, ADDN: HOMESTEAD	0.321	MIDLAND COUNTY	E	$ -
R000035229	301 W MISSOURI AV	BLK: 087, LOTS: 1-5(LESS E/2), ADDN: ORIGINAL TOWN, OF 87 PLUS	0.964	MIDLAND COUNTY	E	$ -
R000035190	200 N MAIN ST	BLK: 038, LOT: 007 & S/2 OF LOT 8, ADDN: ORIGINAL TOWN	0.241	MIDLAND COUNTY	E	$ -
R000026092	500 N LORAINE ST	BLK: 042, ALL, ADDN: HOMESTEAD	2.066	MIDLAND COUNTY	E	$ -
R000025989	0 N COLORADO ST	BLK: 029, S.175 OF E/2, ADDN: HOMESTEAD	0.562	MIDLAND COUNTY		$ 110,260
R000035168	210 N BIG SPRING ST	BLK: 035, LOTS: 009 THRU 12, ADDN: ORIGINAL TOWN	0.643	MIDLAND DEVELOPMENT CORP	E	$ -
R000211781	211 N COLORADO ST	BLK: 035, LOT: 01A, ADDN: ORIGINAL TOWN, SEC 8	0.635	MIDLAND DEVELOPMENT CORP	E	$ -
R000035166	304 W TEXAS AV	BLK: 035, LOTS: 005 & 6, ADDN: ORIGINAL TOWN	0.321	MIDLAND DEVELOPMENT CORP	E	$ -
R000035209	303 E TEXAS AV	BLK: 040, LOTS: 007 THRU 11, ADDN: ORIGINAL TOWN	0.803	MIDLAND HABITAT FOR HUMANITY	E	$ -
R000035207	205 N FORT WORTH ST	BLK: 040, LOT: 004, ADDN: ORIGINAL TOWN	0.161	MIDLAND NAUTICAL SOCIETY LLC		$ 14,000
R000035206	207 N FORT WORTH ST	BLK: 040, LOT: 003, ADDN: ORIGINAL TOWN	0.161	MIDLAND NAUTICAL SOCIETY LLC		$ 14,000
R000035528	309 W MISSOURI AV	BLKS: 086; 087, 094 & 095, LOT: LESS 51000 SQ FT &, CLOSED STREETS & ALLEYS	4.854	MIDLAND SUPERBLOCK		$ 400,400
R000035528	309 W MISSOURI AV	BLKS: 086; 087, 094 & 095, LOT: LESS 51000 SQ FT &, CLOSED STREETS & ALLEYS	4.854	MIDLAND SUPERBLOCK		$ 400,400
R000035528	309 W MISSOURI AV	BLKS: 086; 087, 094 & 095, LOT: LESS 51000 SQ FT &, CLOSED STREETS & ALLEYS	4.854	MIDLAND SUPERBLOCK		$ 400,400
R000035204	312 E ILLINOIS AV	BLK: 040, LOT: 001 & 002, ADDN: ORIGINAL TOWN	0.321	MIDLAND YACHT CLUB LLC		$ 162,350
R000035178	214 N COLORADO ST	BLK: 036, LOT: 017 S/2, ADDN: ORIGINAL TOWN	0.08	MIDLAND YUCCA REALTY INC		$ 9,020
R000035179	216 N COLORADO ST	BLK: 036, LOT: 017 N/2, ADDN: ORIGINAL TOWN	0.08	MIDLAND YUCCA REALTY INC		$ 9,020
R000035177	212 N COLORADO ST	BLK: 036, LOT: 016, ADDN: ORIGINAL TOWN	0.161	MIDLAND YUCCA REALTY INC		$ 17,870
R000035180	220 N COLORADO ST	BLK: 036, LOT: 018, ADDN: ORIGINAL TOWN	0.161	MIDLAND YUCCA REALTY INC		$ 17,870
R000035172	207 N LORAINE ST	BLK: 036, LOT: 003, ADDN: ORIGINAL TOWN	0.161	MIDLAND YUCCA REALTY INC		$ 19,230
R000035171	209 N LORAINE ST	BLK: 036, LOT: 002, ADDN: ORIGINAL TOWN	0.161	MIDLAND YUCCA REALTY INC		$ 19,230
R000035170	211 N LORAINE ST	BLK: 036, LOT: 001, ADDN: ORIGINAL TOWN	0.161	MIDLAND YUCCA REALTY INC		$ 25,270
R000035173	200 W TEXAS AV	BLK: 036, LOTS: 004 & 5, ADDN: ORIGINAL TOWN	0.149	MIDLAND YUCCA REALTY INC		$ 30,860
R000035174	206 W TEXAS AV	BLK: 036, LOTS: 006 THRU 8 & E.18, ADDN: ORIGINAL TOWN, OF LOT 9	0.278	MIDLAND YUCCA REALTY INC		$ 58,580
R000035175	212 W TEXAS AV	BLK: 036, LOT: 009 W.7 & ALL OF, ADDN: ORIGINAL TOWN, LOTS 10 THRU 15 LESS N.PT	0.195	MIDLAND YUCCA REALTY INC		$ 3,429,494

APPENDIX A - CURRENT PROPERTY OWNERSHIP

Property ID	Street Address	Legal Description	Acres	Owner Name	Exemption	Taxable Value
R000035330	106 N MARIENFELD ST	BLK: 057, LOT: 009, ADDN: ORIGINAL TOWN	0.161	MIDLANDMC LLC		$ 88,500
R000025847	0 N MARIENFELD ST	BLK: 010, S.50 OF N.100 OF NW/4, ADDN: HOMESTEAD	0.161	MIDPAR LTD		$ 14,000
R000025833	710 N MARIENFELD ST	BLK: 010, N.50 OF NW/4, ADDN: HOMESTEAD	0.161	MIDPAR LTD		$ 14,000
R000025846	0 N MARIENFELD ST	BLK: 010, N.50 OF S.100 OF W/2, ADDN: HOMESTEAD	0.161	MIDPAR LTD		$ 19,690
R000025842	0 N MARIENFELD ST	BLK: 010, M.100 OF W/2, ADDN: HOMESTEAD	0.321	MIDPAR LTD		$ 39,380
R000026001	0 N MARIENFELD ST	BLK: 31A, LOT: 001A, ADDN: HOMESTEAD SEC 6	1.536	MIDPAR LTD		$ 83,640
R000025990	600 N MARIENFELD ST	BLK: 030, ALL, ADDN: HOMESTEAD	2.066	MIDPAR LTD		$ 34,470,266
R000035324	405 W TEXAS AV	BLK: 057, LOTS: 001 & 2 W.50, ADDN: ORIGINAL TOWN	0.115	MILLER ROBERT REECE		$ 29,060
R000035680		BLK: 112 .06 AC TR N.,SIDE OF FRONT & PECOS,ADDN: ORIGINAL TOWN	0.064	MISSOURI PACIFIC RR CO		$ 5,550
R000035548	610 W KENTUCKY AV	BLK: 091, LOTS: 007 THRU 9, ADDN: ORIGINAL TOWN	0.504	MJL CORP		$ 204,200
R000214854	901 N MAIN ST	BLK: 002, LOT: 008, ADDN: RICHARDSON ABILENE	0.158	MOCTEZUMA NICOLAS		$ 220,870
R000034970	500 N TERRELL ST	BLK: 003, SW/4 LESS S.75, ADDN: ORIGINAL TOWN	0.241	MONARREZ LAURA G		$ 138,760
R000025819	809 N BAIRD ST	BLK: 009, N.75 OF NE/4, ADDN: HOMESTEAD, (AKA 1 & N/2 OF 2)	0.241	MONTOYA ARMIDA		$ 98,820
R000026120	403 N MARIENFELD ST	BLK: 047, N.70 OF SE/4, ADDN: HOMESTEAD	0.225	MOORE WAYNE AND JO ANN	E	$ -
R000214344	810 N WEATHERFORD ST	BLK:007, LOT: 001 ADDN: HOMESTEAD, SEC 12	0.162	MORALES CESAR GUADALUPE		$ 241,970
R000017947	805 N LORAINE ST	BLK: 001, LOT: 003 E.115, ADDN: ESTES	0.132	MORALES EDUARDO ET AL		$ 242,880
R000025829	806 N MAIN ST	BLK: 009, LOT: 10(S50 OF NW/4), ADDN: HOMESTEAD	0.161	MORENO JOSE A		$ 175,450
R000025830	808 N MAIN ST	BLK: 009, LOT: 11(M50 OF NW/4), ADDN: HOMESTEAD	0.161	MORENO JOSE ANTONIO		$ 24,080
R000109946	703 N WEATHERFORD ST	BLK: 015, LOT: 005, ADDN: HOMESTEAD SEC 3	0.172	MORIN DANIEL ANTHONY		$ 163,470
R000025944	500 E LOUISIANA AV	BLK: 022, LOTS: 010;011 & 012, ADDN: HOMESTEAD	0.482	MR PROPERTY HOLDINGS LLC		$ 488,150
R000035378	223 W WALL ST	BLK: 065, LOT: 009 W.24.25 & ALL, ADDN: ORIGINAL TOWN, OF LOTS 10 THRU 12	0.296	MT223 LLC		$ 8,866,995
R000211116	400 N FORT WORTH ST	BLK: 012, LOT: 003 S.68, ADDN: ORIGINAL TOWN	0.219	MUNOZ PEDRO		$ 44,530
R000035030	400 N FORT WORTH ST	BLK: 012, LOT: 003 N.82, ADDN: ORIGINAL TOWN	0.263	MUNOZ PEDRO		$ 182,650
R000017667	600 W LOUISIANA AV	BLK: 001, LOT: 018, ADDN: ELMWOOD SEC 4	2.15	MY COMMUNITY FEDERAL CREDIT UNION		$ 2,500,000
R000109930	704 N BAIRD ST	BLK: 015, LOT: 009, ADDN: HOMESTEAD SEC 3	0.172	NAJERA AGAPITO JR		$ 155,360
R000035003	400 N MAIN ST	BLK: 009, S.100 OF W/2, ADDN: ORIGINAL TOWN	0.321	NAVIGATOR OIL & MINERALS INC		$ 166,560
R000051770	908 W WALL ST	BLK: 013, LOT: 7(S96) & 8(W46), ADDN: WEST END, LOT 8(LESS N47 OF W23)	0.236	NELSON ROY E		$ 163,170
R000034979	515 E TENNESSEE AV	BLK: 004, LOT: 002 S.100, ADDN: ORIGINAL TOWN	0.321	NLA LIVING TRUST		$ 113,930
R000035284	300 E TEXAS AV	BLK: 051, LOTS: 018 THRU 24, ADDN: ORIGINAL TOWN	0.562	NNN REIT LP		$ 285,500
R000035120	310 N COLORADO ST	BLK: 026, LOT: 011, ADDN: ORIGINAL TOWN	0.161	NOLLEY CAMILA O		$ 870,130
R000218744	504 N A ST	BLK: 035, LOT: 001 , ADDN: HOMESTEAD, SEC 16	1.33	NORTH A & TENNESSEE	E	$ -
R000035012	408 N BAIRD ST	BLK: 010, S.50 OF NW/4, ADDN: ORIGINAL TOWN	0.161	NORTH MAIN LLC		$ 19,690
R000035013	410 N BAIRD ST	BLK: 010, M.50 OF NW/4, ADDN: ORIGINAL TOWN	0.161	NORTH MAIN LLC		$ 19,690
R000035193	212 N MAIN ST	BLK: 038, LOTS: 10(N/2) & 11, ADDN: ORIGINAL TOWN	0.241	NORTH MAIN LLC		$ 626,210
R000035133	400 W ILLINOIS AV	BLK: 028, LOT: 003 S/2 & ALL OF, ADDN: ORIGINAL TOWN, LOTS 4 THRU 6	0.562	NORTH WATERFRONT-TEXAS LLC		$ 21,527,274
R000026111	410 W OHIO AV	BLK: 046, SW/4, ADDN: HOMESTEAD	0.482	O NEILL LEASING CO		$ 1,313,124
R000025822	801 N BAIRD ST	BLK: 009, LOT: 005 W/2 & ALL OF 6, ADDN: HOMESTEAD	0.241	OCHOA VICTOR &		$ 60,050
R000025821	805 N BAIRD ST	BLK: 009, LOT: 004 & N/2 OF LOT 5, ADDN: HOMESTEAD	0.241	OCHOA VICTOR &		$ 62,840
R000017945	202 W KANSAS AV	BLK: 001, LOT: 001 & 2 LESS W.69, ADDN: ESTES	0.229	OCHOA VICTOR R		$ 205,320
R000026067	0 N MARIENFELD ST	BLK: 038, N/3 OF SE/4, ADDN: HOMESTEAD	0.161	OGX REAL ESTATE LLC		$ 19,690
R000026109	400 N MARIENFELD ST	BLK: 046, NW/4, ADDN: HOMESTEAD	0.482	OGX REAL ESTATE LLC		$ 1,240,930
R000035282	301 E WALL ST	BLK: 051, LOTS: 013 THRU 15 W.75, ADDN: ORIGINAL TOWN	0.129	OK CARIOCA LLC		$ 98,640
R000058243	501 N DALLAS ST	BLK: 001, LOT: 006, ADDN: OLD PUEBLO PARK	0.112	OLIVAREZ NOEMI		$ 185,420
R000025849	701 N BAIRD ST	BLK:014, S.50 OF SE/4, ADDN: HOMESTEAD	0.161	OLIVAS MARTINA L		$ 96,370
R000025865	707 N BAIRD ST	BLK: 014, S.50 OF NE/4, ADDN: HOMESTEAD	0.161	OLIVAS SIXTO		$ 14,000
R000025871	703 N BAIRD ST	BLK 014, M.50 OF SE/4, ADDN: HOMESTEAD	0.161	OLIVAS SIXTO		$ 49,250
R000025870	705 N BAIRD ST	BLK: 014, N.50 OF SE/4, ADDN: HOMESTEAD	0.161	OLIVAS SIXTO		$ 57,370
R000041040	810 N LORAINE ST	BLK: 002, LOT: 014, ADDN: RICHARDSON ABILENE	0.158	ONTIVEROS SEVERIANA		$ 74,160
R000109944	707 N WEATHERFORD ST	BLK: 015, LOT: 003, ADDN: HOMESTEAD SEC 3	0.172	OUDEMS LATOYA DENISE		$ 187,250
R000025930	601 N DALLAS ST	BLK: 023, S.50 OF SE/4, ADDN: HOMESTEAD	0.161	PACHECO SANDRA C		$ 182,290

APPENDIX A - CURRENT PROPERTY OWNERSHIP

Property ID	Street Address	Legal Description	Acres	Owner Name	Exemption	Taxable Value
R000035131		BLK: 027, LOTS: 023 & 24, ADDN: ORIGINAL TOWN	0.161	PACHUCO LLC		$ 31,000
R000035130	316 N BIG SPRING ST	BLK: 027, LOT: 022, ADDN: ORIGINAL TOWN	0.08	PACHUCO LLC		$ 93,980
R000052816	401 E TEXAS AV	BLK: 041, LOTS: 007 & 8, ADDN: ORIGINAL TOWN	0.321	PATEL MOHANBHAI BALUBHAI ET AL		$ 115,548
R000034967	503 N MINEOLA ST	BLK: 003, LOT: 4(AKA N/3 OF SE/4), ADDN: ORIGINAL TOWN	0.161	PATILLO ARTHUR ETAL		$ 14,000
R000035119	308 N COLORADO ST	BLK: 026, LOT: 008 N/2 & ALL OF, ADDN: ORIGINAL TOWN, LOTS 9 & 10	0.402	PEGASUS BUILDING MNGT LLC		$ 668,150
R000109951	706 N BAIRD ST	BLK: 015, LOT: 010, ADDN: HOMESTEAD SEC 3	0.172	PEREZ NOEMI N		$ 157,940
R000051902	208 S A ST	BLK: 032, LOT: S 59.5 OF E/2, ADDN: WEST END	0.191	PERMIAN BASIN OFFICE PRODUCTS INC		$ 239,800
R000035186	203 N MAIN ST	BLK: 037, LOT: 005, ADDN: ORIGINAL TOWN	0.161	PERMIAN BASIN PUBLIC TELECOM INC	E	$ -
R000035346	617 W TEXAS AV	BLK: 059, LOT: 010 N.10 OF E.86, ADDN: ORIGINAL TOWN, & E 86 OF 11 & 12	0.217	PERMIAN COURT REPORTERS INC		$ 45,530
R000035338	605 W TEXAS AV	BLK: 059, LOTS: 001 & 2 W.50, ADDN: ORIGINAL TOWN	0.115	PERMIAN COURT REPORTERS INC		$ 64,140
R000035135	306 N MARIENFELD ST	BLK: 028, LOT: 010 S/2, ADDN: ORIGINAL TOWN	0.08	PERMIAN RESOURCES CORPORATION LLC		$ 9,840
R000035136	306 N MARIENFELD ST	BLK: 028, LOT: 010 N/2, ADDN: ORIGINAL TOWN	0.08	PERMIAN RESOURCES CORPORATION LLC		$ 9,840
R000035137	308 N MARIENFELD ST	BLK: 028, LOT: 011, ADDN: ORIGINAL TOWN	0.161	PERMIAN RESOURCES CORPORATION LLC		$ 19,730
R000035138	310 N MARIENFELD ST	BLK: 028, LOT: 012, ADDN: ORIGINAL TOWN	0.161	PERMIAN RESOURCES CORPORATION LLC		$ 75,890
R000035132	311 N BIG SPRING ST	BLK: 028, LOTS: 001 & 2 & N/2 OF 3, ADDN: ORIGINAL TOWN	0.402	PERMIAN RESOURCES CORPORATION LLC		$ 1,612,420
R000035134	300 N MARIENFELD ST	BLK: 028, LOTS: 007 THRU 9, ADDN: ORIGINAL TOWN	0.482	PERMIAN RESOURCES CORPORATION LLC		$ 19,948,339
R000035364	510 W MISSOURI AV	BLK: 062, LOT: 007 & S.20 OF 8, ADDN: ORIGINAL TOWN	0.225	PETROLEUM CLUB OF MIDLAND		$ 37,360
R000035365	107 S PECOS ST	BLK: 062, LOT: 008 N.30 & ALL OF, ADDN: ORIGINAL TOWN, LOTS 9 & 10	0.418	PETROLEUM CLUB OF MIDLAND		$ 113,750
R000035362	501 W WALL ST	BLK: 062, LOTS: 001 THRU 3, ADDN: ORIGINAL TOWN	0.482	PETROLEUM CLUB OF MIDLAND		$ 1,458,980
R000035363	106 S MARIENFELD ST	BLK: 062, LOTS: 004 THRU 6, ADDN: ORIGINAL TOWN	0.482	PETROLEUM CLUB OF MIDLAND INC		$ 250,430
R000058240	507 N DALLAS ST	BLK: 001, LOT: 003, ADDN: OLD PUBELO PARK	0.115	PINA LAURA		$ 175,960
R000035348	702 W WALL ST	BLK: 060, LOTS: 005 & 6, ADDN: ORIGINAL TOWN	0.275	POPS STATION LLC		$ 126,600
R000203138	507 N FORT WORTH ST	BLK: 002, LOT: 003, ADDN: OLD PUEBLO PARK, SEC 2	0.161	PRIETO PEDRO		$ 187,300
R000017755	805 N BIG SPRING ST	BLK: 018, LOT: 003, ADDN: ELMWOOD SEC 2	0.402	PROSPERITY BANK		$ 136,690
R000026103	405 N COLORADO ST	BLK: 045, N.50 OF SE/4, ADDN: HOMESTEAD	0.161	PURVIS HOLDINGS LLC		$ 14,000
R000026099	407 N COLORADO ST	BLK: 045, S.50 OF NE/4, ADDN: HOMESTEAD	0.161	PURVIS HOLDINGS LLC		$ 43,800
R000026102	406 N BIG SPRING ST	BLK: 045, S.50 OF NW/4, ADDN: HOMESTEAD	0.161	PURVIS HOLDINGS LLC		$ 1,478,796
R000035278	105 N FORT WORTH ST	BLK: 051, LOTS: 006 THRU 9, ADDN: ORIGINAL TOWN	0.321	QUADRIGA INVESTMENTS INC		$ 121,990
R000025812	809 N WEATHERFORD ST	BLK: 008, S.50 OF N.100 OF NE/4, ADDN: HOMESTEAD	0.161	QUAIN JACK ROBERT		$ 77,570
R000058242	503 N DALLAS ST	BLK: 001, LOT: 005, ADDN: OLD PUEBLO PARK	0.115	QUEZADA DAVID		$ 180,550
R000025831	810 N MAIN ST	BLK: 009, LOT: 12(N50 OF NW/4), ADDN: HOMESTEAD	0.161	RAMOS MARK		$ 14,000
R000203973	508 N DALLAS ST	BLK: 003, LOT: 004, ADDN: OLD PUEBLO PARK SEC 3	0.103	RAY ELLA L		$ 141,170
R000026035	709 W LOUISIANA AV	BLK: 033, LOT: N 150 FT OF W/2, ADDN: HOMESTEAD	0.482	REESE DEBBIE P		$ 495,690
R000051771	102 N C ST	BLK: 013, LOTS: 7(N47)& 8(NW47X23), ADDN: WEST END	0.079	REFLECTION MINISTRIES OF TEXAS INC		$ 50,610
R000035169		BLK: 036 EAST-WEST &,NORTH-SOUTH ALLEYS,ADDN: ORIGINAL TOWN	0.207	RENAISSANCE WEST JOINT		$ 25,310
R000220096	0 E KENTUCKY AV	BLK: 110, LOT 01A, ADDN: ORIGINAL TOWN, SEC: 19	2.038	RENEW LIFE CHURCH INC	E	$ -
R000035677	410 S PECOS ST	BLK: 111, LOT: 002 S.75 & ALL OF, ADDN: ORIGINAL TOWN, 3 & TRI OFF E.SIDE, OF BLK 51 WEST END, SUBDIVISION	0.562	RENEW LIFE CHURCH INC	E	$ -
R000035677	410 S PECOS ST	BLK: 111, LOT: 002 S.75 & ALL OF, ADDN: ORIGINAL TOWN, 3 & TRI OFF E.SIDE, OF BLK 51 WEST END, SUBDIVISION	0.562	RENEW LIFE CHURCH INC	E	$ -
R000034973	510 N TERRELL ST	BLK: 003, N.50 OF NW/4, ADDN: ORIGINAL TOWN	0.161	REYES LUIS		$ 101,770
R000034972	508 N TERRELL ST	BLK: 003, S.50 OF N 100 OF NW/4, ADDN: ORIGINAL TOWN	0.161	REYES LUIS ETAL		$ 70,610
R000025808	806 N WEATHERFORD ST	BLK:007, S.50 OF NW/4, ADDN: HOMESTEAD	0.161	REYES MATILDE		$ 157,900
R000034971	506 N TERRELL ST	BLK: 003, S.50 OF NW/4, ADDN: ORIGINAL TOWN	0.161	REYES MATILDE ETAL		$ 90,480
R000025936	607 N TERRELL ST	BLK: 022, LOT: 003, ADDN: HOMESTEAD	0.161	REYES MIQUELA		$ 98,510
R000109943	709 N WEATHERFORD ST	BLK: 015, LOT: 002, ADDN: HOMESTEAD SEC 3	0.172	REYES RAUL B		$ 165,000
R000049039	808 N LORAINE ST	BLK: 002, LOT: 013, ADDN: RICHARDSON ABILENE	0.142	REYES RITO RICARDO		$ 139,050
R000035125	315 N COLORADO ST	BLK: 027, LOT: 005, ADDN: ORIGINAL TOWN	0.08	REYNOLDS BROTHERS		$ 68,650
R000035124	317 N COLORADO ST	BLK: 027, LOT: 004, ADDN: ORIGINAL TOWN	0.08	REYNOLDS BROTHERS		$ 96,120
R000035126	313 N COLORADO ST	BLK: 027, LOT: 006, ADDN: ORIGINAL TOWN	0.08	REYNOLDS BROTHERS		$ 100,720
R000035162	0 S BIG SPRING ST	BLK: 093, LOT: 006, ADDN: ORIGINAL TOWN	0.126	RIMT PROPERTY LP		$ 26,650
R000035160	0 S BIG SPRING ST	BLK: 093, LOT: NORTH-SOUTH ALLEY, ADDN: ORIGINAL TOWN	0.138	RIMT PROPERTY LP		$ 28,880

APPENDIX A - CURRENT PROPERTY OWNERSHIP

Property ID	Street Address	Legal Description	Acres	Owner Name	Exemption	Taxable Value
R000035563	0 S MARIENFELD ST	BLK: 093, LOTS: 007 & 8, ADDN: ORIGINAL TOWN	0.321	RIMT PROPERTY LP		$ 39,380
R000035561	0 S BIG SPRING ST	BLK: 093, LOTS: 004 & 5, ADDN: ORIGINAL TOWN	0.253	RIMT PROPERTY LP		$ 52,940
R000035564	405 W INDIANA AV	BLK: 093, LOTS: 009 THRU 12, ADDN: ORIGINAL TOWN	0.643	RIMT PROPERTY LP		$ 57,750
R000035559	0 S BIG SPRING ST	BLK: 093, LOTS: 001 THRU 3, ADDN: ORIGINAL TOWN	0.379	RIMT PROPERTY LP		$ 79,410
R000035121	312 N COLORADO ST	BLK: 026, LOT: 012, ADDN: ORIGINAL TOWN	0.161	RITA & SMA PROPERTIES INC		$ 19,690
R000035123	319 N COLORADO ST	BLK: 027, LOTS: 002 & 3, ADDN: ORIGINAL TOWN	0.161	RITA & SMA PROPERTIES INC		$ 176,430
R000026091	0 W MICHIGAN AV	BLK: 041, N.60 OF W/2, ADDN: HOMESTEAD	0.193	RNCS PROPERTY AND SERVICES LLC		$ 44,260
R000216335	505 N LORAINE ST	BLK: 041, LOT: 001 , ADDN: HOMESTEAD, 13TH	0.321	RNCS PROPERTY AND SERVICES LLC		$ 1,016,120
R000026064	507 N MARIENFELD ST	BLK: 038, NE/4, ADDN: HOMESTEAD	0.482	ROBINSON BUILDING LLC		$ 2,881,081
R000034980	501 E TENNESSEE AV	BLK: 004, W.70 OF S.75 OF W/2, ADDN: ORIGINAL TOWN	0.121	ROBLES OSCAR		$ 10,500
R000034981	505 E TENNESSEE AV	BLK: 004, E.70 OF S.75 OF W/2, ADDN: ORIGINAL TOWN	0.121	ROBLES OSCAR		$ 77,890
R000035196	209 N WEATHERFORD ST	BLK: 039, LOT: 001 & 2, ADDN: ORIGINAL TOWN	0.321	ROCK HOUSE RESIDENTIAL PROP LTD		$ 39,380
R000035214	300 E ILLINOIS AV	BLK: 040, LOT: 012 W 85, ADDN: ORIGINAL TOWN	0.098	RODEA MARTIN T		$ 45,790
R000041052	803 N MAIN ST	Lot: 002, Blk: 001, Subd: ATRIUM, BLK: 001, LOT: 002, ADDN: ATRIUM	0.149	RODRIGUEZ ANDREA E		$ 150,060
R000032394	409 N LEE ST	BLK: 006, LOT: 002, ADDN: MOODY	0.161	RODRIGUEZ CATARINA NICOLE		$ 236,700
R000035072	311 N MINEOLA ST	BLK: 019, LOT: 001, ADDN: ORIGINAL TOWN	0.161	RODRIQUEZ FELIPE		$ 29,910
R000035073	309 N MINEOLA ST	BLK: 019, LOT: 002, ADDN: ORIGINAL TOWN	0.161	RODRIQUEZ FELIPE		$ 191,880
R000035029	401 N DALLAS ST	BLK: 012, S.50 OF SE/4, ADDN: ORIGINAL TOWN	0.161	RODRIQUEZ FELIPE EST		$ 49,300
R000025832	709 N BIG SPRING ST	BLK: 010, LOT: NE/4, ADDN: HOMESTEAD	0.482	ROSE HOLDINGS LTD		$ 203,910
R000051787	808 W MISSOURI AV	BLK: 015, LOT: 008, ADDN: WEST END	0.161	ROYS NANCY		$ 111,180
R000051892	908 W INDIANA AV	BLK: 031, LOTS: 007 & 8, ADDN: WEST END	0.321	RSVS LLC		$ 218,800
R000026046	600 N A ST	BLK: 034, LOT: 005 & W/2 OF LOT 6, ADDN: HOMESTEAD	0.186	RUBIO JONATHAN J		$ 79,870
R000035026	411 N DALLAS ST	BLK: 012, LOT: 001 E/2, ADDN: ORIGINAL TOWN	0.241	RUIZ PEDRO		$ 21,000
R000035060	406 N TERRELL ST	BLK: 014, LOT: 004 SOUTH PART &, ADDN: ORIGINAL TOWN, NW/CORNER LOT 3	0.166	RUIZ RAFAEL E		$ 49,230
R000035061	410 N TERRELL ST	BLK: 014, LOT: 004 NORTH PART, ADDN: ORIGINAL TOWN	0.132	RUIZ RAFAEL E		$ 66,810
R000035012	408 N FORT WORTH ST	BLK: 012, S.50 OF N.100 OF NW/4, ADDN: ORIGINAL TOWN	0.161	RUTLEDGE MELYSSA		$ 100,850
R000026098	409 N COLORADO ST	BLK: 045, S/2 OF NE/4 LESS S.50, ADDN: HOMESTEAD	0.08	S B W CORPORATION		$ 7,880
R000026100	411 N COLORADO ST	BLK: 045, N/2 OF NE/4, ADDN: HOMESTEAD	0.241	S B W CORPORATION		$ 23,750
R000203137	509 N FORT WORTH ST	BLK: 002, LOT: 002, ADDN: OLD PUEBLO PARK, SEC 2	0.161	SAENZ JESSICA MADRID		$ 187,300
R000058249	510 N FORT WORTH ST	BLK: 001, LOT: 012, ADDN: OLD PUEBLO PARK	0.112	SAENZ LEROY		$ 186,740
R000203974	506 N DALLAS ST	BLK: 003, LOT: 005, ADDN: OLD PUEBLO PARK SEC 3	0.103	SAIZ ERNESTO		$ 142,090
R000203970	514 N DALLAS ST	BLK: 003, LOT: 001, ADDN: OLD PUEBLO PARK SEC 3	0.13	SALCIDO FRANCISCO		$ 230,240
R000034989	501 N FORT WORTH ST	BLK: 06, S.50 OF SE/4, ADDN: ORIGINAL TOWN	0.161	SAMANIEGO ANITA V		$ 14,000
R000034988	503 N FORT WORTH ST	BLK: 006, N.50 OF SE/4, ADDN: ORIGINAL TOWN	0.161	SAMANIEGO ANITA V		$ 60,910
R000032402	406 N LAMESA RD	BLK: 006, LOT: 010, ADDN: MOODY	0.161	SANCHEZ JUAN		$ 14,000
R000032401	404 N LAMESA RD	BLK: 006, LOT: 009 LESS 350, ADDN: MOODY	0.153	SANCHEZ JUAN		$ 50,840
R000032400	402 N LAMESA RD	BLK: 006, LOT: 008 LESS 644, ADDN: MOODY	0.146	SANCHEZ JUAN J		$ 12,710
R000052056	710 W WASHINGTON AV	BLK: 051, LOTS: 5 THRU 7, ADDN: WEST END	0.513	SANCHEZ OSCAR O		$ 203,000
R000041033	913 N MAIN ST	BLK: 002, LOT: 005, ADDN: RICHARDSON ABILENE	0.158	SANCHEZ VELASCO MIGUEL A		$ 252,560
R000025946	603 N DALLAS ST	BLK: 023, M.50 OF SE/4, ADDN: HOMESTEAD	0.161	SANDATE OSCAR MENCHACA		$ 215,950
R000035208	317 E TEXAS AV	BLK: 040, LOTS: 005 & 6, ADDN: ORIGINAL TOWN	0.321	SCHMID 5 HOLDINGS LLC		$ 124,820
R000051784	0 W WALL ST	BLK: 015, LOT: 003 W.20 & ALL OF, ADDN: WEST END, LOT 4	0.225	SCYTHIAN LTD		$ 71,050
R000051785	0 W WALL ST	BLK: 015, LOTS: 005 & 6, ADDN: WEST END	0.321	SCYTHIAN LTD		$ 103,780
R000051783	801 W WALL ST	BLK: 015, LOTS: 001 & 2 & E.30 OF, ADDN: WEST END, LOT 3	0.418	SCYTHIAN LTD		$ 194,850
R000035559	401 S MARIENFELD ST	BLK: 109, LOT: 01A, ADDN: ORIGINAL TOWN, SEC 6	1.408	SHH ENTERPRISES LLC		$ 2,047,190
R000051772	902 W WALL ST	BLK: 013, LOT: 013, ADDN: WEST END SEC 9	0.153	SHULL HAROLD		$ 77,240
R000026117	509 W TENNESSEE AV	BLK: 047, E.48 OF W.94 OF, ADDN: HOMESTEAD, N.100 OF NW/4	0.11	SIGNAL MARIENFELD LLC		$ 9,600
R000026116	0 W TENNESSEE AV	BLK: 047, W.46 OF N.100 OF NW/4, ADDN: HOMESTEAD	0.106	SIGNAL MARIENFELD LLC		$ 24,900
R000035008	401 N WEATHERFORD ST	BLK: 010, LOT: 002, ADDN: ORIGINAL TOWN	0.482	SIGNAL WEATHERFORD LLC		$ 139,740
R000035052	310 S PECOS ST	BLK: 091, LOTS: 010 THRU 12 S/2, ADDN: ORIGINAL TOWN	0.241	SIMS LARRY		$ 53,510

APPENDIX A - CURRENT PROPERTY OWNERSHIP

Property ID	Street Address	Legal Description	Acres	Owner Name	Exemption	Taxable Value
R000035561	306 S PECOS ST	BLK: 091, LOTS: 010 THRU 12 N/2, ADDN: ORIGINAL TOWN	0.241	SIMS LARRY		$ 94,740
R000215429	400 S PECOS ST	BLK: 111, LOT: 01A, ADDN: ORIGINAL TOWN, SEC 13	0.449	SIMS LARRY D		$ 218,700
R000025994	604 N BIG SPRING ST	BLK: 029, S.50 OF M.100 OF W/2, ADDN: HOMESTEAD	0.161	SIR MANAGEMENT LLC		$ 17,200
R000025982	0 N BIG SPRING ST	BLK: 029, N.50 OF M.100 OF W/2, ADDN: HOMESTEAD	0.161	SIR MANAGEMENT LLC		$ 234,490
R000025968	608 N MAIN ST	BLK:026, S/2 OF NW/4, ADDN: HOMESTEAD	0.241	SIX O EIGHT N MAIN		$ 1,078,297
R000025863	711 N BAIRD ST	BLK: 014, N.50 OF NE/4, ADDN: HOMESTEAD	0.161	SMITH RONNIE D		$ 14,000
R000025864	709 N BAIRD ST	BLK: 014, M.50 OF NE/4, ADDN: HOMESTEAD	0.161	SMITH RONNY D		$ 14,000
R000051790	106 S A ST	BLK: 015, LOTS: 010 THRU 12 N.65, ADDN: WEST END	0.224	SOSA ONE LLC		$ 145,280
R000035351	103 S A ST	BLK: 060 1/2, LOTS: 002;3 & 4, ADDN: ORIGINAL TOWN	0.218	SOSA ONE LLC		$ 160,550
R000051895	204 S B ST	BLK: 031, LOT: N 97.5 OF LOT 11, ADDN: WEST END, & LOT 12	0.224	SOUTH JK LLC		$ 155,050
R000035539	0 N MARIENFELD ST	BLK: 089, LOT: 004, ADDN: ORIGINAL TOWN	0.161	SOUTHWESTERN BELL TELEPHONE CO		$ 19,690
R000035538	0 N MARIENFELD ST	BLK: 089, LOT: 003, ADDN: ORIGINAL TOWN	0.161	SOUTHWESTERN BELL TELEPHONE CO		$ 19,690
R000035537	0 N MARIENFELD ST	BLK: 089, LOTS: 001 & 2, ADDN: ORIGINAL TOWN	0.321	SOUTHWESTERN BELL TELEPHONE CO		$ 39,380
R000026119	507 W TENNESSEE AV	BLK: 047, E.46 OF N.100 OF, ADDN: HOMESTEAD	0.106	SPENCER GREGORY S		$ 215,490
R000035105	301 E ILLINOIS AV	BLK: 022, LOTS: 007 & 8, ADDN: ORIGINAL TOWN	0.321	STACKING STONES LLC		$ 143,740
R000051792	908 W MISSOURI AV	BLK: 016, LOTS: 007 & 8 S/2, ADDN: WEST END	0.161	STAGG 901 LTD		$ 50,750
R000051793		BLK: 016, LOTS: 007 & 8 N/2 & ALL, ADDN: WEST END, OF LOTS 9 THRU 12	0.803	STAGG 901 LTD		$ 253,750
R000051791	901 W WALL ST	BLK: 016, LOTS: 001 THRU 6, ADDN: WEST END	0.964	STAGG 901 LTD		$ 6,406,495
R000035375	201 W WALL ST	BLK: 065, LOTS: 001 & 2 & E.23.5, ADDN: ORIGINAL TOWN, OF LOT 3	0.219	STAGG INVESTMENT III LTD		$ 7,486,443
R000035376	203 W WALL ST	BLK: 065, LOTS: 3(W1.5); 4-6 &, ADDN: ORIGINAL TOWN, LOT 7(E24.25)	0.301	STAGG INVESTMENT III LTD		$ 11,988,486
R000025804	805 N FORT WORTH ST	BLK: 007, N.50 OF S.125 OF N.250, ADDN: HOMESTEAD, OF E/2	0.161	STATHAKOS NIKCOAL		$ 93,500
R000058247	506 N FORT WORTH ST	BLK: 001, LOT: 010, ADDN: OLD PUEBLO PARK	0.115	STENSON JACE		$ 175,720
R000035554	302 S MARIENFELD ST	BLK: 092, LOTS: 002 THRU 4, ADDN: ORIGINAL TOWN	0.482	STROOPE BEVERLY MAXCINE		$ 244,920
R000025935	606 N WEATHERFORD ST	BLK: 024, NW/4, ADDN: HOMESTEAD	0.482	SWEET COMMERCIAL PROPERTIES LLC		$ 565,900
R000025975	600 N LORAINE ST	BLK: 027, S.200 OF W/2, ADDN: HOMESTEAD	0.643	T J J C K LLC		$ 410,490
R000026005	700 N BIG SPRING ST	BLK: 011, S.90 OF SW/4, ADDN: HOMESTEAD	0.289	TAING HANG KHEANG		$ 135,940
R000039135	500 W TEXAS AV	BLKS: 032 & 33, ALL, ADDN: ORIGINAL TOWN	4.684	TALL CITY TOWERS LLC		$ 95,808,384
R000025935	609 N TERRELL ST	BLK: 022, LOT: 002, ADDN: HOMESTEAD, (AKA S.50 N.100 OF E/2)	0.161	TARANGO SAMUEL EST		$ 46,870
R000025827	804 N MAIN ST	BLK: 009, LOT: 009, ADDN: HOMESTEAD	0.161	TEAL JUDY A		$ 151,290
R000035339	601 W TEXAS AV	BLK: 059, LOTS: 001 & 2 E.90, ADDN: ORIGINAL TOWN	0.207	TEJAS AVENUE LLC		$ 416,370
R000035015	411 N FORT WORTH ST	BLK: 011, N.95 OF NE/4 LESS W 50, ADDN: ORIGINAL TOWN	0.196	TENNON HATTIE		$ 72,900
R000035016	306 E TENNESSEE AV	BLK: 011, W.50 OF N.95 OF NE/4, ADDN: ORIGINAL TOWN	0.109	TENNON HATTIE		$ 81,590
R000035108	308 N WEATHERFORD ST	BLK: 022, LOT: 011 S.25, ADDN: ORIGINAL TOWN	0.08	TEXAS ARMS OF LOVE INC	E	$ -
R000035106	304 N WEATHERFORD ST	BLK: 022, LOT: 009, ADDN: ORIGINAL TOWN	0.161	TEXAS ARMS OF LOVE INC	E	$ -
R000035109	310 N WEATHERFORD ST	BLK: 022, LOTS: 11(N25) & 12(S5), ADDN: ORIGINAL TOWN	0.096	TEXAS ARMS OF LOVE INC	E	$ -
R000035107	306 N WEATHERFORD ST	BLK: 022, LOT: 010, ADDN: ORIGINAL TOWN	0.161	TEXAS ARMS OF LOVE INC	E	$ -
R000035217	204 N FORT WORTH ST	BLK: 041, LOTS: 009 THRU 12, ADDN: ORIGINAL TOWN	0.643	TEXAS ARMS OF LOVE INC		$ 35,000
R000035070	711 E FRONT ST	BLK: 018, LOTS: 001 THRU 4, ADDN: ORIGINAL TOWN	0.62	TEXAS BROTHERS LLC		$ 156,190
R000035071	703 E FRONT ST	BLK: 018, LOTS: 005 THRU 10, ADDN: ORIGINAL TOWN	0.912	TEXAS BROTHERS LLC		$ 637,670
R000035149	0 N CARRIZO ST	BLK: 031, LOT: 002, ADDN: ORIGINAL TOWN	0.161	TEXAS TEN LTD		$ 14,000
R000035148	211 N CARRIZO ST	BLK: 031, LOT: 001, ADDN: ORIGINAL TOWN	0.161	TEXAS TEN LTD		$ 14,000
R000051904	808 W INDIANA AV	BLK: 032, LOT: 5 & 6 S.160.1 OF W/2, ADDN: WEST END	0.515	TEXLAND 1031 HOLDINGS LLC		$ 634,880
R000035014	412 N BAIRD ST	BLK: 010, N.50 OF NW/4, ADDN: ORIGINAL TOWN	0.161	THB BRENTWAY LLC		$ 36,750
R000035076	300 S PECOS ST	BLK: 091, LOTS: 001 THRU 3, ADDN: ORIGINAL TOWN	0.482	THB BRENTWAY LLC		$ 77,830
R000035083	108 N WEATHERFORD ST	BLK: 051, LOTS: 016 & 17, ADDN: ORIGINAL TOWN	0.161	THE OLD WAREHOUSE LLC		$ 57,730
R000035028	403 N DALLAS ST	BLK: 012, N.100 OF SE/4, ADDN: ORIGINAL TOWN	0.321	THRIFTY STORAGE INC		$ 116,090
R000228624	0 E ILLINOIS AV	BLK: 023, LOT: 013, ADDN: ORIGINAL TOWN SEC 24	0.97	THRIVING UNITED INC		$ 479,040
R000035111	201 E ILLINOIS AV	BLK: 023, LOTS: 7-12, ADDN: ORIGINAL TOWN	1.01	THRIVING UNITED INC		$ 1,692,380
R000035092	219 N MAIN ST	BLK: 037, LOT: 002 N/2, ADDN: ORIGINAL TOWN	0.08	THUNDERBOLT PETROLEUM COMPANY LLC		$ 118,140
R000058245	502 N FORT WORTH ST	BLK: 001, LOT: 008, ADDN: OLD PUEBLO PARK	0.115	TIJERINA ROSA LINDA		$ 177,630

APPENDIX A - CURRENT PROPERTY OWNERSHIP

Property ID	Street Address	Legal Description	Acres	Owner Name	Exemption	Taxable Value
R000035138	218 W ILLINOIS AV	BLK: 026, LOT: 007 & S/2 OF LOT 8, ADDN: ORIGINAL TOWN	0.241	TIN KEY 218 LLC		$ 393,560
R000035191	206 N MAIN ST	BLK: 038, LOT: 008 N/2 & S.9 OF 9, ADDN: ORIGINAL TOWN	0.109	TITLE TECHNOLOGIES INC		$ 279,640
R000035283	411 N LEE ST	BLK: 006, LOT: 001, ADDN: MOODY	0.161	TORRES GILBERTO ANTONIO		$ 242,520
R000034924	500 N TERRELL ST	BLK: 003, S.75 OF SW/4, ADDN: ORIGINAL TOWN	0.241	TOVAR EMILIO &		$ 81,110
R000035553	300 S MARIENFELD ST	BLK: 092, LOT: 001, ADDN: ORIGINAL TOWN	0.161	TRINITY RHEMA INTERNATIONAL CHURCH		$ 36,750
R000035157	400 W TEXAS AV	BLK: 034, LOTS: 004 & N/2 OF 005, ADDN: ORIGINAL TOWN	0.241	TUNA INVESTMENT LLC		$ 279,243
R000203779	400 W TEXAS AV	BLK: 034, LTS:005(S/2) & ALL OF 006, ADDN: ORIGINAL TOWN	0.241	TUNA INVESTMENT LLC		$ 7,507,459
R000034990	500 N WEATHERFORD ST	BLK 006, .50 OF SW/4, ADDN: ORIGINAL TOWN	0.161	TYLER REAL ESTATE LLC		$ 14,000
R000026080	501 N COLORADO ST	BLK: 040, S.100 OF SE/4, ADDN: HOMESTEAD	0.321	TYNER REAL ESTATE LLC		$ 64,450
R000035289	0 N WEATHERFORD ST	BLK: 052, LOT: 008, ADDN: ORIGINAL TOWN	0.08	UNITED STATES OF	E	$ -
R000035287	0 N WEATHERFORD ST	BLK: 052, LOT: 004, ADDN: ORIGINAL TOWN	0.08	UNITED STATES OF	E	$ -
R000035286	0 N WEATHERFORD ST	BLK: 052, LOT: 003, ADDN: ORIGINAL TOWN	0.08	UNITED STATES OF	E	$ -
R000035292	0 N BAIRD ST	BLK: 052, LOTS: 017 & 18, ADDN: ORIGINAL TOWN	0.161	UNITED STATES OF	E	$ -
R000035285	0 N WEATHERFORD ST	BLK: 052, LOTS: 001 & 2, ADDN: ORIGINAL TOWN	0.161	UNITED STATES OF	E	$ -
R000035288	0 N WEATHERFORD ST	BLK: 052, LOTS: 005 THRU 7, ADDN: ORIGINAL TOWN	0.241	UNITED STATES OF	E	$ -
R000035291	0 N BAIRD ST	BLK: 052, LOTS: 013 THRU 16, ADDN: ORIGINAL TOWN	0.321	UNITED STATES OF	E	$ -
R000035290	0 N WEATHERFORD ST	BLK: 052, LOTS: 009 THRU 12, ADDN: ORIGINAL TOWN	0.321	UNITED STATES OF	E	$ -
R000035293	0 N BAIRD ST	BLK: 052, LOTS: 019 THRU 24, ADDN: ORIGINAL TOWN	0.482	UNITED STATES OF	E	$ -
R000035386	100 E WALL ST	BLKS: 67;68;, 69 & 84, ADDN: ORIGINAL TOWN	5.125	UNITED STATES OF	E	$ -
R000025948	607 N DALLAS ST	BLK: 023, S.50 OF NE/4, ADDN: HOMESTEAD	0.161	URBINA JOSUE &		$ 188,140
R000035037	403 N TERRELL ST	BLK: 013, M.50 OF SE/4, ADDN: ORIGINAL TOWN	0.161	VALLE ARTHURO		$ 30,280
R000035036	401 N TERRELL ST	BLK: 013, S.50 OF SE/4, ADDN: ORIGINAL TOWN	0.161	VALLE ARTURO		$ 24,140
R000035054	405 N MARSHALL ST	BLK: 015, N.50 SE/4 (AKA 2A), ADDN: ORIGINAL TOWN, & S.50 NE/4 (AKA 1C)	0.321	VALLIN OSCAR		$ 28,000
R000035033	409 N MARSHALL ST	BLK: 015, M.50 NE/4, ADDN: ORIGINAL TOWN, (AKA LOT 1B)	0.161	VALLIN OSCAR M		$ 14,000
R000035032	411 N MARSHALL ST	BLK: 015, N.50 NE/4, ADDN: ORIGINAL TOWN, (AKA LOT 1A)	0.161	VALLIN OSCAR M		$ 14,000
R000035009	312 N BIG SPRING ST	BLK: 027, LOTS: 019 THRU 21, ADDN: ORIGINAL TOWN	0.241	VANDERGRIFF BUILDING MANAGEMENT LLC		$ 326,020
R000034904	509 N MINEOLA ST	BLK: 003, LOT: 001, ADDN: ORIGINAL TOWN	0.161	VARELA JUAN V &		$ 79,910
R000035042	406 N DALLAS ST	BLK: 013, S.50 OF NW/4, ADDN: ORIGINAL TOWN	0.161	VARELA MARCO		$ 60,180
R000025882	710 N WEATHERFORD ST	BLK: 016, N.100 OF W/2, ADDN: HOMESTEAD	0.321	VASQUEZ MARIO		$ 238,910
R000025941	604 N DALLAS ST	BLK: 022, LOT: 008, ADDN: HOMESTEAD	0.161	VEGA RICARDO		$ 186,580
R000035084	305 N TERRELL ST	BLK: 020, LOT: 004, ADDN: ORIGINAL TOWN	0.161	VELA JOE		$ 15,730
R000035218	508 E ILLINOIS AV	BLK: 042, LOT: 001, ADDN: ORIGINAL TOWN	0.161	VELOZ GEORGE MANAGEMENT LP		$ 134,700
R000034977	507 N TERRELL ST	BLK: 004, LOT: 001 S.50, ADDN: ORIGINAL TOWN	0.161	VERASTEGUI FRANCISCO JAVIER		$ 14,000
R000041047	922 N LORAINE ST	BLK: 002, LOT: 021, ADDN: RICHARDSON ABILENE	0.158	VILLELA ELVA ERICKA OLIVAS		$ 13,800
R000041048	924 N LORAINE ST	BLK: 002, LOT: 022, ADDN: RICHARDSON ABILENE	0.158	VILLELA ELVA ERICKA OLIVAS		$ 63,080
R000025820	807 N BAIRD ST	BLK: 009, LOT: 002 S/2 & ALL OF 3, ADDN: HOMESTEAD	0.241	WALKER THEDIS		$ 50,500
R000035349	703 W WALL ST	BLK: 060 1/2, LOT: 001 & N.30 OF LOT, ADDN: ORIGINAL TOWN, 2 & 10X80 OF CARRIZO ST	0.127	WALL ST COCINA LLC		$ 121,150
R000035356	606 W MISSOURI AV	BLK: 061, LOTS: 007 & 8, ADDN: ORIGINAL TOWN	0.321	WALL ST JOINT VENTURE		$ 333,470
R000035385	117 W WALL ST	BLK: 066, LOTS: 013 THRU 24, ADDN: ORIGINAL TOWN	0.964	WALL STREET		$ 13,760,378
R000035359	106 S CARRIZO ST	BLK: 061, LOT: 009, ADDN: ORIGINAL TOWN	0.161	WALL STREET JOINT		$ 28,620
R000226416	621 W WALL ST	BLK: 061, LOTS: 013, ADDN: ORIGINAL TOWN	0.345	WALL STREET JOINT		$ 204,450
R000026047	712 W MICHIGAN AV	BLK: 034, LOT: 006 E/2 & ALL OF 7, ADDN: HOMESTEAD	0.382	WALTON TRENT A		$ 650,850
R000026133	0 W TENNESSEE AV	BLK: 049, (40 X 65) ABANDONED ST, ADDN: HOMESTEAD	0.06	WE INCORPORATED	E	$ -
R000026123	0 N CARRIZO ST	BLK: 049, 40 X 85 ADJACENT TO SW/4, ADDN: HOMESTEAD	0.078	WE INCORPORATED	E	$ -
R000026121	404 SAN ANGELO ST	BLK: 049, N.65 OF W/2 OF SW/4, ADDN: HOMESTEAD	0.104	WE INCORPORATED	E	$ -
R000026126	712 W OHIO AV	BLK: 049, LOT: S/2 OF BLK 49 1/2, ADDN: HOMESTEAD, & 40 X150 ABANDONED ST	0.237	WE INCORPORATED	E	$ -
R000026129	706 W OHIO AV	BLK: 049, E.70 OF SW/4, ADDN: HOMESTEAD	0.241	WE INCORPORATED	E	$ -
R000041041	812 N LORAINE ST	BLK: 002, LOT: 015, ADDN: RICHARDSON ABILENE	0.158	WHITE MARIA		$ 54,430
R000025896	711 N LORAINE ST	BLK: 012, N.91 OF NE/4, ADDN: HOMESTEAD	0.292	WHITE STAR ENERGY INC		$ 25,480
R000035372	415 W WALL ST	BLK: 063, LOTS: 010;11&W.105 OF 12, ADDN: ORIGINAL TOWN	0.402	WILCO BUILDING PARTNER		$ 19,187,708

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Property ID	Street Address	Legal Description	Acres	Owner Name	Exemption	Taxable Value
R000105953	710 N BAIRD ST	BLK: 015, LOT: 012, ADDN: HOMESTEAD SEC 3	0.172	WILEY JOE W		$ 155,360
R000058341	505 N DALLAS ST	BLK: 001, LOT: 004, ADDN: OLD PUEBLO PARK	0.115	WILLIAMS DEBRA B		$ 192,550
R000025191	412 N BIG SPRING ST	BLK: 045, N.100 OF NW/4, ADDN: HOMESTEAD	0.321	WRANGLER MITX 130311 PORTFOLIO OWNER LLC		$ 155,060
R000214218	610 N BIG SPRING ST	BLK:029, LT 05A, ADDN: HOMESTEAD, SEC 10	0.349	WSE REALTY LLC		$ 791,780
R000219719	706 N COLORADO ST	BLK: 012, LOT: 01A, ADDN: HOMESTEAD SEC 17	0.722	WSE REALTY LLC		$ 1,977,920
R000035195	216 N MAIN ST	BLK: 038, LOT: 012 S/2, ADDN: ORIGINAL TOWN	0.08	WSJV LLC		$ 165,620
R000017990	907 WHITAKER ST	BLK: 006, LOT: 013, ADDN: ESTES	0.143	Y M C A	E	$ -
R000017991	909 WHITAKER ST	BLK: 006, LOT: 014, ADDN: ESTES	0.143	Y M C A	E	$ -
R000017992	0 WHITAKER ST	BLK: 006, LOT: 015, ADDN: ESTES	0.143	Y M C A	E	$ -
R000017993	1005 WHITAKER ST	BLK: 006, LOT: 016, ADDN: ESTES	0.143	Y M C A	E	$ -
R000017994	1007 WHITAKER ST	BLK: 006, LOT: 017, ADDN: ESTES	0.143	Y M C A	E	$ -
R000017995	1009 WHITAKER ST	BLK: 006, LOT: 018, ADDN: ESTES	0.143	Y M C A	E	$ -
R000017948	802 WHITAKER ST	BLK: 001, LOT: 003 4 & 5 W 50, ADDN: ESTES	0.172	Y M C A	E	$ -
R000226306	800 N BIG SPRING ST	BLK: 019, LOT: 002A, ADDN: ELMWOOD SEC 3	7.47	Y M C A	E	$ -
R000035377	211 W WALL ST	BLK: 065, LOT: 008, +9 IN ALL OF L OF 007 & 009, ADDN: ORIGINAL TOWN	0.079	YEI ACQUISITION LLC		$ 176,560
R000041051	805 N MAIN ST	Lot: 001, Blk: 001, Subd: ATRIUM, BLK: 001, LOT: 001, ADDN: ATRIUM	0.149	YHARTE BELINDA		$ 152,120
R000025951	605 N DALLAS ST	BLK: 023, N.50 OF SE/4, ADDN: HOMESTEAD	0.161	YOUNG ANDRE		$ 183,950
R000017952	807 N LORAINE ST	BLK: 001, LOT: 004 E.115, ADDN: ESTES	0.132	YOUNG MENS CHRISTIAN ASSO	E	$ -
R000017953	0 LORAINE ST	BLK: 001, LOT: 005 E.115, ADDN: ESTES	0.132	YOUNG MENS CHRISTIAN ASSO	E	$ -
R000017996	1011 WHITAKER ST	BLK: 006, LOT: 019, ADDN: ESTES	0.143	YOUNG MENS CHRISTIAN ASSO	E	$ -
R000017997	1013 WHITAKER ST	BLK: 006, LOT: 020 & STRIP 15, ADDN: ESTES, WIDE N OF LOT 20	0.187	YOUNG MENS CHRISTIAN ASSO	E	$ -
R000017955	808 WHITAKER ST	BLK: 001, LOT: 006 & 7 W/2, ADDN: ESTES	0.189	YOUNG MENS CHRISTIAN ASSO	E	$ -
R000017971	1017 WHITAKER ST	BLK: 005, LOT: 1A, ADDN: SPW ESTES, SEC 2	0.445	YOUNG MENS CHRISTIAN ASSO	E	$ -
R000017934	811 N LORAINE ST	BLK: 001, LOT: 006 & 7 E/2, ADDN: ESTES	0.189	YOUNG MENS CHRISTION ASSO	E	$ -
R000035081	311 N TERRELL ST	BLK: 020, LOT: 001, ADDN: ORIGINAL TOWN	0.161	ZARATE ERBY		$ 98,560
R000025936	602 N TERRELL ST	BLK: 021,M.50 OF SW/4, ADDN: HOMESTEAD	0.161	ZARATE SANDY ETAL		$ 45,220
R000041033	801 N MAIN ST	Lot: 003, Blk: 001, Subd: ATRIUM, BLK: 001, LOT: 003, ADDN: ATRIUM	0.178	ZUBIA LINDA HINOJOS		$ 182,620
R000025823	800 N MAIN ST	BLK: 009, LOT: 007, ADDN: HOMESTEAD	0.161	ZUBIA RICARDO		$ 155,190

Exhibit 1
Page 29 of 30
April 9, 2024

EXHIBIT "C"
Participant's Resolution

RESOLUTION AUTHORIZING THE EXECUTION OF AN AGREEMENT WITH THE CITY OF MIDLAND FOR MIDLAND COLLEGE DISTRICT TO PARTICIPATE IN THE CITY OF MIDLAND'S TAX INCREMENT REINVESTMENT ZONE NUMBER TWO

WHEREAS, as authorized by Chapter 311 of the Texas Tax Code and pursuant to Ordinance No. 10448, which was adopted by the City Council of the City of Midland (the "City") on November 14, 2023, the City created Tax Increment Reinvestment Zone Number Two (the "Zone"); and

WHEREAS, the City has provided notice to the Board of Trustees (the "Board") of Midland College District of the City's creation of the Zone; and

WHEREAS, the Board finds it to be in the public interest to authorize the execution of an agreement (the "Agreement") with the City for Midland College District to participate in the Zone;

NOW, THEREFORE, be it resolved by the Board of Trustees of the Midland College District that the President of the Midland College District is hereby authorized and directed to execute the Agreement to which this Resolution is attached as Exhibit "C".

On motion of Board member Mr. Adrian Carrasco. seconded by Board member Mr. Scott Kidwell, the above and foregoing resolution was unanimously adopted by the Board of Trustees of Midland College District at a regular meeting on the 16th day of January, A.D., 2024.

Steven C. Kiser, Chairperson
Midland College Board of Trustees

City Council Meeting

Item Number: 14

Meeting Date: April 9, 2024

To: City Council / City Manager

From: Landon Ochoa, Senior Planner

Subject: MOTION APPROVING WITH STAFF'S RECOMMENDED CONDITIONS A PROPOSED PRELIMINARY PLAT OF WESTRIDGE PARK ADDITION, SECTION 55, BEING A PLAT OF A 28.97-ACRE TRACT OF LAND OUT OF THE NORTHWEST QUARTER OF SECTION 48, BLOCK 40, T-1-S, T&P RR CO. SURVEY, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED ON THE NORTHEAST CORNER OF THE INTERSECTION OF TRADEWINDS BOULEVARD AND LEISURE DRIVE) (DISTRICT 1) (DEVELOPMENT SERVICES) (QUALITY OF LIFE AND PLACE)

Purpose:

Parkhill, on behalf of Westridge Village, LP, is requesting to plat a 28.97-acre tract of land out of the northwest quarter of Section 48, Block 40, T-1-S, T&P RR Co. Survey, City and County of Midland, Texas into two lots for future development.

Recommended City Council Action:

Approve

Fiscal Impact:

None.

Strategic Priority:

Quality of Life and Place

Discussion:

Current Zoning:

PD, Planned District (Ordinance 9949)

This request has been routed to all respective departments for internal review. The comments are below.

BUILDING CODE: (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, oil and gas considerations, 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.

SURVEYOR: (Approved)

No comment.

ENGINEERING: (Approved with Conditions)

IMPACT FEES: Okay as Shown. [For Applicant's Information Only.]

ROW: Leisure Dr. is labeled 60' ROW. Leisure Dr. is a 80' ROW . [For Applicant's Information Only.]

Provide 20 ft x 20 ft intersection corner clips at NW property corner. [Reference City Code Section 11-2-5(C)3(k).] No additions or changes to site access are approved with plat or zoning review. Driveways or other access points are approved only with construction drawing review. [For the Applicant's information only.]

PAVING: Tradewinds Blvd. okay as is. No public paving improvements required.
Leisure Dr. okay as is. No public paving improvements required. Loop 250 Frontage road is TxDOT facility, built and maintained by TxDOT, no improvements required. [For Applicant's Information Only.]

WATER: 12" water main line located south of the tract, a 16' water main line is located west of the tract, and a 12' waterline located along the east side of tract. No public water improvements required at this time [For Applicant's Information Only.]

FIRE HYDRANTS: Required as needed to meet NFPA, IFC & City Fire Code; and/or comply with directives of City Fire Marshal. After January 14, 2020 - Fire hydrants shall be spaced no more than 500' apart, Pressure Indicator Rings are to be installed and will require the

developers/contractors to pay for the flow test. [For Applicant's Information Only.]

PRO RATA: None. [For Applicant's Information Only.]

SEWER: An 8" waste water line located south of the tract, a 12" & 8" waste water line located west of the tract, and an 8" waste water line to the north of the tract. No public sewer improvements required at this time. [For Applicant's Information Only.]

DRAINAGE: Drainage letter was approved for platting purposed[For Applicant's Information Only.]
EASEMENTS: Show existing and proposed. [For Applicant's Information Only.]

SIDEWALKS: Required with building permit. [For Applicant's Information Only.]

DIMENSION: * * *

OTHER:

TRANSPORTATION: (Approved)

No additions or changes to site access are approved with plat or zoning review. Driveways or other access points are approved only with construction drawing review. [For the Applicant's information only.]

No objections to plat. [For the Applicant's information only.]

FIRE: (Approved)

All future development shall meet the requirements of IFC 2015 ed. and local ordinances.

OIL AND GAS: (Approved)

No Oil and Gas issues.

GIS: (Approved)

No comments.

PLANNING: (Approved with Conditions)

Uncapitalize "Northwest" in the legal description. [Informational]

Approval by the Council will be required prior to consideration of a final plat by the commission for any preliminary plat that is ten hectares (25 acres) or more in area and involves any request for a variance from the regulations of this Chapter. [Midland City Code 11-2-3(D)11(a)(1)]

Staff recommends approval of the Preliminary Plat Westridge Park, Section 55, subject to conditions A and B.

Condition:

A. **Approval of this preliminary plat is subject to the Final plat including all plat comments, conditions, and requirements must be satisfied by all pertinent City departments before filing for recording with the County Clerk of Midland County, Texas.**

B. **Approval by the City Council shall be required prior to consideration of a final plat by the Commission on which any preliminary plat is ten hectares (25 acres) or more in area and is located in any survey section (approximately one square mile) which does not contain a publicly owned site or sites intended for both a public school and park, or public site reservation therefor; Midland City Code 11-2-3(D)11(a)(6).**

Attachments:

Proposed Preliminary Plat
Application
Location Map
Zoning Map
Aerial

City Manager's Office

MIDLAND Planning Division

Preliminary Plat Application

Project Number: _____

Case Number: _____

Proposed Subdivision Plat Name: Westridge Park Addition Section 53

Legal Description (attached sealed Metes and Bounds): Being an 28.97-acre 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

Property Owner Printed Name: Westridge Village, LP		Phone (713)266-1101 Email	
Address 1885 Saint James PL St. #1100	City Houston	State TX	Zip 77056

Developer *(if different than Owner)* Printed Name:		Phone ( ) Email	
Address	City	State	Zip

Representative *(if acting as Agent, see affidavit on page 2)* Firm: Parkhill Printed Name: Josh Wallender		Phone (432) 697-1447 Email JWallender@Parkhill.com	
Address 1700 W. Wall St. Ste. #100	City Midland	State TX	Zip 79701

Current Zoning: PD

Reason for Platting: Future Development

Plat Information	Total Acreage:	28.97 Ac.

Type: ☐ Single-Family Residential ☐ Multi-Family Residential
☒ Commercial ☐ Extraterritorial Jurisdiction (ETJ)

Number of Lots: 2

Number of Multi-family Dwelling Units: 0

Submittal and Fees

Items to be submitted with this application form:

- 1 FOLDED Copy of Dimensioned Plat
- 1 Extra Copy (11x17)
- Digital Files (JPEG & PDF)
- Application Fee – Payable to the 'City of Midland'

Request for a Development Agreement

Do you expect to request a development agreement with the City? ☐ Yes ☐ No

If yes, contact the City Engineer at (432) 685-7286

Provisions

A plat application will not be considered filed pursuant to Section 212.009 of the Texas Local Government Code until all required documents and fees have been submitted and ***all of the terms and conditions of the Subdivision Ordinance, including all necessary studies, plans and supporting information are accepted and approved,*** or the applicant has filed a waiver request for sections from which the plat deviates. Once a plat meets the requirements to be considered filed with the City, the application will be placed on the Planning and Zoning Commission agenda for consideration under the time requirements set out in Section 212.009.

Signature *(by property owner only – authorized agent must sign affidavit below)*

Property Owner (signature): Alan D Feinsilver, GP | Date: 1/22/2024

Property Owner (printed) : ALAN D FEINSILVER, GP

The Preliminary Plat shall be considered officially received in the Planning office only when it has been submitted in full compliance with the provisions of Section 212 of the Texas Local Government Code and the Subdivision Code of Ordinances of the City of Midland and when such required items for the application are also received.

All materials, including exhibits, submitted in support of an application, or displayed during a public hearing, shall remain the property of the City of Midland.

STATE OF TEXAS
COUNTY OF MIDLAND

Before me, the undersigned authority, on this day personally appeared Shelby Freeman who, being by me duly sworn, upon oath says: That (s)he is the owner of _____ or is 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.

Shelby Freeman
Authorized Agent (*signature*)

Subscribed and sworn to before me, this 22 day of January, 2024, to certify which witness my hand and seal of office.

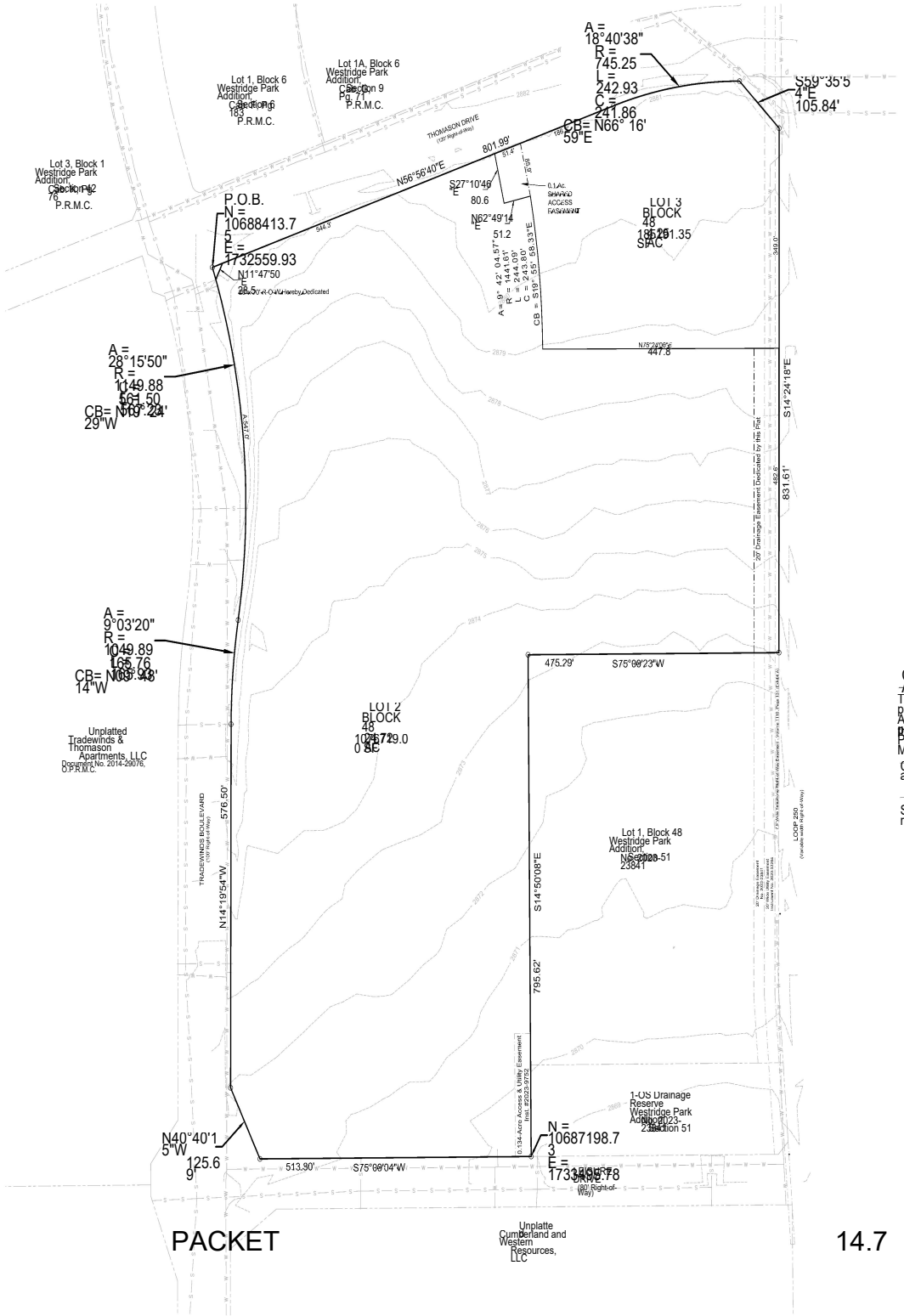
Amy Lewis
NOTARY PUBLIC, MIDLAND COUNTY, TEXAS

AMY LEWIS
Notary Public, State of Texas
Comm. Expires 10-16-2026
Notary ID 131761985

FOR OFFICE USE ONLY

☐ Property Owner Authorization	☐ 1 Copy of Dimensioned Plat	☐ Plat in Digital Format (PDF/JPEG)
☐ Application Fee	☐ 1 Copy of Plat (11x17)	
Check #_____		
Received By:	Date:	

****Application will not be considered for scheduling until reviewed by a planner.****



PRELIMINARY PLAT

WESTRIDGE PARK ADDITION SECTION 55

Being an 28.97-acre tract of land located in the Northwest quarter of RR Section 48, Block 40, T-1-S, T.&P. of Midland County, Texas

0 100' 200'

N

LEGEND

- Proposed Plat Limits
- Proposed Platted Lot Lines
- Proposed Easements
- Existing Lot Lines
- Existing Easements
- Existing Sanitary Sewer Line
- Existing Water Line
- Existing Contours

SURVEYOR'S CERTIFICATE

KNOW ALL MEN BY THESE PRESENTS:

That I, Franklin Leamons, 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.

Franklin Leamons, R.P.L.S. #6889

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 0.99989260 and a theta angle equal to - 0°56'9.93" at a 1/2-inch iron rod with a plastic cap marked "PSC CONTROL", said control point having the following coordinates: NORTHING = 10,686,977.94 and EASTING = 1,733,007.82 in U.S. Survey Feet.

FLOOD ZONE INFORMATION

Based on the U.S. Department of Housing and Urban Development, Federal Insurance Administration Flood Hazard Boundary Map, Community Number 481239, Map Number 48329C0182F, 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 CERTIFICATE

STATE OF TEXAS
COUNTY OF MIDLAND

WHEREAS, WESTRIDGE VILLAGE, LP. is the record owner of 28.97 Acres of Land Located in Section 48, Block 40, T-1-S T&P RR Co. Survey, City and County of Midland, Texas and more particularly described, known as the herein.

NOW THEREFORE KNOW ALL MEN BY THESE PRESENTS:

That we, WESTRIDGE VILLAGE, LP, do hereby adopt this plat designating the herein above described property as WESTRIDGE PARK ADDITION, SECTION 55 to the City and County of Midland, Texas, and we do hereby dedicate to the public use forever the streets and easements shown thereon.

WITNESS our hand and seal this the ____ day of _____.

By: _____
Alan D. Feinsilver, President

STATE OF _____
COUNTY OF _____

This instrument was acknowledged before me on _____, _____ by Alan D. Feinsilver on behalf of WESTRIDE GP, LLC, it's general partner

_____
Notary Public Signature

CERTIFICATE OF APPROVAL

This is to certify that the above and foregoing plat of WESTRIDGE PARK ADDITION, SECTION 55 was approved by the Planning and Zoning Commission of the City of Midland, Texas, on this ____ day of _____.

Chairman: Lucy Sisnega

Secretary: Xavier Bauguess

WESTRIDGE PARK ADDITION N 55



LOCATION MAP

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) _____

Optimum (PLEASE PRINT) _____

Astound Broadband (PLEASE PRINT) _____

FILED FOR RECORD MIDLAND COUNTY, TEXAS

DATE _____

OWNER:
Westridge Village LP
1885 Saint James PL St. #1100
Houston, Texas 77063

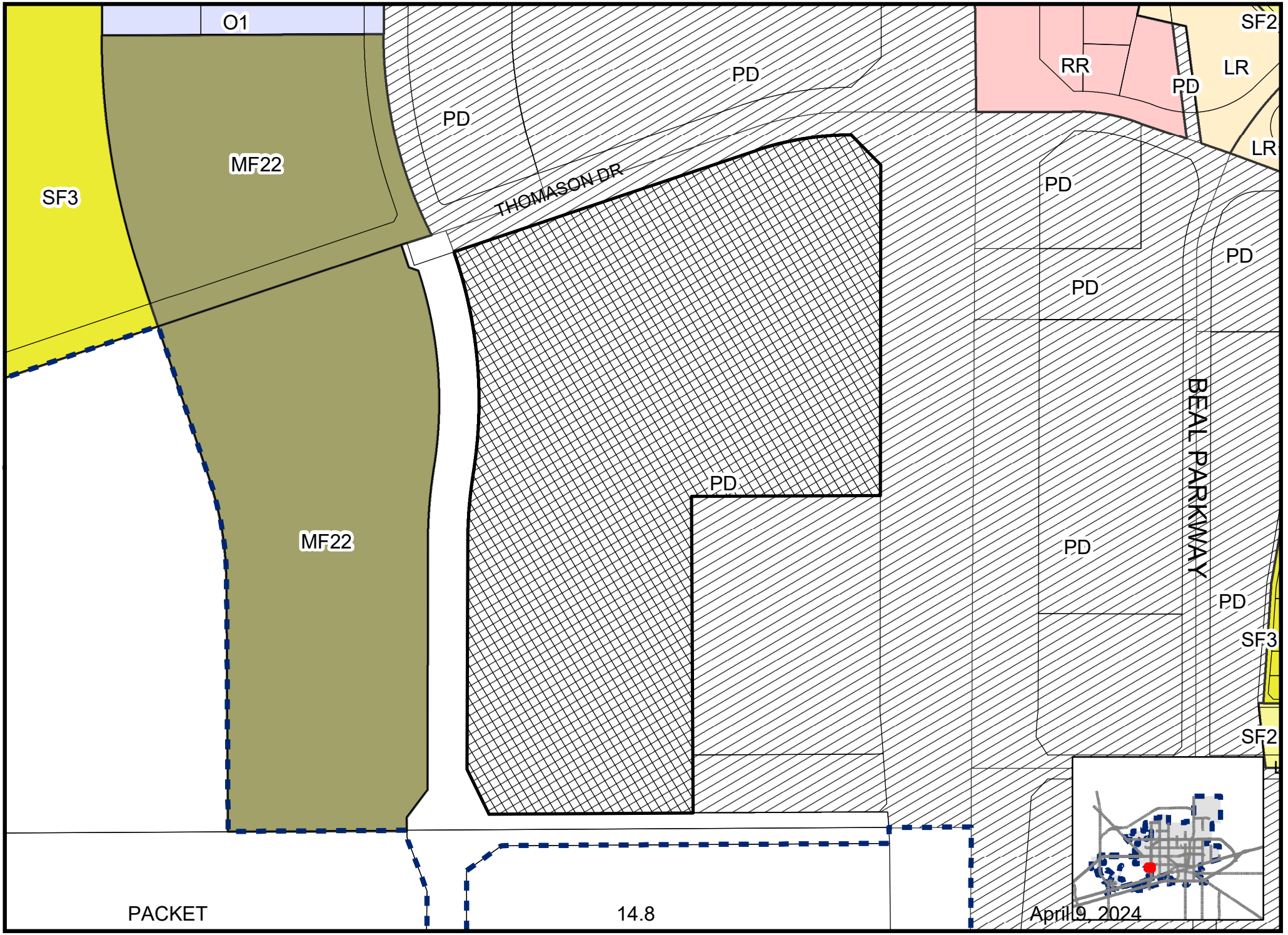
ENGINEER:
Parkhill
1700 W Wall St., #100 Midland, Texas 79701
432-262-1101

SURVEYOR:
Parkhill
1700 W Wall St., #100 Midland, Texas 79701
432-262-1447

WESTRIDGE PARK ADDITION SECTION 55

Parkhill

TBPELS FIRM REGISTRATION NO. 10194091



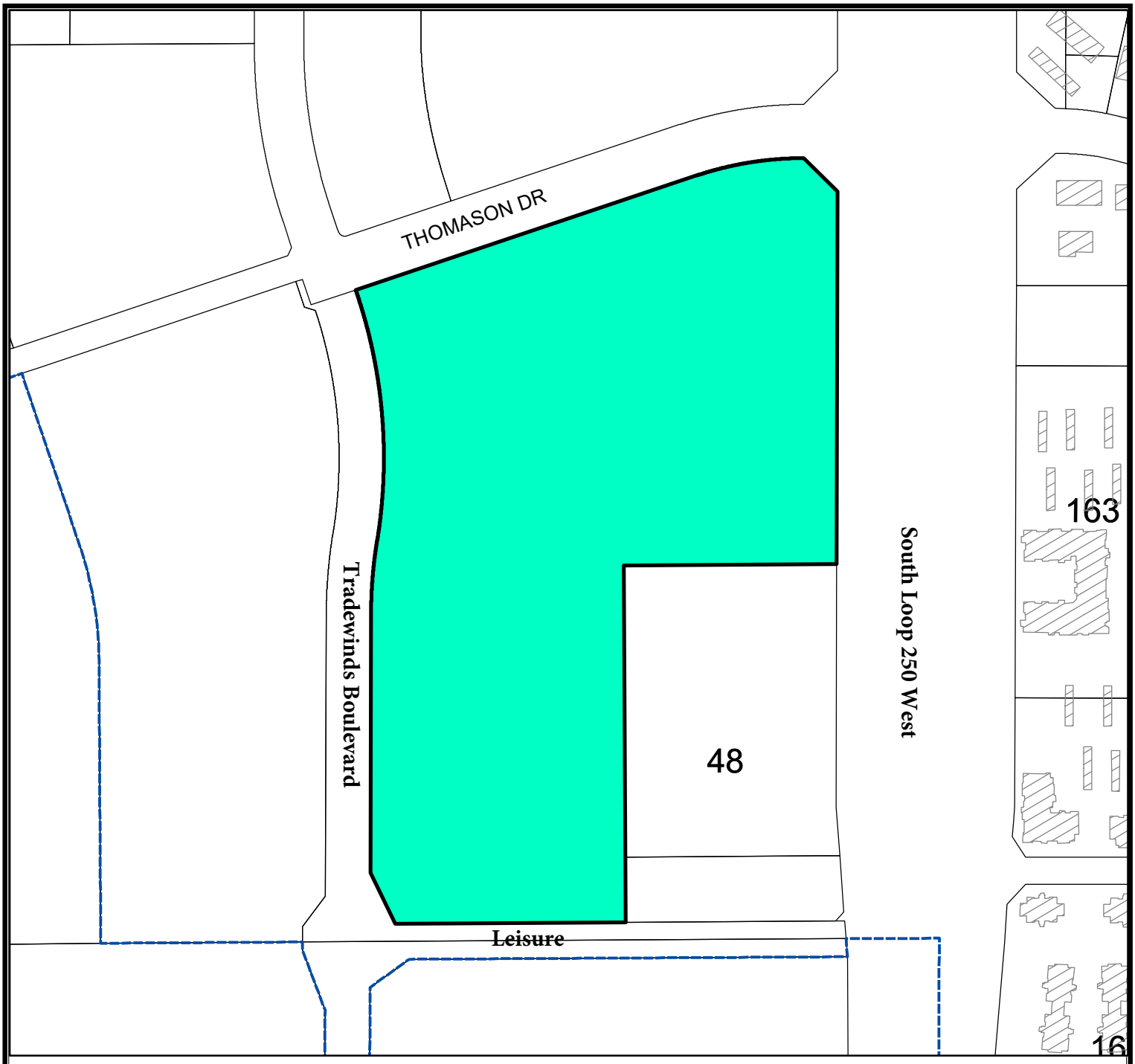
Map By 2/14/2024

SUB-24-0715

Scale: 1" = 302'

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.



LOCATION MAP

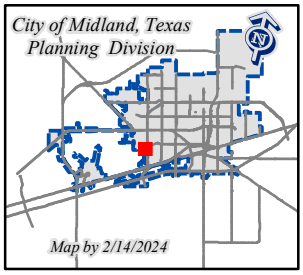
SUB-24-0715 **Scale: 1" = 318'**

Proposed Plat of Westridge Park Addition, Section 55, being a plat of a 28.97-acre tract of land out of the northwest quarter of Section 48, Block 40, T-1-S, T&P RR Co. Survey, City and County of Midland, Texas.

Generally located on the northeast corner of the intersection of Tradewinds Boulevard and Leisure Drive. (Council District 4)

LEGEND

- CITY LIMITS
- PARCEL
- PRIVATE BLDGS



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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.

April 9, 2024


THOMASON DR
BEAL PARKWAY
48
153

City Council Meeting

Item Number: 15

Meeting Date: April 9, 2024

To: City Council / City Manager

From: Diana Geerts, Associate Planner

Subject: MOTION APPROVING WITH STAFF'S RECOMMENDED CONDITIONS A PROPOSED PRELIMINARY PLAT OF PARKWAY SOUTH ADDITION, SECTION 4, BEING A REPLAT OF LOT 1, BLOCK 2, PARKWAY SOUTH ADDITION, SECTION 2, AND AN 8.0-ACRE TRACT OF LAND AND A 0.429-ACRE TRACT OF LAND OUT OF SECTION 2, BLOCK 39, T-2-S, T&P RR CO. SURVEY, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED ON THE SOUTHWEST CORNER OF THE INTERSECTION OF SOUTH LAMESA ROAD AND EAST GIST AVENUE) (DISTRICT 1) (DEVELOPMENT SERVICES) (QUALITY OF LIFE AND PLACE)

Purpose:

Newton Engineering, on behalf of Midland Independent School District, is requesting to replat the property located at 1900 S. Lamesa Road. Being Lot 1, Block 2, Parkway South Addition, Section 2, an 8.0-acre tract of land and a 0.429-acre tract of land out of Section 2, Block 39, T-2-S, T&P RR Co. Survey, in part, and a replat of Lot 1, Block 2, Parkway South Addition, Section 2, City and County of Midland, Texas.

Recommended City Council Action:

Approve

Fiscal Impact:

None.

Current Zoning:

SF-1, Single-Family Dwelling District

Departmental Review:

This request has been routed to all respective departments for internal review. The comments are below.

BUILDING CODE: (Approved)
No issues. All future structures must adhere to the .2018 International Building Codes, the 2015 International Energy Code, the 2020 NEC No issues. requirements, the 2015 International Fire Codes, local city ordinances, zoning requirements, established setbacks, oil and gas considerations, 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.

SURVEYOR: (Approved)

No comments.

ENGINEERING: (Approved with Conditions)

IMPACT FEES: Okay as shown. [For the Applicant's information only.]

ROW: Refer to transportation's comments, if any. [For the Applicant's information only.]

PAVING: Lamesa roadway okay as is. Gist roadway okay as is. Terrell roadway okay as is. No public paving improvements required. [For the Applicant's information only.]

WATER: 12" water exists in S Lamesa, okay as is. 12" water exists in E Gist, okay as is. 6" water exists in S Terrell, okay as is. No public water improvements required. [For the Applicant's information only.]

FIRE HYDRANTS: Required as needed to meet NFPA, IFC & City Fire Code; and/or comply with directives of City Fire Marshal. After January 14, 2020 - Fire hydrants shall be spaced no more than 500' apart, Pressure Indicator Rings are to be installed and will require the developers/contractors to pay for the flow test. [For the Applicant's information only.]

PRO RATA: None. [For the Applicant's information only.]

SEWER: 15" sewer exists in S Terrell, okay as is. 15" sewer exists in E Gist, okay as is. 8" sewer exists in S Lamesa, okay as is. No public wastewater improvements required. [For the Applicant's information only.]

DRAINAGE: Drainage letter has been approved for platting purposes. [For Applicant's Information Only.]

EASEMENTS: Show existing and proposed. [For Applicant's Information Only.]

DIMENSION: * * *

OTHER: ***

TRANSPORTATION: (Approved)

No additions or changes to site access are approved with plat or zoning review. Driveways or other access points are approved only with construction drawing review. [For the Applicant's information only.]

No objections to plat. [For the Applicant's information only.]

FIRE: (Approved)

No comments.

OIL AND GAS: (Approved)

No Oil & Gas issues.

GIS: (Approved)

Should legal description say "an 8.429 acre tract" instead of two separate tracts?

PLANNING: (Approved with Conditions)

This plat is larger than 25 acres, which will require City Council approval.

This property is zoned SF-1, Single-Family Dwelling District. This is considered a residential replat and will require a public hearing at the preliminary plat phase. [Midland City Code 11-2-7(A)2(b)]

Please change the Secretary's name to Xavier Bauguess.

Staff recommends approval of the Preliminary Plat of Parkway South Addition, Section 4, subject to conditions A and B.

Conditions:

A. **Approval of this preliminary plat is subject to the Final plat including all plat comments, conditions, and requirements must be satisfied by all pertinent City departments before filing for recording with the County Clerk of Midland County, Texas.**

B. **Approval by the City Council shall be required prior to consideration of a final plat by the commission on which any preliminary plat which: Is ten hectares (25 acres) or more in area and is located in any survey section (approximately one**

square mile) which does not contain a publicly owned site or sites intended for both a public school and park, or public site reservation. [Midland City Code 11-2-3(D)11(a)6].

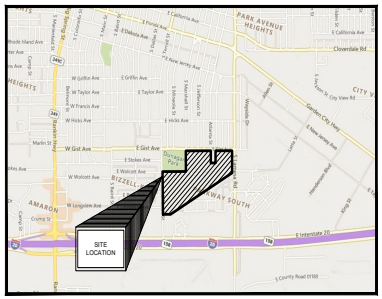
Attachments:

Proposed Preliminary Plat
Application
Maps

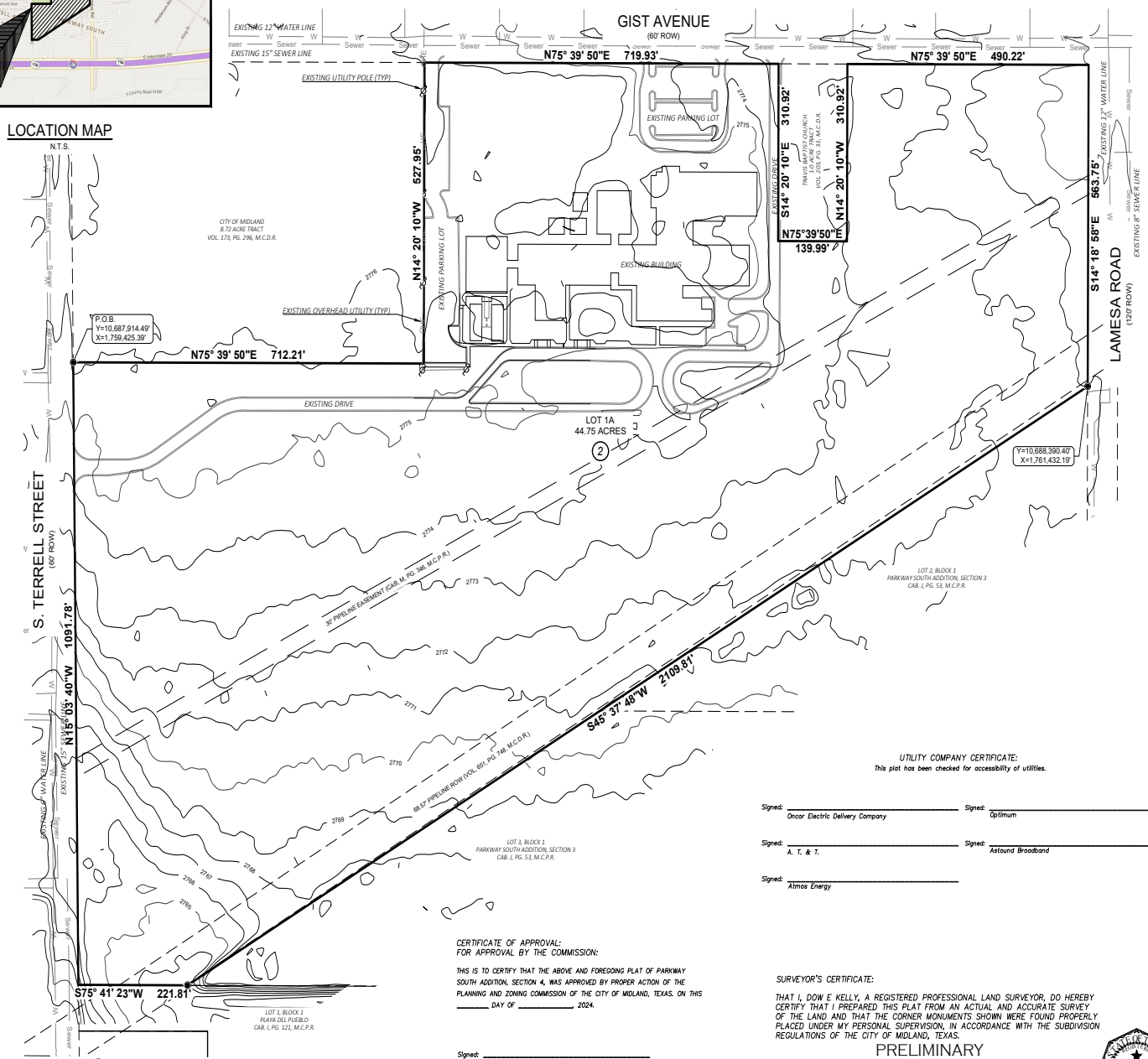
City Manager's Office

PARKWAY SOUTH ADDITION, SECTION 4

BEING A REPLAT OF LOT 1, BLOCK 2, PARKWAY SOUTH ADDITION, SECTION 2,
AN 8.0 ACRE TRACT AND A 0.429 ACRE TRACT,
LOCATED IN SECTION 2, BLOCK 39, T-2-S, T&P RR. CO. SURVEY,
CITY AND COUNTY OF MIDLAND, TEXAS



LOCATION MAP
N.T.S.



PACKET

15.5

LEGEND

- 1/2" IRON ROD FOUND WITH CAP
- 1/2" IRON ROD SET WITH CAP SET WHERE POSSIBLE
- BOUNDARY LINE
- ADJACENT PROPERTY

GRAPHIC SCALE
0 100' 200'
(IN FEET)
1 inch = 100 ft.

OWNER'S CERTIFICATE

STATE OF TEXAS
COUNTY OF MIDLAND

WHEREAS, MIDLAND INDEPENDENT SCHOOL DISTRICT IS THE RECORD OWNERS OF ALL OF THAT CERTAIN LAND SHOWN ON THIS PLAT AND DESIGNATED AS PARKWAY SOUTH ADDITION, SECTION 4, BEING A REPLAT OF LOT 1, BLOCK 2, PARKWAY SOUTH ADDITION, SECTION 2, AN 8.0 ACRE TRACT AND A 0.429 ACRE TRACT LOCATED IN SECTION 2, BLOCK 39, T-2-S, T&P RR. CO. SURVEY, MIDLAND COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED HEREON.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENT:

THAT I, CORTNEY SMITH, DO HEREBY ADOPT THIS PLAT DESIGNATING THE HEREIN ABOVE DESCRIBED PROPERTY AS PARKWAY SOUTH ADDITION, SECTION 4 AND HEREBY DEDICATE TO THE PUBLIC USE FOREVER OF THE STREETS AND EASEMENTS SHOWN HEREON.

WITNESS OUR HANDS AT MIDLAND, TEXAS, THIS _____ DAY OF _____, 2024.

_____
MIDLAND INDEPENDENT SCHOOL DISTRICT
CORTNEY SMITH, CHIEF OF FACILITIES AND OPERATIONS

ACKNOWLEDGEMENT

STATE OF TEXAS
COUNTY OF MIDLAND

THIS PLAT WAS ACKNOWLEDGED BEFORE ME ON _____, 2024 BY CORTNEY SMITH.

_____
NOTARY PUBLIC, STATE OF TEXAS

NOTES:
1. SELLING A PORTION OF THIS ADDITION BY METES AND BOUNDS MAY BE A VIOLATION OF CITY ORDINANCE AND STATE LAW AND SUBJECT TO FINES AND WITHHOLDING OF UTILITIES AND BUILDING PERMITS.

2. APPROVAL OF A SITE PLAN BY THE CITY OF MIDLAND MAY BE REQUIRED BEFORE THE DEVELOPMENT OF ANY LOT AND BEFORE A BUILDING PERMIT MAY BE OBTAINED.

3. BEARINGS/DISTANCES/COORDINATES REFERENCED TO THE TEXAS STATE PLANE COORDINATE SYSTEM, TEXAS CENTRAL ZONE, NORTH AMERICAN DATUM OF 1983, WITH A COMBINED GRID FACTOR OF 0.999899047 AND THETA ANGLE OF -00°53'27".

4. THE AREA SHOWN ON THIS PLAT IS IN FLOOD ZONE X ACCORDING TO FIRM MAP NUMBER 48329C0202F DATED SEPTEMBER 16, 2005 AND FIRM MAP NUMBER 48329C0206F DATED SEPTEMBER, 16, 2005.

5. INITIAL IMPACT FEES WILL BE ASSESSED DURING THE FINAL PLATTING PROCESS. IMPLEMENTATION AND COLLECTION OF IMPACT FEES WILL TAKE PLACE DURING THE BUILDING PERMIT PROCESS. ADDITIONAL IMPACT FEES OR INCREASES IN FEES MAY NOT BE ASSESSED AGAINST THE TRACT UNLESS THE NUMBER OF SERVICE UNITS TO BE DEVELOPED ON THE TRACT INCREASES.

6. A BLANKET EASEMENT OF INGRESS AND EGRESS FOR GARBAGE AND TRASH COLLECTION PURPOSES IS HEREBY GRANTED.

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

CERTIFICATE OF APPROVAL:
FOR APPROVAL BY THE COMMISSION:

THIS IS TO CERTIFY THAT THE ABOVE AND FOREGOING PLAT OF PARKWAY SOUTH ADDITION, SECTION 4, WAS APPROVED BY PROPER ACTION OF THE PLANNING AND ZONING COMMISSION OF THE CITY OF MIDLAND, TEXAS. ON THIS _____ DAY OF _____, 2024.

Signed: _____
Lucy Stanlega, Chairman

Signed: _____
Xavier Bauguess, Secretary

SURVEYOR'S CERTIFICATE:

THAT I, DOW E. KELLY, 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 WERE FOUND PROPERLY PLACED UNDER MY PERSONAL SUPERVISION, IN ACCORDANCE WITH THE SUBDIVISION REGULATIONS OF THE CITY OF MIDLAND, TEXAS.

PRELIMINARY
THIS DOCUMENT SHALL NOT BE RECORDED FOR ANY PURPOSE AND SHALL NOT BE USED OR VIEWED OR RELIED UPON AS A FINAL SURVEY DOCUMENT.

DATED: _____, 20__

DOW E. KELLY 5707 REGISTERED PROFESSIONAL LAND SURVEYOR

REGISTERED PROFESSIONAL SURVEYOR

OWNERS:

MIDLAND INDEPENDENT SCHOOL DISTRICT
605 W. MISSOURI AVENUE
MIDLAND, TEXAS 79701

PLAT FILED FOR RECORD
MIDLAND COUNTY, TEXAS

NO._____

DATE:_____

PARKWAY SOUTH ADDITION, SECTION 4

April 9, 2024

NEWTON ENGINEERING, PC
TBPE F-13856 TBPLS F-10194809
2481 E. 2nd St. Odessa, Texas 79761
(432) 770-0499 (432) 935-0707

DATE: FEBRUARY 2024 | SCALE: 1"=100'

PRELIMINARY PLAT | PROJECT NUMBER 23-ME12191

MIDLAND
Planning Division

Preliminary Plat Application

Project Number: _____

Case Number: _____

Proposed Subdivision Plat Name: Parkway South Addition, Section 4

Legal Description (attached sealed Metes and Bounds): _____

Property Owner Printed Name: Midland Independent School District		Phone (432) 240-1008 Email cortney.smith@midlandisd.net	
Address 605 W. Missouri Avenue	City Midland	State Texas	Zip 79701

Developer *(if different than Owner)* Printed Name:		Phone ( ) Email	
Address	City	State	Zip

Representative *(if acting as Agent, see affidavit on page 2)* Firm: Newton Engineering, PC Printed Name: Kyle L. Newton, PE		Phone (432) 935-0707 Email kyle@newtoncivil.com	
Address 4501A Santa Rosa Drive	City Midland	State Texas	Zip 79707

Current Zoning: SF-1

Reason for Platting: Create a single lot for development purposes.

Plat Information	Total Acreage:	44.75 ac

Type: ☐ Single-Family Residential ☐ Multi-Family Residential
☑ Commercial ☐ Extraterritorial Jurisdiction (ETJ)

Number of Lots: 1	Number of Multi-family Dwelling Units:

Submittal and Fees

Items to be submitted with this application form:

- 1 FOLDED Copy of Dimensioned Plat
- 1 Extra Copy (11x17)
- Digital Files (JPEG & PDF)
- Application Fee – Payable to the 'City of Midland'

Request for a Development Agreement

Do you expect to request a development agreement with the City? ☐ Yes ☑ No

If yes, contact the City Engineer at (432) 685-7286

RECEIVED
FEB 20 2024

Provisions

A plat application will not be considered filed pursuant to Section 212.009 of the Texas Local Government Code until all required documents and fees have been submitted and ***all of the terms and conditions of the Subdivision Ordinance, including all necessary studies, plans and supporting information are accepted and approved,*** or the applicant has filed a waiver request for sections from which the plat deviates. Once a plat meets the requirements to be considered filed with the City, the application will be placed on the Planning and Zoning Commission agenda for consideration under the time requirements set out in Section 212.009.

Signature *(by property owner only – authorized agent must sign affidavit below)*

Property Owner (signature): [signature] Date: 2/19/2024

Property Owner (printed) : Cortney Smith (Chief of Facilities and Operations)

The Preliminary Plat shall be considered officially received in the Planning office only when it has been submitted in full compliance with the provisions of Section 212 of the Texas Local Government Code and the Subdivision Code of Ordinances of the City of Midland and when such required items for the application are also received.

All materials, including exhibits, submitted in support of an application, or displayed during a public hearing, shall remain the property of the City of Midland.

STATE OF TEXAS
COUNTY OF MIDLAND

Before me, the undersigned authority, on this day personally appeared Cortney Smith who, being by me duly sworn, upon oath says: That (s)he is the owner of _____ or is authorized by Midland Independent School Distr the owner of the above described property, to fully represent him/her in this application and that (s)he had the legal right, power and authority to sign said owner's name hereto as his/her attorney in fact.

[signature]
Authorized Agent (*signature*)

Subscribed and sworn to before me, this 19th day of February, 2024, to certify which witness my hand and seal of office.

DANA FLOYD
My Notary ID # 131892282
Expires February 13, 2027

[signature]
NOTARY PUBLIC, MIDLAND COUNTY, TEXAS

FOR OFFICE USE ONLY

☑ Property Owner Authorization ☑ 1 Copy of Dimensioned Plat ☐ Plat in Digital Format (PDF/JPEG)

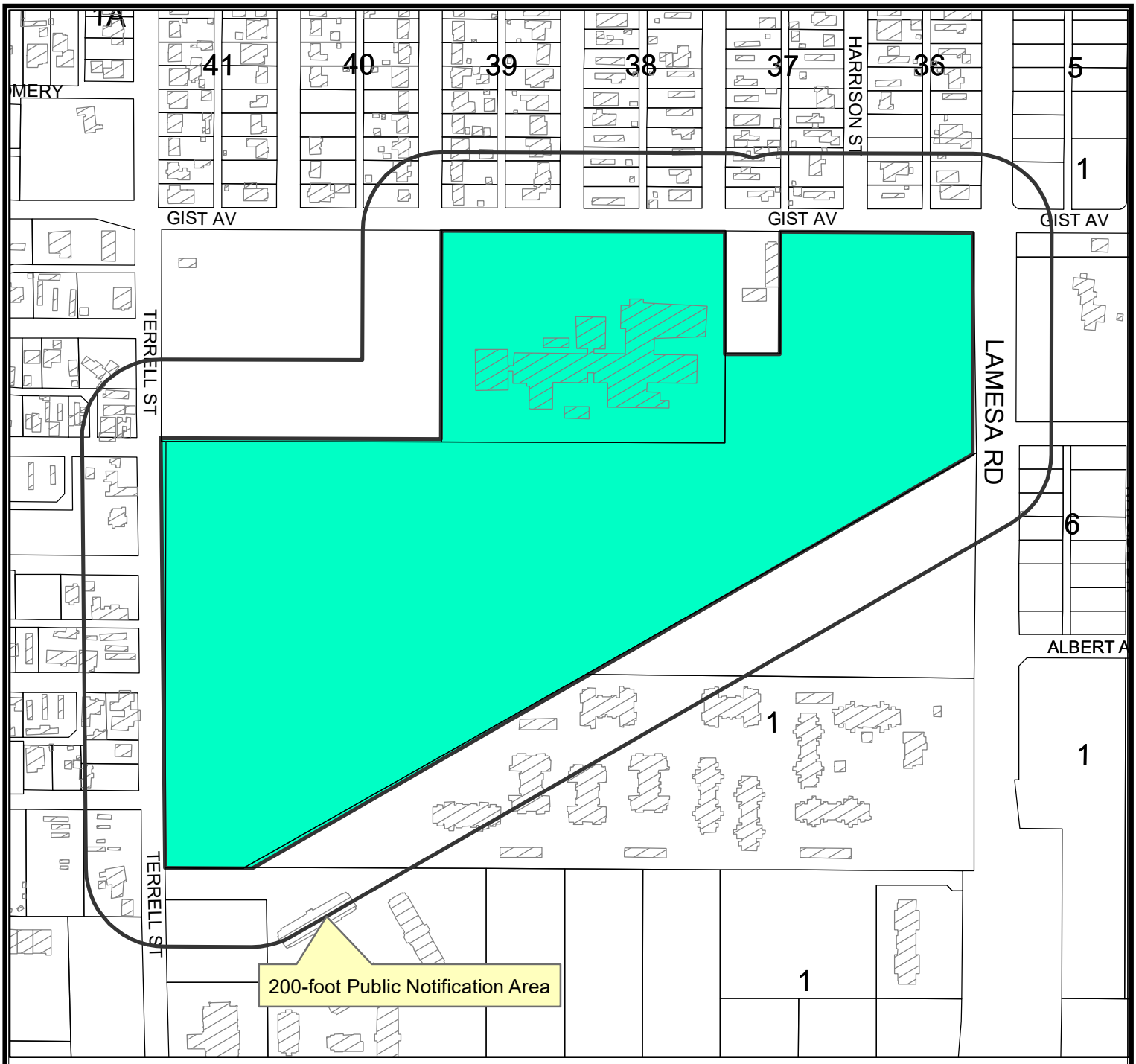
☑ Application Fee ☑ 1 Copy of Plat (11x17)

Check # 1579

Received By: [signature] Date: 2/20/24

RECEIVED FEB 20 2024

****Application will not be considered for scheduling until reviewed by a planner.****



LOCATION MAP

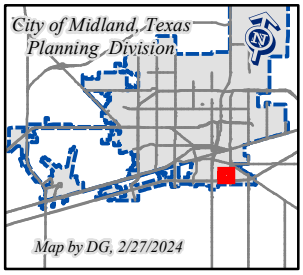
SUB-23-0710 **Scale: 1" = 360'**

Proposed plat of Parkway South Addition, Section 4, being a Replat of Lot 1, Block 2, Parkway South Addition, Section 2, an 8.0-acre tract of land and a 0.429-acre tract of land out of Section 2, Block 39, T-2-S, T&P RR. CO. Survey, City and County of Midland, Texas.

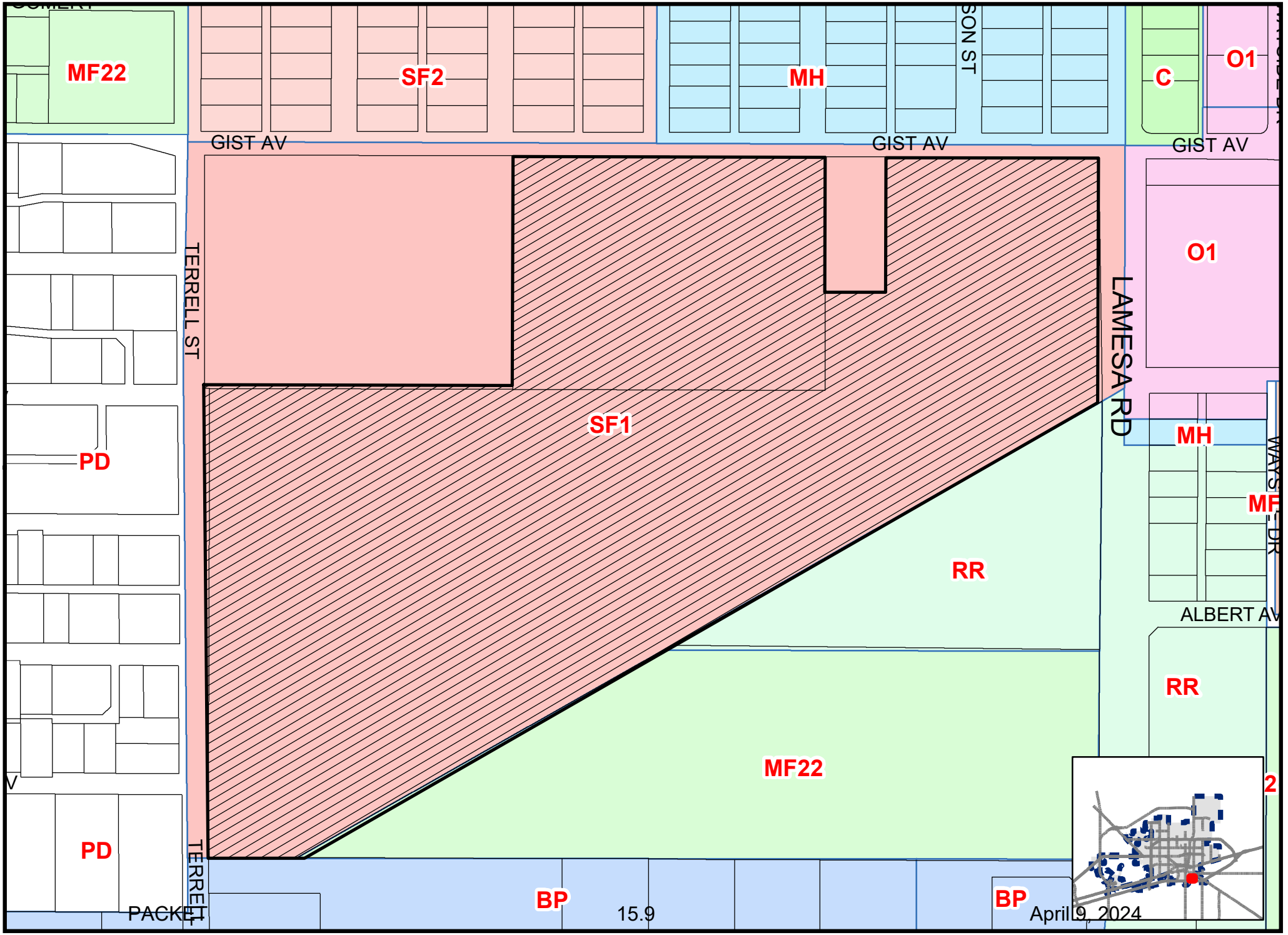
Generally located on the southwest corner of the intersection of South Lamesa Road and East Gist Avenue. (District 2)

LEGEND

- CITY LIMITS
- PARCEL
- PRIVATE BLDGS



©THE CITY OF MIDLAND - 2021
THIS DATA IS NOT A SUBSTITUTION FOR A SURVEY AND NOR IS 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.



Map By DG, 2/27/2024

SUB-23-0710

Scale: 1" = 280'

ZONING MAP

© THE CITY OF MIDLAND - 2020: THIS DATA IS NOT A SUBSTITUTION FOR A SURVEY PRODUCT, NOR IS IT DESIGNED TO BE USED AS A PRIMARY TOOL IN PERMITTING OR OTHER DECISIONS BASED SOLELY ON THE INFORMATION CONTAINED HEREIN.THE CITY OF MIDLAND SHALL NOT BE RESPONSIBLE FOR ANY DECISIONS BASED UPON THE USE OF THIS DATA.

City Council Meeting

Item Number: 16

Meeting Date: April 9, 2024

To: City Council / City Manager

From: Michele Hagemann, Accountant

Subject: RESOLUTION AUTHORIZING THE ADOPTION OF THE CITY OF MIDLAND'S VISION ZERO POLICY (DISTRICT: ALL) (DEVELOPMENT SERVICES) (SET THE STANDARD FOR A SAFE AND SECURE CITY)

Purpose:

The adoption of a Vision Zero Policy will be the first step in Midland's eligibility to apply competitively for the Safe Streets and Roads for All grant and other federal and state grants that focus on roadway safety.

Recommended City Council Action:

Approve

Fiscal Impact:

The Safety Action Plan will allow the City of Midland to apply for the Safe Streets and Roads for All grant opportunity for recommended safety improvements.

Strategic Priority:

(Set the Standard for a Safe and Secure City)

Discussion:

The adoption of Vision Zero by the City of Midland will show our commitment to roadway safety for all users through education, systemic and infrastructure improvements. There are no fiscal or contractual obligations at this time. This will be the first step in Midland's eligibility to apply for the Safe Streets and Roads for All grant opportunity.

City Manager's Office

RESOLUTION NO. _____

RESOLUTION AUTHORIZING THE ADOPTION OF THE CITY OF MIDLAND'S VISION ZERO POLICY

WHEREAS, the life and health of all persons living and traveling within the City of Midland are our utmost priority, and no one should die or be seriously injured while traveling on our city streets; and

WHEREAS, Vision Zero is the concept that traffic deaths and serious injuries on our roadways are unacceptable; and

WHEREAS, streets and transportation systems have traditionally been designed primarily to move cars efficiently, and Vision Zero supports a paradigm shift by designing streets and transportation systems to move all people safely, including people of all ages and abilities, pedestrians, bicyclists, public transit users, scooter riders, and motorcyclists, as well as drivers and passengers of motor vehicles; and

WHEREAS, Vision Zero recognizes that people will sometimes make mistakes, so the road system and related policies should be designed to ensure that those inevitable mistakes do not result in severe injuries or fatalities; therefore, transportation planners and engineers and policymakers are expected to improve the roadway environment, policies, and other related systems to lessen the severity of crashes; and

WHEREAS, 87 people in the City lost their lives to traffic deaths in 2018-2022 and traffic crashes are among the leading cause of deaths in the United States; and

WHEREAS, the City's transportation infrastructure serves an increasing number of vulnerable road users such as pedestrians and bicyclists; and

WHEREAS, according to the TxDOT Crash Records Information System, pedestrians and bicyclists are involved in 1.3 percent of collisions and account for 24 percent of traffic deaths in the City; and

WHEREAS, the injury rate for pedestrians involved in collisions is approximately 76 percent, and the injury rate for bicyclists involved in collisions is approximately 66

percent; and

WHEREAS, speed is recognized as a major determining factor of survival in a crash; and

WHEREAS, the City will work toward reducing vehicle speeds because the likelihood of a pedestrian surviving a crash is 10 percent if hit by a vehicle moving 40 mph; and

WHEREAS, children, older adults, people of color, people with disabilities, people who are unhoused, and people with low income face a significantly disproportionate risk of traffic injuries and fatalities; and

WHEREAS, people of color are disproportionately affected by racial profiling and inequitable enforcement of traffic violations; and

WHEREAS, making streets safer for all people using all modes of transportation will encourage people to travel on foot, by bicycle, and by public transit, which supports a healthier, more active lifestyle and reduces environmental pollution; and

WHEREAS, successful Vision Zero programs are a result of both a complete government approach (i.e., interdepartmental, coordinated initiatives) and community support of Vision Zero objectives and action plans; and

WHEREAS, Vision Zero resolutions have been adopted by many jurisdictions across the United States;

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

SECTION ONE. That the City adopts the goal of zero traffic deaths and serious injuries, stating that no loss of life or serious injury is acceptable on our streets.

SECTION TWO. That the City adopts the goal of eliminating traffic deaths and serious injuries by 2050 and endorses Vision Zero as a comprehensive and holistic approach to achieving this goal.

SECTION THREE. That the City adopts the goal of promoting fair and equitable enforcement of traffic violations.

SECTION FOUR. That the City adopts the Vision Zero policy attached hereto as Exhibit A and makes it part of this Resolution, effective immediately.

SECTION FIVE. That the City Secretary shall certify the adoption of this Resolution, effective immediately, by the City Council.

On motion of Council member _____, seconded by Council member _____, the above and foregoing resolution was adopted by the City Council of the City of Midland at a regular meeting on the _____ day of _____, A.D., 2024, by the following vote:

Council members voting "AYE":

Council members voting "NAY":

_____
Lori Merritt Blong, Mayor

ATTEST:

_____
Marcia Bentley-German, City Secretary

RECOMMENDED AND APPROVED:

_____
Tommy Gonzalez, City Manager

APPROVED AS TO CONTENT
AND COMPLETENESS:

_____
Lindsey Adams, Intergovernmental Relations Officer

APPROVED AS TO FORM ONLY:

_____
John Ohnemiller, City Attorney

S:\Resolutions\Administration\2024\Vision Zero Policy.wpd

Exhibit A

VISION ZERO POLICY OF THE CITY OF MIDLAND, TEXAS

A. PURPOSE

The purpose of this Vision Zero Policy ("Policy") is to eliminate all traffic fatalities and traffic-related severe injuries by using data-driven policy changes and equity-focused community engagement of diverse and necessary stakeholders to design and implement a transportation system that provides safe, healthy, and equitable mobility for all. This Policy seeks to achieve this purpose by (1) establishing that Vision Zero is a priority goal for the City of Midland and (2) creating a Vision Zero Task Force of senior city officials (or their designees) that is responsible for gathering data and working with the community – including traditionally underrepresented groups – to develop an action plan for achieving the goals of Vision Zero through equity-focused strategies that establish safe speeds, create safe streets, and improve safety culture and collaboration.

B. DEFINITIONS

1. "Community Engagement" means the various methods of informing, consulting, collaborating with, involving, or empowering community members with respect to government decisions.

2. "Fatal Injury" means a person is pronounced dead at the scene or dies as a result of injuries received in a traffic crash within thirty days of the date of the crash.

3. "High-Injury Network" means specific streets or roads (or portions thereof) and/or intersections within the boundaries of the City that have a high concentration of traffic fatalities and/or severe injuries, according to Traffic Safety Data.

4. "Priority Populations" means youth, older adults, communities of color, people with low income, people with disabilities, people with limited English proficiency, people who are unhoused, or others who have a higher risk of Severe or Fatal Injury resulting from a collision with a motor vehicle, due to limited access to efficient and affordable transportation options; unsafe neighborhood transit infrastructure; or population-specific risk factors.

5. "Severe Injury" is an injury other than fatal which results in one or more of the following: Severe laceration resulting in exposure of underlying tissues/muscle/organs or resulting in significant loss of blood; Broken or distorted

extremity (arm or leg); Crush injuries; Suspected skull, chest or abdominal injury other than bruises or minor lacerations; Significant burns (second and third degree burns over 10% or more of the body); Unconsciousness when taken from the crash scene; or Paralysis.

6. "Traffic Safety Data" means data collected for each traffic collision that results in a Fatal or Severe Injury and, to the extent possible, shall include but are not limited to the following data elements: (a) exact location; (b) date and time of day; (c) category of each road user involved (e.g., pedestrian, bicyclist, scooter rider, driver of motor vehicle); (d) type of vehicle(s) involved, if applicable (e.g., motorcycle, car, bus, commercial truck); (e) whether any road users were fatally or severely injured; (f) ages of people involved; (g) collision factors (e.g., unsafe speed, driver distraction, poor lighting); and (h) the movement preceding the collision (e.g., left turn, changing lanes).

7. "Vulnerable Road Users" means pedestrians, bicyclists, people using mobility devices, scooter riders, and any other road users who are at high risk of Severe or Fatal Injury resulting from a collision with a motor vehicle.

C. VISION ZERO TASK FORCE

1. The purpose of the Task Force is to develop and implement a Vision Zero action plan, ensuring coordination across all relevant departments, agencies, and stakeholders. The Vision Zero Task Force is hereby established and shall comprise the Mayor (or designee) and the Directors (or designees) of the Engineering, Development Services, Intergovernmental Relations, Fire, Parks & Recreation, Planning, Police, and Strategic Communications Departments, as well as Midland Development Corporation and the Midland-Odessa Urban Transit District.

2. The Mayor of the City of Midland shall chair the Task Force and be responsible for ensuring that the duties of the Task Force set forth in Section C.3 are completed in a timely manner.

3. The Task Force shall perform the following tasks:

    a. Within 12 months of the effective date of this Policy, (1) develop and finalize a Vision Zero Action Plan ("Action Plan") and (2) present the Action Plan to the Mayor and City Council.

b. Convene its first meeting no later than 60 days from the effective date of this Policy and meet at least bi-monthly until the Action Plan is finalized and any revisions have been fully implemented.

c. Revise the Action Plan, as needed.

d. Report on implementation of the Action Plan and progress toward Vision Zero goals pursuant to Section D of this Policy.

e. Maintain a comprehensive public web page to share information on the City of Midland's Vision Zero endeavors – for example, relevant data; the adopted Resolution; the Action Plan and any updates to it; and progress on the strategies in the Action Plan – as well as to solicit feedback on safety concerns, projects, and strategies.

D. ONGOING IMPLEMENTATION & EVALUATION

The Task Force shall be responsible for ongoing implementation and oversight of the Action Plan, including the following tasks:

1. Implementation of all strategies identified in the Action Plan, prioritizing strategies that benefit Priority Populations and High-Injury Network.
2. Identification of funding needs and oversight of strategies to obtain the funding needed to fully implement the Action Plan, prioritizing Priority Populations and the High-Injury Network.
3. Obtaining the data necessary to determine whether the performance goals for each strategy have been met; assessing whether the goals have been met based on these data; and if any goals have not been met, ascertaining the reasons.
4. Pursuit and oversight of any partnerships with other public or private entities necessary to implementation of the Action Plan.
5. Revision of the Action Plan as needed to meet the Vision Zero goals of the Resolution.

E. REQUIREMENTS FOR REPORTING & COMMUNITY MEETINGS

1. Within 6 months of finalizing the Action Plan, the Task Force shall submit to the City Council and the Office of the Mayor a written report on the progress made toward finalizing and/or implementing the Action Plan.

2. Within 12 months of finalizing the Action Plan and annually thereafter, the Task

Force shall submit to City Council and the Office of the Mayor and make publicly available online a written implementation report based on the performance goals of the Action Plan. The implementation report shall include, at a minimum, the following items:

a. An overview of progress toward full implementation of the Action Plan (and any revisions thereto) and the Vision Zero goals of the Resolution

b. The status of all strategies set forth in the Action Plan (and any revisions thereto), including specific highlighting of the status of all strategies benefitting Priority Populations and the High-Injury Network.

c. The status of funding necessary for implementation of the Action Plan, and steps taken to address any unmet funding needs.

d. A description of any unanticipated obstacles to implementation of the Action Plan and plans to address those obstacles.

Resolution No. [_____]

A RESOLUTION OF THE CITY COUNCIL OF MIDLAND, TEXAS ADOPTING A VISION ZERO POLICY

PREAMBLE

WHEREAS, the life and health of all persons living and traveling within the City of Midland are our utmost priority, and no one should die or be seriously injured while traveling on our city streets;

WHEREAS, Vision Zero is the concept that traffic deaths and serious injuries on our roadways are unacceptable;[1]

WHEREAS, Vision Zero is a holistic strategy aimed at eliminating all traffic fatalities and severe injuries suffered by all road users while increasing safe, healthy, equitable mobility for all;

WHEREAS, streets and transportation systems have traditionally been designed primarily to move cars efficiently, and Vision Zero supports a paradigm shift by designing streets and transportation systems to move all people safely, including people of all ages and abilities, pedestrians, bicyclists, public transit users, scooter riders, and motorcyclists, as well as drivers and passengers of motor vehicles;

WHEREAS, Vision Zero recognizes that people will sometimes make mistakes, so the road system and related policies should be designed to ensure that those inevitable mistakes do not result in severe injuries or fatalities; therefore, transportation planners and engineers and policymakers are expected to improve the roadway environment, policies, and other related systems to lessen the severity of crashes;

WHEREAS, 87 people in the City lost their lives to traffic deaths in 2018-2022 and traffic crashes are among the leading cause of deaths in the United States;[2]

WHEREAS, the City's transportation infrastructure serves an increasing number of vulnerable road users such as pedestrians and bicyclists;

WHEREAS, according to the TxDOT Crash Records Information System, pedestrians and bicyclists are involved in 1.3 percent of collisions and account for 24 percent of traffic deaths in the City;

WHEREAS, the injury rate for pedestrians involved in collisions is approximately 76 percent, and the injury rate for bicyclists involved in collisions is approximately 66 percent;

WHEREAS, speed is recognized as a major determining factor of survival in a crash;[3]

WHEREAS, the City will work toward reducing vehicle speeds because the likelihood of a pedestrian surviving a crash is 10 percent if hit by a vehicle moving 40 mph;[4]

WHEREAS, children, older adults, people of color, people with disabilities, people who are unhoused, and people with low income face a significantly disproportionate risk of traffic injuries and fatalities;[5]

WHEREAS, people of color are disproportionately affected by racial profiling and inequitable enforcement of traffic violations;[6-8]

WHEREAS, making streets safer for all people using all modes of transportation will encourage people to travel on foot, by bicycle, and by public transit, which supports a healthier, more active lifestyle and reduces environmental pollution;

WHEREAS, successful Vision Zero programs are a result of both a complete government approach (i.e., interdepartmental, coordinated initiatives) and community support of Vision Zero objectives and action plans;

WHEREAS, Vision Zero resolutions have been adopted by many jurisdictions across the United States; and

NOW, THEREFORE, BE IT RESOLVED, by the City Council of Midland, Texas, as follows:

1. The City adopts the goal of zero traffic deaths and serious injuries, stating that no loss of life or serious injury is acceptable on our streets.

2. The City adopts the goal of eliminating traffic deaths and serious injuries by 2050 and endorses Vision Zero as a comprehensive and holistic approach to achieving this goal.

3. The City adopts the goal of promoting fair and equitable enforcement of traffic violations.

4. The City adopts the Vision Zero policy attached hereto as Exhibit A and makes it part

of this Resolution, effective immediately.

5. The City Clerk shall certify the adoption of this Resolution, effective immediately, by the City Council.

PASSED AND ADOPTED by the City Council of Midland, Texas, on [*Date*], 2024, by the following vote: [_____].

Exhibit A

This Vision Zero Policy was adopted by Resolution No. [_____] by the City Council of Midland, Texas on [*Date*], 2024.

VISION ZERO POLICY OF THE CITY OF MIDLAND, TEXAS

A. PURPOSE

The purpose of this Vision Zero Policy ("Policy") is to eliminate all traffic fatalities and traffic-related severe injuries by using data-driven policy changes and equity-focused community engagement of diverse and necessary stakeholders to design and implement a transportation system that provides safe, healthy, and equitable mobility for all. This Policy seeks to achieve this purpose by (1) establishing that Vision Zero is a priority goal for the City of Midland and (2) creating a Vision Zero Task Force of senior city officials (or their designees) that is responsible for gathering data and working with the community – including traditionally underrepresented groups – to develop an action plan for achieving the goals of Vision Zero through equity-focused strategies that establish safe speeds, create safe streets, and improve safety culture and collaboration.

B. DEFINITIONS

1. "Community Engagement" means the various methods of informing, consulting, collaborating with, involving, or empowering community members with respect to government decisions.

2. "Fatal Injury" means a person is pronounced dead at the scene or dies as a result of injuries received in a traffic crash within thirty days of the date of the crash.

3. "High-Injury Network" means specific streets or roads (or portions thereof) and/or intersections within the boundaries of the City that have a high concentration of traffic fatalities and/or severe injuries, according to Traffic Safety Data.

4. "Priority Populations" means youth, older adults, communities of color, people with low income, people with disabilities, people with limited English proficiency, people who are unhoused, or others who have a higher risk of Severe or Fatal Injury resulting from a collision with a motor vehicle, due to limited access to efficient and affordable transportation options; unsafe neighborhood transit infrastructure; or population-specific risk factors.

5. "Severe Injury" is an injury other than fatal which results in one or more of the

following: Severe laceration resulting in exposure of underlying tissues/muscle/organs or resulting in significant loss of blood; Broken or distorted extremity (arm or leg); Crush injuries; Suspected skull, chest or abdominal injury other than bruises or minor lacerations; Significant burns (second and third degree burns over 10% or more of the body); Unconsciousness when taken from the crash scene; or Paralysis.

6. "Traffic Safety Data" means data collected for each traffic collision that results in a Fatal or Severe Injury and, to the extent possible, shall include but are not limited to the following data elements: (a) exact location; (b) date and time of day; (c) category of each road user involved (e.g., pedestrian, bicyclist, scooter rider, driver of motor vehicle); (d) type of vehicle(s) involved, if applicable (e.g., motorcycle, car, bus, commercial truck); (e) whether any road users were fatally or severely injured; (f) ages of people involved; (g) collision factors (e.g., unsafe speed, driver distraction, poor lighting); and (h) the movement preceding the collision (e.g., left turn, changing lanes).

7. "Vulnerable Road Users" means pedestrians, bicyclists, people using mobility devices, scooter riders, and any other road users who are at high risk of Severe or Fatal Injury resulting from a collision with a motor vehicle.

C. VISION ZERO TASK FORCE

1. The purpose of the Task Force is to develop and implement a Vision Zero action plan, ensuring coordination across all relevant departments, agencies, and stakeholders. The Vision Zero Task Force is hereby established and shall comprise the Mayor or City Manager (or designee) and the Directors (or designees) of the Engineering, Development Services, Intergovernmental Relations, Fire, Parks & Recreation, Planning, Police, and Strategic Communications Departments, as well as Midland Development Corporation and the Midland-Odessa Urban Transit District.

2. The [*Title and Department of the person accountable (e.g., Director of the Department of Transportation*)] shall chair the Task Force and be responsible for ensuring that the duties of the Task Force set forth in Section C.3 are completed in a timely manner.

3. The Task Force shall perform the following tasks:

    a. Within 12 months of the effective date of this Policy, (1) develop and finalize a

Vision Zero Action Plan ("Action Plan") and (2) present the Action Plan to the Mayor and City Council.

b. Convene its first meeting no later than 60 days from the effective date of this Policy and meet at least bi-monthly until the Action Plan is finalized and any revisions have been fully implemented.

c. Revise the Action Plan, as needed.

d. Report on implementation of the Action Plan and progress toward Vision Zero goals pursuant to Section D of this Policy.

e. Maintain a comprehensive public web page to share information on the City of Midland's Vision Zero endeavors – for example, relevant data; the adopted Resolution; the Action Plan and any updates to it; and progress on the strategies in the Action Plan – as well as to solicit feedback on safety concerns, projects, and strategies.

D. ONGOING IMPLEMENTATION & EVALUATION

The Task Force shall be responsible for ongoing implementation and oversight of the Action Plan, including the following tasks:

1. Implementation of all strategies identified in the Action Plan, prioritizing strategies that benefit Priority Populations and High-Injury Network.
2. Identification of funding needs and oversight of strategies to obtain the funding needed to fully implement the Action Plan, prioritizing Priority Populations and the High-Injury Network.
3. Obtaining the data necessary to determine whether the performance goals for each strategy have been met; assessing whether the goals have been met based on these data; and if any goals have not been met, ascertaining the reasons.
4. Pursuit and oversight of any partnerships with other public or private entities necessary to implementation of the Action Plan.
5. Revision of the Action Plan as needed to meet the Vision Zero goals of the Resolution.

E. REQUIREMENTS FOR REPORTING & COMMUNITY MEETINGS

1. Within 6 months of finalizing the Action Plan, the Task Force shall submit to the City Council and the Office of the Mayor a written report on the progress made

toward finalizing and/or implementing the Action Plan.

2. Within 12 months of finalizing the Action Plan and annually thereafter, the Task Force shall submit to City Council and the Office of the Mayor and make publicly available online a written implementation report based on the performance goals of the Action Plan. The implementation report shall include, at a minimum, the following items:

    a. An overview of progress toward full implementation of the Action Plan (and any revisions thereto) and the Vision Zero goals of the Resolution

    b. The status of all strategies set forth in the Action Plan (and any revisions thereto), including specific highlighting of the status of all strategies benefitting Priority Populations and the High-Injury Network.

    c. The status of funding necessary for implementation of the Action Plan, and steps taken to address any unmet funding needs.

    d. A description of any unanticipated obstacles to implementation of the Action Plan and plans to address those obstacles.

References

1. What is Vision Zero? Vision Zero Network website: visionzeronetwork.org/about/what-is-vision-zero/.
2. 10 leading causes of death, United States, 2020, both sexes, all ages, all races. Centers for Disease Control and Prevention website: wisqars.cdc.gov/data/lcd/home.
3. Institute of Transportation Engineers; Road to Zero Coalition; and RTZ Safe System Working Group. Safe System. Institute of Transportation Engineers website: ite.org/technical-resources/topics/safe-systems/.
4. Ferrier K. Landmark national study urges safety over speed. Vision Zero Network website: visionzeronetwork.org/safety-over-speed. July 25, 2017.
5. Fox J, Shahum L. *Vision Zero Equity Strategies for Practitioners.* Oakland, CA: Vision Zero Network; 2017.
6. *Targeted Fines and Fees Against Communities of Color: Civil Rights and Constitutional Implications.* Washington, DC: US Commission on Civil Rights; 2017.
7. *Investigation of the Ferguson Police Department.* Washington, DC: Civil Rights Division, US Department of Justice; 2015.
8. Bingham S, Calhoun S, Case A, et al. *Paying More for Being Poor: Bias and Disparity in California's Traffic Court System.* San Francisco, CA: Lawyers' Committee for Civil Rights of the San Francisco Bay Area; 2017.

VISION ZERO

Safe Streets for Midland

PROJECT UPDATE & RESOLUTION

April 9th, 2024

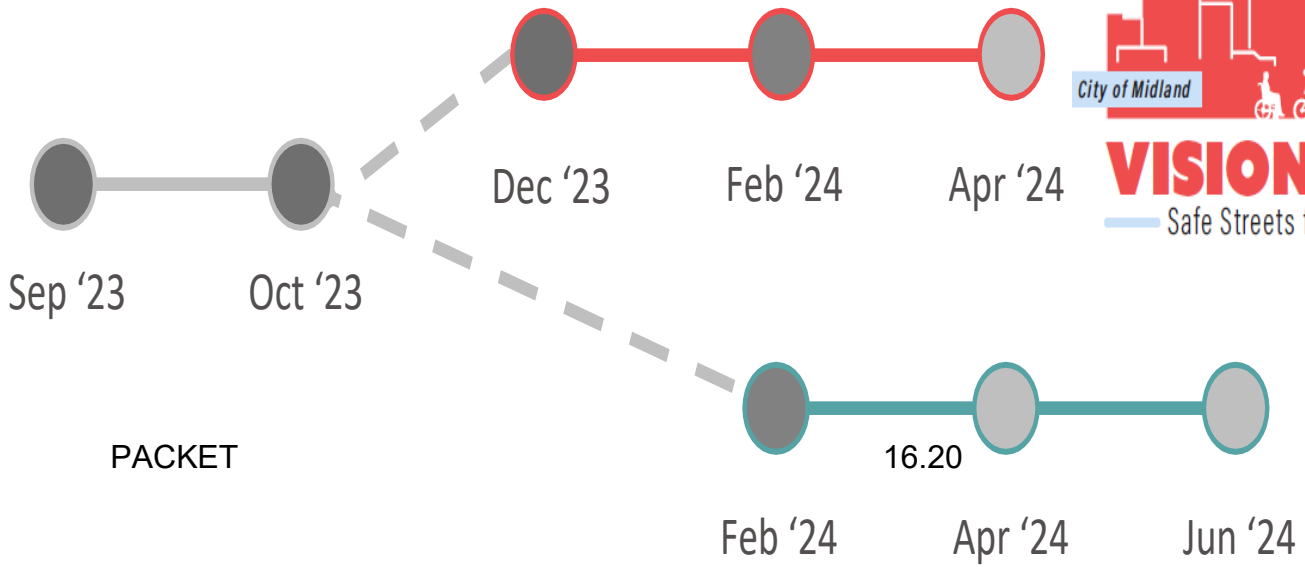
Midland City Hall, Council Chambers (300 N Loraine St)

MIDLAND CSAP OVERVIEW

MISSION STATEMENT

"Eliminating deaths on Midland's roads by BUILDING complete streets, ENGAGING the community, and INNOVATING safer solutions to protect all users."

SCHEDULE

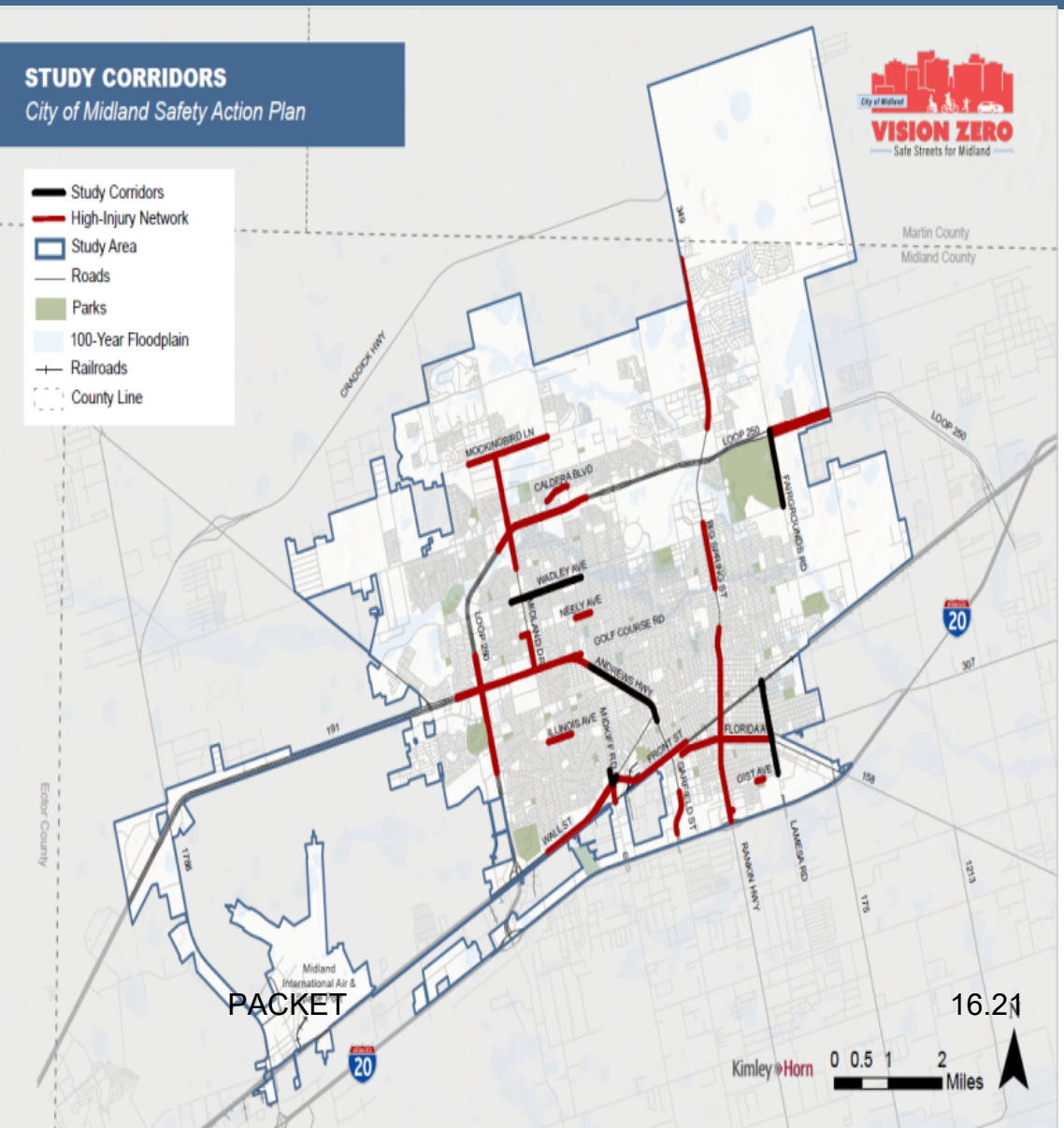


City of Midland VISION ZERO Safe Streets for Midland

Midland County VISION ZERO Safe Streets for Midland

VISION ZERO Safe Streets for Midland

HIGH-INJURY NETWORK & STUDY CORRIDORS



HIN is based on the roads with the most fatal & severe injury crashes, per 100 million vehicle miles traveled.

Study corridors were chosen by Staff, using public input, Task Force input, and equity considerations.

POLICY & PROGRAM RECOMMENDATIONS

- Action Plan is organized by *safety emphasis areas* based on Vision Zero Task Force Meeting 4
  - *Roadway & Lane Departure*
  - *Speed Related*
  - *Intersection Related*
  - *Distracted Driving*
  - *Impaired Driving*
  - *Unrestrained Persons*
  - *Vulnerable Road Users*
  - *Post Crash Care*

VISION ZERO RESOLUTION

1. **ZERO** traffic deaths and serious injuries by **2050.**
   - Required for the SS4A grant
   - Same goal as TxDOT's Road to Zero Campaign

2. Memorializes the Task Force & long-term responsibilities.
   - Oversee the completion of the CSAP within 12 months of the resolution
   - Report progress on Vision Zero goals and Action Plan recommendations within 12 months of finalizing Action Plan, and annually thereafter

VISION ZERO
Safe Streets for Midland

NEXT STEPS

Vote on Resolution - Today

- City Council

Draft Plan Publicly Available – April 2024

Adoption of Plan – May 2024

- City Task Force and City Council

VISION ZERO
Safe Streets for Midland

City Council Meeting

Item Number: 17

Meeting Date: April 9, 2024

To: City Council / City Manager

From: John Simmons, Manager, Right-of-Way

Subject: **RESOLUTION AUTHORIZING THE CITY MANAGER, DEPUTY CITY MANAGER, OR AN ASSISTANT CITY MANAGER TO EXECUTE ALL AGREEMENTS AND DOCUMENTS AND TAKE ALL ACTIONS NECESSARY TO CONVEY TO THE STATE OF TEXAS A 0.2869-ACRE TRACT OF LAND OUT OF SECTION 22, A 0.5845-ACRE TRACT OF LAND OUT OF SECTION 27, AND A 0.2680-ACRE TRACT OF LAND OUT OF SECTION 35, ALL OUT OF BLOCK 40, T-1-S, T&P RR CO. SURVEY, MIDLAND COUNTY, TEXAS; SAID CONVEYANCE BEING AUTHORIZED BY SECTION 203.055 OF THE TEXAS TRANSPORTATION CODE AND BEING FOR THE PURPOSE OF CONSTRUCTING AND MAINTAINING PUBLIC IMPROVEMENTS ALONG STATE HIGHWAY 158 AT OR ABOUT THE INTERSECTION WITH COUNTY ROAD 60 (DISTRICT 4) (UTILITIES) (STRENGTHEN AND SUSTAIN OUR INFRASTRUCTURE)**

Purpose:

This Deed will transfer as per the agreement, portions of three City of Midland Right of Way parcels acquired and described in Deeds recorded in the Official Public Records as instrument numbers 2020-35820, 2018-33281, and 2019-21299 totaling 49,633 square feet of land to the Texas Department of Transportation (TxDOT), for construction, relocation, replacement, repair, improvement, operation and maintenance of the road in relation to a portion of Highway 158 and Briarwood Ave. The Deed accurately describes Portions as Exhibits A, B, and C.

Recommended City Council Action:

Approve

Fiscal Impact:

No Fiscal Impact, previously acquired Right of Way as per resolution 2017-202

Strategic Priority:

(Strengthen and Sustain our Infrastructure)

Discussion:

Resolution 2017-202 effective January 24, 2017, authorized the City Manager to begin to acquire property for Briarwood Avenue and Highway 158 intersection. These parcels were acquired and recorded as Instrument Numbers 2020-35820, 2018-33281 and 2019-21299.

City Manager's Office

RESOLUTION NO. _____

RESOLUTION AUTHORIZING THE CITY MANAGER, DEPUTY CITY MANAGER, OR AN ASSISTANT CITY MANAGER TO EXECUTE ALL AGREEMENTS AND DOCUMENTS AND TAKE ALL ACTIONS NECESSARY TO CONVEY TO THE STATE OF TEXAS A 0.2869-ACRE TRACT OF LAND OUT OF SECTION 22, A 0.5845-ACRE TRACT OF LAND OUT OF SECTION 27, AND A 0.2680-ACRE TRACT OF LAND OUT OF SECTION 35, ALL OUT OF BLOCK 40, T-1-S, T&P RR CO. SURVEY, MIDLAND COUNTY, TEXAS; SAID CONVEYANCE BEING AUTHORIZED BY SECTION 203.055 OF THE TEXAS TRANSPORTATION CODE AND BEING FOR THE PURPOSE OF CONSTRUCTING AND MAINTAINING PUBLIC IMPROVEMENTS ALONG STATE HIGHWAY 158 AT OR ABOUT THE INTERSECTION WITH COUNTY ROAD 60

WHEREAS, the City of Midland owns a 0.2869-acre tract of land out of Section 22, a 0.5845-acre tract of land out of Section 27, and a 0.2680-acre tract of land out of Section 35, all out of Block 40, T-1-S, T&P RR Co. Survey, Midland County, Texas (the "Land"), said Land being more fully described in Exhibits "A", "B", and "C" which are attached hereto and incorporated herein for all purposes; and

WHEREAS, the State of Texas, acting by and through the Texas Transportation Commission (the "State"), has notified the City that the Land is needed for proposed improvements to State Highway 158; and

WHEREAS, Section 203.055 of the Texas Transportation Code authorizes the City, without advertisement, to convey title to or rights or easements in real property that the State needs for highway purposes; and

WHEREAS, the Council finds it to be in the public interest to convey the Land to the State;

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

THAT the City Manager, Deputy City Manager, or an Assistant City Manager is hereby authorized and directed to execute all agreements and documents and take all actions

necessary to convey the Land to the State.

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., 2024, by the following vote:

Council members voting "AYE":

Council members voting "NAY":

_____

Lori Merritt Blong, Mayor

ATTEST:

_____

Marcia Bentley-German, City Secretary

RECOMMENDED AND APPROVED:

_____

Tommy Gonzalez, City Manager

APPROVED AS TO CONTENT AND COMPLETENESS:

_____

Kerry Koehler, Director of Capital Improvement Projects

APPROVED ONLY AS TO FORM:

_____

John Ohnemiller, City Attorney

S:₩Resolutions₩Engineering₩2024₩Authorize Conveyance to State for SH 158 pt 2.wpd

EXHIBIT A

County: Midland
Highway: State Highway No. 158 (SH 158)
Limits: AT County Road No. 60
CCSJ: 0463-02-079

PROPERTY DESCRIPTION FOR PARCEL 1

BEING a 12,499 square feet (0.2869 acre) tract of land situated in Section 22, Block 40, Township 1-S, T&P RR Co. Survey, Abstract No. 378, Midland County, Texas, being part of a called 0.4118 acre tract of land as described in Warranty Deed to City of Midland recorded in Instrument Number 2020-35820, Official Public Records, Midland County, Texas, and being more particularly described as follows:

BEGINNING at a 5/8-inch iron rod with cap stamped "KHA" set being the north corner of a called 3.56 acre tract of land as described in Special Warranty Deed to Covington Brothers Properties, LLC (NAD83 grid coordinates N:10701839.17, E:1713904.42), 75 feet right of Engineer's SH 158 Baseline Station (EBS) 1023+15.01 on the proposed southwest right-of-way line of SH 158; from said point a 1/2-inch iron rod found in the northeast right-of-way line of State Highway No. 158 (120-foot wide right-of-way), and being the south corner of Lot 13, Block 1, Pecan Acres Addition, an addition to the City of Midland, Texas according to the plat recorded in Volume C, Page 143 of the Plat Records of Midland County, Texas bears North 75°44'39" East, a distance of 190.39 feet; and from said point a 1/2-inch iron rod with cap stamped "RPLS 4263" found for the southwest corner of said Lot 13, Block 1 bears North 14°13'18" West, a distance of 191.36 feet;

THENCE North 14°13'18" West, along the west line of the said City of Midland tract, a distance of 21.26 feet to a point for corner in the southwest right-of-way line of said State Highway No. 158, 60 feet right of EBS 1022+99.94;

THENCE South 59°05'49" East, along the said southwest right-of-way line, a distance of 848.13 feet to a point for corner at the intersection of the said southwest right-of-way line of State Highway No. 158 and the northwest right-of-way line of County Road No. 60 (a variable width right-of-way), 60 feet right of EBS 1031+48.07;

THENCE South 75°21'10" West, along the said northwest right-of-way line of County Road No. 60, a distance of 21.01 feet to a point for corner, 21.63 feet left of EBS 120+94.18;

THENCE North 59°05'49" West, a distance of 818.35 feet to the **POINT OF BEGINNING** and containing 12,499 square feet or 0.2869 acres of land.

NOTES:

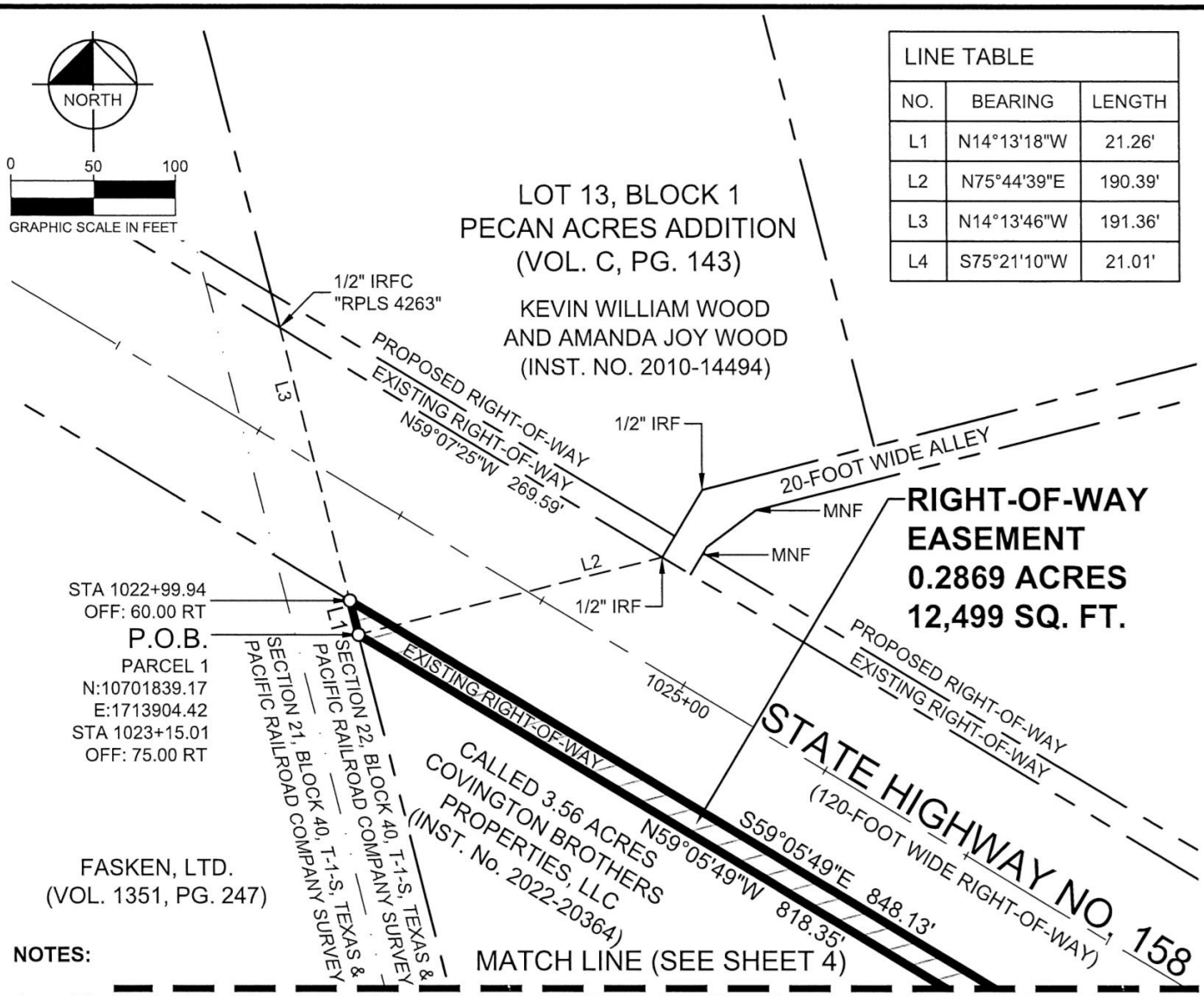
1. The basis of bearings is based on grid north of the Texas Coordinate System of 1983, Central Zone (4203), North American Datum of 1983 (2011). All distances are in U.S. Survey feet.

2. All corners of easement to be acquired are a 5/8" iron rod with cap stamped "KHA" set, unless otherwise noted.
3. The grid coordinates shown are based upon the Texas Coordinate System of 1983, North Central Zone, North American Datum of 1983 on grid coordinate values, no scale, and no projection.
4. A survey plat of even survey date herewith accompanies this metes & bounds description.
5. The undersigned, Registered Professional Land Surveyor, hereby certifies that the foregoing description accurately sets out the metes and bounds of the easement tract described.

5/31/23

Michael C. Billingsley
Registered Professional Land Surveyor No. 6558
Kimley-Horn and Associates, Inc.
801 Cherry Street, Unit 11, Suite 1300
Fort Worth, Texas 76102
Ph. 817-335-6511
michael.billingsley@kimley-horn.com





LINE TABLE		
NO.	BEARING	LENGTH
L1	N14°13'18"W	21.26'
L2	N75°44'39"E	190.39'
L3	N14°13'46"W	191.36'
L4	S75°21'10"W	21.01'

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5/31/23

MICHAEL C. BILLINGSLEY
REGISTERED PROFESSIONAL
LAND SURVEYOR NO. 6558
801 CHERRY STREET,
UNIT 11 SUITE 1300
FORT WORTH, TEXAS 76102
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michael.billingsley@kimley-horn.com

STATE OF TEXAS
REGISTERED
MICHAEL CLEO BILLINGSLEY
6558
PROFESSIONAL
LAND SURVEYOR

LEGEND

P.O.B. = POINT OF BEGINNING
IRSC = 5/8" IRON ROD W/ "KHA" CAP SET
IRFC = IRON ROD W/CAP FOUND
ADF = ALUMINUM DISK FOUND

RIGHT-OF-WAY EASEMENT
SECTION 22, BLOCK 40, TOWNSHIP 1-S,
TEXAS & PACIFIC RAILROAD CO. SURVEY,
ABSTRACT NO. 378
MIDLAND COUNTY, TEXAS

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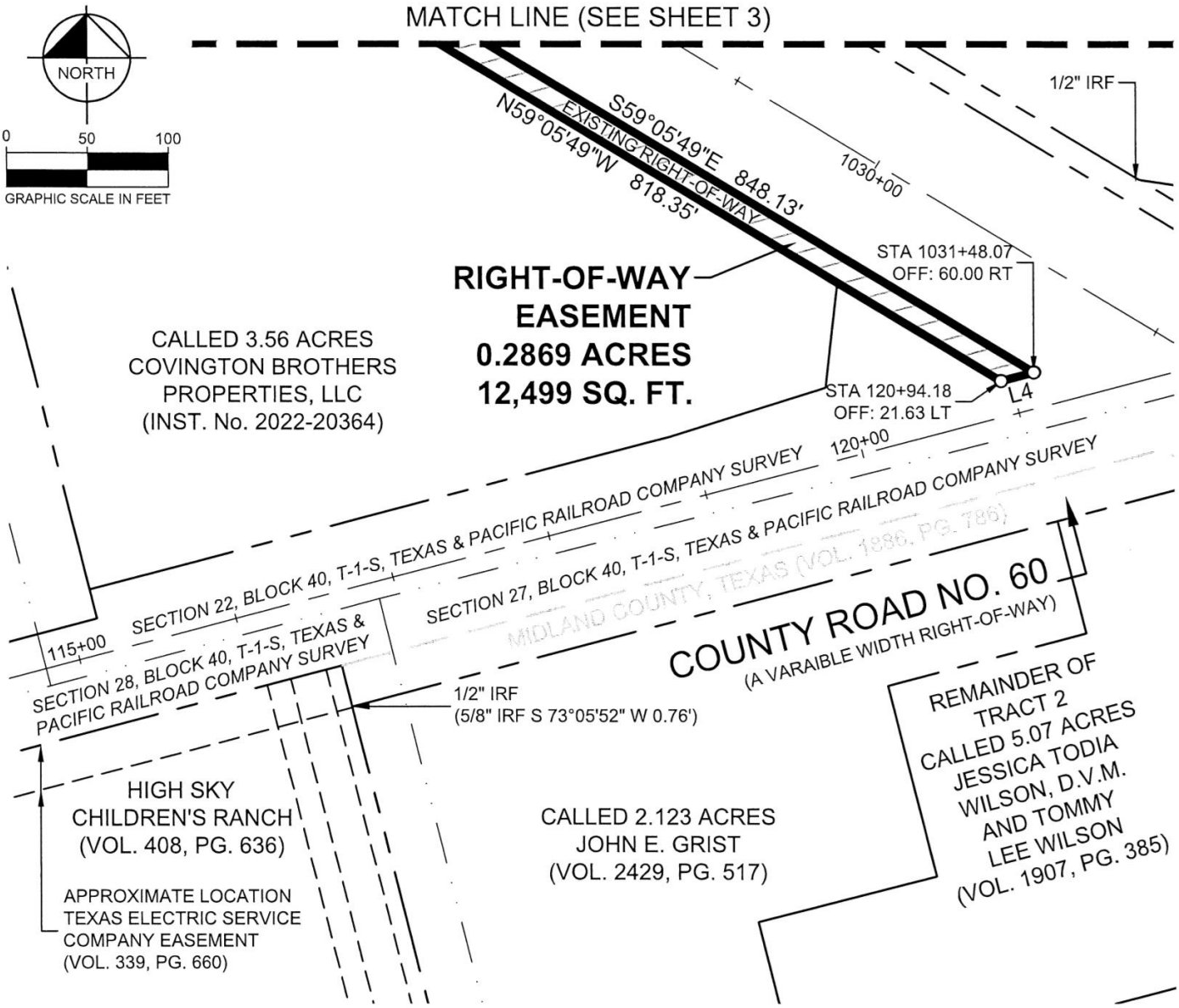
Texas Department of Transportation

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Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
1" = 100'	JBH	MCB	6/16/2022	096942021	3 OF 5

RUSSELL, STAN C 5/31/2023 3:17 PM \\KIMLEY-HORN\TX_FTW\FTW_SURVEY\096942021-MDC TO 1 2 WADLEY AND BRIARWOOD\DWG\TXDOT RIGHT-OF-WAY DEDICATIONS\096942021-MDC TO 1 2 WADLEY AND BRIARWOOD_TXDOT_PARCEL 1.DWG

PARCEL TABLE					
PARCEL NO.	ACRES	SQ. FT.	GROSS AREA	NET ACRES	OWNERSHIP INFORMATION
1	0.2869	12,499	4.1583	3.8714	DEVELOPMENTAL DISABILITIES CENTER



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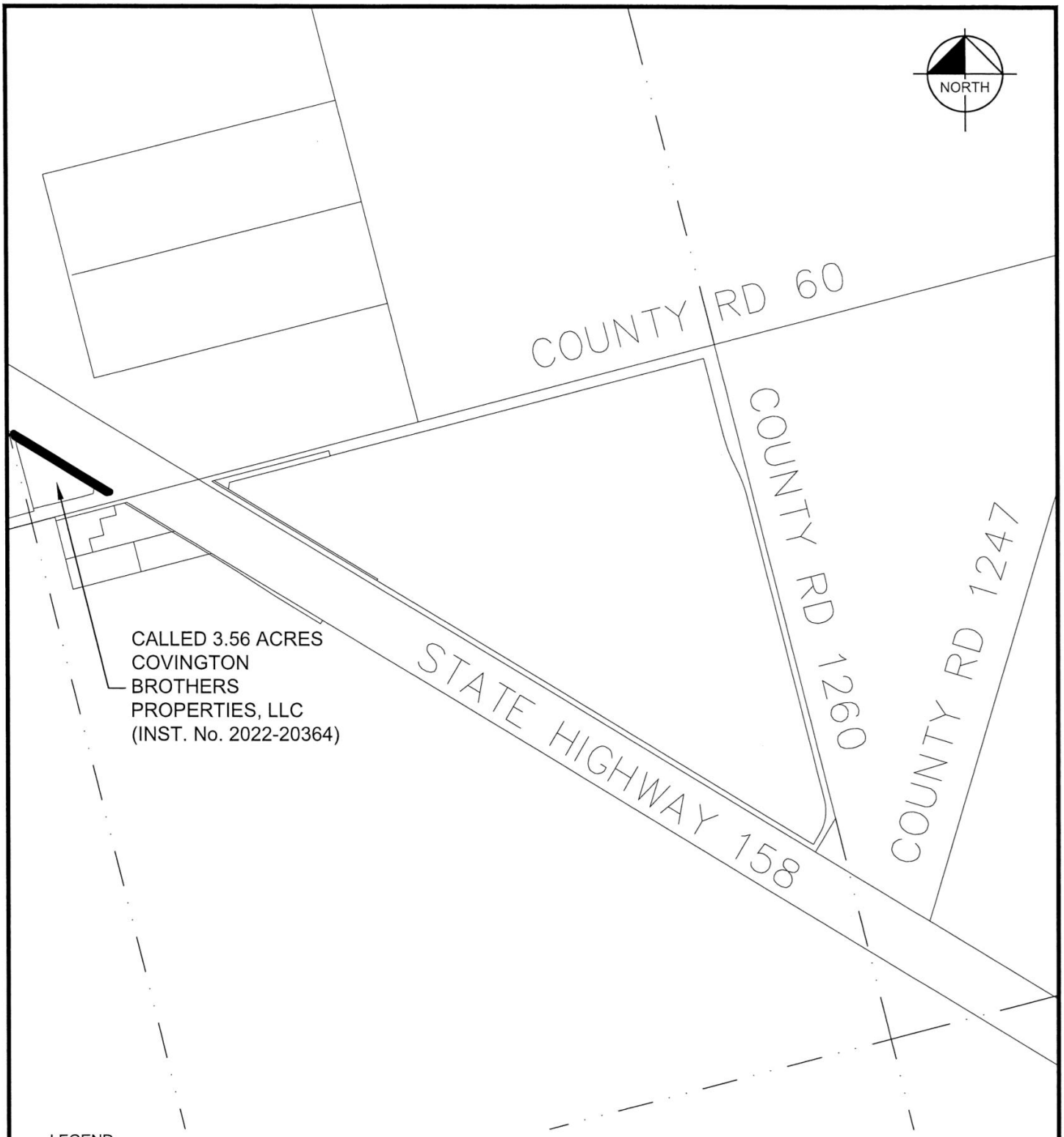
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EXHIBIT B

County: Midland
Highway: State Highway No. 158 (SH 158)
Limits: AT County Road No. 60
CCSJ: 0463-02-079

PROPERTY DESCRIPTION FOR PARCEL 4

BEING a 25,462 square feet (0.5845 acre) tract of land situated in Section 27, Block 40, Township 1-S, T&P RR Co. Survey, Abstract No. 378, Midland County, Texas, being part of called 605.344 acre tract of land described as "TRACT TEN" in the Warranty Deed to Cumberland and Western Resources, LLC recorded in Instrument No. 2008-26873, Real Property Records, Midland County, Texas, and being more particularly described as follows:

BEGINNING at a 5/8-inch iron rod with cap stamped "KHA" cap set in the southeast right-of-way line of Briarwood Avenue – County Road No. 60 (a variable width right-of-way) (NAD83 grid coordinates N:10701449.57, E:1714847.38), 75 feet left of Engineer's SH 158 Baseline Station (EBS) 1033+24.20 on the proposed northeast right-of-way line of SH 158; from said point a 1/2-inch iron rod with cap stamped "PLS 1974" found for the southwest corner of a called 4.29 acre tract of land described in Special Warranty Deed to City of Midland, Texas recorded in Instrument No. 2018-33281 of said Real Property Records bears North 78°00'37" East, a distance of 1054.09 feet;

THENCE departing the said southeast right-of-way line of Briarwood Avenue, South 59°05'49" East, a distance of 1690.13 feet to a 5/8-inch iron rod with cap stamped "KHA" cap set for corner, 90 feet left of EBS 1050+14.55;

THENCE South 30°54'11" West, a distance of 15.00 feet to a point for corner in the northeast right-of-way line of State Highway No. 158 (120-foot wide right-of-way), 75 feet left of EBS 1050+14.55;

THENCE North 59°05'49" West, along the said northeast right-of-way line, a distance of 1704.85 feet a point at the intersection of the said northeast right-of-way line of State Highway No. 158 and the said southeast right-of-way line of Briarwood Avenue, 60 feet left of EBS 1033+09.48; from said point an aluminum disk found bears South 58°54'08" East, a distance of 41.99 feet, and a 1-inch iron pipe found for the east corner of said Section 27 bears South 55°28'39" East, a distance of 7017.78 feet;

THENCE North 75°21'42" East, along the said southeast right-of-way line of Briarwood Avenue, a distance of 21.02 feet to the **POINT OF BEGINNING** and containing 0.5845 acres or 25,462 square feet of land.

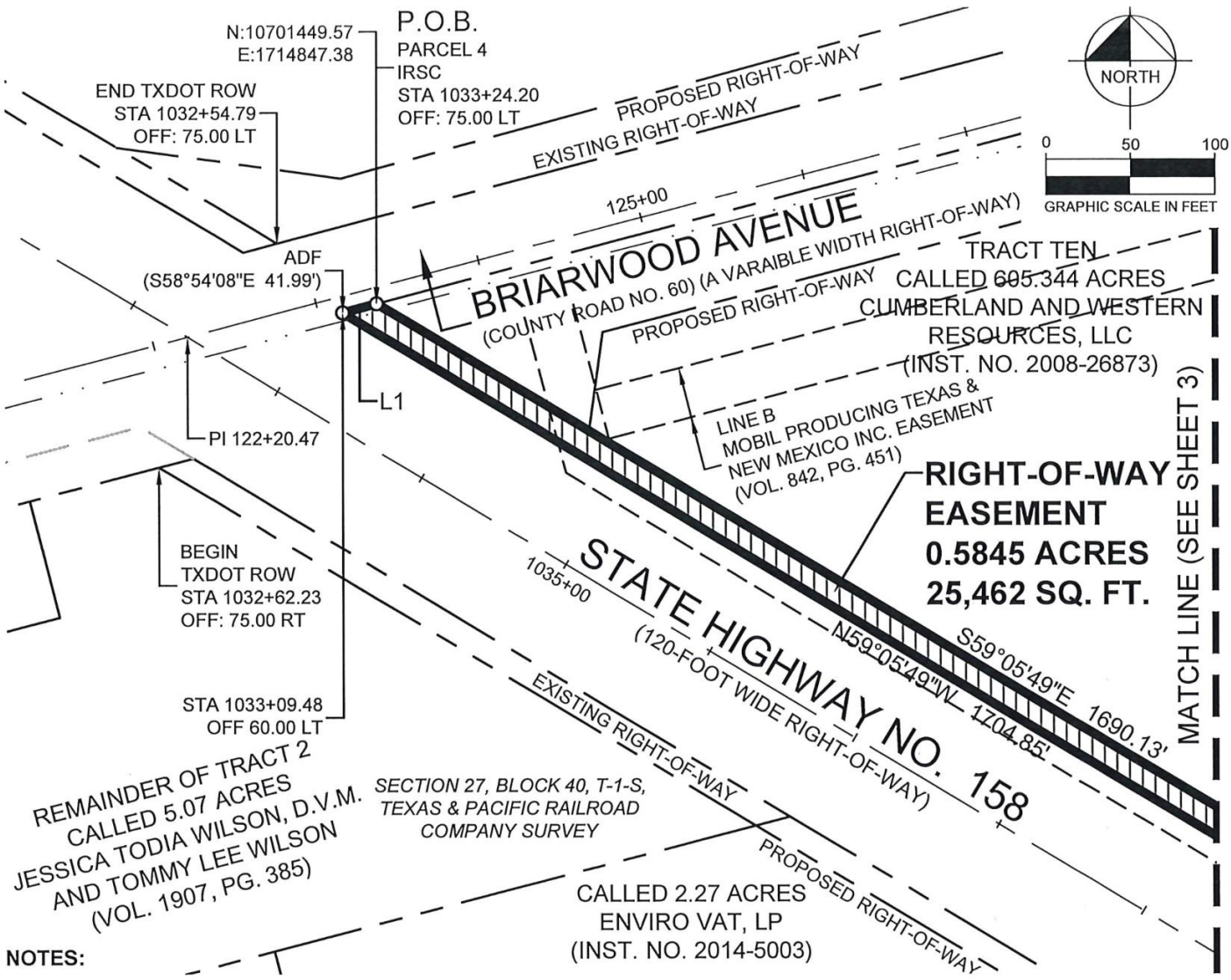
NOTES:

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8/23/22

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RIGHT-OF-WAY EASEMENT
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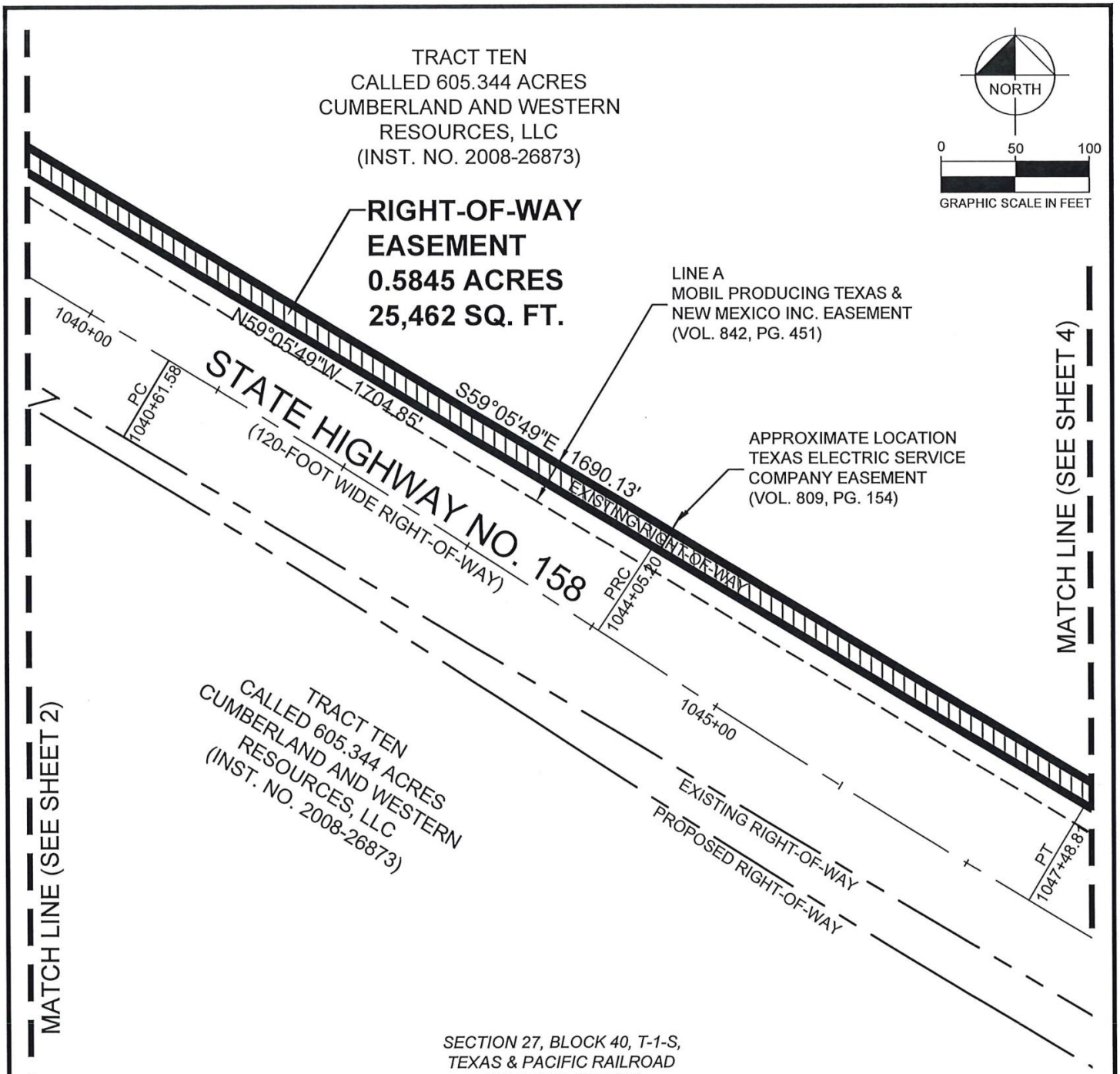
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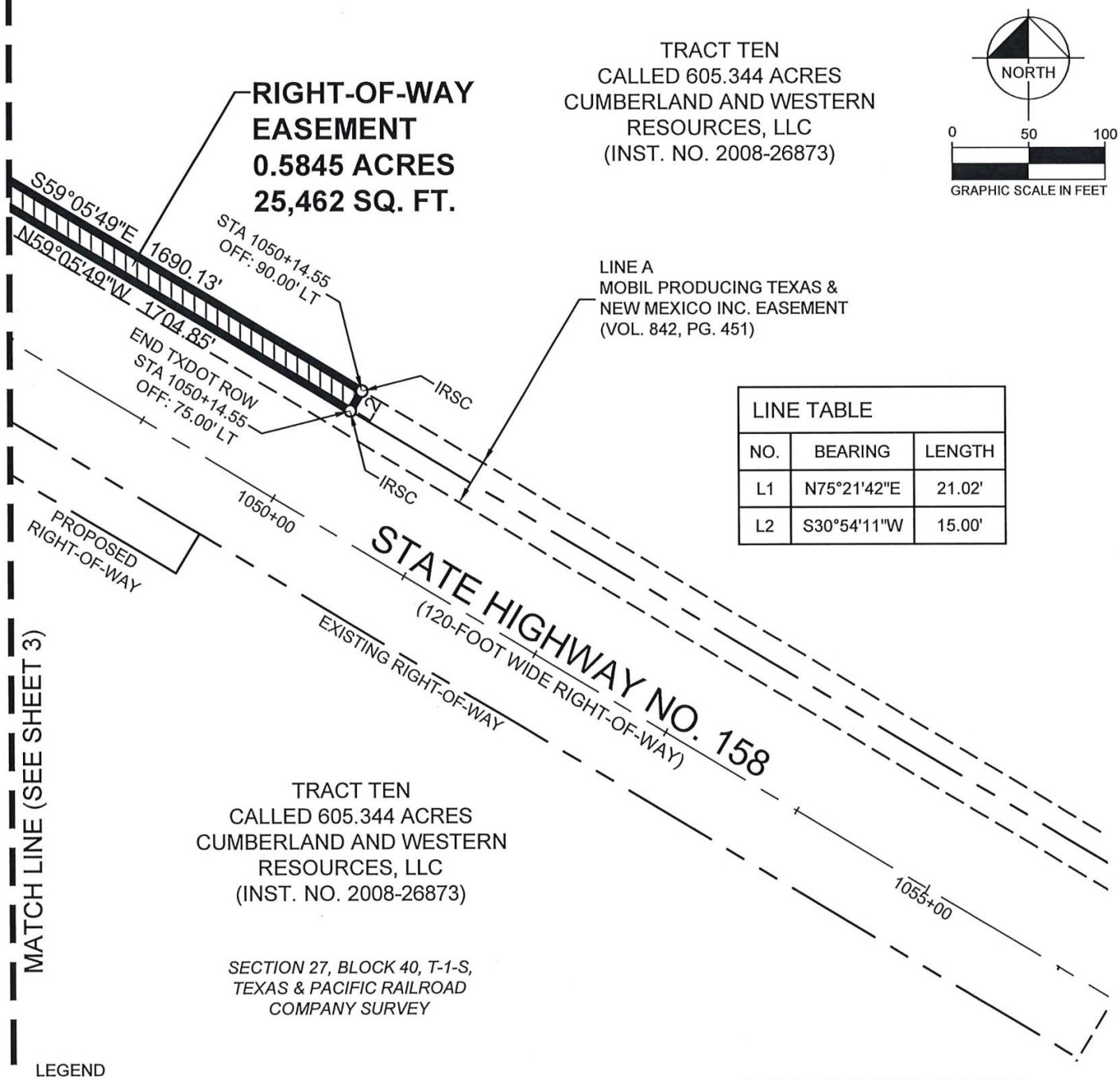
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1" = 100'	JBH	MCB	12/2021	096942021	4 OF 6

HOPPER, BRADIN 8/23/2022 11:13 AM K:\FTW_SURVEY\096942021-MDC TO 1 2 WADLEY AND BRIARWOOD\DWG\TXDOT RIGHT-OF-WAY DEDICATIONS\096942021-MDC TO 1 2 WADLEY AND BRIARWOOD_TXDOT_PARCEL 4.DWG

PARCEL TABLE					
PARCEL NO.	ACRES	SQ. FT.	GROSS AREA	NET ACRES	OWNERSHIP INFORMATION
4	0.5845	25,462	605.3440	604.0041	CUMBERLAND AND WESTERN RESOURCES, LLC



LINE TABLE		
NO.	BEARING	LENGTH
L1	N75°21'42"E	21.02'
L2	S30°54'11"W	15.00'

LEGEND

P.O.B. = POINT OF BEGINNING
IRSC = 5/8" IRON ROD W/ "KHA" CAP SET
IRFC = IRON ROD W/CAP FOUND
ADF = ALUMINUM DISK FOUND

RIGHT-OF-WAY EASEMENT
SECTION 27, BLOCK 40, TOWNSHIP 1-S,
TEXAS & PACIFIC RAILROAD CO. SURVEY,
ABSTRACT NO. 378
MIDLAND COUNTY, TEXAS

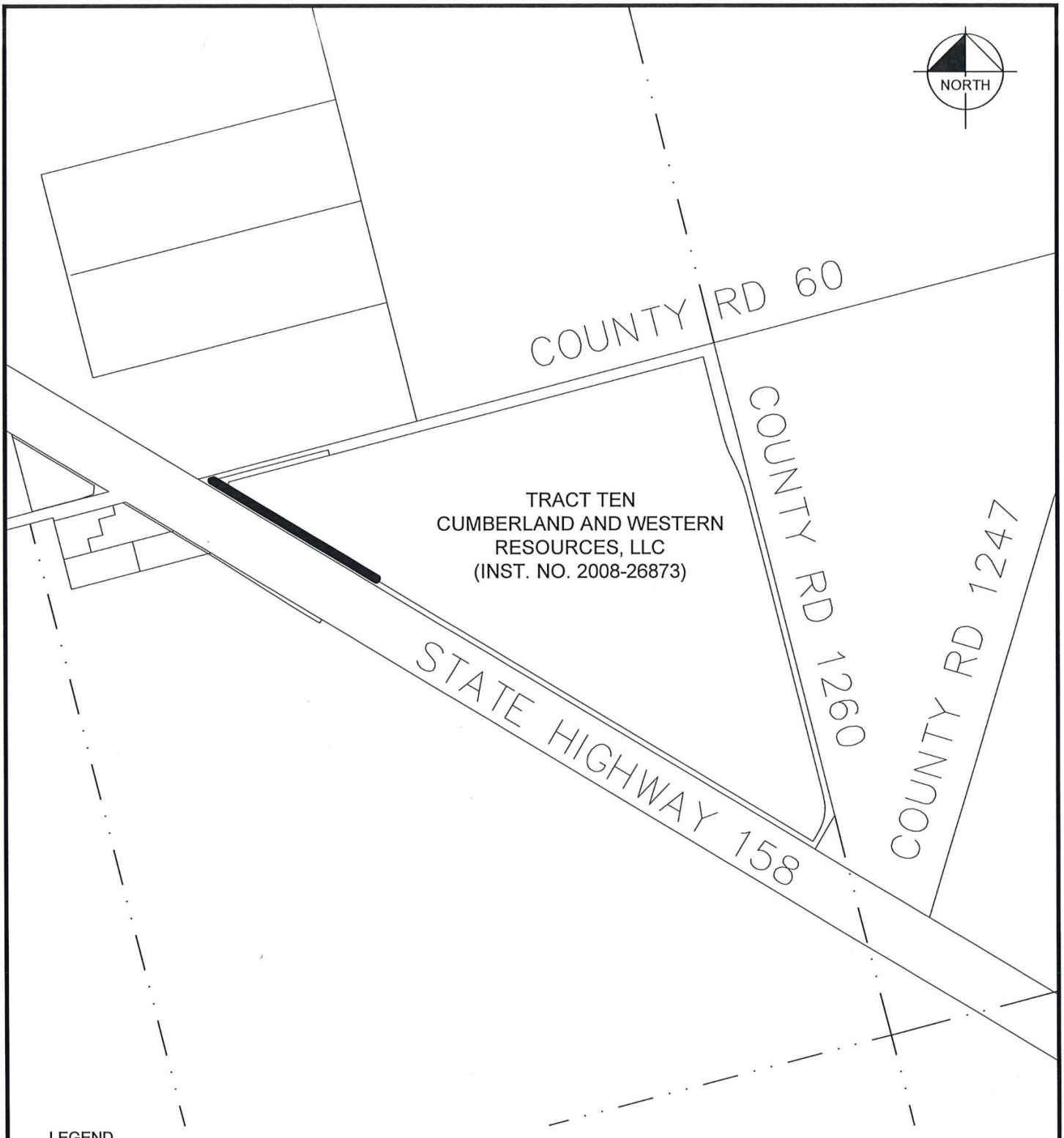
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Texas Department of Transportation

Kimley»Horn
801 Cherry Street, Unit 11, # 1300
Fort Worth, Texas 76102 FIRM # 10194040
Tel. No. (817) 335-6511
www.kimley-horn.com

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
1" = 100'	JBH	MCB	12/27/2023	096942021	5 OF 6

HOPPER, BRADIN 8/23/2022 11:14 AM K:\FTW_SURVEY\096942021-MDC TO 1 2 WADLEY AND BRIARWOOD\DWG\TXDOT RIGHT-OF-WAY DEDICATIONS\096942021-MDC TO 1 2 WADLEY AND BRIARWOOD_TXDOT_PARCEL 4.DWG



LEGEND

P.O.B. = POINT OF BEGINNING
IRSC = 5/8" IRON ROD W/ "KHA" CAP SET
IRFC = IRON ROD W/CAP FOUND
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RIGHT-OF-WAY EASEMENT
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Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
1" = ###'	JBH	MCB	8/23/2022	096942021	6 OF 6

HOPPER, BRADIN 8/23/2022 11:14 AM K:\FTW_SURVEY\096942021-MDC TO 1 2 WADLEY AND BRIARWOOD\DWG\TXDOT RIGHT-OF-WAY DEDICATIONS\096942021-MDC TO 1 2 WADLEY AND BRIARWOOD_TXDOT_PARCEL 4.DWG

EXHIBIT C

County: Midland
Highway: State Highway No. 158 (SH 158)
Limits: AT County Road No. 60
CCSJ: 0463-02-079

PROPERTY DESCRIPTION FOR PARCEL 8

BEING a 0.2680 acre (11,672 square foot) tract of land situated in Section 35, Block 40, Township 1-S, Texas & Pacific Railroad Company Survey, Abstract No. 378, Midland County, Texas, being part of a called 1.0109 acre tract of land described in Warranty Deed to City of Midland, Texas recorded in Instrument No. 2019-21299 of the Official Public Records of Midland County, Texas, and more particularly described as follows:

BEGINNING at a 5/8-inch iron rod with cap stamped "KHA" set at the intersection of the northwest right-of-way line of Briarwood Avenue – County Road No. 60 (a variable width right-of-way) and the proposed northeast right-of-way line of State Highway No. 158 (150-foot wide right-of-way) (NAD83 grid coordinates N:10701485.22, E:1714787.82), 75.00 feet left of Engineer's SH 158 Baseline Station (EBS) 1032+54.79 on the proposed northwest right-of-way line of SH 158;

THENCE along the said northwest right-of-way line of Briarwood Avenue, South 75°21'44" West, a distance of 21.02 feet to a point at the intersection of the said northwest right-of-way line of Briarwood Avenue and the northeast right-of-way line of State Highway No. 158 (120-foot wide right-of-way), 60.00 feet left of EBS 1032+40.07;

THENCE along the said northeast right-of-way line of State Highway No. 158, North 59°05'49" West, a distance of 770.81 feet to a point for corner at the intersection of the said northeast right-of-way line of State Highway No. 158 and a 20-foot wide alley, 60.00 feet left of EBS 1024+69.26;

THENCE along the said 20-foot wide alley, North 30°55'14" East, a distance of 15.00 feet to a 5/8-inch iron rod with cap stamped "KHA" set for corner, 75.00 feet left of EBS 1024+69.26; from said point a mag nail found bear South 37°32'10" West, a distance of 1.21 feet;

THENCE departing the said 20-foot wide alley and along the said proposed right-of-way line of State Highway No. 158, South 59°05'49" East, a distance of 785.52 feet to the **POINT OF BEGINNING** and containing 11,672 square feet or 0.2680 acres of land.

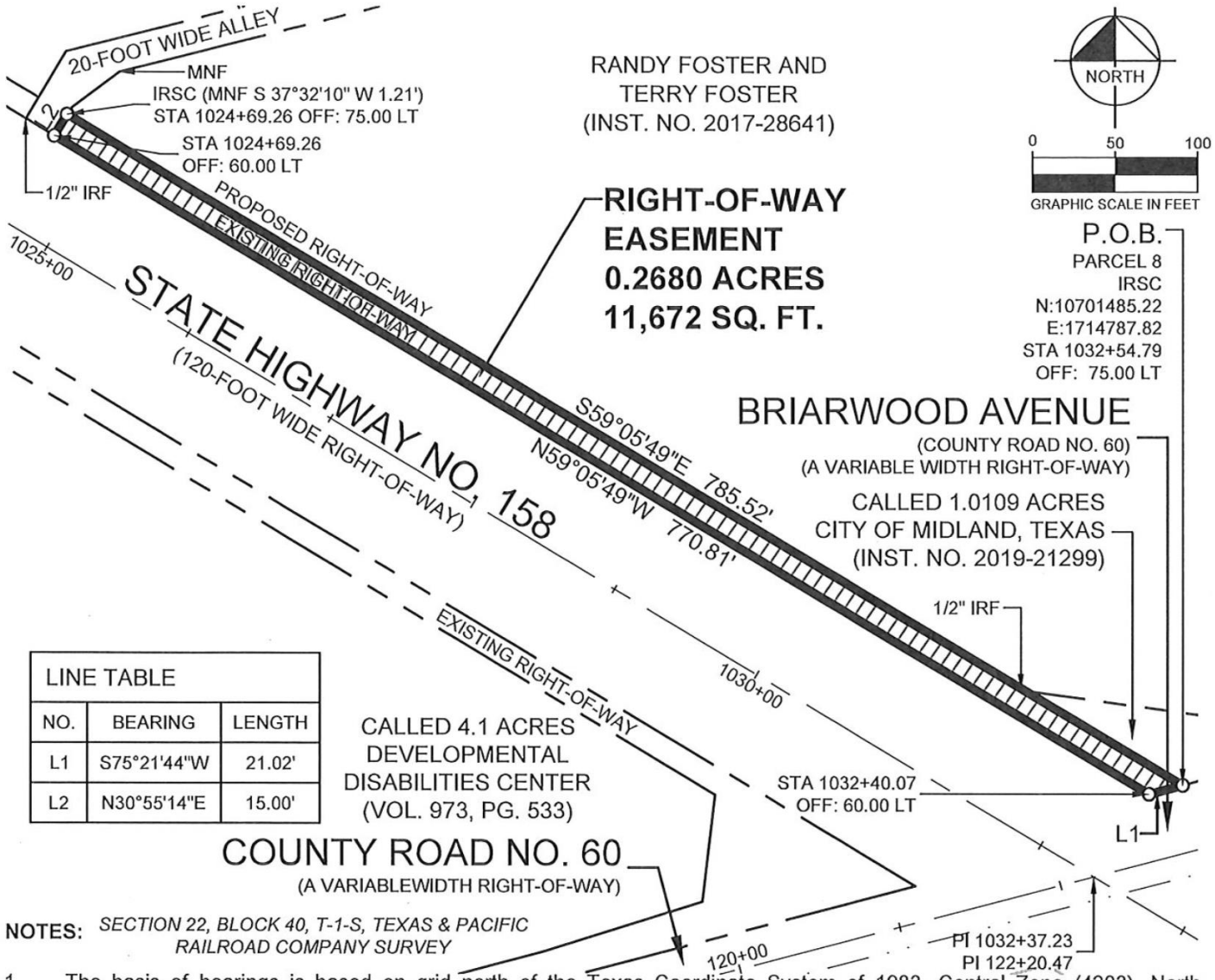
NOTES:

The basis of bearings is based on grid north of the Texas Coordinate System of 1983, Central Zone (4203), North American Datum of 1983 (2011). All distances are in U.S. Survey feet.
All corners of easement to be acquired are a 5/8" iron rod with cap stamped "KHA" set, unless otherwise noted.
The grid coordinates shown are based upon the Texas Coordinate System of 1983, North Central Zone, North American Datum of 1983 on grid coordinate values, no scale, and no projection.
A survey plat of even survey date herewith accompanies this metes & bounds description.
The undersigned, Registered Professional Land Surveyor, hereby certifies that the foregoing description accurately sets out the metes and bounds of the easement tract described.

5/2/23

Michael C. Billingsley
Registered Professional Land Surveyor No. 6558
Kimley-Horn and Associates, Inc.
801 Cherry Street, Unit 11, Suite 1300
Fort Worth, Texas 76102
Ph. 817-335-6511
michael.billingsley@kimley-horn.com





LINE TABLE		
NO.	BEARING	LENGTH
L1	S75°21'44"W	21.02'
L2	N30°55'14"E	15.00'

NOTES: *SECTION 22, BLOCK 40, T-1-S, TEXAS & PACIFIC RAILROAD COMPANY SURVEY*

1. The basis of bearings is based on grid north of the Texas Coordinate System of 1983, Central Zone (4203), North American Datum of 1983 (2011). All distances are in U.S. Survey feet.
2. All corners of easement to be acquired are a 5/8" iron rod with cap stamped "KHA" set, unless otherwise noted.
3. The grid coordinates shown are based upon the Texas Coordinate System of 1983, North Central Zone, North American Datum of 1983 on grid coordinate values, no scale, and no projection.
4. A metes and bounds description of even survey date herewith accompanies this survey plat.
5. The undersigned, Registered Professional Land Surveyor, hereby certifies that this survey plat accurately sets out the metes and bounds of the easement tract.

5/2/23

MICHAEL C. BILLINGSLEY
REGISTERED PROFESSIONAL
LAND SURVEYOR NO. 6558
801 CHERRY STREET,
UNIT 11 SUITE 1300
FORT WORTH, TEXAS 76102
PH. 817-335-6511
michael.billingsley@kimley-horn.com

STATE OF TEXAS
REGISTERED
MICHAEL CLEO BILLINGSLEY
6558
PROFESSIONAL
LAND SURVEYOR

LEGEND

P.O.B. = POINT OF BEGINNING
IRSC = 5/8" IRON ROD W/ "KHA" CAP SET
IRFC = IRON ROD W/CAP FOUND
ADF = ALUMINUM DISK FOUND

RIGHT-OF-WAY EASEMENT
SECTION 22, BLOCK 40, TOWNSHIP 1-S,
TEXAS & PACIFIC RAILROAD CO. SURVEY,
ABSTRACT NO. 378
MIDLAND COUNTY, TEXAS

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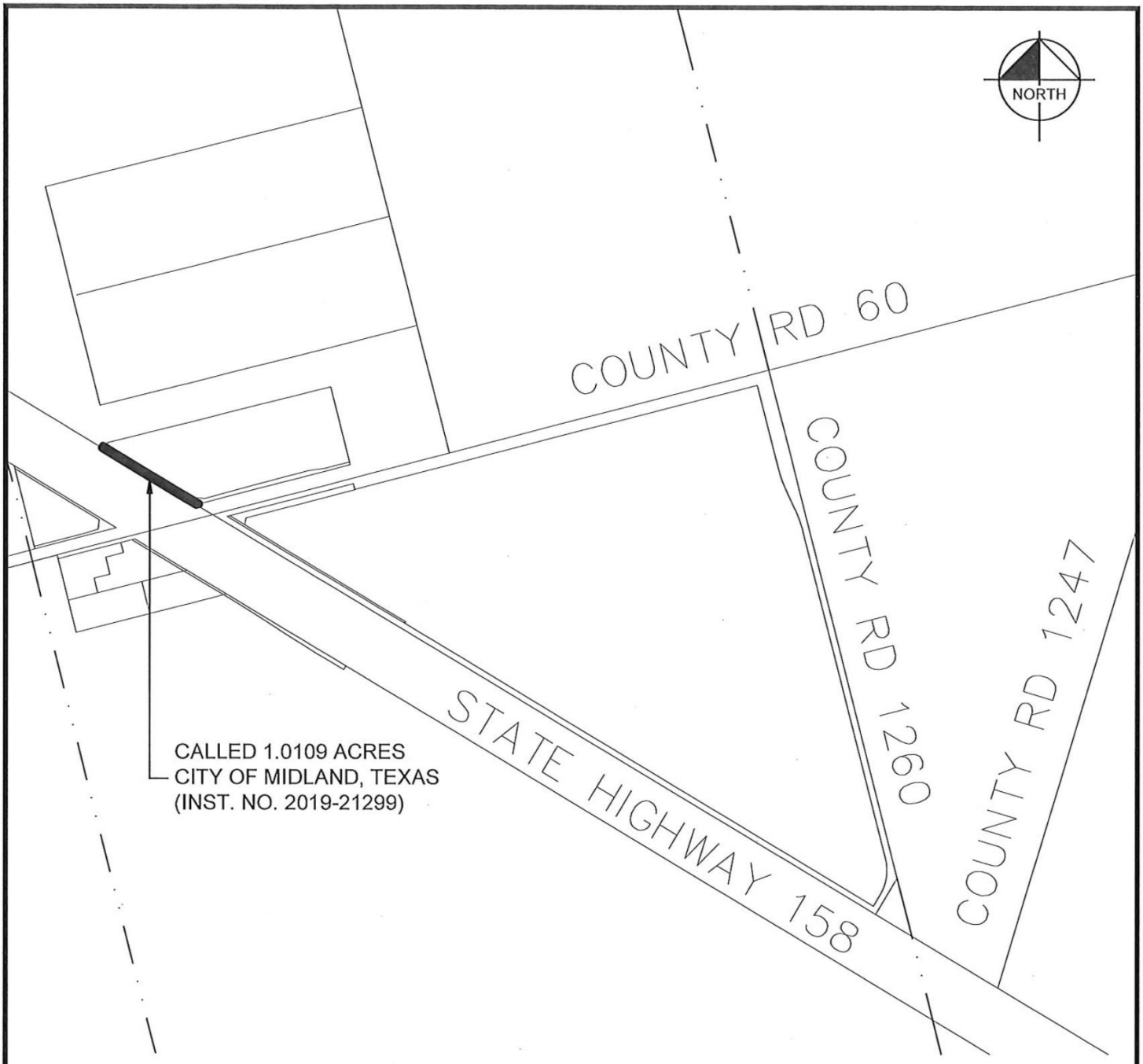
Texas Department of Transportation

Kimley»Horn

801 Cherry Street, Unit 11, # 1300
Fort Worth, Texas 76102 FIRM # 10194040
Tel. No. (817) 335-6511
www.kimley-horn.com

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
1" = 100'	JBH	MCB	April 2024	096942021	3 OF 4

BILLINGSLEY, MICHAEL 5/2/2023 10:08 AM \\KIMLEY-HORN\TX_FTW\FTW_SURVEY\096942021-MDC TO 1 2 WADLEY AND BRIARWOOD\DWG\TXDOT RIGHT-OF-WAY DEDICATIONS\096942021-MDC TO 1 2 WADLEY AND BRIARWOOD_TXDOT_PARCEL 8.DWG



PARCEL TABLE					
PARCEL NO.	ACRES	SQ. FT.	GROSS AREA	NET ACRES	OWNERSHIP INFORMATION
8	0.2680	11,672	1.0109	0.7429	CITY OF MIDLAND, TEXAS

LEGEND

P.O.B. = POINT OF BEGINNING
IRSC = 5/8" IRON ROD W/ "KHA" CAP SET
IRFC = IRON ROD W/CAP FOUND
ADF = ALUMINUM DISK FOUND

RIGHT-OF-WAY EASEMENT
SECTION 22, BLOCK 40, TOWNSHIP 1-S,
TEXAS & PACIFIC RAILROAD CO. SURVEY,
ABSTRACT NO. 378
MIDLAND COUNTY, TEXAS

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Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
N/A	JBH	MCB	5/2/2023	096942021	4 OF 4

BILLINGSLEY, MICHAEL 5/2/2023 10:08 AM \\KIMLEY-HORN\TX_FTW\FTW_SURVEY\096942021-MDC TO 1 2 WADLEY AND BRIARWOOD\DWG\TXDOT RIGHT-OF-WAY DEDICATIONS\096942021-MDC TO 1 2 WADLEY AND BRIARWOOD_TXDOT_PARCEL 8.DWG

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.

DEED

TxDOT ROW CSJ: 0463-02-092

TxDOT Parcel ID: P00076626, P00076629, P00076631

Grantor(s), whether one or more:
City of Midland

Grantor's Mailing Address (including county):
300 N Loraine St.
Midland, Midland County, Texas 79701

Grantee:

The State of Texas, acting by and through the Texas Transportation Commission

Grantee's Authority:

The Texas Transportation Commission is authorized under the Texas Transportation Code to purchase land and such other property rights (including requesting that counties and municipalities acquire highway right of way) deemed necessary or convenient to a state highway or turnpike project to be constructed, reconstructed, maintained, widened, straightened, or extended, or to accomplish any purpose related to the location, construction, improvement, maintenance, beautification, preservation, or operation of a state highway or turnpike project.

The Texas Transportation Commission is also authorized under the Texas Transportation Code, Chapter 203 to acquire or request to be acquired such other property rights deemed necessary or convenient for the purposes of operating a state highway or turnpike project, with control of access as necessary to facilitate the flow of traffic and promote the public safety and welfare on both non-controlled facilities and designated controlled access highways and turnpike projects.

Grantee's Mailing Address (including county):
Texas Department of Transportation
125 E. 11th Street
Austin, Travis County, Texas 78701

Consideration:

The sum of Ten and no/100 Dollars ($10.00) to Grantor in hand paid by Grantee, receipt of which is hereby acknowledged, and for which no lien is retained, either expressed or implied.

Property:

All of that certain tract or parcel of land in Midland County, Texas, being more particularly described in the attached Exhibits A, B, C (the "**Property**").

Grantors do also Waive, Release, Relinquish, and Convey unto the State of Texas that portion of Grantors' abutting property rights of ingress and egress and direct access on and off the Highway Facility as described in Exhibits "A, B, C" by lines of access denial.

Reservations from and Exceptions to Conveyance and Warranty:

This conveyance is made by Grantor and accepted by Grantee subject to the following:

1. Visible and apparent easements not appearing of record.

2. Any discrepancies, conflicts, or shortages in area or boundary lines or any encroachments or any overlapping of improvements which a current survey would show.

3. Easements, restrictions, reservations, covenants, conditions, oil and gas leases, mineral severances, and encumbrances for taxes and assessments (other than liens and conveyances) presently of record in the Official Public Records of Midland County, Texas, that affect the property, but only to the extent that said items are still valid and in force and effect at this time.

Grantor reserves all of the oil, gas, and sulfur in and under the Property but waives all rights of ingress and egress to the surface thereof for the purpose of exploring, developing, mining or drilling for same; however, nothing in this reservation shall affect the title and rights of the Grantee, its successors and assigns, to take and use all other minerals and materials thereon, therein, and thereunder.

Grantor is retaining title to the following improvements ("**Retained Improvements**") located on the Property, to wit:

Grantor covenants and agrees to remove the Retained Improvements from the Property by N/A day of N/A 20XX, subject to such extensions of time as may be granted by Grantee in writing. In the event Grantor fails, for any reason, to remove the Retained Improvements within the time prescribed, then, without further consideration, title to all or part of such Retained Improvements not so removed shall pass to and vest in Grantee, its successors and assigns, forever.

Access on and off Grantor's remaining property to and from the State highway facility shall be permitted except to the extent that such access is expressly prohibited by the provisions set out in Exhibit "A, B, C". Grantor acknowledges that such access on and off the State highway facility is subject to regulation as may be determined by the Texas Department of Transportation to be necessary in the interest of public safety or by applicable local municipal or county zoning, platting, or permitting requirements.

GRANTOR, for the Consideration and subject to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty, grants, sells, and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in any way belonging, to have and to hold it to Grantee and Grantee's successors and assigns forever. Grantor binds Grantor and Grantor's heirs, successors, and assigns to Warrant and Forever Defend all and singular the Property to Grantee and Grantee's successors and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty.

EXECUTED on the date(s) of acknowledgment indicated below.

GRANTOR: CITY OF MIDLAND

_____

_____

Acknowledgment

State of Texas
County of

This instrument was acknowledged before me on _____
_____by_____. The acknowledging person personally appeared by:

☐ physically appearing before me.

☐ appearing by an interactive two-way audio and video communication that meets the requirements for online notarization under Texas Government Code, Chapter 406, Subchapter C.

_____
Notary Public's Signature

EXHIBIT A

County: Midland
Highway: State Highway No. 158 (SH 158)
Limits: AT County Road No. 60
CCSJ: 0463-02-079

PROPERTY DESCRIPTION FOR PARCEL 1

BEING a 12,499 square feet (0.2869 acre) tract of land situated in Section 22, Block 40, Township 1-S, T&P RR Co. Survey, Abstract No. 378, Midland County, Texas, being part of a called 0.4118 acre tract of land as described in Warranty Deed to City of Midland recorded in Instrument Number 2020-35820, Official Public Records, Midland County, Texas, and being more particularly described as follows:

BEGINNING at a 5/8-inch iron rod with cap stamped "KHA" set being the north corner of a called 3.56 acre tract of land as described in Special Warranty Deed to Covington Brothers Properties, LLC (NAD83 grid coordinates N:10701839.17, E:1713904.42), 75 feet right of Engineer's SH 158 Baseline Station (EBS) 1023+15.01 on the proposed southwest right-of-way line of SH 158; from said point a 1/2-inch iron rod found in the northeast right-of-way line of State Highway No. 158 (120-foot wide right-of-way), and being the south corner of Lot 13, Block 1, Pecan Acres Addition, an addition to the City of Midland, Texas according to the plat recorded in Volume C, Page 143 of the Plat Records of Midland County, Texas bears North 75°44'39" East, a distance of 190.39 feet; and from said point a 1/2-inch iron rod with cap stamped "RPLS 4263" found for the southwest corner of said Lot 13, Block 1 bears North 14°13'18" West, a distance of 191.36 feet;

THENCE North 14°13'18" West, along the west line of the said City of Midland tract, a distance of 21.26 feet to a point for corner in the southwest right-of-way line of said State Highway No. 158, 60 feet right of EBS 1022+99.94;

THENCE South 59°05'49" East, along the said southwest right-of-way line, a distance of 848.13 feet to a point for corner at the intersection of the said southwest right-of-way line of State Highway No. 158 and the northwest right-of-way line of County Road No. 60 (a variable width right-of-way), 60 feet right of EBS 1031+48.07;

THENCE South 75°21'10" West, along the said northwest right-of-way line of County Road No. 60, a distance of 21.01 feet to a point for corner, 21.63 feet left of EBS 120+94.18;

THENCE North 59°05'49" West, a distance of 818.35 feet to the **POINT OF BEGINNING** and containing 12,499 square feet or 0.2869 acres of land.

NOTES:

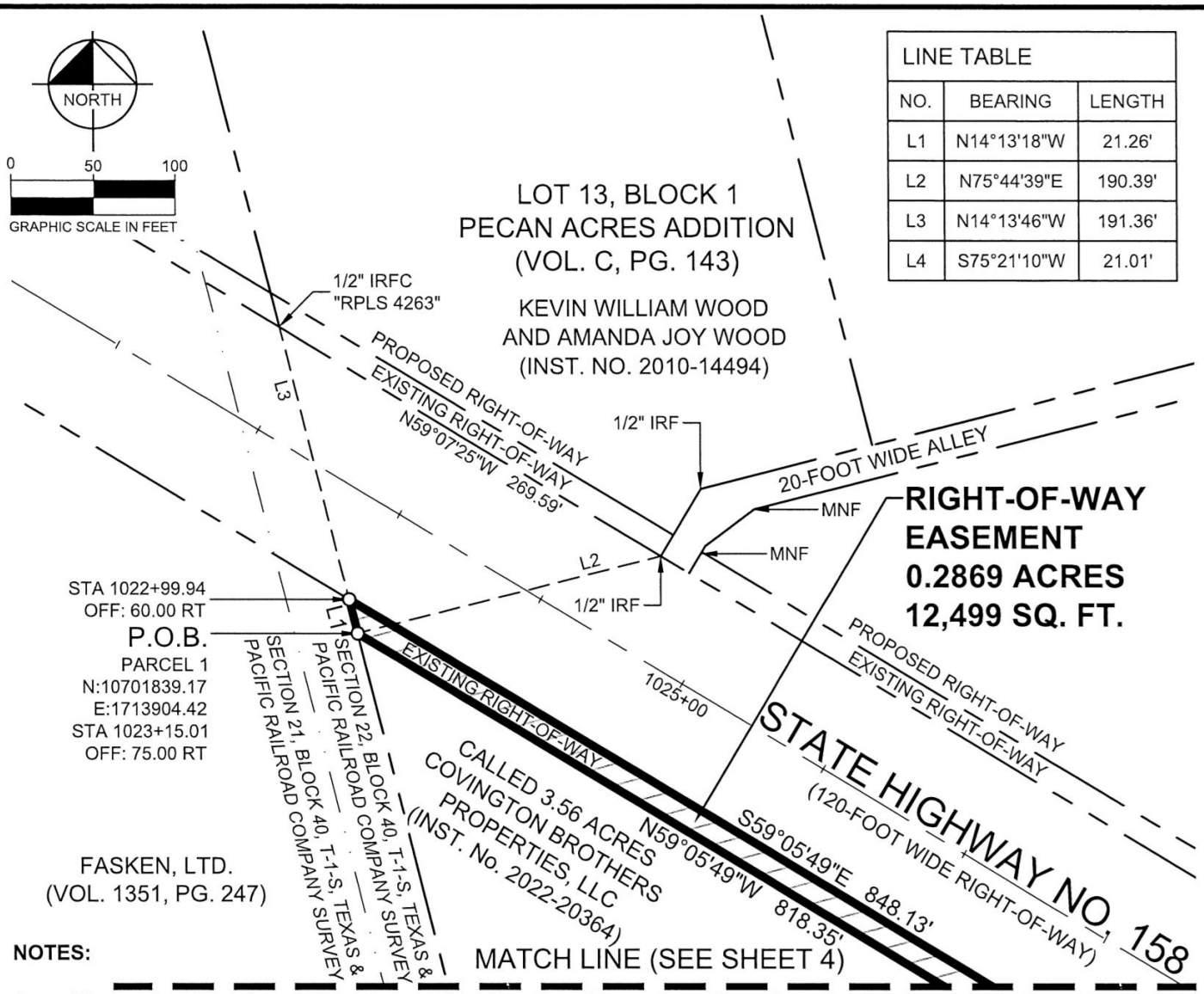
1. The basis of bearings is based on grid north of the Texas Coordinate System of 1983, Central Zone (4203), North American Datum of 1983 (2011). All distances are in U.S. Survey feet.

2. All corners of easement to be acquired are a 5/8" iron rod with cap stamped "KHA" set, unless otherwise noted.
3. The grid coordinates shown are based upon the Texas Coordinate System of 1983, North Central Zone, North American Datum of 1983 on grid coordinate values, no scale, and no projection.
4. A survey plat of even survey date herewith accompanies this metes & bounds description.
5. The undersigned, Registered Professional Land Surveyor, hereby certifies that the foregoing description accurately sets out the metes and bounds of the easement tract described.

5/31/23

Michael C. Billingsley
Registered Professional Land Surveyor No. 6558
Kimley-Horn and Associates, Inc.
801 Cherry Street, Unit 11, Suite 1300
Fort Worth, Texas 76102
Ph. 817-335-6511
michael.billingsley@kimley-horn.com





LINE TABLE		
NO.	BEARING	LENGTH
L1	N14°13'18"W	21.26'
L2	N75°44'39"E	190.39'
L3	N14°13'46"W	191.36'
L4	S75°21'10"W	21.01'

NOTES:

1. The basis of bearings is based on grid north of the Texas Coordinate System of 1983, Central Zone (4203), North American Datum of 1983 (2011). All distances are in U.S. Survey feet.
2. All corners of easement to be acquired are a 5/8" iron rod with cap stamped "KHA" set, unless otherwise noted.
3. The grid coordinates shown are based upon the Texas Coordinate System of 1983, North Central Zone, North American Datum of 1983 on grid coordinate values, no scale, and no projection.
4. A metes and bounds description of even survey date herewith accompanies this survey plat.
5. The undersigned, Registered Professional Land Surveyor, hereby certifies that this survey plat accurately sets out the metes and bounds of the easement tract.

5/31/23

MICHAEL C. BILLINGSLEY
REGISTERED PROFESSIONAL
LAND SURVEYOR NO. 6558
801 CHERRY STREET,
UNIT 11 SUITE 1300
FORT WORTH, TEXAS 76102
PH. 817-335-6511
michael.billingsley@kimley-horn.com

STATE OF TEXAS
REGISTERED
MICHAEL CLEO BILLINGSLEY
6558
PROFESSIONAL
LAND SURVEYOR

LEGEND

P.O.B. = POINT OF BEGINNING
IRSC = 5/8" IRON ROD W/ "KHA" CAP SET
IRFC = IRON ROD W/CAP FOUND
ADF = ALUMINUM DISK FOUND

RIGHT-OF-WAY EASEMENT
SECTION 22, BLOCK 40, TOWNSHIP 1-S,
TEXAS & PACIFIC RAILROAD CO. SURVEY,
ABSTRACT NO. 378
MIDLAND COUNTY, TEXAS

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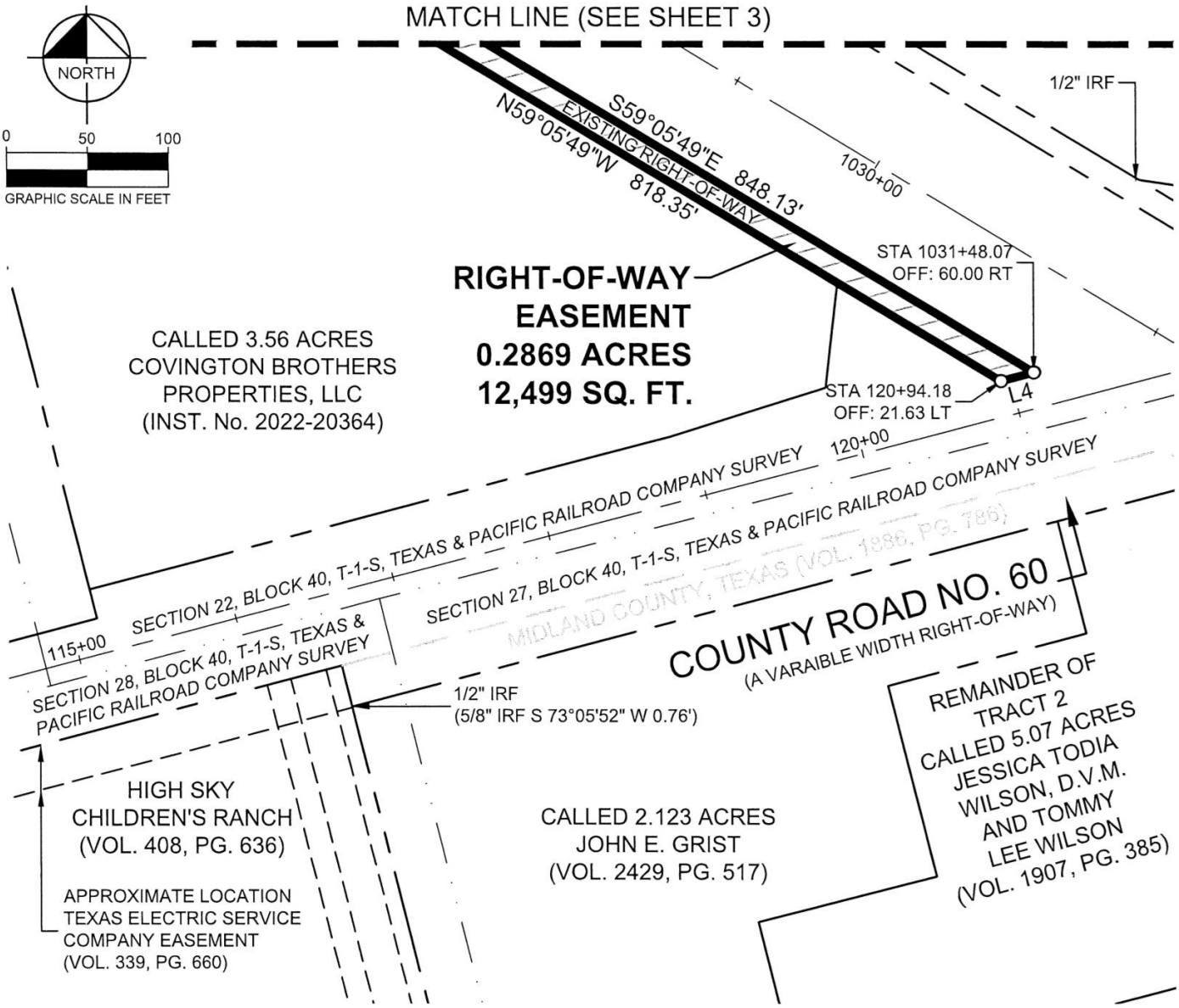
Texas Department of Transportation

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Fort Worth, Texas 76102
FIRM # 10194040
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www.kimley-horn.com

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
1" = 100'	JBH	MCB	6/16/2022	096942021	3 OF 5

RUSSELL, STAN C 5/31/2023 3:17 PM \\KIMLEY-HORN\TX_FTW\FTW_SURVEY\096942021-MDC TO 1 2 WADLEY AND BRIARWOOD\DWG\TXDOT RIGHT-OF-WAY DEDICATIONS\096942021-MDC TO 1 2 WADLEY AND BRIARWOOD_TXDOT_PARCEL 1.DWG

PARCEL TABLE					
PARCEL NO.	ACRES	SQ. FT.	GROSS AREA	NET ACRES	OWNERSHIP INFORMATION
1	0.2869	12,499	4.1583	3.8714	DEVELOPMENTAL DISABILITIES CENTER



LEGEND

P.O.B. = POINT OF BEGINNING
IRSC = 5/8" IRON ROD W/ "KHA" CAP SET
IRFC = IRON ROD W/CAP FOUND
ADF = ALUMINUM DISK FOUND

RIGHT-OF-WAY EASEMENT
SECTION 22, BLOCK 40, TOWNSHIP 1-S,
TEXAS & PACIFIC RAILROAD CO. SURVEY,
ABSTRACT NO. 378
MIDLAND COUNTY, TEXAS

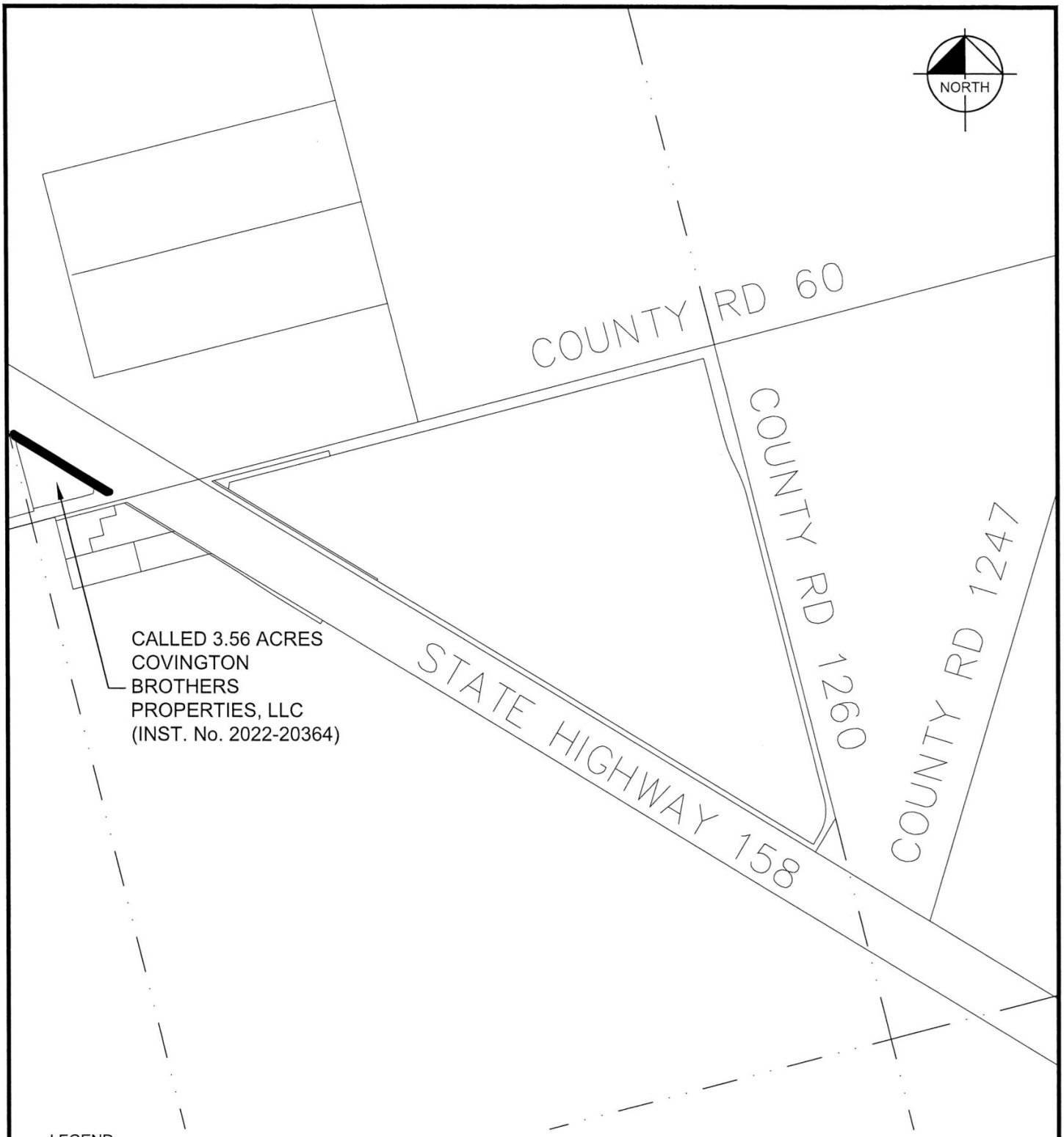
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Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
1" = 100'	JBH	MCB	6/16/2022	096942021	4 OF 5

RUSSELL, STAN C 5/31/2023 3:17 PM \\KIMLEY-HORN\TX_FTW\FTW_SURVEY\096942021-MDC TO 1 2 WADLEY AND BRIARWOOD\DWG\TXDOT RIGHT-OF-WAY DEDICATIONS\096942021-MDC TO 1 2 WADLEY AND BRIARWOOD_TXDOT_PARCEL 1.DWG



LEGEND

P.O.B. = POINT OF BEGINNING
IRSC = 5/8" IRON ROD W/ "KHA" CAP SET
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ADF = ALUMINUM DISK FOUND

RIGHT-OF-WAY EASEMENT
SECTION 22, BLOCK 40, TOWNSHIP 1-S,
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Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
N/A	JBH	MCB	6/16/2022	096942021	5 OF 5

RUSSELL, STAN C 5/31/2023 3:17 PM \\KIMLEY-HORN\TX_FTW\FTW_SURVEY\096942021-MDC TO 1 2 WADLEY AND BRIARWOOD\DWG\TXDOT RIGHT-OF-WAY DEDICATIONS\096942021-MDC TO 1 2 WADLEY AND BRIARWOOD_TXDOT_PARCEL 1.DWG

EXHIBIT B

County: Midland
Highway: State Highway No. 158 (SH 158)
Limits: AT County Road No. 60
CCSJ: 0463-02-079

PROPERTY DESCRIPTION FOR PARCEL 4

BEING a 25,462 square feet (0.5845 acre) tract of land situated in Section 27, Block 40, Township 1-S, T&P RR Co. Survey, Abstract No. 378, Midland County, Texas, being part of called 605.344 acre tract of land described as "TRACT TEN" in the Warranty Deed to Cumberland and Western Resources, LLC recorded in Instrument No. 2008-26873, Real Property Records, Midland County, Texas, and being more particularly described as follows:

BEGINNING at a 5/8-inch iron rod with cap stamped "KHA" cap set in the southeast right-of-way line of Briarwood Avenue – County Road No. 60 (a variable width right-of-way) (NAD83 grid coordinates N:10701449.57, E:1714847.38), 75 feet left of Engineer's SH 158 Baseline Station (EBS) 1033+24.20 on the proposed northeast right-of-way line of SH 158; from said point a 1/2-inch iron rod with cap stamped "PLS 1974" found for the southwest corner of a called 4.29 acre tract of land described in Special Warranty Deed to City of Midland, Texas recorded in Instrument No. 2018-33281 of said Real Property Records bears North 78°00'37" East, a distance of 1054.09 feet;

THENCE departing the said southeast right-of-way line of Briarwood Avenue, South 59°05'49" East, a distance of 1690.13 feet to a 5/8-inch iron rod with cap stamped "KHA" cap set for corner, 90 feet left of EBS 1050+14.55;

THENCE South 30°54'11" West, a distance of 15.00 feet to a point for corner in the northeast right-of-way line of State Highway No. 158 (120-foot wide right-of-way), 75 feet left of EBS 1050+14.55;

THENCE North 59°05'49" West, along the said northeast right-of-way line, a distance of 1704.85 feet a point at the intersection of the said northeast right-of-way line of State Highway No. 158 and the said southeast right-of-way line of Briarwood Avenue, 60 feet left of EBS 1033+09.48; from said point an aluminum disk found bears South 58°54'08" East, a distance of 41.99 feet, and a 1-inch iron pipe found for the east corner of said Section 27 bears South 55°28'39" East, a distance of 7017.78 feet;

THENCE North 75°21'42" East, along the said southeast right-of-way line of Briarwood Avenue, a distance of 21.02 feet to the **POINT OF BEGINNING** and containing 0.5845 acres or 25,462 square feet of land.

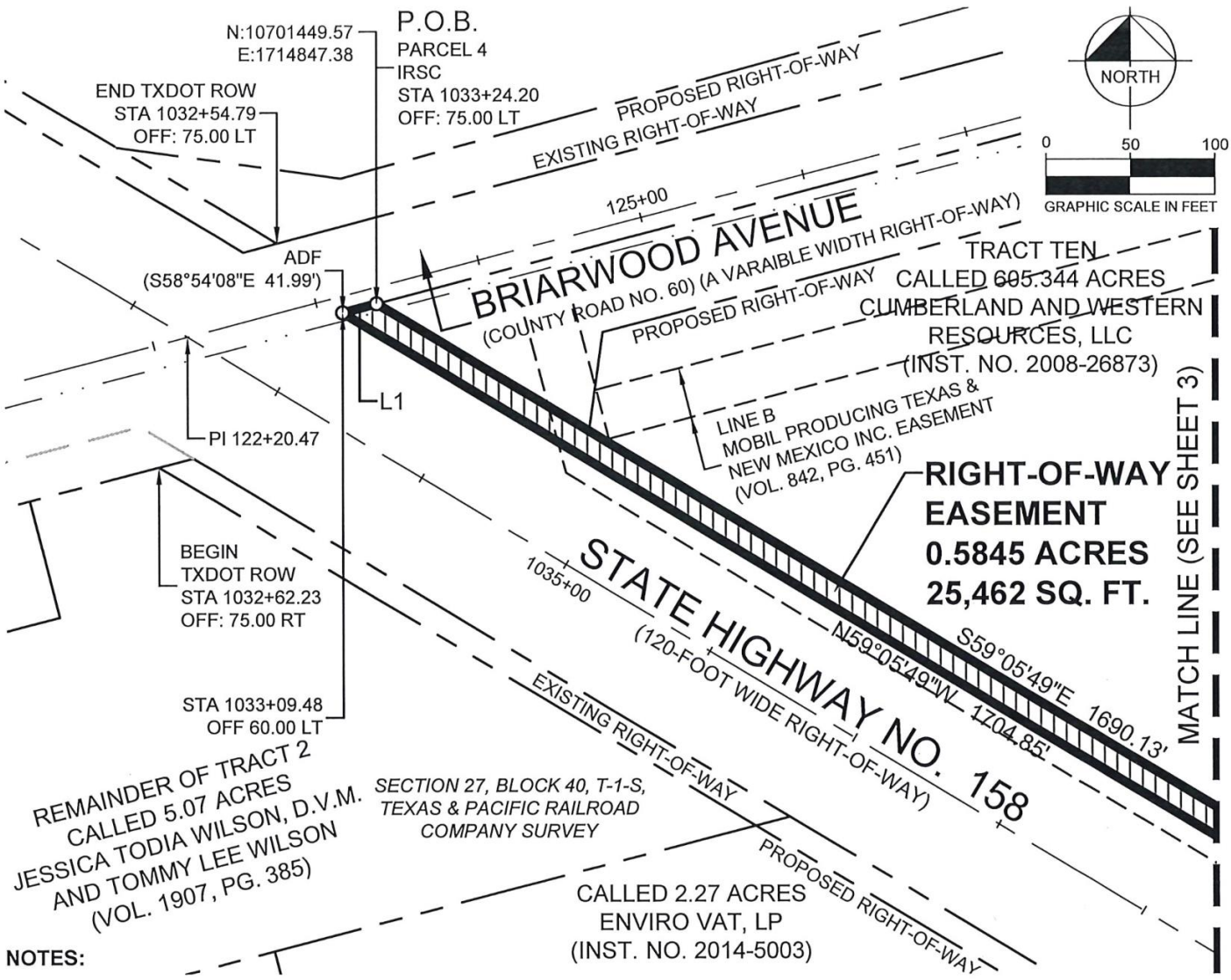
NOTES:

1. The basis of bearings is based on grid north of the Texas Coordinate System of 1983, Central Zone (4203), North American Datum of 1983 (2011). All distances are in U.S. Survey feet.
2. All corners of easement to be acquired are a 5/8" iron rod with cap stamped "KHA" set, unless otherwise noted.
3. The grid coordinates shown are based upon the Texas Coordinate System of 1983, North Central Zone, North American Datum of 1983 on grid coordinate values, no scale, and no projection.
4. A survey plat of even survey date herewith accompanies this metes & bounds description.
5. The undersigned, Registered Professional Land Surveyor, hereby certifies that the foregoing description accurately sets out the metes and bounds of the easement tract described.

8/23/22

Michael C. Billingsley
Registered Professional Land Surveyor No. 6558
Kimley-Horn and Associates, Inc.
801 Cherry Street, Unit 11, Suite 1300
Fort Worth, Texas 76102
Ph. 817-335-6511
michael.billingsley@kimley-horn.com





NOTES:

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5. The undersigned, Registered Professional Land Surveyor, hereby certifies that this survey plat accurately sets out the metes and bounds of the easement tract.

8/23/22

MICHAEL C. BILLINGSLEY
REGISTERED PROFESSIONAL
LAND SURVEYOR NO. 6558
801 CHERRY STREET,
UNIT 11 SUITE 1300
FORT WORTH, TEXAS 76102
PH. 817-335-6511
michael.billingsley@kimley-horn.com

STATE OF TEXAS
REGISTERED
MICHAEL CLEO BILLINGSLEY
6558
PROFESSIONAL
LAND SURVEYOR

LEGEND

P.O.B. = POINT OF BEGINNING
IRSC = 5/8" IRON ROD W/ "KHA" CAP SET
IRFC = IRON ROD W/CAP FOUND
ADF = ALUMINUM DISK FOUND

RIGHT-OF-WAY EASEMENT
SECTION 27, BLOCK 40, TOWNSHIP 1-S,
TEXAS & PACIFIC RAILROAD CO. SURVEY,
ABSTRACT NO. 378
MIDLAND COUNTY, TEXAS

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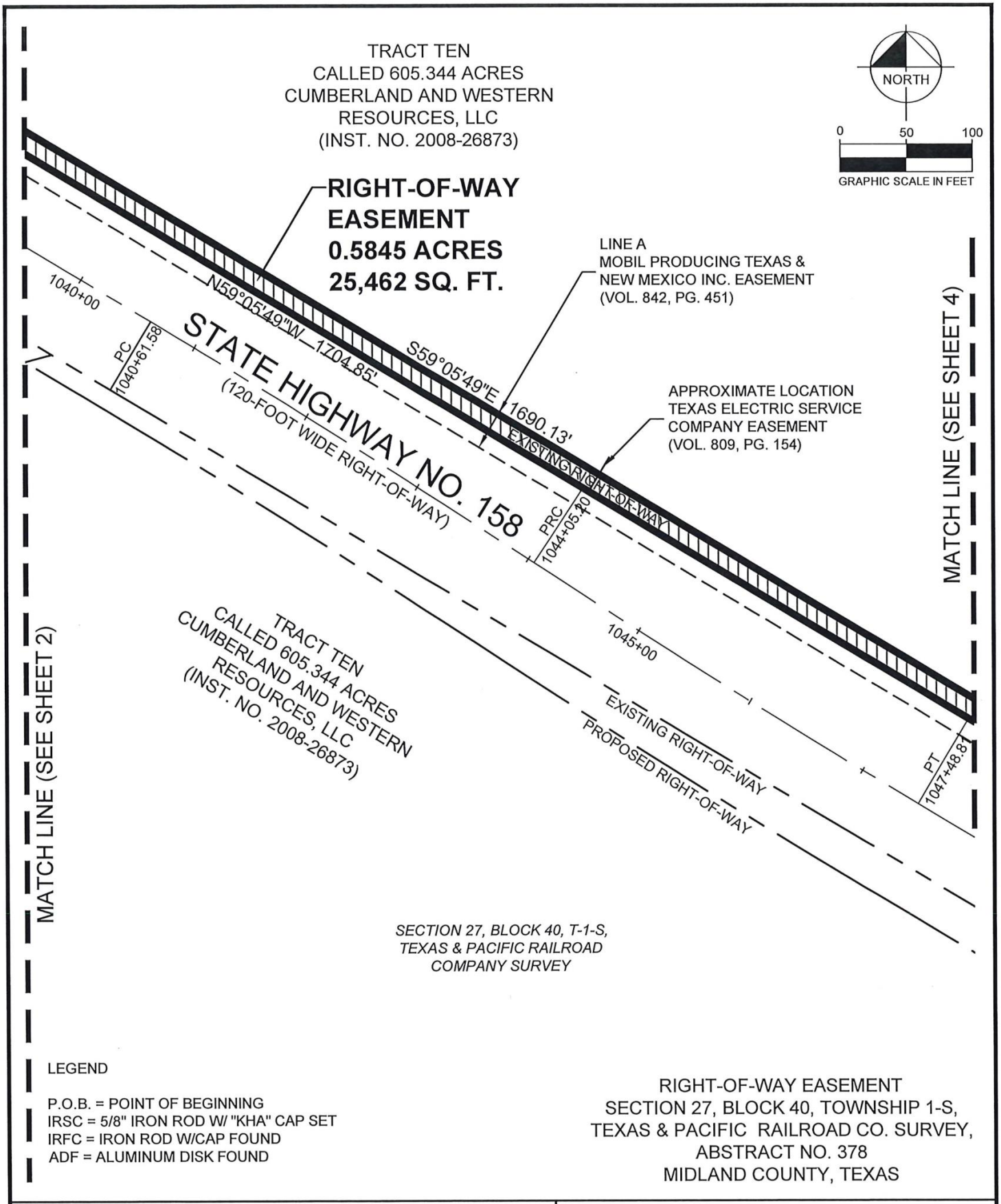
Texas Department of Transportation

Kimley»Horn

801 Cherry Street, Unit 11, # 1300
Fort Worth, Texas 76102 FIRM # 10194040
Tel. No. (817) 335-6511
www.kimley-horn.com

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
1" = 100'	JBH	MCB	8/23/2022	096942021	3 OF 6

HOPPER, BRADIN 8/23/2022 11:18 AM K:\FTW_SURVEY\096942021-MDC TO 1 2 WADLEY AND BRIARWOOD\DWG\TXDOT RIGHT-OF-WAY DEDICATIONS\096942021-MDC TO 1 2 WADLEY AND BRIARWOOD_TXDOT_PARCEL 4.DWG



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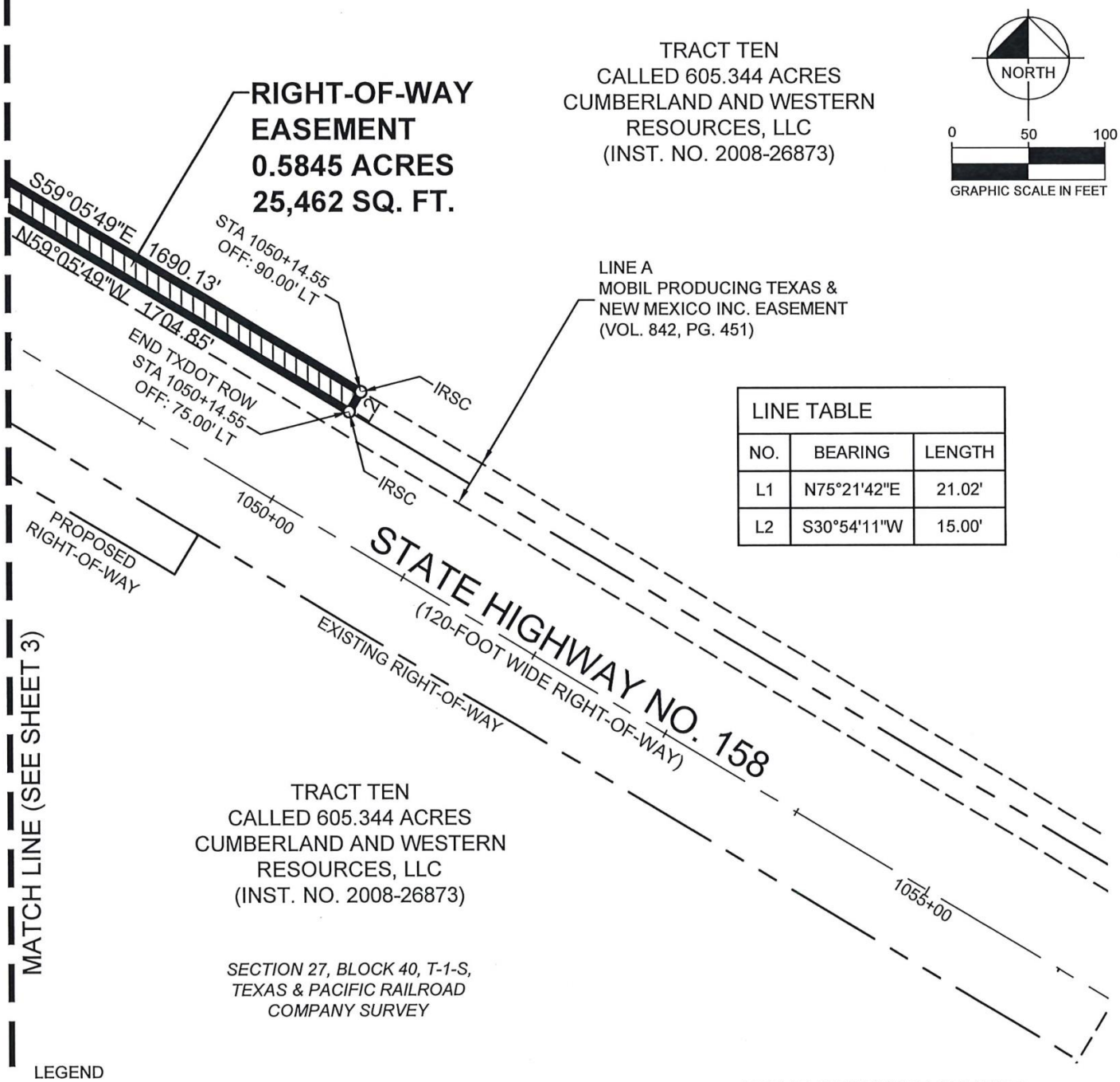
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Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
1" = 100'	JBH	MCB	12/2021	096942021	4 OF 6

HOPPER, BRADIN 8/23/2022 11:13 AM K:\FTW_SURVEY\096942021-MDC TO 1 2 WADLEY AND BRIARWOOD\DWG\TXDOT RIGHT-OF-WAY DEDICATIONS\096942021-MDC TO 1 2 WADLEY AND BRIARWOOD_TXDOT_PARCEL 4.DWG

PARCEL TABLE					
PARCEL NO.	ACRES	SQ. FT.	GROSS AREA	NET ACRES	OWNERSHIP INFORMATION
4	0.5845	25,462	605.3440	604.0041	CUMBERLAND AND WESTERN RESOURCES, LLC



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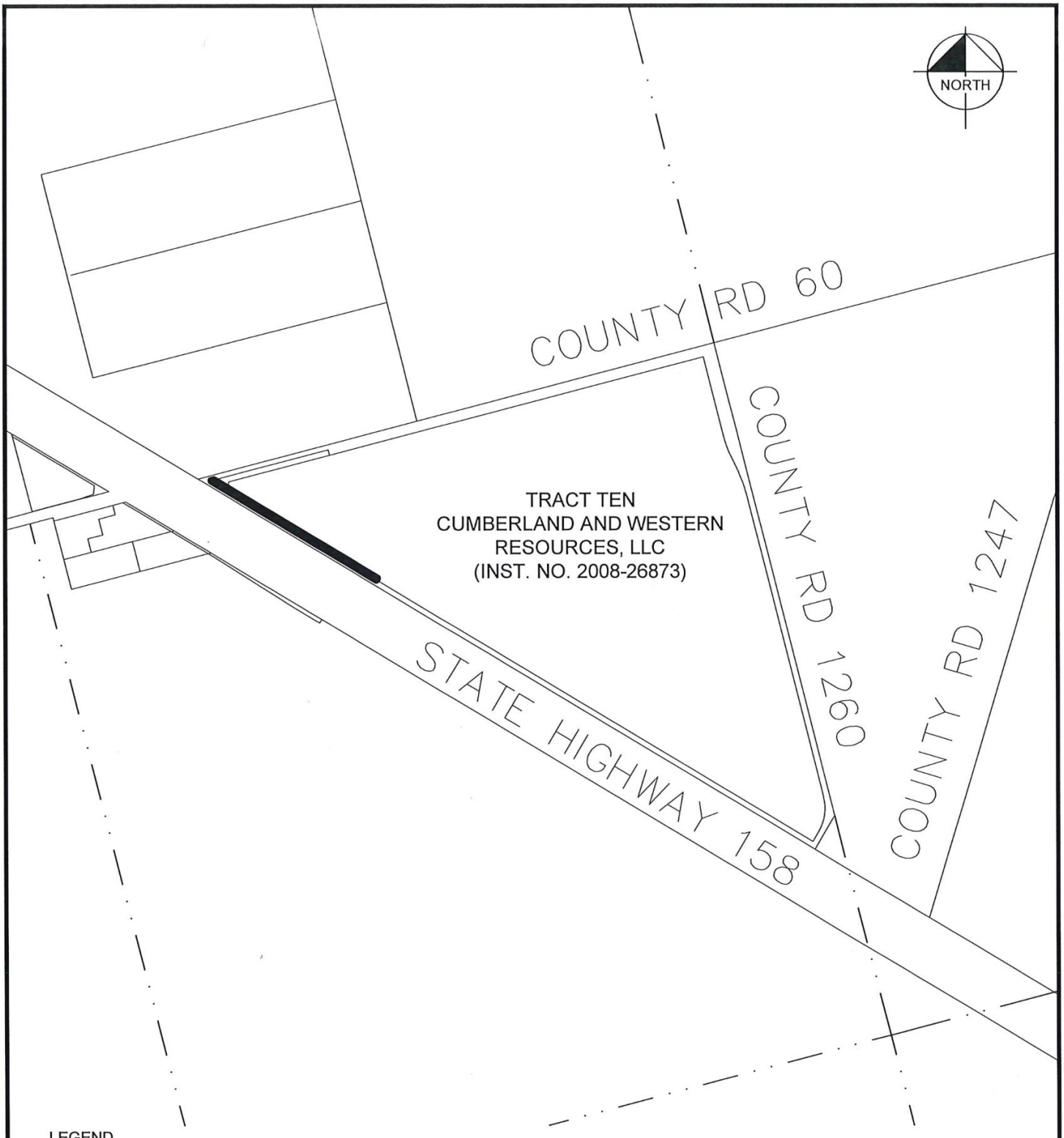
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Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
1" = 100'	JBH	MCB	12/27/2021	096942021	5 OF 6

HOPPER, BRADIN 8/23/2022 11:14 AM K:\FTW_SURVEY\096942021-MDC TO 1 2 WADLEY AND BRIARWOOD\DWG\TXDOT RIGHT-OF-WAY DEDICATIONS\096942021-MDC TO 1 2 WADLEY AND BRIARWOOD_TXDOT_PARCEL 4.DWG



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SECTION 27, BLOCK 40, TOWNSHIP 1-S,
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Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
1" = ###'	JBH	MCB	8/23/2022	096942021	6 OF 6

HOPPER, BRADIN 8/23/2022 11:14 AM K:\FTW_SURVEY\096942021-MDC TO 1 2 WADLEY AND BRIARWOOD\DWG\TXDOT RIGHT-OF-WAY DEDICATIONS\096942021-MDC TO 1 2 WADLEY AND BRIARWOOD_TXDOT_PARCEL 4.DWG

EXHIBIT C

County: Midland
Highway: State Highway No. 158 (SH 158)
Limits: AT County Road No. 60
CCSJ: 0463-02-079

PROPERTY DESCRIPTION FOR PARCEL 8

BEING a 0.2680 acre (11,672 square foot) tract of land situated in Section 35, Block 40, Township 1-S, Texas & Pacific Railroad Company Survey, Abstract No. 378, Midland County, Texas, being part of a called 1.0109 acre tract of land described in Warranty Deed to City of Midland, Texas recorded in Instrument No. 2019-21299 of the Official Public Records of Midland County, Texas, and more particularly described as follows:

BEGINNING at a 5/8-inch iron rod with cap stamped "KHA" set at the intersection of the northwest right-of-way line of Briarwood Avenue – County Road No. 60 (a variable width right-of-way) and the proposed northeast right-of-way line of State Highway No. 158 (150-foot wide right-of-way) (NAD83 grid coordinates N:10701485.22, E:1714787.82), 75.00 feet left of Engineer's SH 158 Baseline Station (EBS) 1032+54.79 on the proposed northwest right-of-way line of SH 158;

THENCE along the said northwest right-of-way line of Briarwood Avenue, South 75°21'44" West, a distance of 21.02 feet to a point at the intersection of the said northwest right-of-way line of Briarwood Avenue and the northeast right-of-way line of State Highway No. 158 (120-foot wide right-of-way), 60.00 feet left of EBS 1032+40.07;

THENCE along the said northeast right-of-way line of State Highway No. 158, North 59°05'49" West, a distance of 770.81 feet to a point for corner at the intersection of the said northeast right-of-way line of State Highway No. 158 and a 20-foot wide alley, 60.00 feet left of EBS 1024+69.26;

THENCE along the said 20-foot wide alley, North 30°55'14" East, a distance of 15.00 feet to a 5/8-inch iron rod with cap stamped "KHA" set for corner, 75.00 feet left of EBS 1024+69.26; from said point a mag nail found bear South 37°32'10" West, a distance of 1.21 feet;

THENCE departing the said 20-foot wide alley and along the said proposed right-of-way line of State Highway No. 158, South 59°05'49" East, a distance of 785.52 feet to the **POINT OF BEGINNING** and containing 11,672 square feet or 0.2680 acres of land.

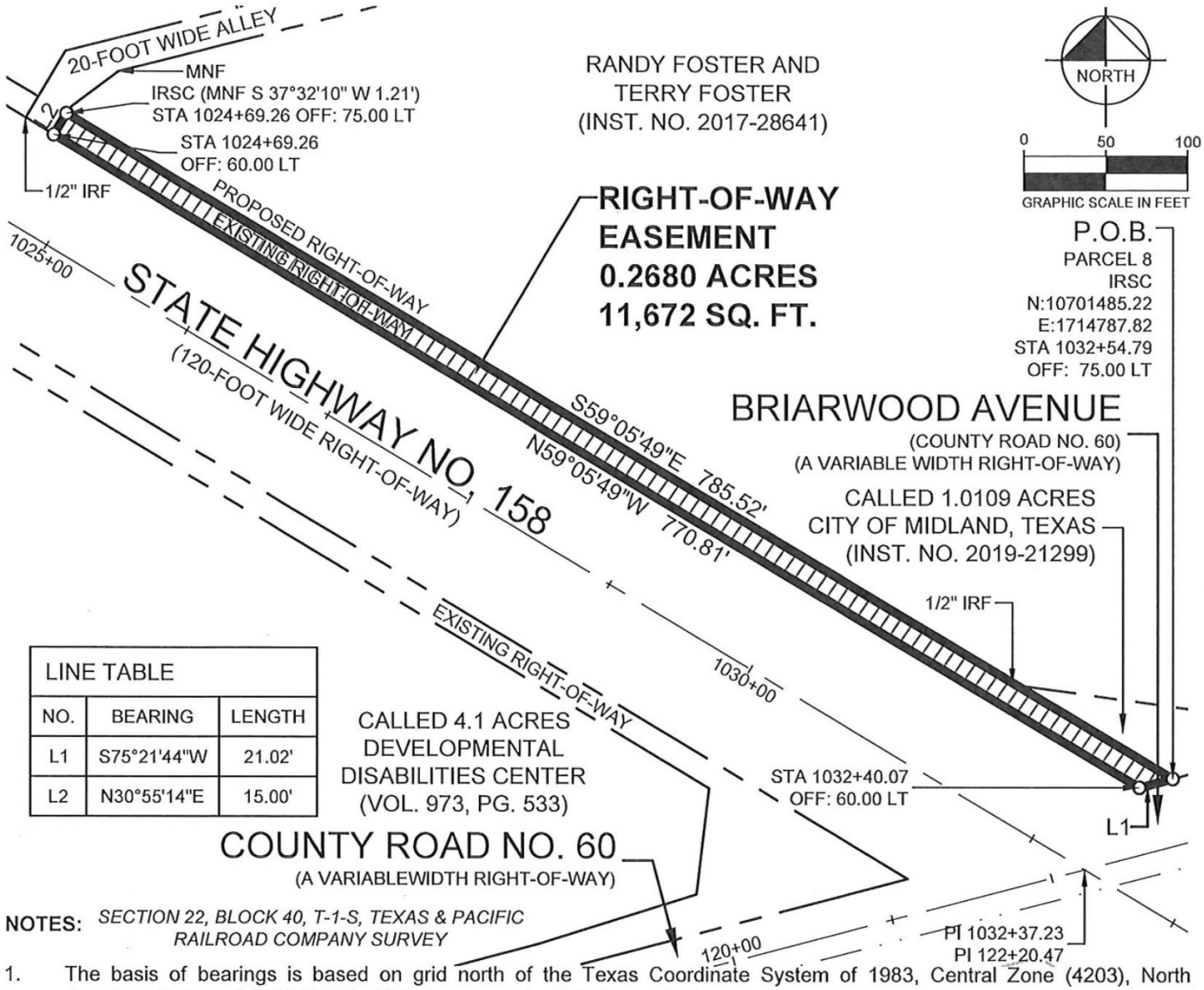
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The undersigned, Registered Professional Land Surveyor, hereby certifies that the foregoing description accurately sets out the metes and bounds of the easement tract described.

5/2/23

Michael C. Billingsley
Registered Professional Land Surveyor No. 6558
Kimley-Horn and Associates, Inc.
801 Cherry Street, Unit 11, Suite 1300
Fort Worth, Texas 76102
Ph. 817-335-6511
michael.billingsley@kimley-horn.com





LINE TABLE		
NO.	BEARING	LENGTH
L1	S75°21'44"W	21.02'
L2	N30°55'14"E	15.00'

NOTES: *SECTION 22, BLOCK 40, T-1-S, TEXAS & PACIFIC RAILROAD COMPANY SURVEY*

1. The basis of bearings is based on grid north of the Texas Coordinate System of 1983, Central Zone (4203), North American Datum of 1983 (2011). All distances are in U.S. Survey feet.
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UNIT 11 SUITE 1300
FORT WORTH, TEXAS 76102
PH. 817-335-6511
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STATE OF TEXAS
REGISTERED
MICHAEL CLEO BILLINGSLEY
6558
PROFESSIONAL
LAND SURVEYOR

LEGEND

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RIGHT-OF-WAY EASEMENT
SECTION 22, BLOCK 40, TOWNSHIP 1-S,
TEXAS & PACIFIC RAILROAD CO. SURVEY,
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MIDLAND COUNTY, TEXAS

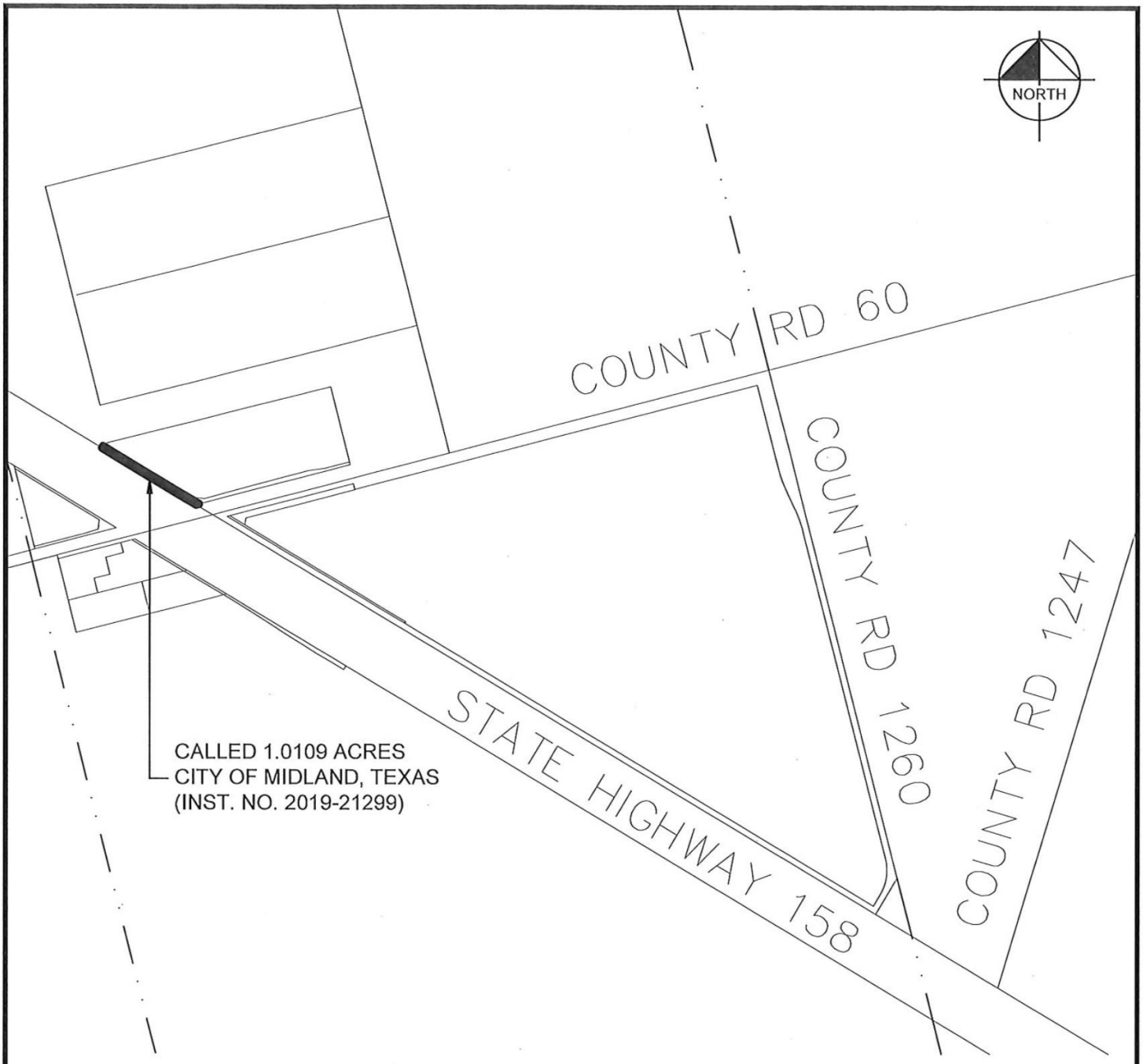
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Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
1" = 100'	JBH	MCB	4/9/2024	096942021	3 OF 4

BILLINGSLEY, MICHAEL 5/2/2023 10:08 AM \\KIMLEY-HORN\TX_FTW\FTW_SURVEY\096942021-MDC TO 1 2 WADLEY AND BRIARWOOD\DWG\TXDOT RIGHT-OF-WAY DEDICATIONS\096942021-MDC TO 1 2 WADLEY AND BRIARWOOD_TXDOT_PARCEL 8.DWG



PARCEL TABLE					
PARCEL NO.	ACRES	SQ. FT.	GROSS AREA	NET ACRES	OWNERSHIP INFORMATION
8	0.2680	11,672	1.0109	0.7429	CITY OF MIDLAND, TEXAS

LEGEND

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IRSC = 5/8" IRON ROD W/ "KHA" CAP SET
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RIGHT-OF-WAY EASEMENT
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N/A	JBH	MCB	5/2/2023	096942021	4 OF 4

BILLINGSLEY, MICHAEL 5/2/2023 10:08 AM \\KIMLEY-HORN\TX_FTW\FTW_SURVEY\096942021-MDC TO 1 2 WADLEY AND BRIARWOOD\DWG\TXDOT RIGHT-OF-WAY DEDICATIONS\096942021-MDC TO 1 2 WADLEY AND BRIARWOOD_TXDOT_PARCEL 8.DWG

AGREEMENT TO ACCEPT DONATION OF REAL PROPERTY

STATE OF TEXAS	§	ROW CSJ #: 0463-02-092
	§	Parcel #: P00076626, P00076629,
COUNTY OF MIDLAND		P00076631
	§	Project limits: At Briarwood Ave

THIS AGREEMENT is entered between the Contracting Parties, as defined below.

I. Contracting Parties:

Donor: City of Midland
State: The Texas Department of Transportation ("**State**" or "**TxDOT**")

II. Background:

Texas Transportation Code §201.206 authorizes the State to accept, from any source, a donation of realty for the purpose of carrying out its functions and duties. Texas Government Code Chapter 575, requires the governing board of a state agency, not later than the 90th day after a donation valued at $500 or more is accepted, to acknowledge the acceptance of the donation by majority vote at an open meeting and prohibits a state agency from accepting a donation from a person who is a party to a contested case before the agency until the 30th day after the date the decision in the case becomes final. To provide guidance on when a donation may be accepted by the State, the Texas Transportation Commission (Commission) has adopted rules relating to the State acceptance of donations, codified as 43 TAC §§1.500-1.506. Acceptance of a donation of $500.00 or more must be acknowledged by the Commission not later than the 90th day after the date the Donation is accepted by the State.

The Donor is a property owner desiring to donate property described herein to the State for no benefit or gain to the Donor. The State wishes to accept the donation of property and the Donor must execute this donation agreement.

III. Agreement:

The Donor, being fully informed of its right to receive just compensation for the Property, agrees to donate the property more particularly described on Exhibits "A, B, C", attached hereto and incorporated herein for all purposes (the "**Property**"), to the State. The State certifies that its acceptance of the Property will further the State's abilities to meet its responsibilities.

The value of the Property as determined by (leave blank if Donor has waived) is $(leave blank if Donor has waived). The Donor has been informed of its right to conduct or waive an appraisal of the Property by a qualified appraiser. ( ) **Donor's Initial**

IV. Representations and Warranties:

A. The Donor represents and warrants that it has unrestricted fee ownership and use of the Property and that by signing the Donation Deed it is forever relinquishing and transferring all rights and interest in and to the Property to the State.
B. The Donor acknowledges that it has been fully informed of Donor's right to receive just compensation for the Property.
C. Donor acknowledges that nothing contained in this Agreement shall be a limitation of any type on the divestment of interest by Donor to State.
D. The Donor acknowledges that there is no official relationship between the Donor and the State.
E. The Donor acknowledges that it will receive no benefit as a result of the donation of the Property.
F. The Donor is not the subject of State regulation or oversight, or interested in or likely to become

interested in any contract, purchase, payment, or claim with or against the State.

G. The State determines that acceptance of the donation will provide a significant public benefit and such acceptance does not influence or appear to influence the State in the performance of its duties.
H. The Donor acknowledges that TxDOT's acceptance of the donation does not bind State to a course of action or promise of performance.
I. The State neither approves nor is responsible for any representations made by the Donor for tax purposes.
J. The Donor acknowledges that the State will act in reliance of and in consideration of the promises made by the Donor in this agreement.
K. The Donor acknowledges that this agreement is public information and will be furnished to a requestor pursuant to Chapter 552 of the Texas Government Code.

V. Hold Harmless:

The Donor shall save and hold harmless the State and its officers and employees from any and all claims and liability due to any intentional or negligent actions that are caused by or result from error, omission, or negligent act of the Donor or of any person employed by the Donor. The Donor shall also save harmless the State from any and all expense, including, but not limited to, attorney fees that may be incurred by the State in litigation or otherwise resisting the claim or liabilities that may be imposed on the State as a result of such activities by the Donor, its agents, or employees.

VI. Warranty of Use:

Donor represents and warrants to the State that Donor has no knowledge of any current or former use, generation, storage or disposal of any hazardous material on or under the Property currently or previously in violation of any federal, state or local governmental law or rule. Additionally, Donor represents and warrants to the State that Donor has no knowledge of the Property being used for a gas station, auto shop, or dry cleaning service, and has no knowledge of the presence of asbestos material on the Property. Donor has not received any notice of any action or proceeding relating to any hazardous materials or any release thereof on, in, under or about the Property.

VII. Relocation Assistance: *(If applicable)*

Donor acknowledges receipt of the brochure entitled *"Relocation Assistance"* and understands that relocation assistance benefits, if any, are handled entirely separate from and in addition to this transaction. Relocation benefits, if any, will be examined on a case by case basis, and will be specifically set forth in a separate agreement.

VIII. Costs:

A. The State, without cost to the Donor, shall pay the cost of recording all instruments conveying title to the State, and the State may, but is not obligated to, purchase an owner's title policy at the State's expense.
B. Donor will be reimbursed for any fair and reasonable incidental expenses necessarily incurred in transferring title to the Property for use by State. Expenses eligible for reimbursement may include (1) recording fees, transfer taxes and similar expenses incidental to conveying the Property to State; and (2) penalty costs for prepayment of any preexisting recorded mortgage entered into in good faith encumbering the Property. Voluntary unnecessary expenses or expenses incurred in clearing questionable title will not be eligible for reimbursement. Eligible incidental expenses will be reimbursed upon submission of a claim supported by receipted bills or other evidence of actual expenses incurred. Donor may file a written request for review if Donor believes that the State failed to properly determine the eligibility for or the amount of incidental expenses to be reimbursed. There is no standard form on which to request a review of a claim; however, the request for review must be filed with the State within six months after you are notified of the State's determination on any claim for reimbursement.

IX. Termination/Withdrawal:
If Donor withdraws from this agreement, in writing, before it is executed by the State, such withdrawal shall extinguish all rights, duties, obligations and liabilities of the State and the Donor under this agreement.

X. Sole Agreement:
This Agreement and the Donation Deed constitute the only promises, consideration and conditions of this conveyance, and no other promises, consideration or conditions have been signified or implied, except any benefits which Donor may or may not be entitled under the State's Relocation Assistance Program.

XI. Notices:
All notices to either party by the other party will be delivered personally or sent by U.S. Mail, postage prepaid, to the following addresses:

Donor:	**State:**
Attn: Jose Ortiz, Assistant City Manager City of Midland 300 N Loraine Midland, Texas 79701	Texas Department of Transportation Attn: Right of Way Division P.O. Box 5075 Austin, Texas 78763-5075

The notice shall be received by the addressee on the date delivered or deposited in the mail. Either party may change its address by sending written notice of the change to the other in the manner provided.

XII. Exhibits:
A. Property Location Map or Survey
B. Deed

The State and the Donor have executed duplicate counterparts of this agreement.

THE STATE

Executed for the Executive Director and approved by the Texas Transportation Commission for the purpose and effect of carrying out the orders, established policies, or work programs approved and authorized by the Texas Transportation Commission.

Texas Department of Transportation

_____
Director, TxDOT Right of Way Division

_____
Date:

THE DONOR

The undersigned signatory warrants that he or she is an official representative of the organization making the donation described and is authorized to make the donation and to enter into this Agreement on behalf of the organization.

BY: _____
Authorized Signature

Jose Ortiz, Assistant City Manager
Typed or Printed Name and Title

_____
Date:

City Council Meeting

Item Number: 18

Meeting Date: April 9, 2024

To: City Council / City Manager

From: John Simmons, Manager, Right-of-Way

Subject: MOTION AUTHORIZING AND EXECUTING A RIGHT-OF-WAY LICENSE BETWEEN THE CITY OF MIDLAND AND ENDEAVOR ENERGY RESOURCES, L.P., REGARDING CITY-OWNED PROPERTY DESCRIBED AS SECTIONS 5 AND 6, BLOCK 39, T-2-S, T&P RR CO. SURVEY, MIDLAND COUNTY, TEXAS. (DISTRICT 2) (UTILITIES) (STRENGTHEN AND SUSTAIN OUR INFRASTRUCTURE)

Purpose:

This motion will provide three 10-foot wide rights of way side by side to bore 60’ in this location and place a twenty-inch (20”) steel casing to place private pipelines under the City of Midland-owned Midland Drive. Both bore pits will be on private property.

This Right-of-Way License is proposed for a single ten-year term. 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 per pipeline

10-Year Paid In Full:

per pipeline (3.64 rods x $220/rod): $800.00 / $1,000.00 minimum each pipeline

Surface Damages: none

Total Collected: $6,000.00

Strategic Priority:

(Strengthen and Sustain our Infrastructure)

Discussion:

These pipelines are privately owned, 4” flex steel transporting produced water, oil, and natural gas running East and west. All bores under the road must be cased for the crossing and buried at a minimum depth of eight (8) feet or 6’ below existing City of Midland sewer and water pipelines. Right of Way for each will be 10’.

Certificates of Insurance are on file

The City Secretary is to record all documents

City Manager’s Office

RIGHT OF WAY LICENSE

THE STATE OF TEXAS	§	
	§	KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF MIDLAND	§	

Date:	April 10, 2024
Licensor:	CITY OF MIDLAND, TEXAS, a home-rule municipal corporation
Licensor's Representative:	Tommy Gonzalez, City Manager
Licensor's Mailing Address:	P.O. Box 1152 Midland, Texas 79702
Licensee:	**Endeavor Energy Resources, L.P.**
Licensee's Representative:	**R. Ben Carter**
Licensee's Mailing Address:	110 N. Marienfeld, Midland, Texas 79701
Property:	As described in Article III below
License Number:	**24-329-005**

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 THREE THOUSAND and No/100 Dollars ($3,000.00) ("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 ten (10) feet in width of the locations with boring operation limited to areas as shown on **Exhibit A** attached hereto and incorporated herein for the purpose of placing, constructing, operating, repairing, maintaining, replacing and removing, thereon, along the herein described three (3) pipeline locations, a steel casing, not to exceed twenty (20) inches in diameter containing a flex steel pipeline, not to exceed four (4) inches in diameter, for the transportation of produced water, oil and natural gas and to have the right of ingress and egress at convenient points for such purpose (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 eight (8) feet 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) six (6) 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 OR STRUCTURES 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 OR STRUCTURES 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:_____
Tommy Gonzalez, City Manager

ATTEST:

_____
Marcia Bentley-German, City Secretary

APPROVED AS TO CONTENT AND COMPLETENESS:

_____
Carl Craigo, Director of Utilities

APPROVED ONLY AS TO FORM:

_____
John Ohnemiller, City Attorney

LICENSEE:
ENDEAVOR ENERGY RESOURCES, L.P.

By: R. Ben Carter
Printed Name: R. Ben Carter
Title: Vice President - Land

WBR

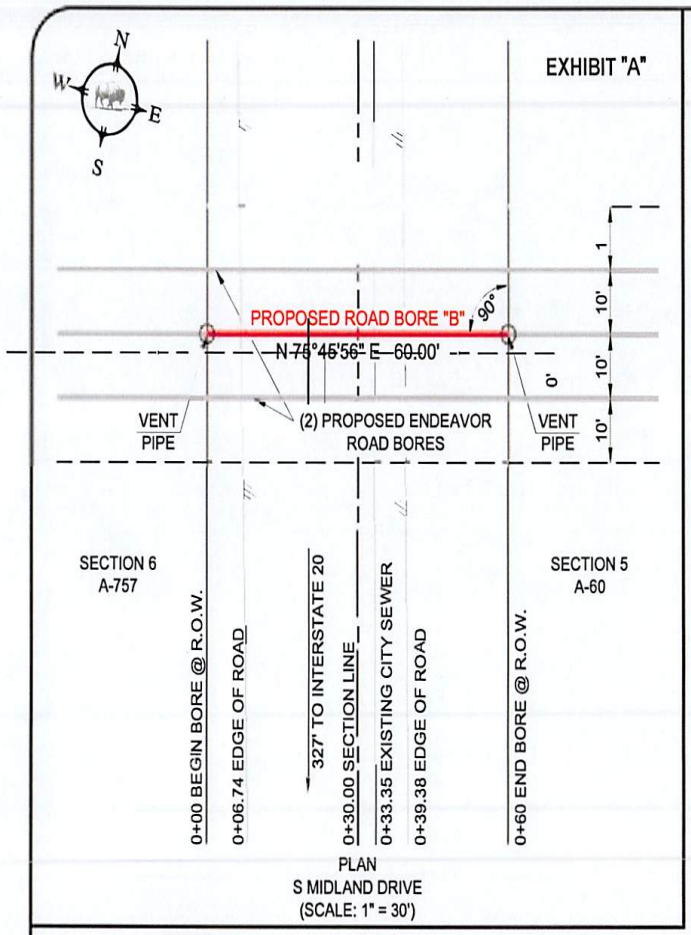
THE STATE OF TEXAS §
§
COUNTY OF MIDLAND §

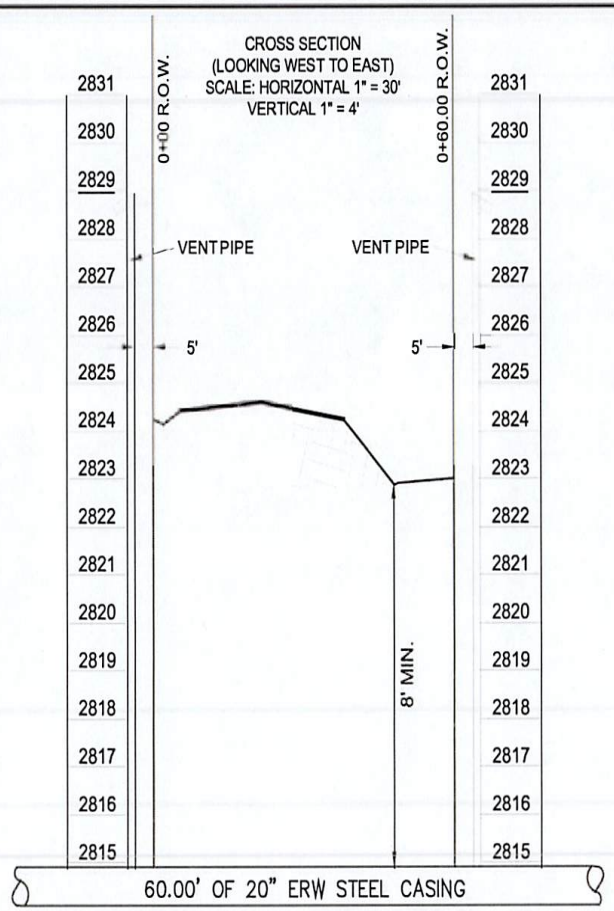
BEFORE ME, the undersigned authority, on this 25th day of March, 2024 personally appeared R. Ben Carter an officer of Endeavor Energy Resources, L.P., known to me to be the person and official whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same as the act and deed of said entity, for the purposes and consideration therein expressed, and in the capacity therein stated.

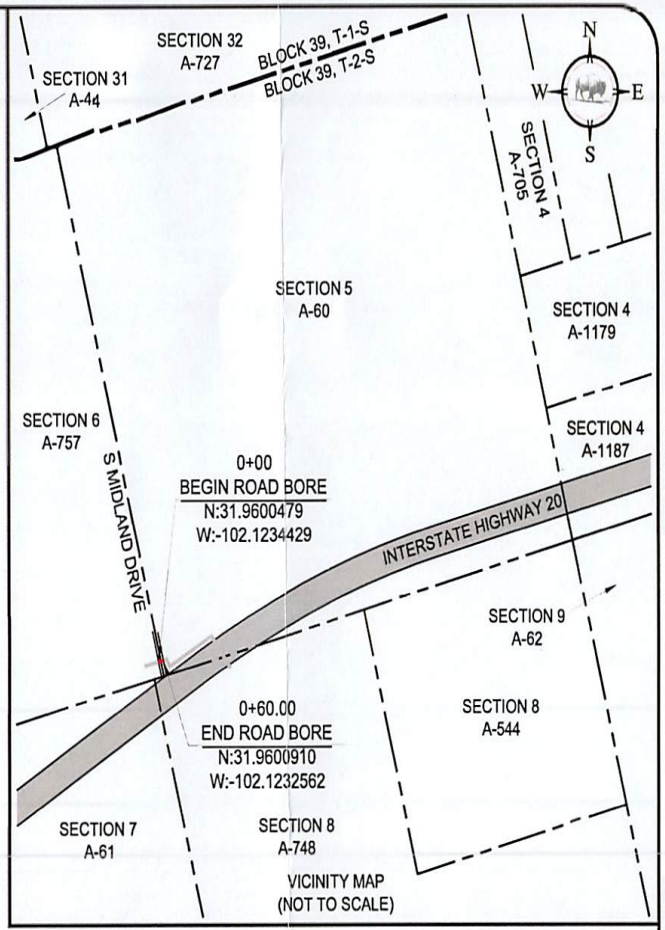
GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 25th day of March, 2024

Vicki Stone
Notary Public, State of Texas

VICKI STONE
Notary ID #6067267
My Commission Expires
March 18, 2027







C-002221

1-800-245-4545
WWW.TEXASONECALL.COM
TEXAS ONE CALL SYSTEM

STATE OF TEXAS
REGISTERED
TODD FINCHER
5633
PROFESSIONAL
LAND SURVEYOR

Todd Fincher
State of Texas
Registered Professional
Land Surveyor
No. 5633

PRODUCT TYPE: OIL, GAS, AND WATER

STEEL CASING WALL THICKNESS CHART		
MIN. THICKNESS		DIA. OF CASING PIPE
.2500"	1/4"	12" OR LESS
.3125"	5/16"	OVER 12" - 18"
.3750"	3/8"	OVER 18" - 22"
.4375"	7/16"	OVER 22" - 28"

BORE NOTES:
CASING:
(1) 20" ERW A53B STEEL CASING (.375 WALL THICKNESS).

INSIDE CASING:
(7) 4" FLEX STEEL PIPE (.490 WALL THICKNESS)
MAX OPERATING PRESSURE 750 PSI

STEEL CASING NOTES:

1. CASING PIPE SHALL EXTEND BETWEEN RIGHT OF WAY LINES.
2. BORING AND WORK WITHIN TXDOT R-O-W SHALL BE CONSTRUCTED IN COMPLIANCE WITH TXDOT REQUIREMENTS (ITEM 476 OF 2014 STD. SPEC)
3. CONTRACTOR SHALL HAVE VALID PERMITS IN HAND AND COORDINATE WITH TXDOT PRIOR TO COMMENCING CONSTRUCTION OF BORE OR WORK WITHIN TXDOT R-O-W.
4. SPACERS SHALL BE NON-METALLIC CONSTRUCTED OF PREFORMED SECTIONS OF INJECTION MOLDED HIGH-DENSITY POLYETHYLENE AS MANUFACTURED BY RACI NORTH AMERICA OR APPROVED EQUAL.

Barlow's Formula for Casing:
P = 2St/D = 2*(24,500psi)*(0.375")/(20") = 920psi

STATE OF TEXAS
ALLEN M. TAYLOR
131295
LICENSED
PROFESSIONAL ENGINEER

PROPOSED ROAD BORE CROSSING

ENDEAVOR ENERGY RESOURCES, L.P.

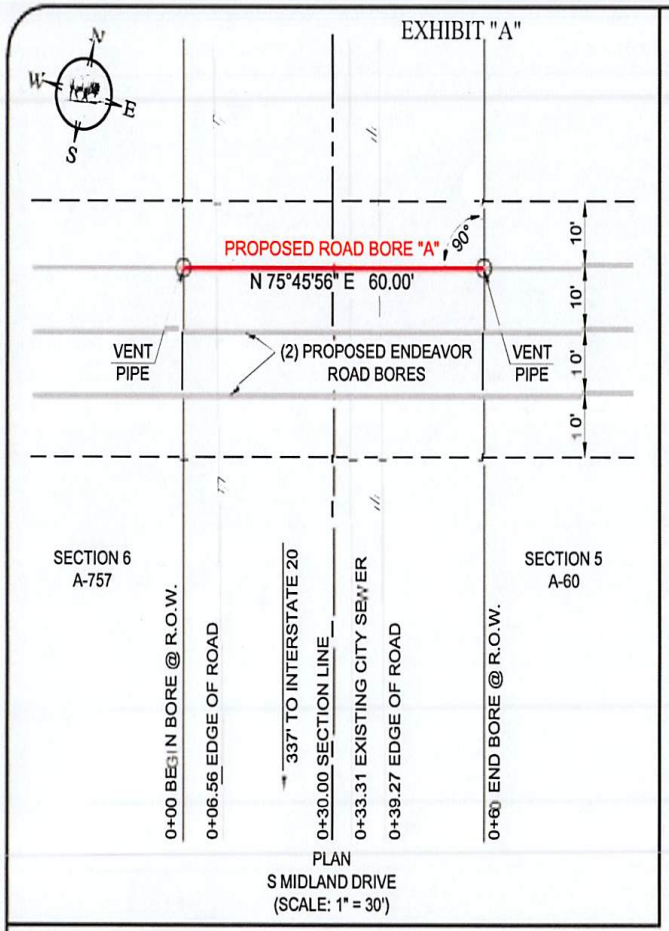
PROPOSED ROAD BORE "B"
IN RIGHT-OF-WAY OF
SOUTH MIDLAND DRIVE
SECTION 5, BLOCK 39, T-2-S
SECTION 6, BLOCK 39, T-2-S
T. & P. RR CO. SURVEY
MIDLAND COUNTY, TX.

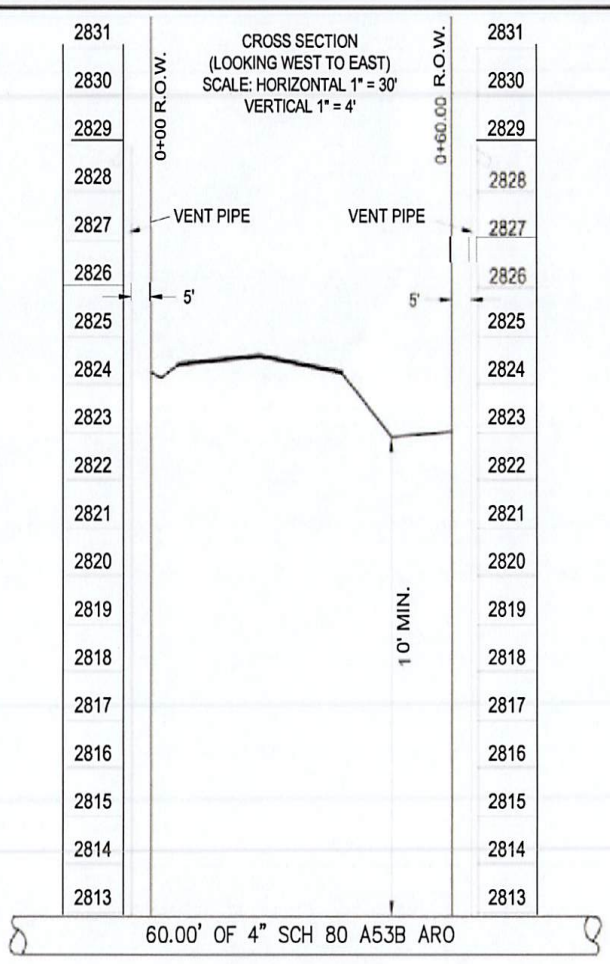
SCALE: SHOWN IN ILLUSTRATIONS

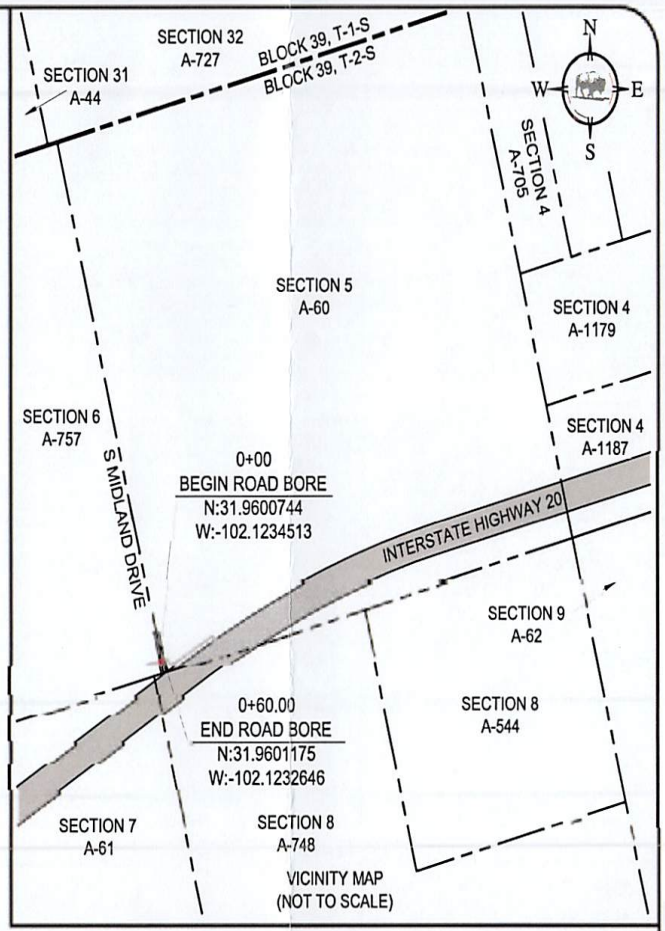
DATE: 02-28-24	Coordinates: NAD 83 Texas North Central Zone. Basis of Bearing is the Texas State Plane Coordinate System North Central Zone, NAD 83.
APPROVED: TF	
DRAWN BY: JBH	Road bore located 327 feet Northwest of intersection of Interstate Highway 20 @ South Midland Drive.
PROJECT NO. 16-02490	

BISON CREEK
LAND SERVICES, LLC
FIRM LICENSE NO. 10193880

BISON CREEK LAND SERVICES, LLC 29740 S.H. 64, CANTON, TEXAS 75103 PHONE: (903) 873 - 3600







1-800-245-4545
WWW.TEXASONECALL.COM
TEXAS ONE CALL SYSTEM

STATE OF TEXAS
REGISTERED
TODD FINCHER
5633
PROFESSIONAL
LAND SURVEYOR

Todd Fincher
State of Texas
Registered Professional
Land Surveyor
No. 5633

BORE NOTES:
(1) 4" SCH. 80 A53B ARO PIPE (.337 WALL THICKNESS)
MAX OPERATING PRESSURE 2996 PSI

Barlow's Formula for Casing:
P = 2St/D = 2*(24,500psi)*(0.337")/(4.50") = 3670psi

STATE OF TEXAS
ALLEN M. TAYLOR
131295
LICENSED
PROFESSIONAL ENGINEER

	Coordinates: NAD 83 Texas North Central Zone. Basis of Bearing is the Texas State Plane Coordinate System North Central Zone, NAD 83.
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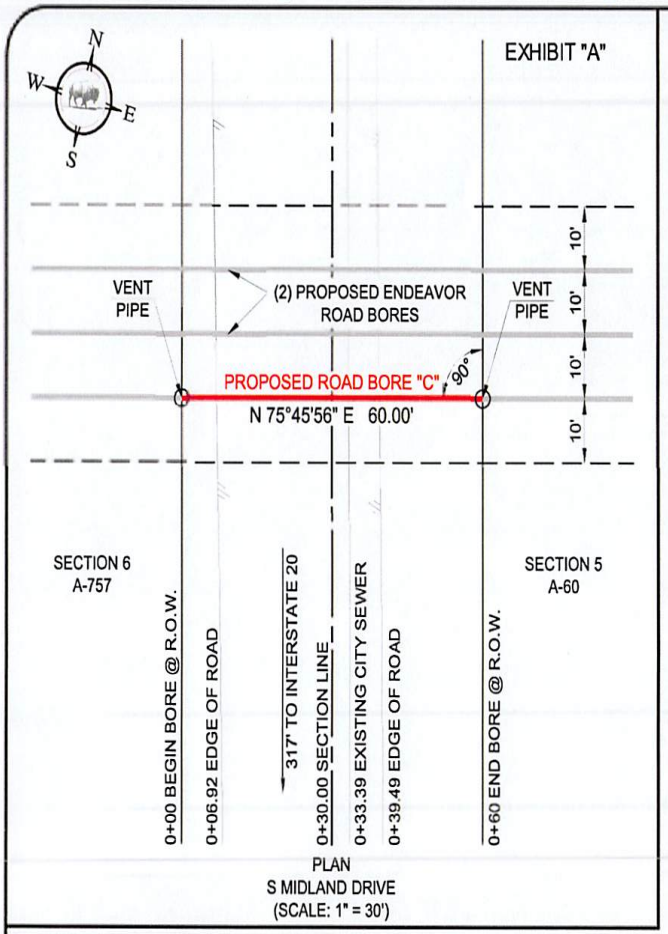
PROPOSED ROAD BORE CROSSING

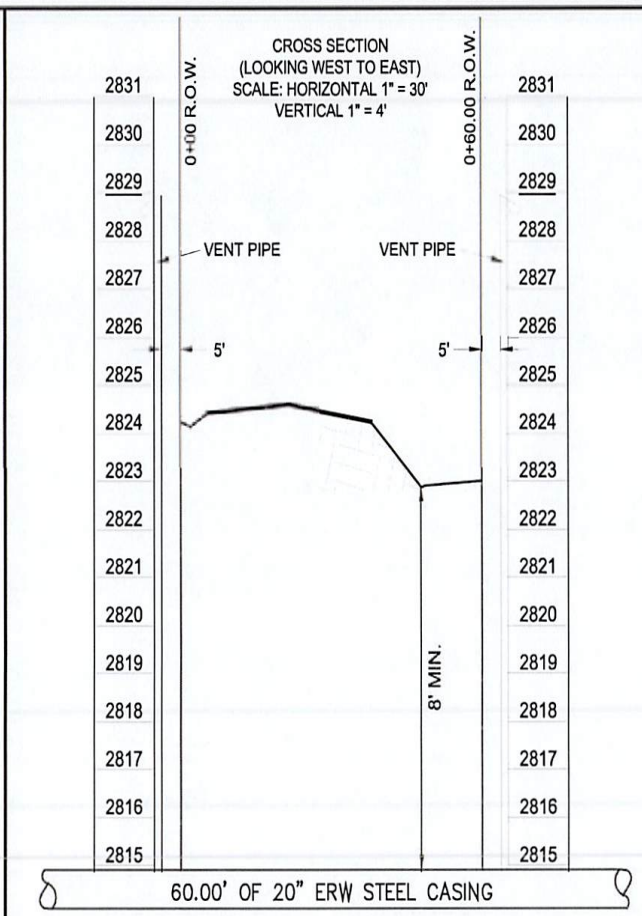
ENDEAVOR ENERGY RESOURCES, L.P.

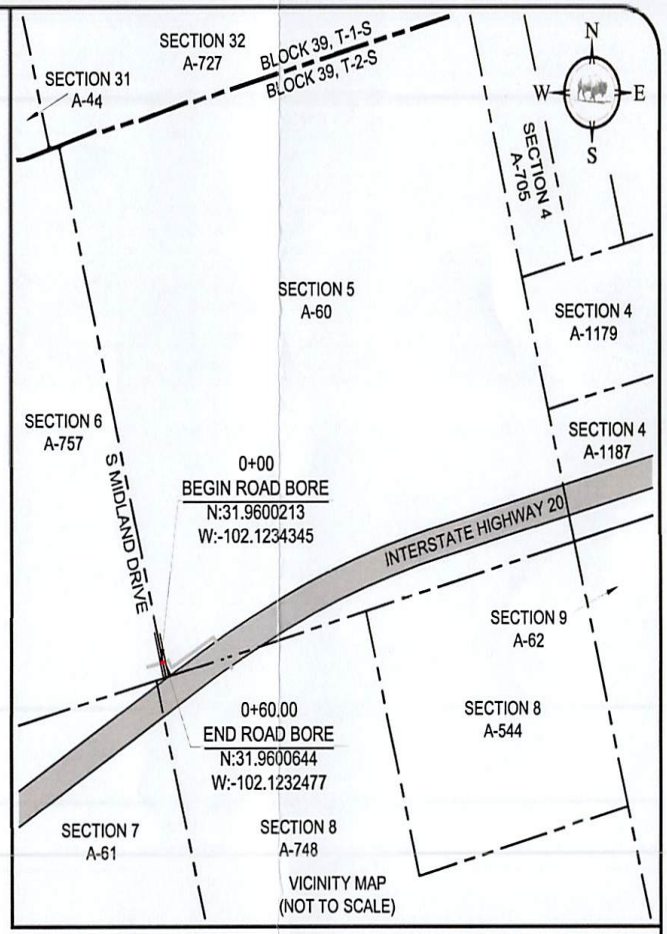
PROPOSED ROAD BORE "A"
IN RIGHT-OF-WAY OF
SOUTH MIDLAND DRIVE
SECTION 5, BLOCK 39, T-2-S
SECTION 6, BLOCK 39, T-2-S
T. & P. RR CO. SURVEY
MIDLAND COUNTY, TX.

SCALE: SHOWN IN ILLUSTRATIONS

C-002221







1-800-245-4545
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TEXAS ONE CALL SYSTEM

STATE OF TEXAS
REGISTERED
TODD FINCHER
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PROFESSIONAL
LAND SURVEYOR

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State of Texas
Registered Professional
Land Surveyor
No. 5633

PRODUCT TYPE: OIL, GAS, AND WATER

STEEL CASING WALL THICKNESS CHART		
MIN. THICKNESS		DIA. OF CASING PIPE
.2500"	1/4"	12" OR LESS
.3125"	5/16"	OVER 12" - 18"
.3750"	3/8"	OVER 18" - 22"
.4375"	7/16"	OVER 22" - 28"

BORE NOTES:
CASING:
(1) 20" ERW A53B STEEL CASING (.375 WALL THICKNESS).

INSIDE CASING:
(7) 4" FLEX STEEL PIPE (.490 WALL THICKNESS)
MAX OPERATING PRESSURE 750 PSI

STEEL CASING NOTES:

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Barlow's Formula for Casing:
P = 2St/D = 2*(24,500psi)*(0.375")/(20") = 920psi

STATE OF TEXAS
ALLEN M. TAYLOR
131295
LICENSED
PROFESSIONAL ENGINEER

PROPOSED ROAD BORE CROSSING

ENDEAVOR ENERGY RESOURCES, L.P.

PROPOSED ROAD BORE "C"
IN RIGHT-OF-WAY OF
SOUTH MIDLAND DRIVE
SECTION 5, BLOCK 39, T-2-S
SECTION 6, BLOCK 39, T-2-S
T. & P. RR CO. SURVEY
MIDLAND COUNTY, TX.

SCALE: SHOWN IN ILLUSTRATIONS

	Coordinates: NAD 83 Texas North Central Zone. Basis of Bearing is the Texas State Plane Coordinate System North Central Zone, NAD 83.
DATE: 02-28-24	
APPROVED: TF	Road bore located 317 feet Northwest of intersection of Interstate Highway 20 @ South Midland Drive.
DRAWN BY: JBH	
PROJECT NO. 16-02490	

BISON CREEK
LAND SERVICES, LLC
FIRM LICENSE NO. 10193880

BISON CREEK LAND SERVICES, LLC 29740 S.H. 64, CANTON,TEXAS 75103 PHONE: (903) 873 - 3600

C–002221

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 10/30/2023

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

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

PRODUCER McGriff Insurance Services, LLC 10100 Katy Freeway, #400 Houston, TX 77043	CONTACT NAME: PHONE (A/C, No, Ext): 713-877-8975 FAX (A/C, No): 713-877-8974 E-MAIL ADDRESS:
INSURED Endeavor Energy Resources, L.P. and Per Attached Named Insureds 110 N Marienfeld, Suite 200 Midland, TX 79701	INSURER(S) AFFORDING COVERAGE / NAIC # INSURER A : Starr Indemnity & Liability Company 38318 INSURER B : Westchester Fire Insurance Company 10030 INSURER C : The First Liberty Insurance Corporation 33588 INSURER D : INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** BK4X52H7 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
C	X COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR X Self-Insured Retention $250,000 X Time Element Poll - Incl GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER:			EB6-641-443771-113	11/01/2023	11/01/2024	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 2,000,000 $ $ $ 2,000,000 $ 4,000,000 $ 4,000,000 $ $ 2,000,000 $ $ $
C	AUTOMOBILE LIABILITY X ANY AUTO X OWNED AUTOS ONLY ☐ SCHEDULED AUTOS X HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY			AS6-641-443771-103	11/01/2023	11/01/2024		
A	☐ UMBRELLA LIAB ☒ OCCUR X EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☐ RETENTION $			1000095483231	11/01/2023	11/01/2024	EACH OCCURRENCE AGGREGATE	$ 5,000,000 $ 5,000,000 $
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ N/A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			WA6-64D-443771-093	11/01/2023	11/01/2024	X PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
B	Excess Liability $5m xs $5m			G27918748009	11/01/2023	11/01/2024	Each Occurrence Aggregate	$ 5,000,000 $ 5,000,000

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

Certificate Holder is included as Additional Insured as respects to General Liability and Automobile Liability as required by written contract subject to policy terms, conditions and exclusions. A Waiver of Subrogation is provided as respects to General Liability, Automobile Liability, Excess Liability and Workers' Compensation as required by written contract subject to policy terms, conditions and exclusions.

CERTIFICATE HOLDER

City of Midland
300 N. Loraine
Midland, TX 79701

CANCELLATION

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

AUTHORIZED REPRESENTATIVE R Michael Breedlove, Jr

ACORD 25 (2016/03) Page 1 of 2 © 1988-2015 ACORD CORPORATION. All rights reserved.
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AGENCY CUSTOMER ID: _____

LOC #: _____

ADDITIONAL REMARKS SCHEDULE

PRODUCER McGriff Insurance Services, LLC	INSURED Endeavor Energy Resources, L.P. and Per Attached Named Insureds
POLICY NUMBER	
CARRIER / NAIC CODE	ISSUE DATE: 10/30/2023

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: _____ FORM TITLE: _____

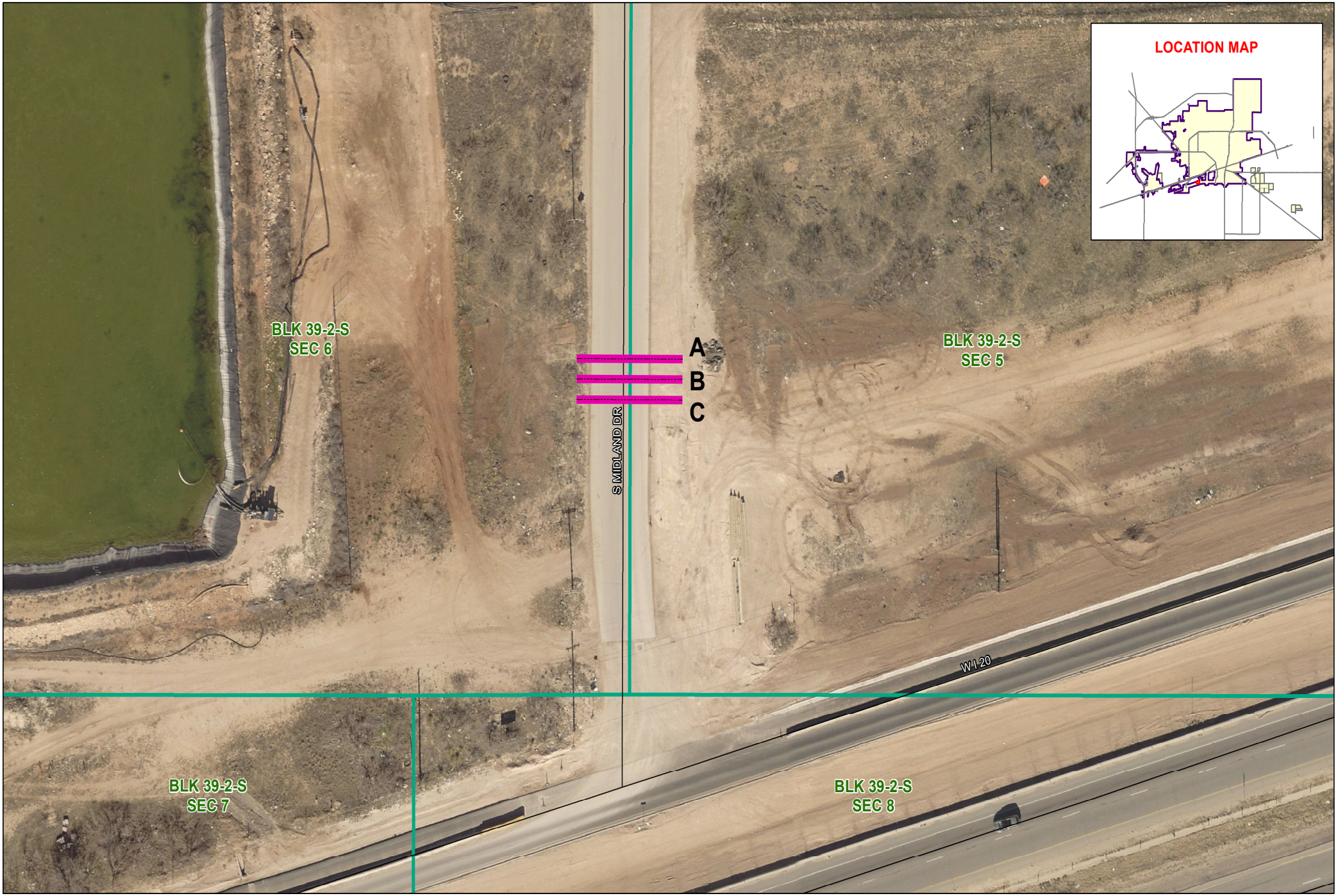
ENDEAVOR ENERGY RESOURCES, L.P.
Named Insured List:
Endeavor Energy Resources L.P. dba EER Energy Services
Endeavor Energy Resources L.P. dba Energy Services Well Servicing Division fka Endeavor Energy Resources, L.P. dba J & L Well Service
Endeavor Energy Resources L.P. dba Energy Services Roustabout Division fka Endeavor Energy Resources, L.P. dba Compadre Roustabout Service
Endeavor Energy Resources L.P. dba Energy Services Wireline Division fka Endeavor Energy Resources, L.P. dba Jones Wireline Service
Endeavor Energy Resources, L.P. dba Electrical Maintenance and Construction
Endeavor Energy Resources, L.P. dba ACS Pump & Supply
Endeavor Petroleum, LLC
Endeavor Energy Resources L.P. dba Energy Services Vehicle Maintenence Division fka Endeavor Energy Resources, L.P. dba Vehicle Service Company
Endeavor Energy Resources L.P. dba Environmental Disposal Systems, LLC

ACORD 101 (2008/01)

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CERTIFICATE NUMBER: BK4X52H7



Date: 3/12/2024

Proposed Road Bore
Street
Survey Section

PACKET

Endeavor Proposed Road Bores
(60 Ft. = 3.64 Rods)

April 9, 2024

0 25 50 Feet

©THE CITY OF MIDLAND - 2024
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: 19

Meeting Date: April 9, 2024

To: City Council / City Manager

From: John Simmons, Manager, Right-of-Way

Subject: MOTION AUTHORIZING THE EXECUTION OF A RIGHT-OF-WAY LICENSE (23-329-039) BETWEEN THE CITY OF MIDLAND AND BRAZOS MIDLAND GAS, LLC, REGARDING CITY-OWNED PROPERTY DESCRIBED AS SECTION 19, BLOCK 36, T-3-S, T&P RR CO. SURVEY, MIDLAND COUNTY, TEXAS. (DISTRICT: NONE) (UTILITIES) (STRONG ECONOMY WITH MORE QUALITY JOBS)

Purpose:

This motion will provide the applicant a 2,998.36 square foot surface area to place a Sixteen-inch (16) Natural Gas, steel construction, above-ground pipeline valve on an existing pipeline on the City of Midland-owned Sprayberry Farm.

This Right-of-Way License is proposed for a single ten (10) year period, paid in advance. Terms are consistent with the City's standard license for facilities of this nature.

Recommended City Council Action:

Approve

Fiscal Impact:

The following fees will be collected:

Application fee (one time): $1,000

Full ten-year term paid in advance ($0.28 per sq. ft. x 2,998.36 sq. ft.) $839 ($1,000.00 minimum)

Total Collected: $2,000.00

Strategic Priority:

(Strong Economy with More Quality Jobs)

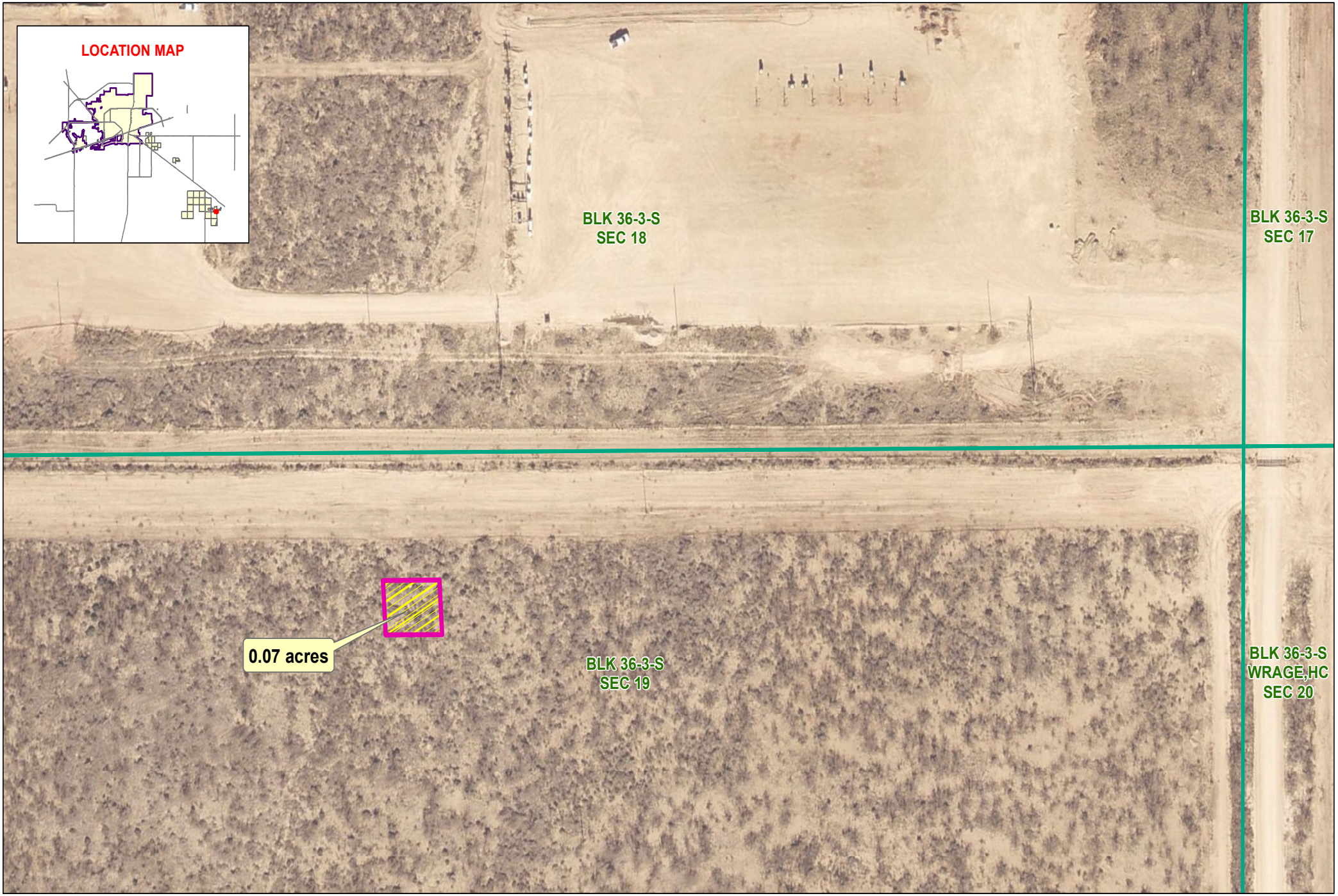
Discussion:

This surface area is part of an existing Right of Way for a common carrier, steel construction pipeline, and will allow an above-ground, Sixteen inches (16) in diameter valve to be built onto the pipeline for safety purposes. The site is located in the northeast corner of section 19 and does not interfere with the City Sprayberry Farm operations.

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



Date: 3/12/2024

Proposed ROW
Survey Section

PACKET 19.3

Brazos Midstream Proposed ROW

April 9, 2024

0 50 100 Feet

©THE CITY OF MIDLAND - 2024
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): 06/14/2023

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

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

PRODUCER
McGriff Insurance Services, LLC
P.O. Box 10265
Birmingham, AL 35202

CONTACT NAME:
PHONE (A/C, No, Ext): 1-800-476-2211 FAX (A/C, No):
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Indian Harbor Insurance Company	36940
INSURER B : Liberty Mutual Fire Insurance Company	23035
INSURER C : Employers Insurance Company of Wausau	21458
INSURER D : United Specialty Insurance Company	12537
INSURER E :	
INSURER F :	

INSURED
Brazos Midstream Management III, LLC including Brazos Midland, LLC
777 Main Street
Suite 3700
Ft. Worth, TX 76102

COVERAGES **CERTIFICATE NUMBER:** KR2679E9 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT LOC OTHER:	X	X	OLS32461123	11/01/2022	11/01/2023	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 $ 3,000,000 $ 3,000,000
B	AUTOMOBILE LIABILITY X ANY AUTO X OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY	X	X	AS2-691-473617-012	11/01/2022	11/01/2023	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
A	UMBRELLA LIAB [X] OCCUR X EXCESS LIAB CLAIMS-MADE DED RETENTION $	X	X	OLXS21271123	11/01/2022	11/01/2023	EACH OCCURRENCE AGGREGATE	$ 5,000,000 $ 5,000,000
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	X	WCC-691-473617-022	11/01/2022	11/01/2023	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
D	Excess Liability	X	X	BTM2211006	11/01/2022	11/01/2023	Limit of Liability Aggregate Excess of	$ 5,000,000 $ 5,000,000 $ 5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Re: Right of Way License. City of Midland is included as Additional Insured and Waiver of Subrogation applies except where not permissible by law if required by written contract.

CERTIFICATE HOLDER

City of Midland
300 N Loraine
Midland, TX 79701

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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Brazos Midstream

VALVE SITE
SECTION 19, BLOCK 36, T-3-S, T. & P. RR. CO. SURVEY, A-501
MIDLAND COUNTY, TEXAS

A valve site located in a tract of land owned by City of Midland, Vol. 1508, Pg 593 Official Public Records, Midland County, Texas located in Section 19, Block 36, T-3-S, T. & P. RR. CO. Survey, A-501, Midland County, Texas:

BEGINNING at the Northeast corner of this pad, whence the Northeast corner of said Section 19 bears N 67°19'48" E, a distance of 864.12 feet;

① Thence S 17°38'26" E, a distance of 50.00 feet to the Southeast corner of this pad;

② Thence S 75°07'45" W, a distance of 60.00 feet to the Southwest corner of this pad;

③ Thence N 17°43'15" W, a distance of 50.00 feet to the Northwest corner of this pad;

④ Thence N 75°07'45" E, a distance of 60.00 feet, to the **POINT OF BEGINNING.**

This description contains 2,998.36 square feet or 0.07 acres.

All bearings are relative to GRID NORTH and were determined by GPS observation.
Bearings and distances shown are relative to **NAD-27** Grid Texas Central Zone.

CERTIFICATION:

THE INFORMATION IN THIS DRAWING WAS DERIVED FROM FIELD NOTES OR ELECTRONIC DATA OF AN ACTUAL ON-THE-GROUND SURVEY MADE UNDER MY SUPERVISION AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF. THE INFORMATION HEREON IS FOR RIGHT-OF-WAY ACQUISITION PURPOSES ONLY AND DOES NOT CONSTITUTE A COMPLETE BOUNDARY SURVEY AS DEFINED BY THE T.B.P.L.S. "PROFESSIONAL LAND SURVEYING PRACTICES ACT". ALL LANDOWNER INFORMATION, PROPERTY LINES, AND DESCRIPTIONS ARE SHOWN BASED ON DATA PROVIDED BY BRAZOS MIDSTREAM.

STATE OF TEXAS REGISTERED WILLIAM J. KEATING 5041 PROFESSIONAL LAND SURVEYOR

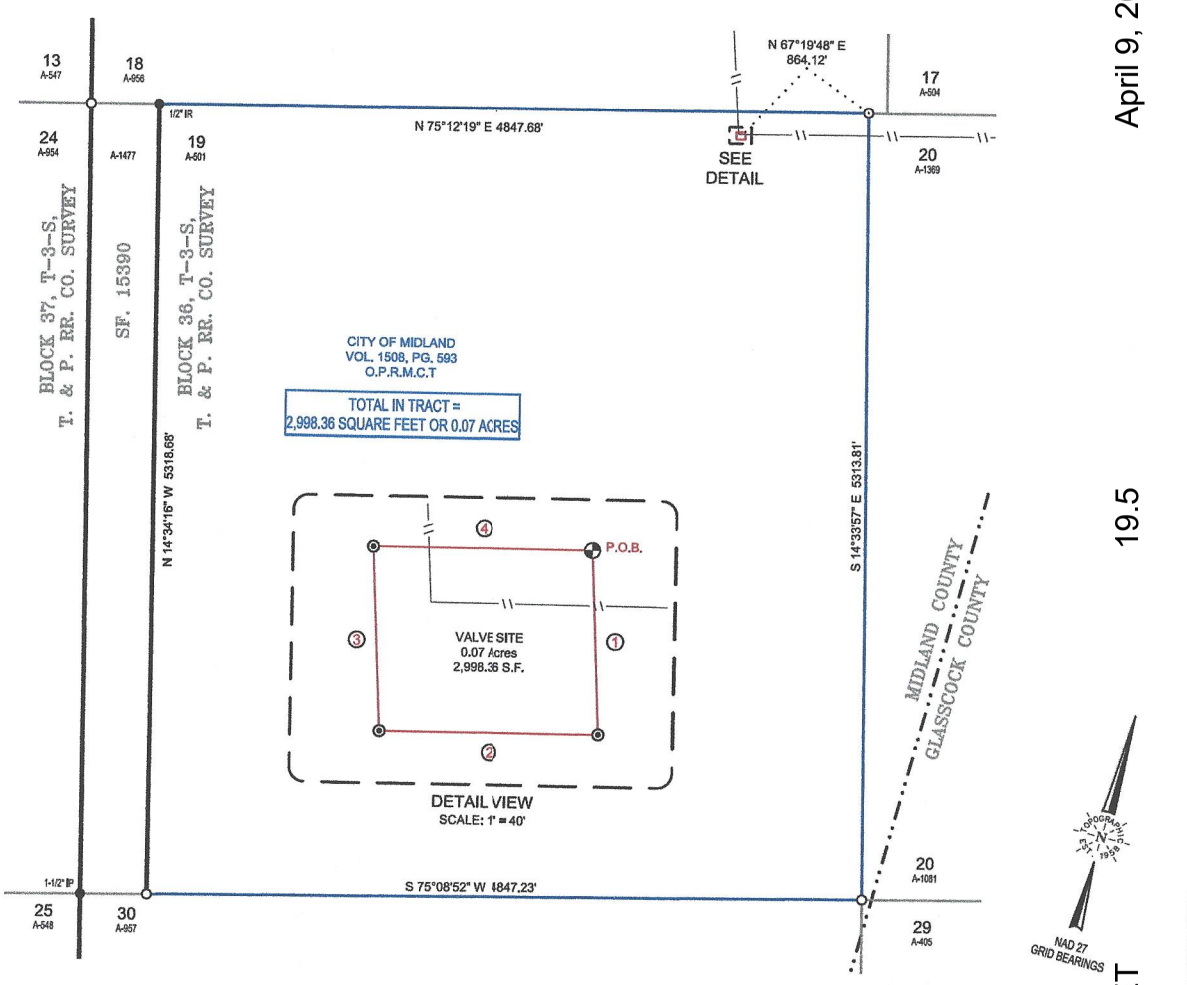
Texas Reg. No. 5041 Signature Date 03/08/24

TOPOGRAPHIC
LOYALTY INNOVATION LEGACY
2903 NORTH BIG SPRING • MIDLAND, TEXAS 79705
TELEPHONE: (432) 682-1653 OR (800) 767-1653 • FAX (432) 682-1743
TEXAS FIRM REGISTRATION NO. 10042500
WWW.TOPOGRAPHIC.COM

FILE NAME: BO_CENTRAL_TRUNK_LINE_SEC19

LEGEND
- Section Line
- Block Line
- Found Monument
- Calculated Corner
- Existing Pipeline

Exhibit A



Orig. Doc. 8.5x14	Surveyed: 01/03/24		
PROJECT PAGE: 1 OF 1		COGO: 723-119338	Drawn By: CSG; 01/15/2024
			Revision: ( ) Date Revised: / /

April 9, 2024

19.5

PACKET

RIGHT OF WAY LICENSE

THE STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF MIDLAND §

Date:	April 10, 2024
Licensor:	CITY OF MIDLAND, TEXAS, a home-rule municipal corporation
Licensor's Representative:	Tommy Gonzalez, City Manager
Licensor's Mailing Address:	P.O. Box 1152 Midland, Texas 79702
Licensee:	**Brazos Midland Gas, LLC**
Licensee's Representative:	**Matt Montgomery**
Licensee's Mailing Address:	777 Main St. Ste. 3700 Fort Worth, Texas 76012
Property:	As described in Article III below
License Number:	**24-329-003**

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 ONE THOUSAND DOLLARS and No/100 Dollars ($1,000.00) ("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 the locations 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 locations, a 2,2998.36 square foot surface site to place a sixteen (16) inch natural gas, steel construction, above ground pipeline valve and to have the right of ingress and egress at convenient points for such purpose (the "Property"). **Licensee shall provide Licensor with a complete as-built survey within sixty (60) days of completion of the 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 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. Intentionally omitted.

E. Approval of Bids. Before Licensee seeks bids on any phase of the repair of public streets, alleys, water lines, sewer lines or any other public utilities, 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 SURFACE SITE, ABOVE GROUND VALVE OR OTHER PERMITTED FACILITIES 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 portion of the surface site, the above ground valve, or other permitted facilities 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 portion of the surface site, the above ground valve, or any other property of Licensee, such alteration or change or relocation shall be commenced and completed by Licensee within one hundred eighty (180) days after being ordered in writing by Licensor pursuant to directions from Licensor 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 ANY PORTION OF THE SURFACE SITE, THE ABOVE GROUND VALVE, 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 SURFACE SITE, THE ABOVE GROUND VALVE, 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:_____
Tommy Gonzalez, City Manager

ATTEST:

_____
Marcia Bentley-German, City Secretary

APPROVED AS TO CONTENT AND COMPLETENESS:

_____
Carl Craigo, Director of Utilities

APPROVED ONLY AS TO FORM:

_____
John Ohnemiller, City Attorney

LICENSEE:
BRAZOS MIDLAND GAS, LLC

By: _____
Printed Name: Matt Montgomery
Title: Vice President of Engineering

THE STATE OF Texas §
§
COUNTY OF Tarrant §

BEFORE ME, the undersigned authority, on this 25 day of March, 2024 personally appeared Matt Montgomery an officer of Brazos Midland Gas, LLC known to me to be the person and official whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same as the act and deed of said entity, for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 25 day of March, 2024.

_____
Notary Public, State of Texas

KIRA DIANE PLOST
Notary Public, State of Texas
Comm. Expires 05-31-2026
Notary ID 131588281

Brazos Midstream

VALVE SITE
SECTION 19, BLOCK 36, T-3-S, T. & P. RR. CO. SURVEY, A-501
MIDLAND COUNTY, TEXAS

A valve site located in a tract of land owned by City of Midland, Vol. 1508, Pg 593 Official Public Records, Midland County, Texas located in Section 19, Block 36, T-3-S, T. & P. RR. CO. Survey, A-501, Midland County, Texas:

BEGINNING at the Northeast corner of this pad, whence the Northeast corner of said Section 19 bears N 67°19'48" E, a distance of 864.12 feet;

① Thence S 17°38'26" E, a distance of 50.00 feet to the Southeast corner of this pad;

② Thence S 75°07'45" W, a distance of 60.00 feet to the Southwest corner of this pad;

③ Thence N 17°43'15" W, a distance of 50.00 feet to the Northwest corner of this pad;

④ Thence N 75°07'45" E, a distance of 60.00 feet, to the **POINT OF BEGINNING**.

This description contains 2,998.36 square feet or 0.07 acres.

All bearings are relative to GRID NORTH and were determined by GPS observation.
Bearings and distances shown are relative to **NAD-27** Grid Texas Central Zone.

CERTIFICATION:

THE INFORMATION IN THIS DRAWING WAS DERIVED FROM FIELD NOTES OR ELECTRONIC DATA OF AN ACTUAL ON-THE-GROUND SURVEY MADE UNDER MY SUPERVISION AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF. THE INFORMATION HEREON IS FOR RIGHT-OF-WAY ACQUISITION PURPOSES ONLY AND DOES NOT CONSTITUTE A COMPLETE BOUNDARY SURVEY AS DEFINED BY THE T.B.P.L.S. "PROFESSIONAL LAND SURVEYING PRACTICES ACT". ALL LANDOWNER INFORMATION, PROPERTY LINES, AND DESCRIPTIONS ARE SHOWN BASED ON DATA PROVIDED BY BRAZOS MIDSTREAM.

STATE OF TEXAS REGISTERED WILLIAM J. KEATING 5041 PROFESSIONAL LAND SURVEYOR

William J. Keating

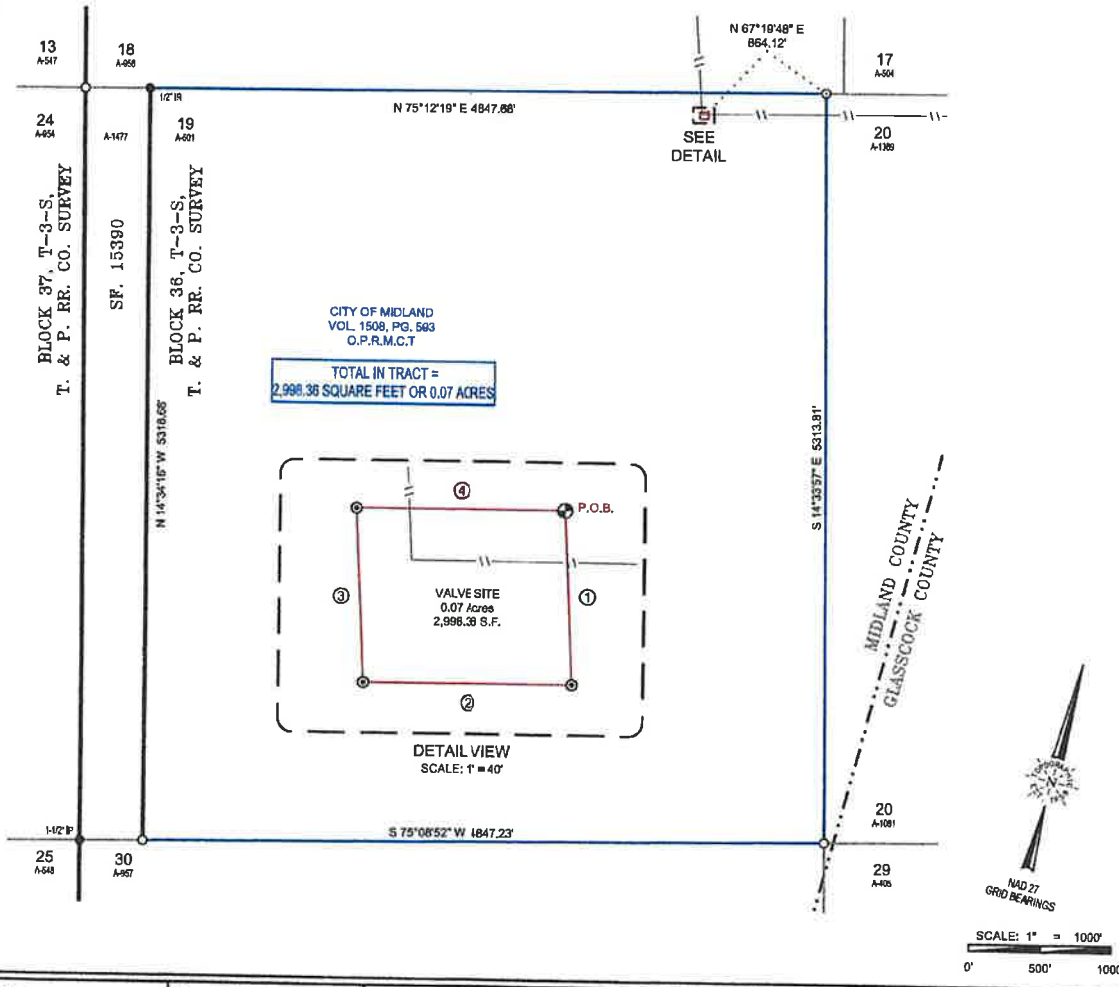
Texas Reg. No. 5041 Signature Date 03/08/24

TOPOGRAPHIC
LOYALTY INNOVATION LEGACY
2903 NORTH BIG SPRING • MIDLAND, TEXAS 79705
TELEPHONE: (432) 682-1653 OR (800) 767-1653 • FAX (432) 682-1743
TEXAS FIRM REGISTRATION NO. 10042500
WWW.TOPOGRAPHIC.COM

FILE NAME: BO_CENTRAL_TRUNK_LINE_SEC19

LEGEND
- Section Line
- Block Line
- Found Monument
- Calculated Corner
- Existing Pipeline

Exhibit A



Orig. Doc. 8.5x14	Surveyed: 01/03/24	COGO: 723-119338	Drawn By: CSG; 01/15/2024
PROJECT PAGE: 1 OF 1			Revision: ( ) Date Revised: / /

April 9, 2024 19.21 PACKET

City Council Meeting

Item Number: 20

Meeting Date: March 19, 2024, April 9, 2024

To: City Council / City Manager

From: Diana Geerts, Senior Planner

Subject: AN ORDINANCE VACATING AND ABANDONING AN 897-SQUARE FOOT PORTION OF WEST TENNESSEE AVENUE RIGHT-OF-WAY AND A 925-SQUARE FOOT PORTION OF WEST OHIO AVENUE RIGHT-OF-WAY, BOTH LOCATED ADJACENT TO BLOCK 8, ORIGINAL TOWN ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED AT THE SOUTHEAST CORNER OF THE INTERSECTION OF WEST TENNESSEE AVENUE AND NORTH LORAINE STREET, AND AT THE NORTHEAST CORNER OF THE INTERSECTION OF WEST OHIO AVENUE AND NORTH LORAINE STREET); ADOPTING THE APPRAISAL BY THE ASSISTANT CITY MANAGER OF $3,644.00; RETAINING A NONEXCLUSIVE UTILITY EASEMENT; AND ORDERING RECORDATION BY THE CITY SECRETARY (DISTRICT 2) (DEVELOPMENT SERVICES) (QUALITY OF LIFE AND PLACE)

Purpose:

Landgraf, Chutcher, & Associates, is requesting to vacate a 897-square-foot portion of street right of way of West Tennessee Avenue and a 925 square-foot portion of street right of way of West Ohio Avenue to enhance the development.

Recommended City Council Action:

Approve

Fiscal Impact:

The 2024 appraised value of the right-of-way is a total value of $3,644.00.

Strategic Priority:

(Quality of Life and Place)

Discussion:

The applicant is seeking to vacate a 897-square-foot portion of street right or way of West Tennessee Avenue adjacent to the NW/4 of Block 8, Homestead Addition, and a 925 square-foot portion of street right of way of West Ohio Avenue, located adjacent to the SW/4 of Block 8, Original Town of Midland Addition, City and County of Midland, Texas to utilize these areas in the master plan of development.

The Midland Central Appraisal District's appraisal of this land at a total of $3,644.00 using the formula of 897 X $2.00 sq ft = $1,794.00 and 925 X $2.00 sq ft.=1,850.00

The property owner will take ownership of the portion of right-of-way, along with any maintenance and upkeep.

This request has been circulated and reviewed by all pertinent City departments and franchise utility companies. Their comments, conditions, and requests are as follows:

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)

In legal description, please say "City and County of Midland, Texas."

Oil and Gas: (Approved)

No Oil & Gas Issues.

AT&T: (Approved)

We don't show cable going down that road. If we did, we would be down the sides, not in the

center.

Atmos: (Approved)

W Tennessee- Atmos Energy has no objection to the above-referenced changes to the street right of way located on W. Tennessee and east of Lorraine. We currently have no gas lines or facilities located within this section of right of way proposed to be vacated.
Please let me know if you have any further questions.

W Ohio- Atmos Energy has no objection to the above-referenced changes to the street right of way located on W. Ohio and east of Lorraine. We currently have no gas lines or facilities located within this section of right of way proposed to be vacated.
Please let me know if you have any further questions.

Astound: (Approved)

W Ohio- We have service on the pole line that runs North and South in between the parking lot and the building.

W Tennessee- This would be the same service running North and south in between the parking lot and the building then turns east on Tennessee Ave.

Oncor: (Approved)

W Ohio & W Tennessee- Checking into Oncor mapping program and the survey that has been provided, Oncor is clear and can move forward with the vacation. Please let me know if there is anything you may need.

Altice USA: (Approved)

No Comment.

MCAD: (Approved)

Please see information above for W Ohio.
Map R34998 to find area.

925 X $2.00 sq ft = 1850 Value

Please see information above for W Tennessee.
To map use R35000

897 X $2.00 sq ft = $1,794.00 Value

Planning:

Pertinent City departments and franchise utility companies have reviewed this vacation request

and have approved the request.

Therefore, staff recommends approval of this vacation subject to conditions A through B.

Conditions:

A. **That the value of the property shall be $$3,644.00.**

B. **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 March 18, 2024, staff has not received any letters of objection to this request.

Attachments:

Metes & Bounds (Exhibit A)
Vacation Survey (Exhibit B)
Application
Maps
Responses from Franchise Utility Companies

Morris Williams Jr.

City Manager's Office

ORDINANCE NO. _____

AN ORDINANCE VACATING AND ABANDONING AN 897-SQUARE FOOT PORTION OF WEST TENNESSEE AVENUE RIGHT-OF-WAY AND A 925-SQUARE FOOT PORTION OF WEST OHIO AVENUE RIGHT-OF-WAY, BOTH LOCATED ADJACENT TO BLOCK 8, ORIGINAL TOWN ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED AT THE SOUTHEAST CORNER OF THE INTERSECTION OF WEST TENNESSEE AVENUE AND NORTH LORAINE STREET, AND AT THE NORTHEAST CORNER OF THE INTERSECTION OF WEST OHIO AVENUE AND NORTH LORAINE STREET); ADOPTING THE APPRAISAL BY THE ASSISTANT CITY MANAGER OF $3,644.00; RETAINING A NONEXCLUSIVE UTILITY EASEMENT; AND ORDERING RECORDATION BY THE CITY SECRETARY

WHEREAS, it has been determined by the Midland City Council that an 897-square foot portion of West Tennessee Avenue right-of-way and a 925-square foot portion of West Ohio Avenue right-of-way, both located adjacent to Block 8, Original Town Addition, City and County of Midland, Texas, as described in Exhibits "1" and "2" attached hereto and made a part hereof for all legal purposes (collectively, the "Property"), are 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 Assistant City Manager has appraised the value of the City's property interest in the Property at $3,644.00, as shown in Exhibit "3" 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 $3,644.00; 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., 2024; 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., 2024, at a regular meeting of the City Council:

Council members voting "AYE":

Council members voting "NAY":

PASSED AND APPROVED THIS _____ day of _____, A.D., 2024.

_____
Lori Merritt Blong, Mayor

ATTEST:

_____
Marcia Bentley-German, City Secretary

APPROVED AS TO CONTENT
AND COMPLETENESS:

_____
Elizabeth Triggs, Planning and Development Officer

APPROVED ONLY AS TO FORM:

_____
John Ohnemiller, City Attorney

EXHIBIT "1"

PORTION OF
TENNESSEE AVENUE

LCA

ENVIRONMENTAL • CIVIL ENGINEERING • LAND SURVEYING

lca@lcaodessa.com
521 N. Texas Ave. • Odessa, Texas 79761
(432) 332-5058 or 580-8812 • Fax (432) 332-8812
Engineering Firm# 001363 • Surveying Firm# 10034300

EXHIBIT "A"
897 SQUARE FEET OR 0.0206 ACRE STREET RIGHT-OF-WAY ABANDONMENT OF W. TENNESSEE AVENUE ADJACENT TO THE NW/4 OF BLOCK 8, HOMESTEAD ADDITION, CITY OF MIDLAND, TEXAS

BEING 897 SQUARE FEET OR 0.0206 ACRE STREET RIGHT-OF-WAY ABANDONMENT ADJACENT TO THE NW/4 OF BLOCK 8, HOMESTEAD ADDITION RECORDED IN VOLUME 1, PAGE 242, AND BEING NORTH OF AND ADJACENT TO THAT PROPERTY OF GGB LEASING, L.P. DESCRIBED AS PARCEL 1, RECORDED IN DOCUMENT NO. 2018-28546, OF THE OFFICIAL PUBLIC RECORDS OF MIDLAND COUNTY, TEXAS AND BEING THE CALLED NORTH 100 FEET OF THE NW/4 OF BLOCK 8, OF THE ORIGINAL TOWN OF MIDLAND, AN ADDITION TO THE CITY OF MIDLAND, TEXAS RECORDED IN VOLUME 3, PAGE 232, AND SAID HOMESTEAD ADDITION RECORDED IN VOLUME 1, PAGE 242, BOTH OF THE DEED RECORDS OF MIDLAND COUNTY, TEXAS.

BEGINNING AT (Y= 10,695,974.45'AND X= 1,756,608.01') A POINT IN THE SOUTH LINE OF W. TENNESSEE AVENUE AN 80-FOOT WIDE PUBLIC RIGHT OF WAY AS SHOWN ON THE RECORDED PLAT OF SAID HOMESTEAD ADDITION FOR THE NORTHEAST CORNER OF THE SAID GGB LEASING PROPERTY AND BEING IN THE WEST LINE OF A 20-FOOT ALLEY FROM WHICH A FOUND PK NAIL WITH WASHER (CONTROL MONUMENT) FOR THE NORTHEAST CORNER OF SAID BLOCK 8, OF HOMESTEAD ADDITION BEARS NORTH 89°25'50" EAST 160.56 FEET ALSO FROM SAID NORTHEAST CORNER OF THE GGB LEASING PROPERTY A FOUND 1/2 INCH IRON ROD (CONTROL MONUMENT) IN THE WEST LINE OF SAID 20-FOOT ALLEY FOR THE SOUTHEAST CORNER OF THE GGB LEASING PROPERTY BEARS SOUTH 00°35'51" EAST 100.75 FEET;

THENCE SOUTH 89°25'50" WEST, ALONG THE SOUTH LINE OF SAID W. TENNESSEE AVENUE A DISTANCE OF 140.00 FEET TO POINT IN THE EAST LINE OF SAID N. LORAINE STREET AN 80-FOOT WIDE PUBLIC RIGHT OF WAY AS SHOWN ON THE RECORDED PLAT OF SAID HOMESTEAD ADDITION FOR THE NORTHWEST CORNER OF THE SAID GGB LEASING PROPERTY FROM WHICH A FOUND 3/4 INCH IRON ROD IN CONCRETE (CONTROL MONUMENT) FOR THE SOUTHWEST CORNET OF THE GGB LEASING PROPERTY BEARS SOUTH 00°35'51" EAST 100.56 FEET;

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THENCE NORTH 89°31'53" EAST 13 FEET SOUTH OF AND PARALLEL TO THE EXISTING BACK OF CURB OF W. TENNESSEE AVENUE A DISTANCE OF 140.00 FEET TO A SET 1/2 INCH IRON ROD WITH CAP MARKED "LCA ODESSA TX" FOR THE NORTHEAST CORNER OF THIS STREET RIGHT OF WAY ABANDONMENT DESCRIBED;

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BEARINGS AND COORDINATES ARE RELATIVE TO THE TEXAS COORDINATE SYSTEM, 1983 NAD, CENTRAL ZONE, BASED ON THE CITY OF MIDLAND GPS CONTROL MONUMENT "E89-6405" (Y=10,695,261.89' AND X=1,754,276.95' WITH A THETA ANGLE OF -00°54'03.551" WITH A COMBINED GRID FACTOR OF 0.999900197 AS PUBLISHED IN US SURVEY FEET.

LCA

Randy Anderson

RANDY A. ANDERSON, RPLS 5403
FEBRUARY 05, 2023
LCA PROJECT NO. 2022-044
EXHIBIT "B" ACCOMPANIES THIS DESCRIPTION

STATE OF TEXAS
REGISTERED
RANDY A. ANDERSON
5403
PROFESSIONAL
LAND SURVEYOR

EXHIBIT "B"

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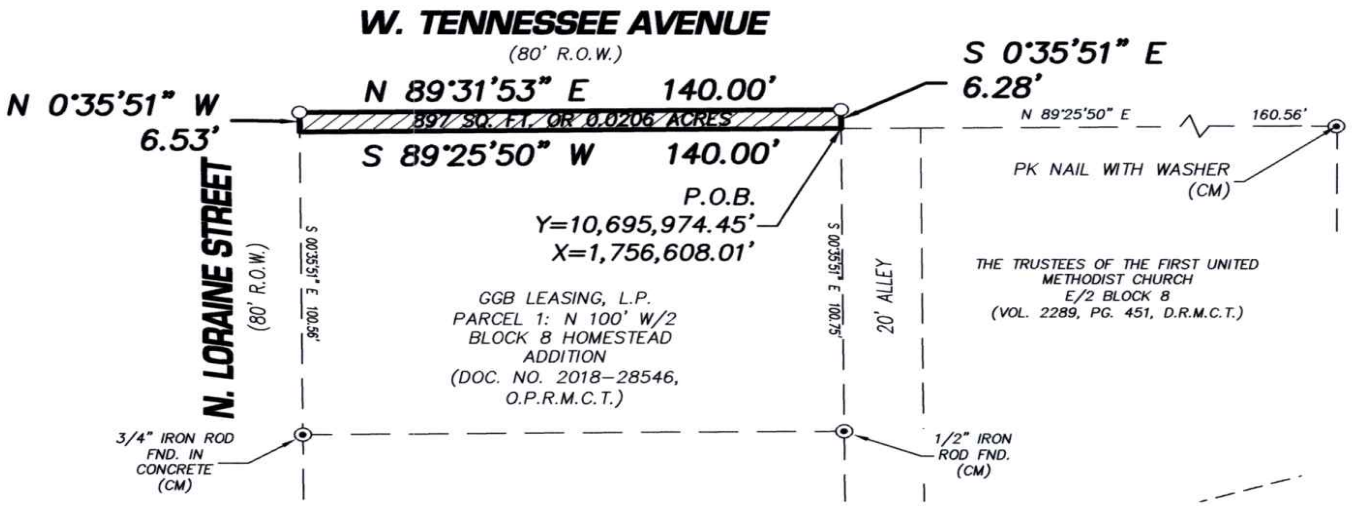
LEGEND

⊙	FOUND 1/2" I.R. W/CAP UNLESS OTHERWISE NOTED
○	SET 1/2" I.R. W/CAP MARKED "LCA ODESSA TX" UNLESS OTHERWISE NOTED
O.P.R.M.C.T.	OFFICIAL PUBLIC RECORDS MIDLAND COUNTY RECORDS
(CM)	CONTROL MONUMENT

N
W E
S

50' 0 50'

SCALE : 1" = 50'



STATE OF TEXAS
COUNTY OF ECTOR

I, Randy A. Anderson, a Registered Professional Land Surveyor, No. 5403, do hereby certify that the above plat represents a survey actually made on the ground by me or under my direct supervision and is true and correct to the best of my knowledge and belief.

LCA

Randy A. Anderson, R.P.L.S. #5403
Date: February 05, 2023

STATE OF TEXAS
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EXHIBIT "2"

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EXHIBIT "A"
925 SQUARE FEET OR 0.0212 ACRE STREET RIGHT-OF-WAY ABANDONMENT OF W. OHIO AVENUE ADJACENT TO THE SW/4 OF BLOCK 8, ORIGINAL TOWN OF MIDLAND ADDITION, CITY OF MIDLAND, TEXAS

BEING A 925 SQUARE FEET OR 0.0212 ACRE STREET RIGHT-OF-WAY ABANDONMENT ADJACENT TO THE SW/4 OF BLOCK 8, ORIGINAL TOWN OF MIDLAND ADDITION RECORDED IN VOLUME 3, PAGE 232, OF THE DEED RECORDS OF MIDLAND COUNTY, TEXAS AND BEING SOUTH OF AND ADJACENT TO THAT PROPERTY OF GGB LEASING, L.P. DESCRIBED IN DOCUMENT NO. 2022-1681, OF THE OFFICIAL PUBLIC RECORDS OF MIDLAND COUNTY, TEXAS BEING THE CALLED SW/4 OF BLOCK 8, OF SAID ORIGINAL TOWN OF MIDLAND ADDITION.

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LCA

RANDY A. ANDERSON, RPLS 5403
FEBRUARY 05, 2024
LCA PROJECT NO. 2022-044
EXHIBIT "B" ACCOMPANIES THIS DESCRIPTION



EXHIBIT "B"

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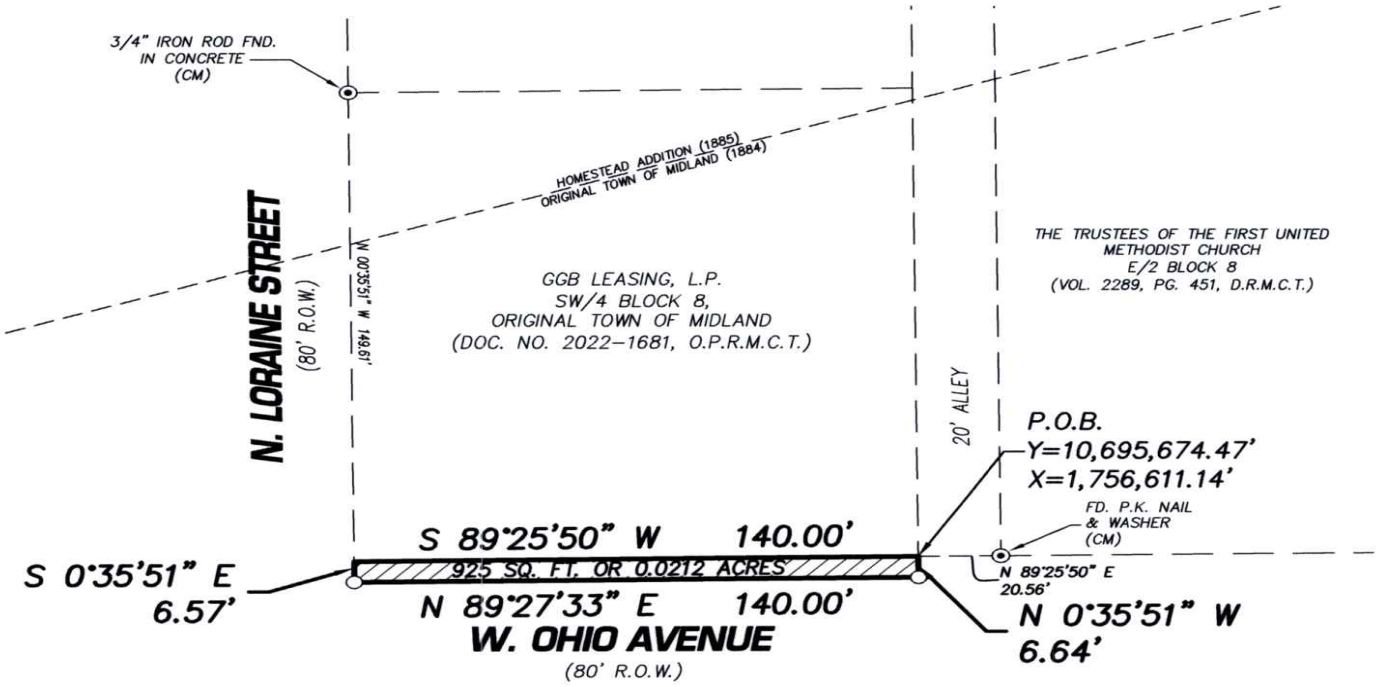
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Phone # (432) 332-5058 E-Mail : lca@lcaodessa.com

LCA JOB No. 2022-044

EXHIBIT "3"

APPRAISAL LETTER

MIDLAND
Feel the Energy!

Office of the City Manager

February 27, 2024

Midland City Council
City of Midland, Texas

RE: Request for vacation of an 897-square foot portion of West Tennessee Avenue right-of-way and a 925-square foot portion of West Ohio Avenue right-of-way, both located adjacent to Block 8, Original Town of Midland 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 $3,644.00. 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,

Jose Ortiz
Assistant City Manager

300 N. Loraine, Midland TX 79701 • 432-685-7202 • Fax 432-686-1600

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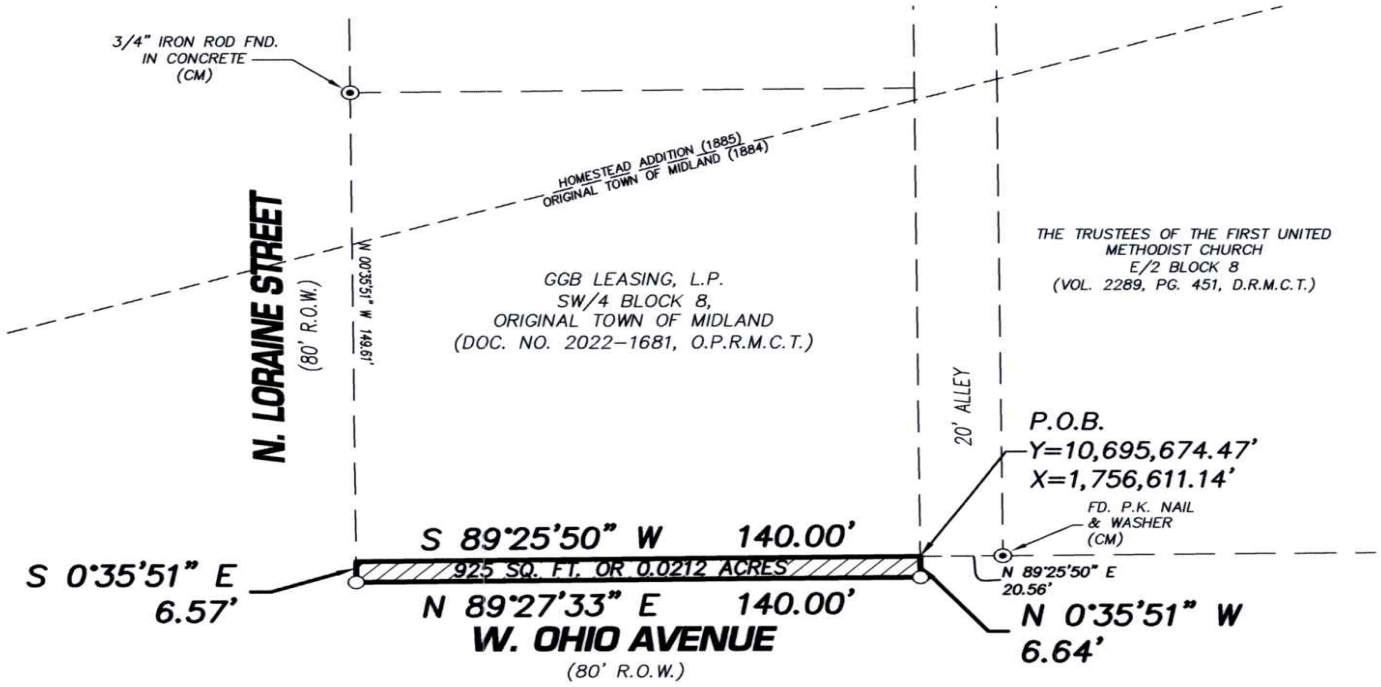
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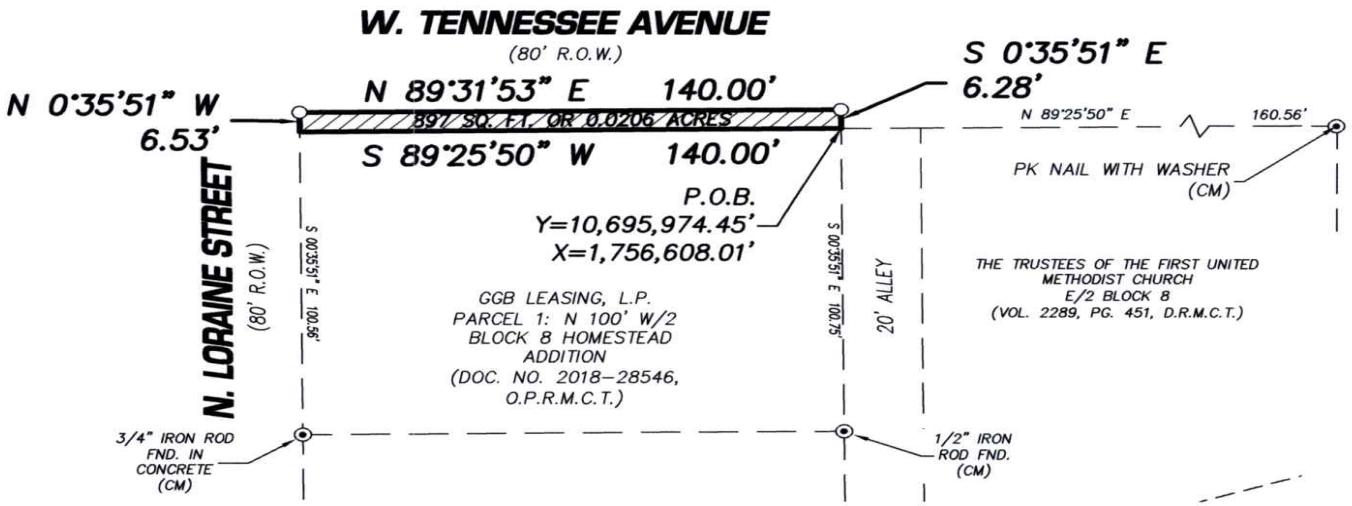
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NOTES:
1. BEARINGS, DISTANCES AND COORDINATES ARE RELATIVE TO THE TEXAS COORDINATE SYSTEM, 1983 NAD, CENTRAL ZONE, BASED ON THE CITY OF MIDLAND GPS CONTROL MONUMENT "E89-6405" (Y=10,695,261.89' AND X=1,754,276.95', NAVD 29) WITH A THETA ANGLE OF -00°54'03.551" WITH A COMBINED GRID FACTOR OF 0.999900197 AS PUBLISHED IN US SURVEY FEET.
2. IMPROVEMENTS, EASEMENTS, AND RIGHTS-OF-WAY THAT MAY AFFECT THIS TRACT ARE NOT SHOWN ON THIS SURVEY.
3. A METES AND BOUNDS DESCRIPTION EXHIBIT "A", ACCOMPANIES THIS EXHIBIT B.

LCA
Personal Service, Today and Tomorrow
ENVIRONMENTAL • CIVIL ENGINEERING • LAND SURVEYING
5521 North Texas, Odessa Tx. 79764 F-10034300
Phone # (432) 332-5058
E-Mail : lca@lcaodessa.com

LCA JOB No. 2022-044

MIDLAND
Planning Division

Vacate Right-of-Way/Public Utility Easement/Land/Street Application

Project Number: _____

Case Number: _____

Applicant *(if acting as Agent, see affidavit on page 2)* Printed Name: Landgraf, Chutcher & Associates (Agent)		Phone (432) 332-5058 Email	
Address 521 N. Texas Avenue	City Odessa	State Texas	Zip 79761

Application is hereby made to the City Council to vacate the following:

- ☐ Right-of-Way
- ☐ Public Utility Easement
- ☐ Land
- ■ Street

Description of Address: 1. W. Tennessee Avenue - Adjacent to 410 N. Loraine Street
2. W. Ohio Avenue - Adjacent to 106 W. Ohio Street

Reason for Request: The Client will utilize these areas in the master plan of development.

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: These closures will enhance the development and will not affect the public welfare.

Submittal and Fees

Items to be submitted with this application form:

- Application Fee – Payable to the 'City of Midland'
- Sealed metes and bounds description of the property to be vacated (included on the map) and total square feet of vacation. Include ownership, legal and deed information for adjacent property owners
- Digital Copies of Survey (PDF/JPEG)

Utility Company Approval

Clearance is needed from the following utility companies:

- City of Midland
- AT&T
- Atmos Energy
- Suddenlink Cable TV Co.
- Oncor Electric
- Grande Communications

The City will route the request to these companies, but it is the applicant's responsibility to ensure clearance has been obtained to resolve any issues that may arise.

Policies

1. If the vacation request involves only a portion of a section right-of-way, such that approval would not affect the public's ability to travel along said right-of-way, then the request will be scheduled for consideration by the City Council. No public hearing will be needed.

2. If the vacation request involves an entire section of right-of-way, such that approval would cause the public to lose all rights to use it, then the following procedures apply:

   a. Nearby land owners who have a reasonable expectation to use said right-of-way, as determined by the Transportation Division, must first agree to the proposed vacation. It is the applicant's responsibility to obtain a letter of concurrence signed by the affected landowners.

   b. If all letters are received indicating that the affected landowners agree to the request, then a public hearing before the City Council will be scheduled. The Planning 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): Randy Anderson (AGENT)		Date: 12-19-23
Affected Property Owners:		
Signature:	Print:	Date:
Signature:	Print:	Date
Signature:	Print:	Date
Signature:	Print:	Date

The Vacation of right-of-way/public utility easement/land/street shall be considered officially received in the Planning office only when it has been submitted in full compliance with the provisions of Section 212 of the Texas Local Government Code and the Zoning Code of Ordinances of the City of Midland and when such required items for the application are also received.

All materials, including exhibits, submitted in support of an application, or displayed during a public hearing, shall remain the property of the City of Midland.

FOR OFFICE USE ONLY

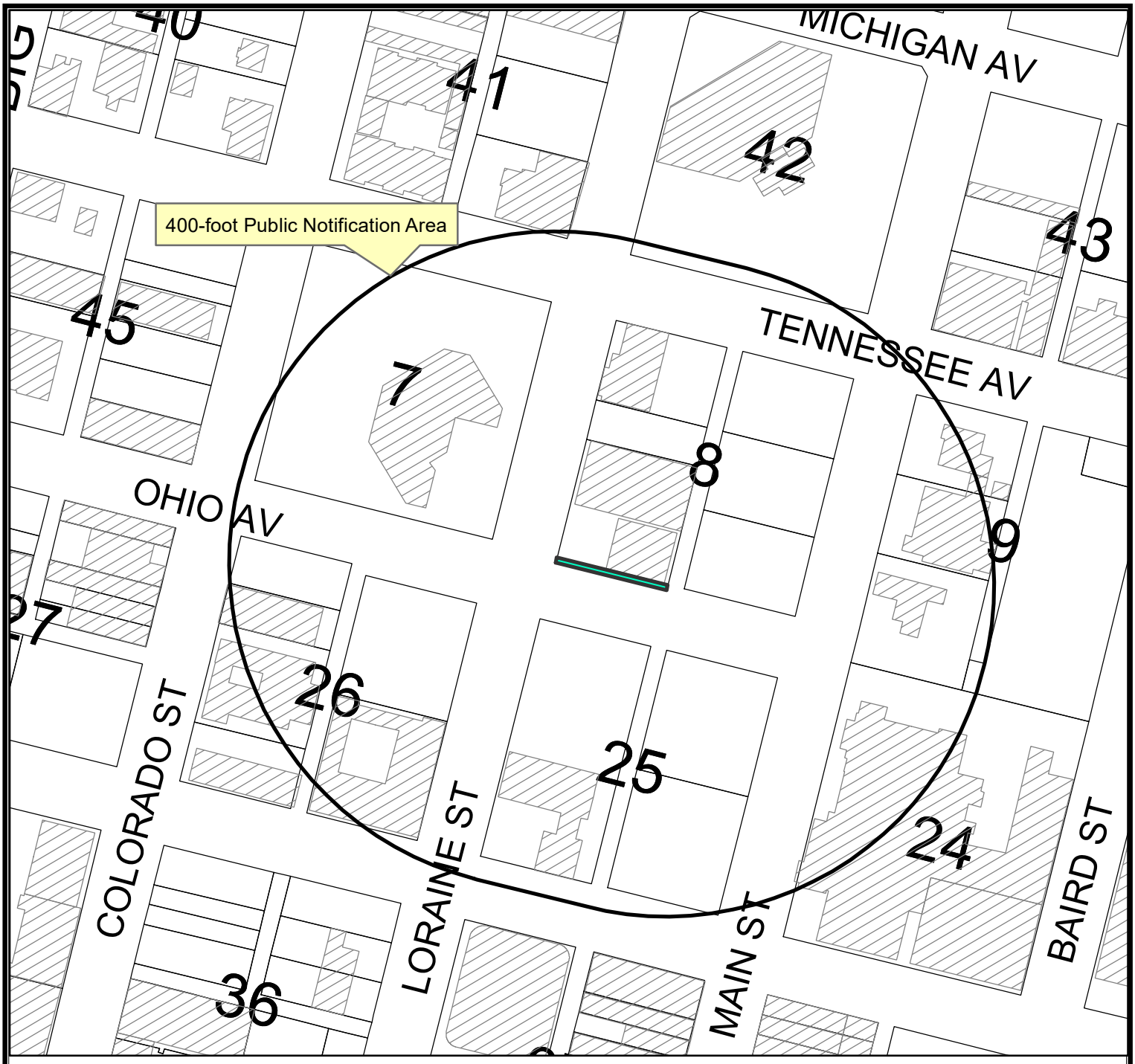
☐ 1 FOLDED Copy of Survey ☐ Survey in Digital Format (PDF/JPEG)

☐ Application Fee

Check #_____

Received By:	Date:

****Application will not be considered for scheduling until reviewed by a planner.****



LOCATION MAP

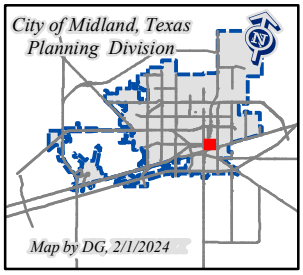
V-24-0061 **Scale: 1" = 175'**

Consider a request by Landgraf, Chutcher, & Associates for a vacation of a 925 square-feet street right of way of West Ohio, Avenue adjacent to the SW/4 of Block 8, Original Town of Midland Addition, City and County of Midland, Texas.

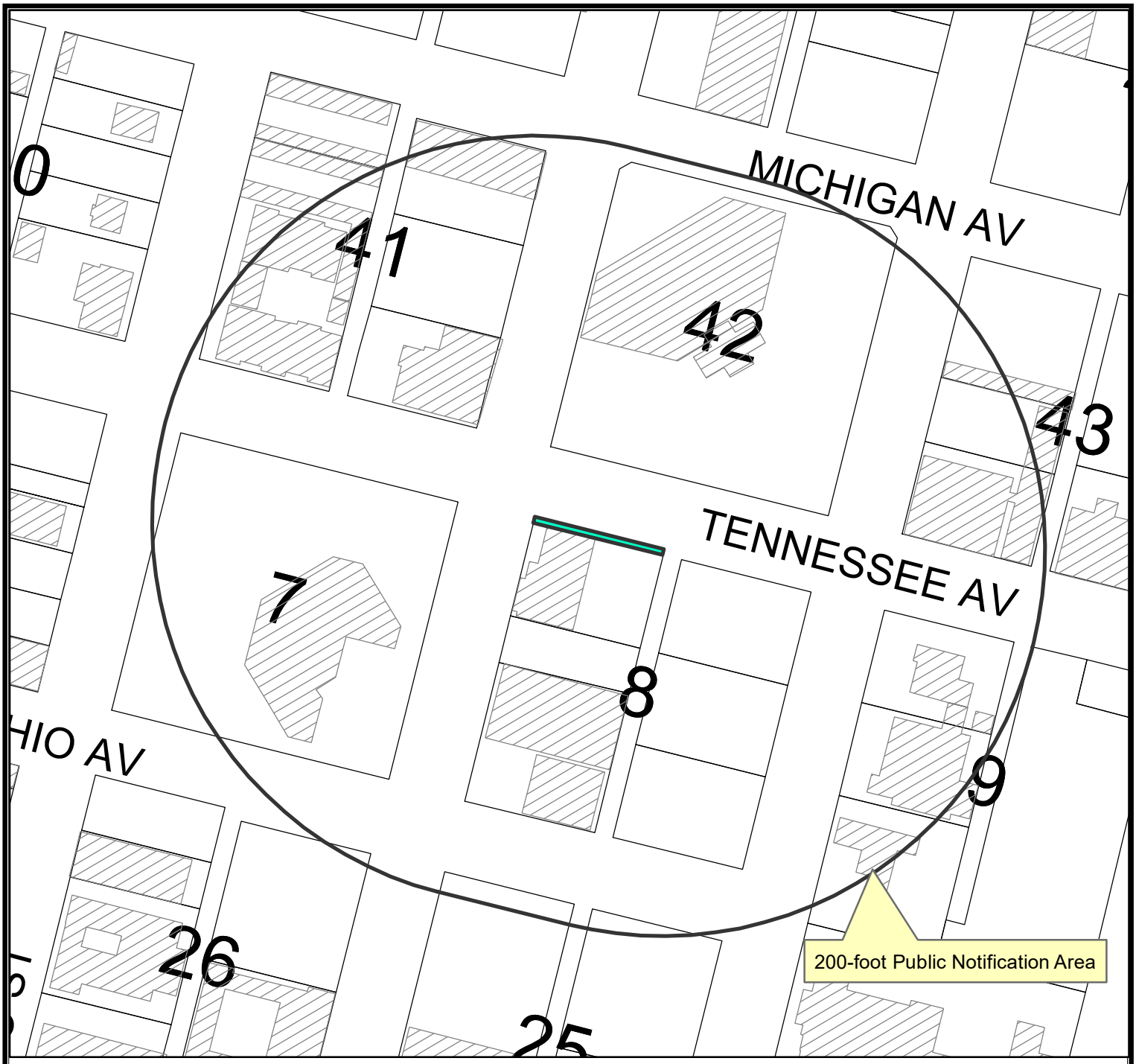
Generally located on the northeast corner of the intersection of West Tennessee and North Loraine Street. (District 2)

LEGEND

- CITY LIMITS
- PARCEL
- PRIVATE BLDGS



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THE CITY OF MIDLAND SHALL NOT BE RESPONSIBLE FOR ANY DECISIONS BASED UPON THE USE OF THIS DATA.



LOCATION MAP

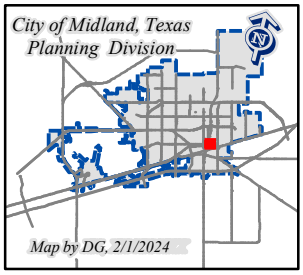
V-24-0061 **Scale: 1" = 150'**

Consider a request by Landgraf, Chutcher, & Associates for a vacation of a 897 square-feet street right of way of West Tennessee, Avenue adjacent to the NW/4 of Block 8, Homestead Addition, City and County of Midland, Texas.

Generally located on the southeast corner of the intersection of West Tennessee and North Loraine Street. (Council District 2)

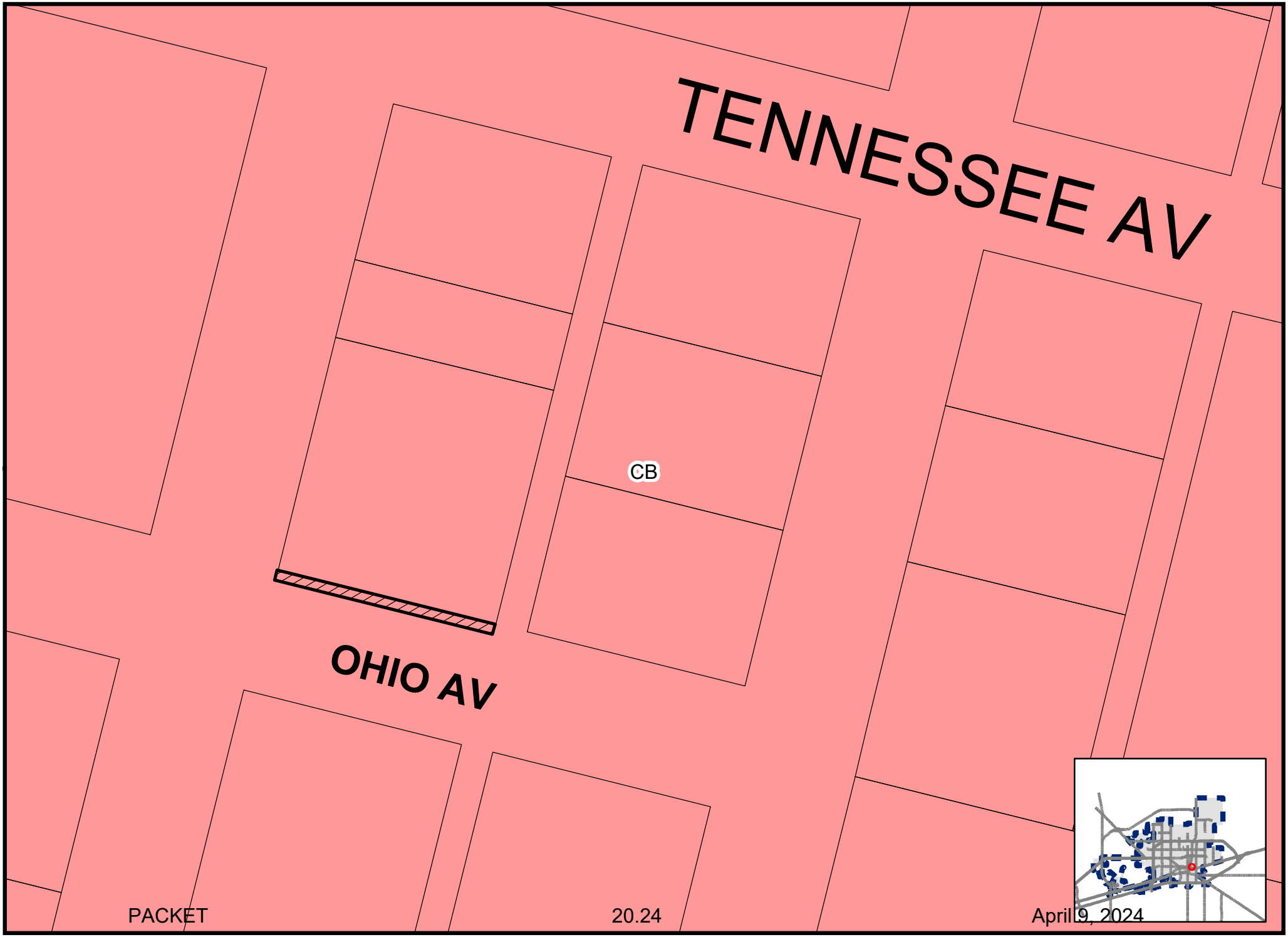
LEGEND

- CITY LIMITS
- PARCEL
- PRIVATE BLDGS



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THE CITY OF MIDLAND SHALL NOT BE RESPONSIBLE FOR ANY DECISIONS BASED UPON THE USE OF THIS DATA.

April 9, 2024



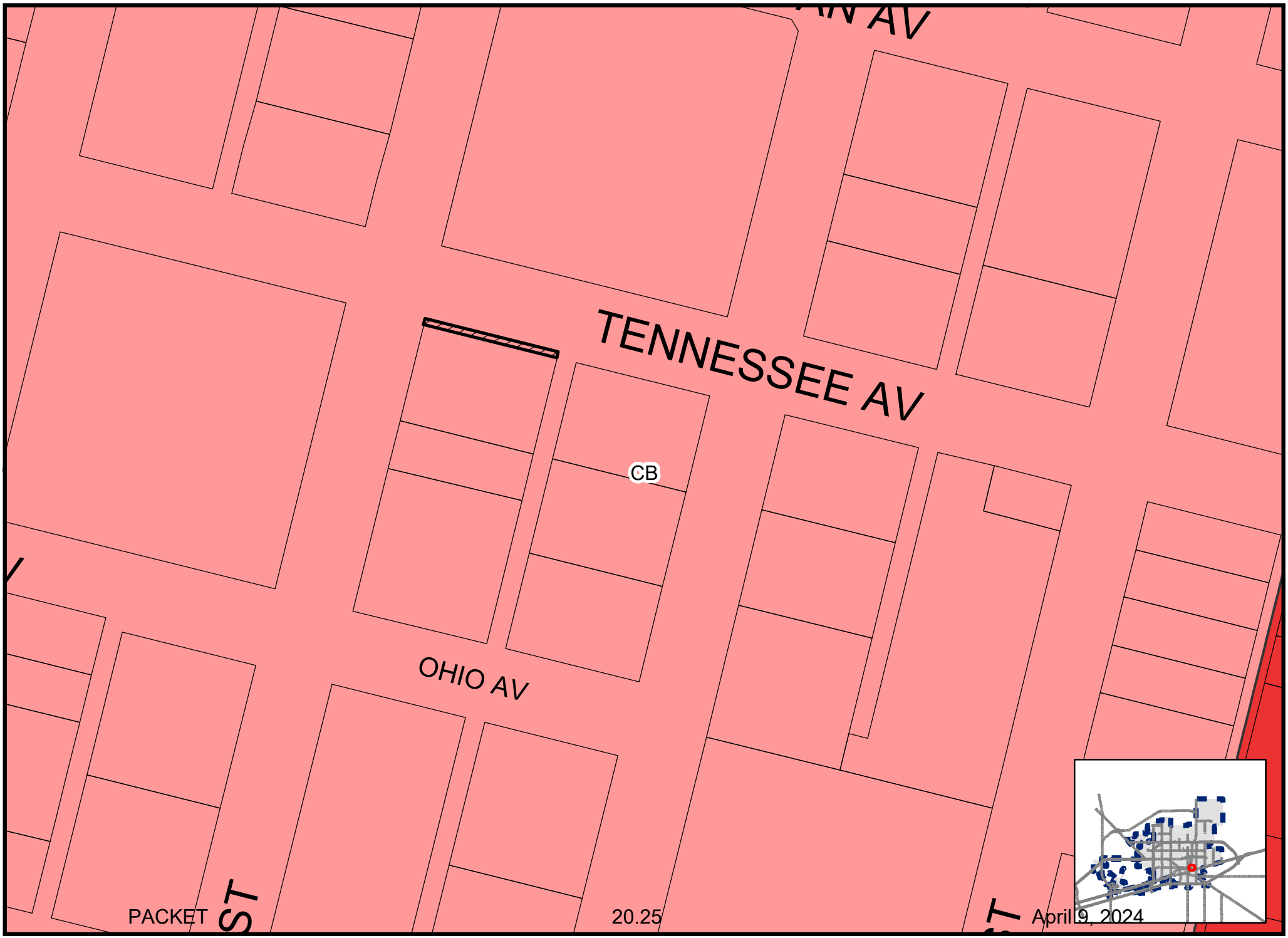
Map By DG, 02/6/2024

V-24-0061

Scale: 1" = 200'

ZONING MAP

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Map By DG, 2/06/2024

V-24-0061

Scale: 1" = 200'

ZONING MAP

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From: Lieb, Mark
To: Diana Geerts
Subject: RE: Vacation Comments
Date: Wednesday, February 14, 2024 10:57:03 AM
Attachments: image001.png
image002.png
image003.png
image004.png
Request to Vacate Ohio Ave ROW .pdf
Atmos Energy-W Ohio.pdf
V-24-0061 Survey.PDF

Diana,
Please see attached.
Thanks.

Mark Lieb
Project Specialist
Atmos Energy/Permian Basin
432-967-0370 cell
Mark.Lieb@atmosenergy.com

From: Diana Geerts <dgeerts@midlandtexas.gov>
Sent: Thursday, February 1, 2024 6:24 PM
To: Lieb, Mark <Mark.Lieb@atmosenergy.com>
Subject: [EXT] Vacation Comments

CAUTION: Don't be quick to click. This e-mail originated from outside of Atmos Energy. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Good Afternoon,

This vacation is scheduled to go to the March 19th, City Council. Please see the attached documents and inform me if you have any comments, or no comments.

Respectfully,

Diana Geerts
Senior Planner|Development Services
O. 432-685-7577
dgeerts@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
Dianna Geerts
Senior Planner/Planning Division
300 N. Loraine
Midland, Texas 79701

February 13, 2024

Re: Case Name: W. Ohio Street
Case Number: V-23-0061

Diana,

Atmos Energy has no objection to the above-referenced changes to the street right of way located on W. Ohio and east of Lorraine. We currently have no gas lines or facilities located within this section of right of way proposed to be vacated.
Please let me know if you have any further questions.

Sincerely,

Mark Lieb

Mark Lieb
Project Specialist
Atmos Energy/Permian Basin
432-967-0370 cell
mark.lieb@atmosenergy.com

From:	Arguello, Martin
To:	Diana Geerts
Cc:	Ortega, Gustavo
Subject:	RE: Vacation Comments
Date:	Friday, February 2, 2024 7:22:23 AM
Attachments:	image001.png image002.png image003.png image004.png

Good morning Diana! Checking into Oncor mapping program and the survey that has been provided, Oncor is clear and can move forward with the vacation. Please let me know if there is anything you may need.

From: Diana Geerts <dgeerts@midlandtexas.gov>
Sent: Thursday, February 1, 2024 6:15 PM
To: Arguello, Martin <Martin.Arguello@oncor.com>
Subject: Vacation Comments

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.

Good Afternoon,

This vacation is scheduled to go to the March 19th, City Council. Please see the attached documents and inform me if you have any comments, or no comments.

Respectfully,

Diana Geerts
Senior Planner|Development Services
O. 432-685-7577
dgeerts@midlandtexas.gov

MIDLAND
Feel the Energy!

300 N. Loraine | P.O. Box 1152 | Midland, TX 79702

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From: LReyna@midcad.org
To: Diana Geerts
Subject: RE: V-24-0061 Vacation Comments for W Ohio
Date: Tuesday, February 13, 2024 8:38:32 PM
Attachments: ATT00001.png
ATT00002.png
ATT00003.png
ATT00004.png
ATT00005.png
ATT00006.png
ATT00007.png
ATT00008.png
Importance: High

Map R34998 to find area

925 X $2.00 sq ft = 1850 Value

Hi Diana,

Please see information above for W Ohio.

Let me know if you need anything else!

Thank you,

Lisa Reyna, RPA
Assistant Chief Appraiser
Midland Central Appraisal District
4631 Andrews Hwy
Midland, TX 79703
Phone (432) 699-4991
Fax (432) 689-7185

From: Diana Geerts <dgeerts@midlandtexas.gov>
To: "LReyna@midcad.org" <LReyna@midcad.org>
Date: 02/13/2024 04:20 PM
Subject: RE: V-24-0061 Vacation Comments for W Ohio

Hello Lisa,

I just wanted to check in with you about the estimated property value for the vacations I sent over. When can I expect that information? Feel free to contact me if you need any further information from me.

Respectfully,

Diana Geerts
Senior Planner|Development Services
O. 432-685-7577
dgeerts@midlandtexas.gov

300 N. Loraine | P.O. Box 1152 | Midland, TX 79702

From: LReyna@midcad.org <LReyna@midcad.org>
Sent: Tuesday, February 6, 2024 2:55 PM
To: Diana Geerts <dgeerts@midlandtexas.gov>
Subject: Re: V-24-0061 Vacation Comments for W Ohio
Importance: High

Thanks Diana and will get this information over to you!

Lisa Reyna, RPA
Assistant Chief Appraiser
Midland Central Appraisal District
4631 Andrews Hwy
Midland, TX 79703
Phone (432) 699-4991
Fax (432) 689-7185

From: Diana Geerts <dgeerts@midlandtexas.gov>
To: "LReyna@midcad.org" <LReyna@midcad.org>
Date: 02/05/2024 05:33 PM
Subject: V-24-0061 Vacation Comments for W Ohio

Good Afternoon,

This vacation is scheduled to go to the March 19th, City Council. Please see the attached documents and inform me if you have any comments, or no comments.

Respectfully,

Diana Geerts
Senior Planner|Development Services
O. 432-685-7577
dgeerts@midlandtexas.gov





300 N. Loraine | P.O. Box 1152 | Midland, TX 79702

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CAUTION: This email originated from outside your organization — exercise caution when opening attachments or clicking links, especially from unknown senders.

From: LReyna@midcad.org
To: Diana Geerts
Subject: Re: V-24-0061 Vacation Comments for W Tennessee
Date: Tuesday, February 13, 2024 8:38:49 PM
Attachments: ATT00001.png
ATT00002.png
ATT00003.png
ATT00004.png
Survey.PDF
Tennessee Location Map.pdf
MCAD Letter W Tennessee.pdf
Importance: High

To map use R35000

897 X $2.00 sq ft = $1,794.00 Value

Please see above for W Tennessee.

Let me know if you need anything else!

Thank you,

Lisa Reyna, RPA
Assistant Chief Appraiser
Midland Central Appraisal District
4631 Andrews Hwy
Midland, TX 79703
Phone (432) 699-4991
Fax (432) 689-7185

From: Diana Geerts <dgeerts@midlandtexas.gov>
To: "LReyna@midcad.org" <LReyna@midcad.org>
Date: 02/05/2024 05:33 PM
Subject: V-24-0061 Vacation Comments for W Tennessee

Good Afternoon,

This vacation is scheduled to go to the March 19th, City Council. Please see the attached documents and inform me if you have any comments, or no comments.

Respectfully,

Diana Geerts
Senior Planner | Development Services

O. 432-685-7577
dgeerts@midlandtexas.gov





300 N. Loraine | P.O. Box 1152 | Midland, TX 79702

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From: Ruben Guerra
To: Diana Geerts
Subject: Re: Vacation Comments
Date: Tuesday, February 6, 2024 9:18:02 AM
Attachments: image001.png
image002.png
image003.png
image004.png

We have service on the pole line that runs North and South in between the parking lot and the building.

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 Thu, Feb 1, 2024 at 6:24 PM Diana Geerts <dgeerts@midlandtexas.gov> wrote:

> Good Afternoon,
>
> This vacation is scheduled to go to the March 19th, City Council. Please see the attached documents and inform me if you have any comments, or no comments.
>
> *Respectfully,*
>
> *Diana Geerts*
>
> *Senior Planner|Development Services*
>
> *O. 432-685-7577*
>
> *dgeerts@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.

From: Ruben Guerra
To: Diana Geerts
Subject: Re: Vacation Comments
Date: Tuesday, February 6, 2024 9:19:24 AM
Attachments: image001.png
image002.png
image003.png
image004.png

This would be the same service running North and south in between the parking lot and the building then turns east on Tennessee Ave.

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 Thu, Feb 1, 2024 at 6:20 PM Diana Geerts <dgeerts@midlandtexas.gov> wrote:

> Good Afternoon,
>
> This vacation is scheduled to go to the March 19th, City Council. Please see the attached documents and inform me if you have any comments, or no comments.
>
> *Respectfully,*
>
> *Diana Geerts*
>
> *Senior Planner|Development Services*
>
> *O. 432-685-7577*
>
> *dgeerts@midlandtexas.gov*

300 N. Loraine | P.O. Box 1152 | Midland, TX 79702

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W Ohio Ave


Google


W Ohio Ave
STOP

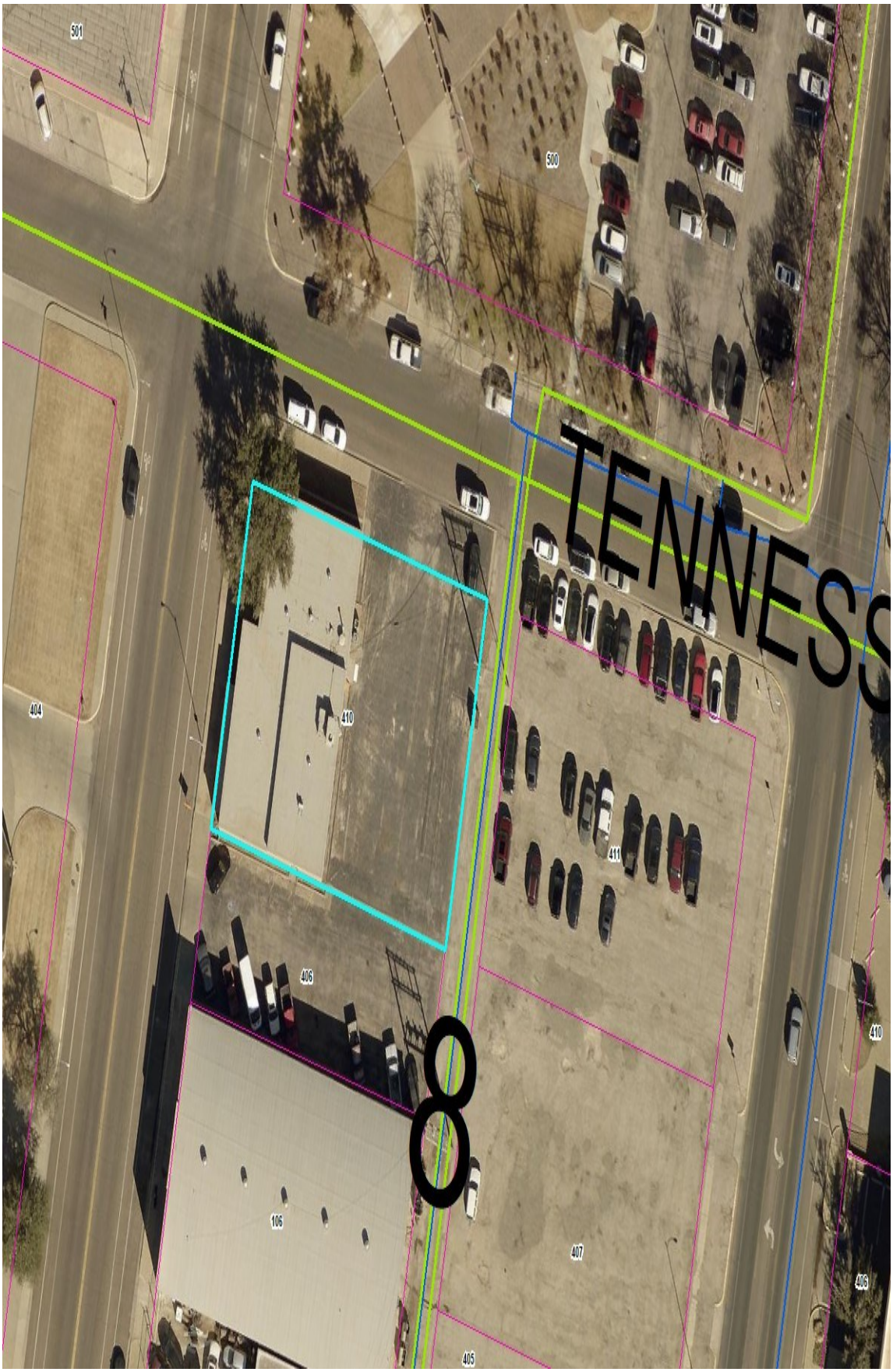

MIDLAND COUNTY COURTHOUSE
Google


W Tennessee Ave
Google




W Tennessee Ave
Google


410
411
404
406
407
106
405
300
12


501
500
TENNESS
404
410
411
406
8
106
407
405

City Council Meeting

Item Number: 21

Meeting Date: March 19, 2024, April 9, 2024

To: City Council / City Manager

From: Daniel Humbert, Planner

Subject: AN ORDINANCE GRANTING A SPECIAL EXCEPTION FOR TRACT 34, MELODY ACRES, SECTION 2, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED ON THE NORTH SIDE OF ROBIN LANE, APPROXIMATELY 585 FEET WEST OF NORTH MIDLAND DRIVE), BY PERMITTING AN INCREASED MAXIMUM SQUARE FOOTAGE OF ALL ACCESSORY BUILDINGS; 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) (QUALITY OF LIFE AND PLACE) MEETING DATE DISPLAY

Purpose:

The applicant, Kevin Doan, is requesting a special exception to increase the maximum square footage of all accessory buildings.

Discussion:

The property is zoned AE, Agricultural Estate District. Per Section 4.09 – Accessory Buildings and Uses, the maximum square footage of all accessory buildings (combined area) allowed is 10 percent of the property. The site plan also shows that the proposed accessory structure is 12,908 square feet. The area of the property allowed to be covered by accessory structures is 8,712 square feet which is approximately 10% of the property's total area of 87,120 square feet. The proposed accessory structure would put the accessory building area coverage percentage at 14.8%. This would exceed the maximum allowed by the Current Zoning Code by 4.8% or 4,196 square feet. Therefore, the applicant is requesting this special exception to proceed.

Recommended City Council Action:

Deny based on the fact that there is no hardship that would warrant a special exception.

Fiscal Impact:

No City funds are required to process this request.

This request has been circulated to all pertinent City departments for review. Below are the departments' comments.

Fire: (Approved)

All future development shall meet the requirements of IFC 2015 ed. and local ordinances. No objections as long as fire code requirements are meet

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, oil and gas considerations, and floodplain requirements if necessary. Code versions are subject to change depending on time of new code edition adoption in the City of Midland and date of permit application.

Engineering: (Approved)

No objection. [For Applicant's Information Only.]

Code Compliance: (Approved)

No Oil & Gas Issues.

Transportation: (Approved with Conditions)

No additions or changes to site access are approved with plat or zoning review. Driveways or other access points are approved only with construction drawing review. [For the Applicant's information only.]

Planning (Denied):

There is no hardship that would warrant a special exception for the request. The house currently does not have a garage. However, staff does not consider this a hardship as the home owner would have been aware of this when they purchased the home.

Staff recommends denial of this request. However, should Council approve it, staff recommends that it be subject to conditions A and B.

Condition:

A. That the maximum accessory building area coverage shall be 14.8 percent.

B. That the locations of all structures on the Property shall significantly conform to the site plan, which is attached hereto as Exhibit "A" and incorporated herein for all purposes.

Letters of Objection:

Staff has not received any letters of objection as of March 13, 2024.

Attachments:

Site Plan (Exhibit A)
Floor Plan (Exhibit B)
Application
Maps

Morris Williams Jr.

City Manager's Office

ORDINANCE NO. _____

AN ORDINANCE GRANTING A SPECIAL EXCEPTION FOR TRACT 34, MELODY ACRES, SECTION 2, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED ON THE NORTH SIDE OF ROBIN LANE, APPROXIMATELY 585 FEET WEST OF NORTH MIDLAND DRIVE), BY PERMITTING AN INCREASED MAXIMUM SQUARE FOOTAGE OF ALL ACCESSORY BUILDINGS; 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 Tract 34, Melody Acres, Section 2, City and County of Midland, Texas (the "Property"). Said special exception shall allow an increased maximum square footage of all accessory buildings.

SECTION TWO. Said special exception is subject to the following special conditions:

A. That the maximum accessory building area coverage shall be 14.8 percent of the area of the Property.

B. That the locations of all structures on the Property shall significantly conform to the site plan, which is attached hereto as Exhibit "A" 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., 2024; 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., 2024, at a regular meeting of the City Council:

Council members voting "AYE":

Council members voting "NAY":

PASSED AND APPROVED THIS _____ day of _____, A.D., 2024.

_____
Lori Merritt Blong, Mayor

ATTEST:

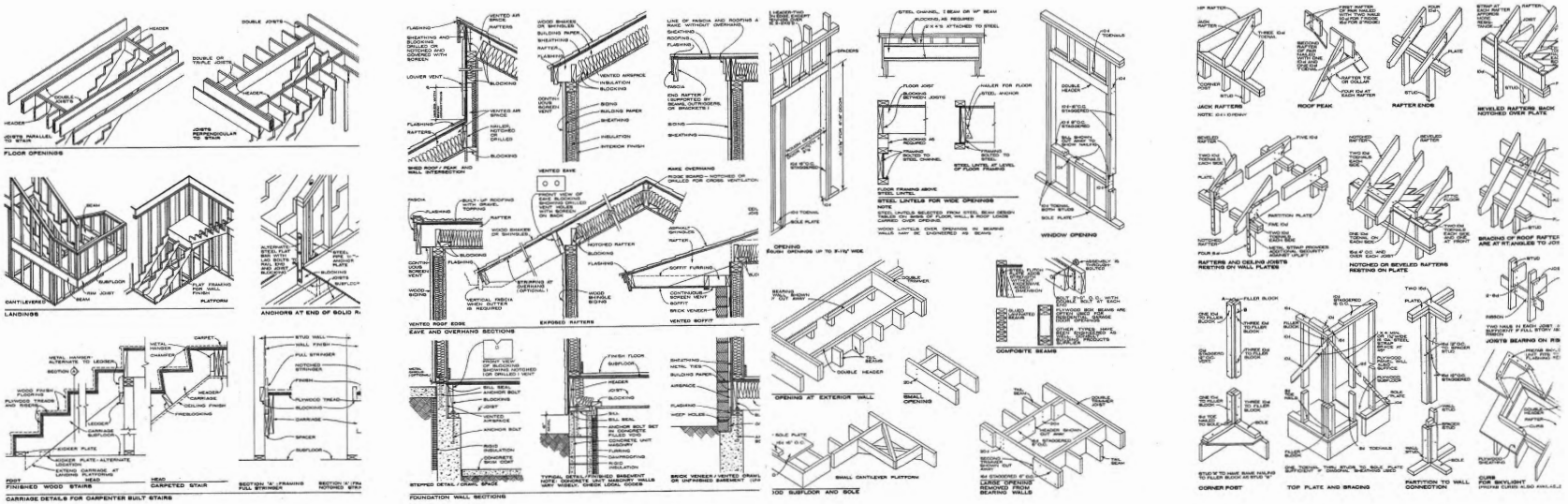
_____
Marcia Bentley-German, City Secretary

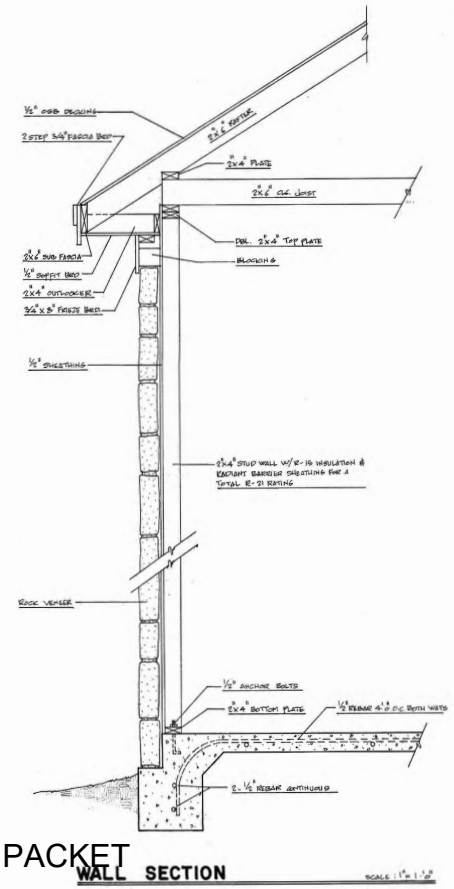
APPROVED AS TO CONTENT
AND COMPLETENESS:

_____
Elizabeth Triggs, Planning and Development Officer

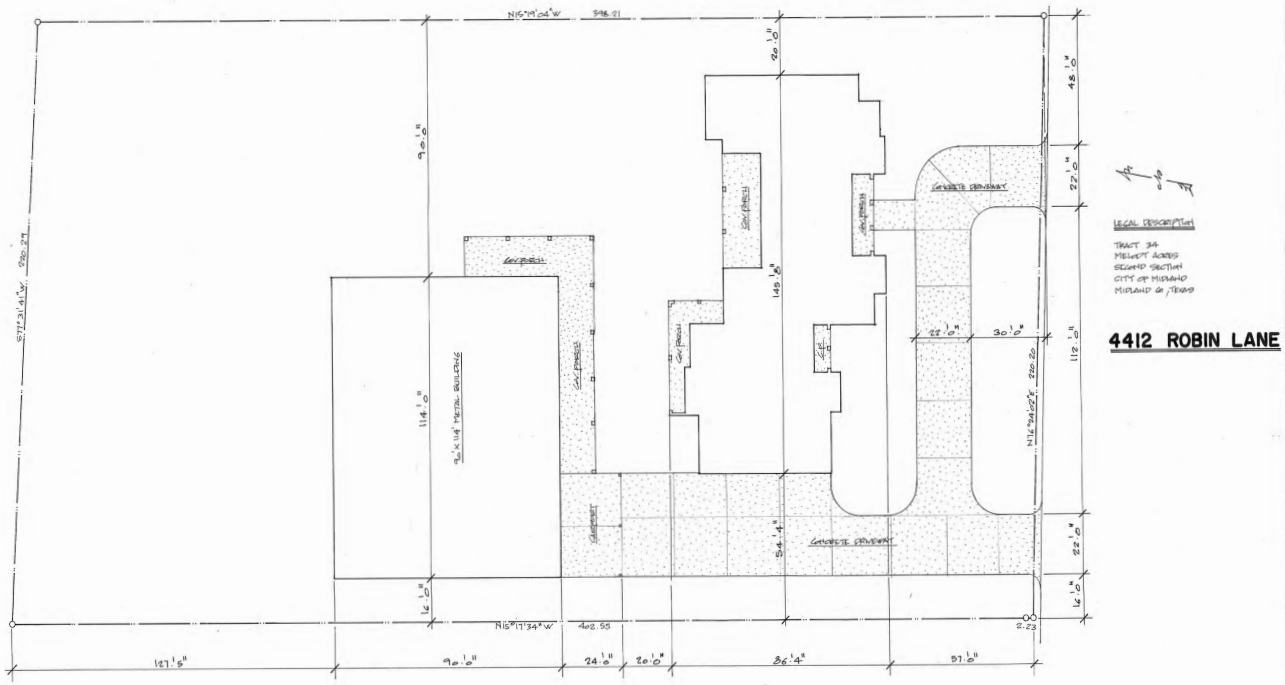
APPROVED ONLY AS TO FORM:

_____
John Ohnemiller, City Attorney





WALL SECTION SCALE: 1" = 1'-0"



SITE PLAN SCALE: 1" = 20'-0"

EXHIBIT "A"

N.B.F. 9-23		
SITE PLAN, WALL SECTION, DETAILS		
4412 ROBIN LANE		
BROWNLEE RESIDENCE		
5OF 6		

MIDLAND
Planning Division

Special Exception Application

Project Number: _____

Case Number: _____

Applicant *(if acting as Agent, see affidavit on page 2)* Printed Name: KEVIN DOAN		Phone (432) 559-9925 Email K5DOAN@yahoo.com	
Address 4616 Woodbar Ct.	City Midland	State TX	Zip 79707

Property Owner Printed Name: Colby Brownlee		Phone (254) 733-8500 Email colbys67@gmail.com	
Address 4412 Robin Lane	City Midland	State TX	Zip 79707

Representative *(if different from Applicant or Property Owner)* Firm: _____ Printed Name:		Phone ( ) Email	
Address	City	State	Zip

Street Address: 4412 Robin Lane Midland, TX

Legal Description TRACT 34
Lot: Block: Subdivision: Melody Acres Second Section City of Midland Midland Co, Tx

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: TO Build AN Accessory Buildings larger than zoning Allows ~~end of~~

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):		Date: 1-16-24
Applicant (printed):	Kevin Doan	
Property Owner (signature):		Date: 1-18-24
Property Owner (printed) :	Colby Brownlee	

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 Kevin Doan who, being by me duly sworn, upon oath says: That (s)he is authorized by Colby Brownlee, 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 January, 2024, to certify which witness my hand and seal of office.

FELICIA D. KELLEY
Notary Public, State of Texas
Comm. Expires 08-10-2024
Notary ID 132529101

Felicia Kelley
NOTARY PUBLIC, MIDLAND COUNTY, TEXAS

FOR OFFICE USE ONLY

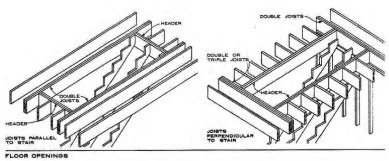
☐ Property Owner Authorization ☐ Dimensioned Site Plan

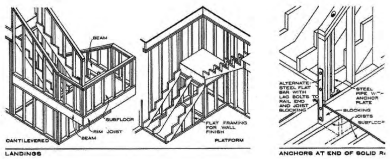
☐ Application Fee ☐ Plans in Digital Format (PDF/JPEG)

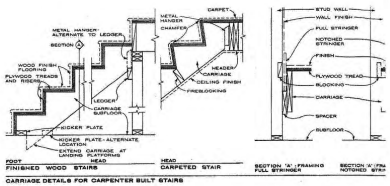
Check # 330

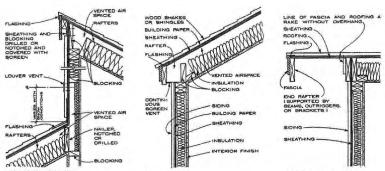
Received By: Date: RECEIVED JAN 22 2024

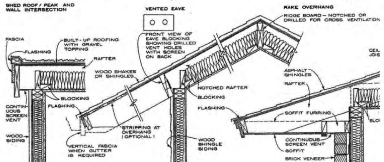
****Application will not be considered for scheduling until reviewed by a planner.****

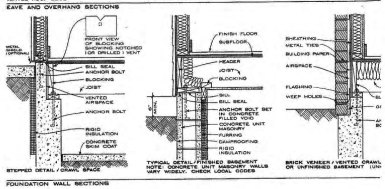


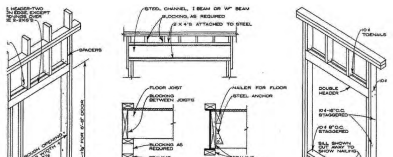


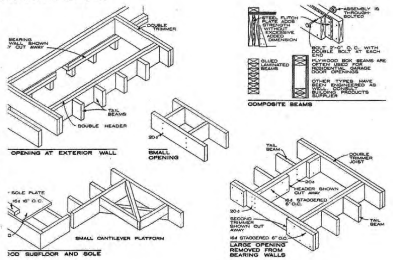


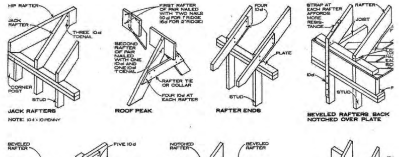


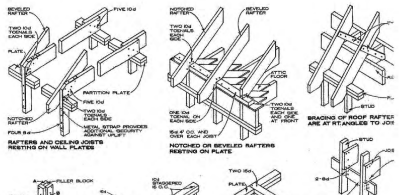


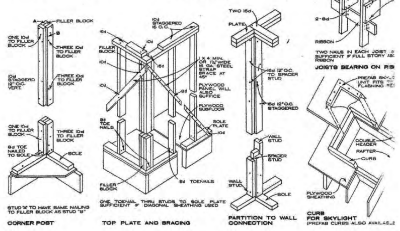


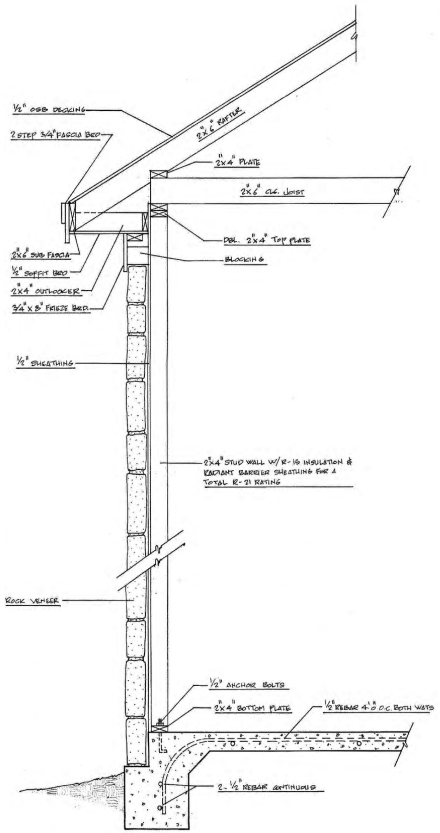






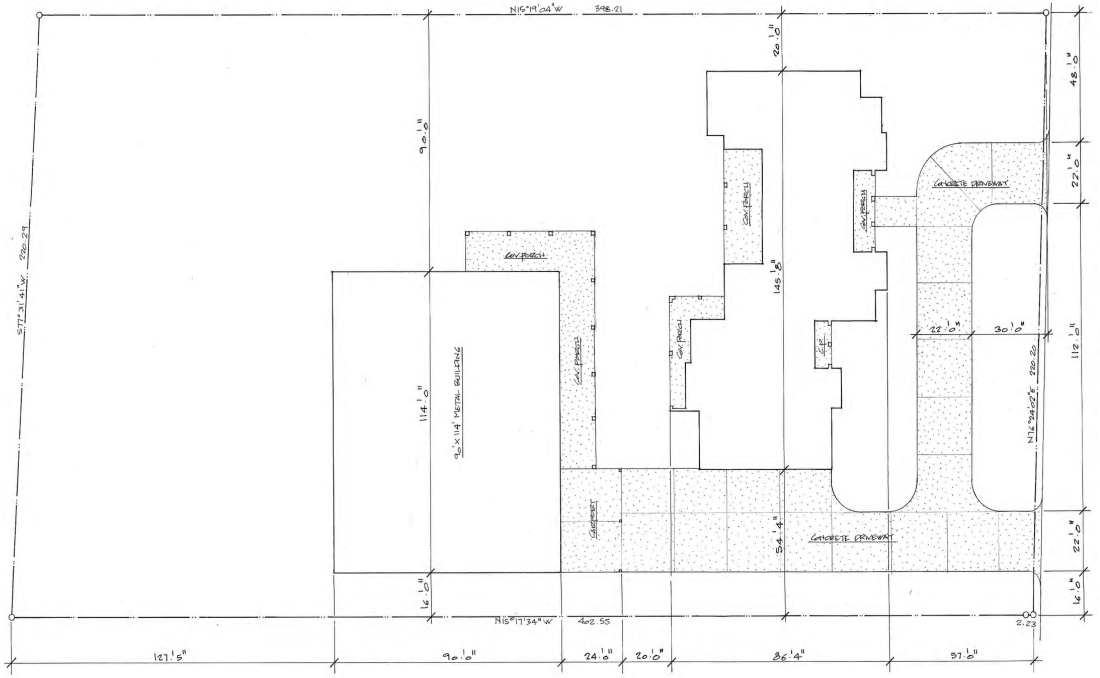






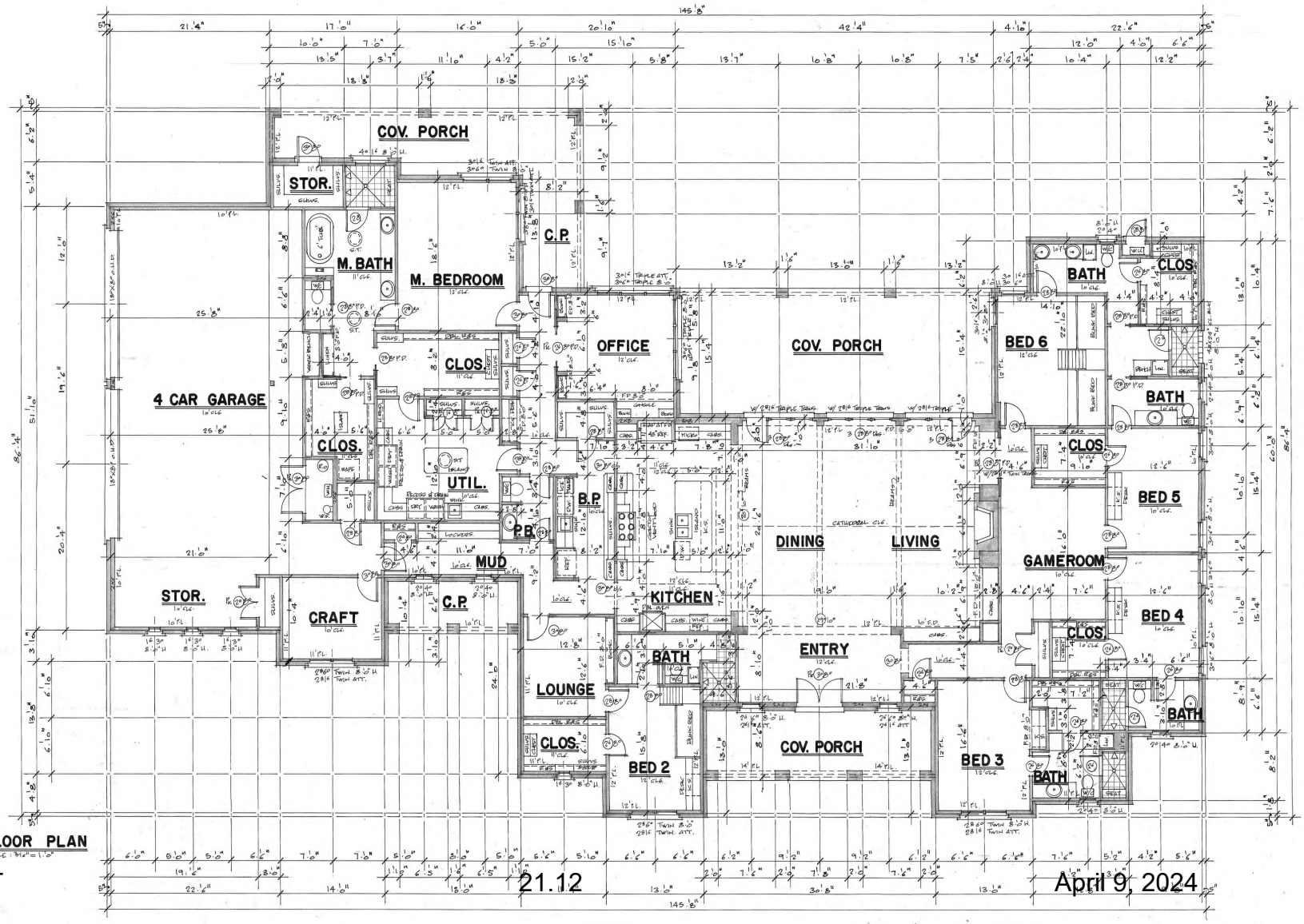
WALL SECTION

SCALE : 1" = 1'-0"



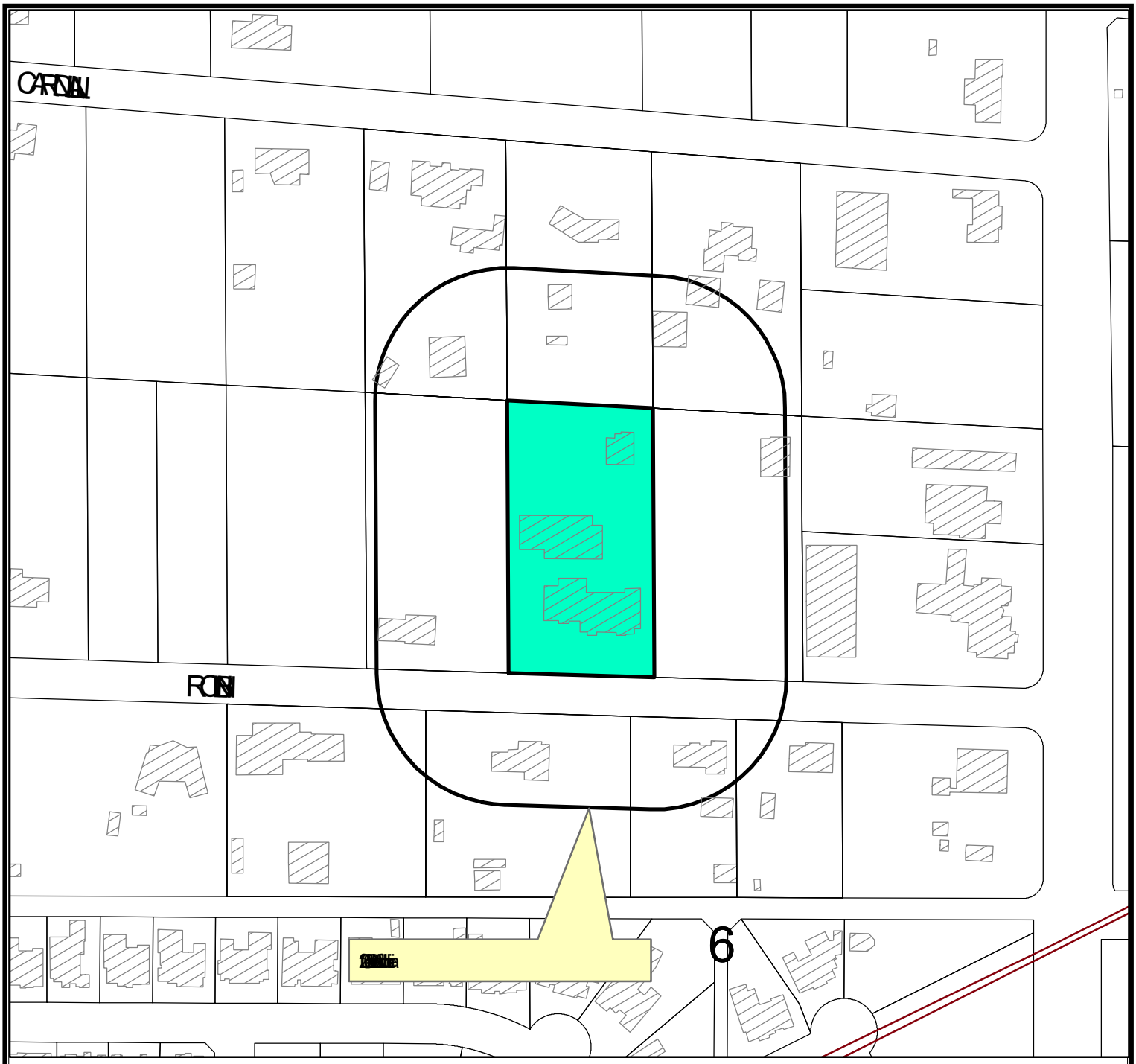
SITE PLAN

SCALE : 1" = 20'-0"



FLOOR PLAN

SCALE : 3/16" = 1'-0"



LOCATION MAP

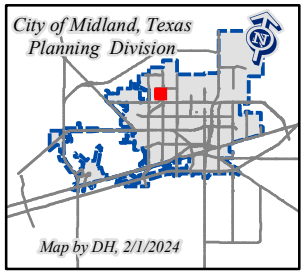
E-24-0115 **Scale: 1" = 216'**

Consider a request by Kevin Doan for a special exception from the City of Midland Zoning Ordinance Section 4.09 – Accessory Buildings and Uses, to permit an accessory structure that exceeds the maximum square footage of all accessory buildings on Tract 34, Melody Acres, Section 2, City and County of Midland, Texas.

Generally located on the north side of Robin Lane, approximately 585 feet west of N. Midland Drive. (Council District 4)

L E G E N D

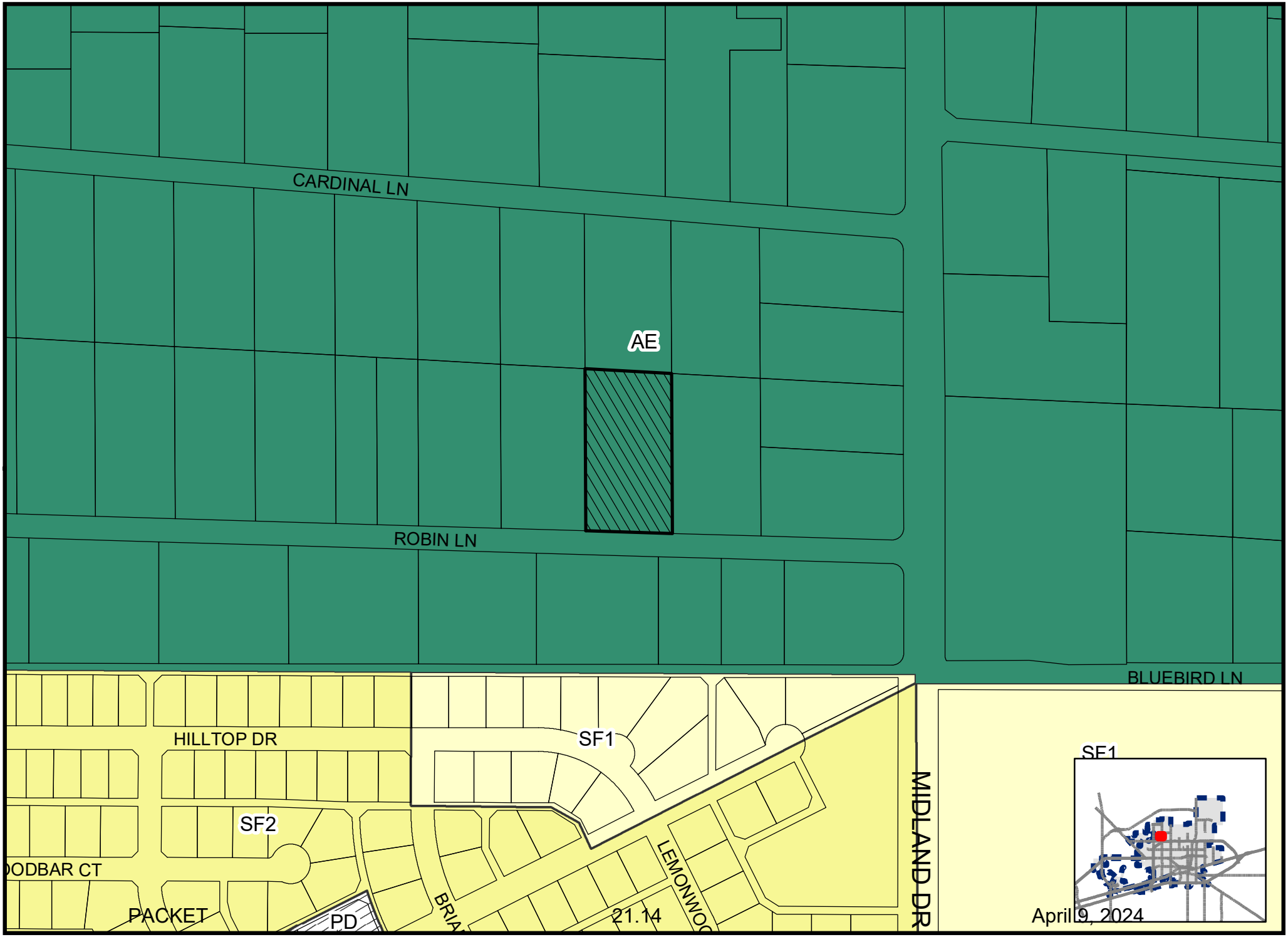
- CITY LIMITS
- PARCEL
- PRIVATE BLDGS



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THIS DATA IS NOT A SUBSTITUTION FOR A SURVEY AND IS NOT 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.



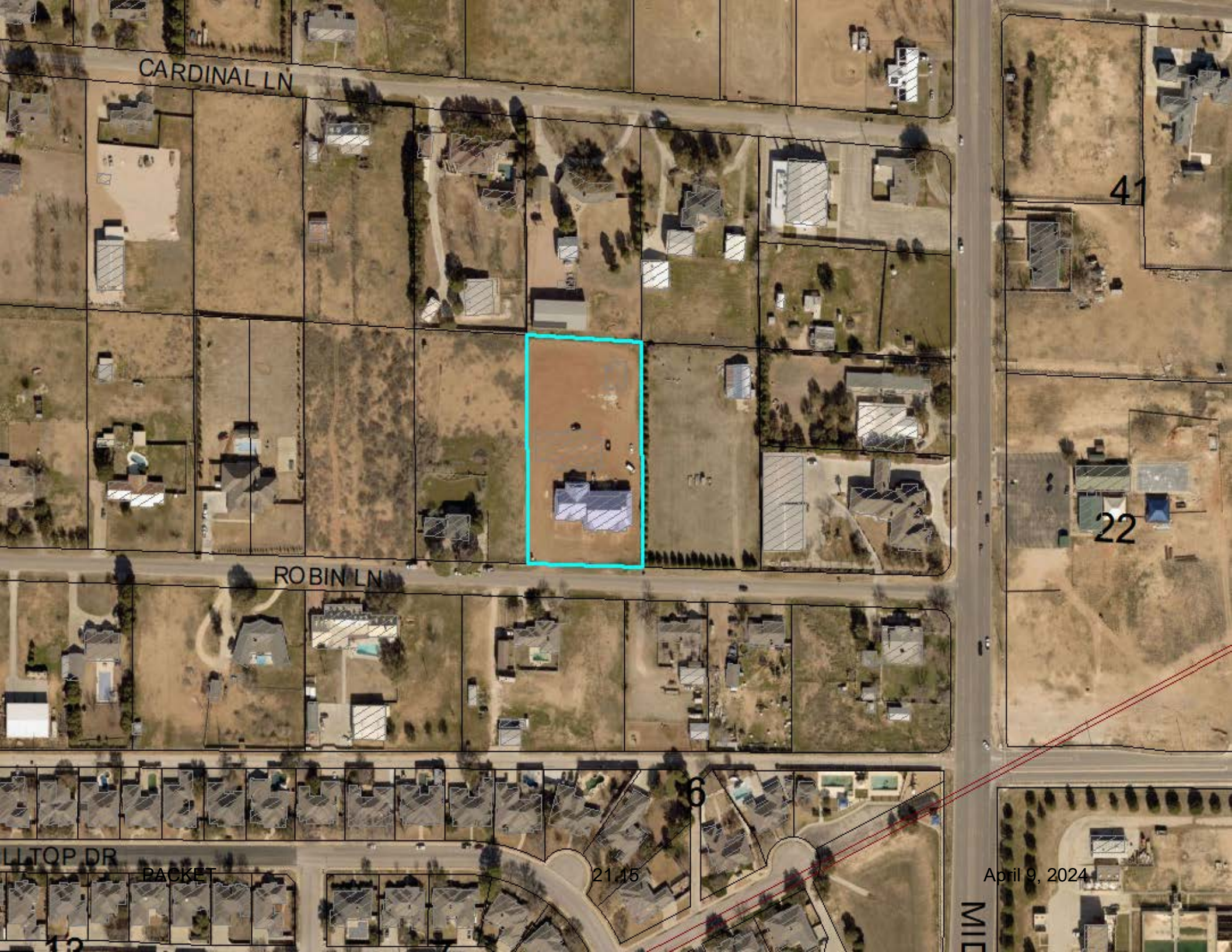
Map By DH, 2/1/2024

E--24-0115

Scale: 1" = 255'

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.


CARDINAL LN
ROBIN LN
41
22
6
LLTOP DR









City Council Meeting

Item Number: 22

Meeting Date: March 19, 2024, April 9, 2024

To: City Council / City Manager

From: Xavier Bauguess, Planning Manager

Subject: **AN ORDINANCE RELEASING FROM THE CITY OF MIDLAND'S EXTRATERRITORIAL JURISDICTION A 62.302-ACRE TRACT OF LAND, A 7.85-ACRE TRACT OF LAND, A 5.84-ACRE TRACT OF LAND, AND A 12.19-ACRE TRACT OF LAND, ALL OUT OF SECTION 12, BLOCK 39, T-2-S, T&P RR CO. SURVEY, MIDLAND COUNTY, TEXAS; DIRECTING THE CITY MANAGER OR THE CITY MANAGER'S DESIGNEE TO GIVE NOTICE OF THIS RELEASE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; AND ORDERING PUBLICATION (DISTRICT: NONE) (DEVELOPMENT SERVICES) (QUALITY OF LIFE AND PLACE)**

Purpose:
Permian Lodging Midland LLC, RV Midland One LLC, RV Midland Two, LLC; and RV Midland Three, LLC; are requesting to be released from the City of Midland's Extraterritorial Jurisdiction (ETJ) pursuant to subsection 42.102(b) of the Texas Local Government Code.

Recommended City Council Action:
Staff recommends approval of the request as the requirements of the Texas Local government Code Section 42.105 (a)(2) have been met.

Fiscal Impact:
No City funds are required to process this request.

Strategic Priority:
(Quality of Life and Place)

Discussion:
Section 42.102(b) of the Texas Local Government Code states that a petition requesting release must be signed by:

(1) more than 50 percent of the registered voters of the area described by the petition as of the date of the preceding uniform election date; or (2) a majority in value of the holders of title

of land in the area described by the petition, as indicated by the tax rolls of the applicable central appraisal district.

City staff has confirmed that a majority in value of the holders of title of land in the area described by the petition, as indicated by the tax rolls of the applicable central appraisal district. Therefore, staff recommends approval.

Fiscal Impact:
No City funds are required to process this request.

Attachments:
Petition for Release
Location Map
Aerial Map

Morris Williams Jr.

City Manager's Office

ORDINANCE NO. _____

AN ORDINANCE RELEASING FROM THE CITY OF MIDLAND'S EXTRATERRITORIAL JURISDICTION A 62.302-ACRE TRACT OF LAND, A 7.85-ACRE TRACT OF LAND, A 5.84-ACRE TRACT OF LAND, AND A 12.19-ACRE TRACT OF LAND, ALL OUT OF SECTION 12, BLOCK 39, T-2-S, T&P RR CO. SURVEY, MIDLAND COUNTY, TEXAS; DIRECTING THE CITY MANAGER OR THE CITY MANAGER'S DESIGNEE TO GIVE NOTICE OF THIS RELEASE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; AND ORDERING PUBLICATION

WHEREAS, the City of Midland received a petition requesting the release of certain land from the City's extraterritorial jurisdiction (the "ETJ"), a copy of said petition being attached hereto as Exhibit "A" (the "Petition"); and

WHEREAS, the City Secretary has verified the signatures on the Petition in accordance with Section 42.105(a) of the Local Government Code; and

WHEREAS, the City Council finds that the Petition contains the number of signatures required under Section 42.104 of the Local Government Code to release the area described by the Petition from the ETJ; and

WHEREAS, the City Council finds that the area described by the Petition must be released from the ETJ in accordance with Section 42.105(c) of the Local Government Code;

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

SECTION ONE. That the area described by the Petition is hereby released from the ETJ.

SECTION TWO. That the City Manager or the City Manager's designee shall notify the residents and landowners of the area described by the Petition that the area has been released from the ETJ. This requirement may be satisfied by notifying the person who filed the Petition.

SECTION THREE. That this ordinance shall become effective immediately.

SECTION FOUR. That 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. That 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., 2024; 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., 2024, at a regular meeting of the City Council:

Council members voting "AYE":

Council members voting "NAY":

PASSED AND APPROVED THIS _____ day of _____, A.D., 2024.

_____
Lori Merritt Blong, Mayor

ATTEST:

_____
Marcia Bentley-German, City Secretary

APPROVED AS TO CONTENT
AND COMPLETENESS:

_____
Elizabeth Triggs, Planning and Development Officer

APPROVED ONLY AS TO FORM:

_____
John Ohnemiller, City Attorney

EXHIBIT "A" TO ORDINANCE

PERMIAN LODGING MIDLAND LLC; RV MIDLAND ONE, LLC; RV MIDLAND TWO, LLC; AND RV MIDLAND THREE, LLC'S PETITION FOR RELEASE FROM THE CITY OF MIDLAND EXTRATERRITORIAL JURISDICTION PURSUANT TO SUBSECTION 42.102(b) OF THE TEXAS LOCAL GOVERNMENT CODE

To the Mayor and City Council of the City of Midland, Texas:

Now come PERMIAN LODGING MIDLAND LLC; RV MIDLAND ONE, LLC; RV MIDLAND TWO, LLC; AND RV MIDLAND THREE, LLC (collectively, the "Entities"); which send this PETITION FOR RELEASE FROM THE CITY OF MIDLAND EXTRATERRITORIAL JURISDICTION (the "Petition") to the City of Midland (the "City") for release of certain real property from the City's Extraterritorial Jurisdiction ("ETJ") and respectfully show the following:

I. AUTHORITY TO FILE PETITION FOR RELEASE

1.1 The Entities own four tracts which collectively comprise approximately 88.182 acres as shown in **Exhibits 1-4** (collectively, the "Area"). **Exhibits 1-4** are attached hereto and incorporated herein for all intents and purposes.

1.2 Permian Lodging Midland LLC (formerly known as Permian Lodging LLC) is the owner of Tract 1. *See* Midland County Clerk, Instrument No. 2012-24641. The legal description and map for Tract 1 are provided in **Exhibit 1-A and 1-B**.

1.3 RV Midland One, LLC is the owner of Tract 2. *See* Midland County Clerk, Instrument No. 2022-25439. The legal description and map for Tract 2 are provided in **Exhibit 2-A and 2-B**.

1.4 RV Midland Two, LLC is the owner of Tract 3. *See* Midland County Clerk, Instrument No. 2022-25443. The legal description and map for Tract 3 are provided in **Exhibit 3-A and 3-B**.

1.5 RV Midland Three, LLC is the owner of Tract 4. *See* Midland County Clerk, Instrument No. 2022-25442. The legal description and map for Tract 4 are provided in **Exhibit 4-A and 4-B**.

1.6 The Area has a resident population of less than 200.

1.7 Pursuant to S.B. 2038, effective September 1, 2023, codified in Texas Local Government Code Chapter 42, Subsection D, Release of Area by Petition of Landowner or Resident from Extraterritorial Jurisdiction (the "Code"), no exceptions apply which would prohibit the Entities' tracts from being eligible for release from the City's ETJ.

1.8 The signature of Paul Beaullieu on behalf of the Entities therefore constitutes compliance with Section 42.101 of the Code.

II. PETITION

2.1 The undersigned Entities, acting pursuant to the provisions of Subsection 42.102(b), Texas Local Government Code, petition the City for the release of the Area described in **Exhibits 1-4**, a copy of which is attached hereto and incorporated herein, from the City's ETJ. The person signing this petition on behalf of the Entities is authorized to sign on behalf of the Entities. The Area is currently located within the City's ETJ and is not located in an area described by Section 42.101, Texas Local Government Code; therefore, the Area is eligible for release from the City's ETJ pursuant to Section 42.102(b), Texas Local Government Code. The undersigned are the sole owners of the Area and hold title to the Area, as indicated by the tax rolls of the Midland County central appraisal district. *See* **Exhibit 5**, attached and incorporated herein for all intents and purposes. Pursuant to Subsections 42.105(c) and (d), Texas Local Government Code, (a) the City shall immediately release the Area from the City's ETJ; and (b) if the City fails to take action to release the Area from the City's ETJ by the later of the 45th day after the date the City receives this Petition for ETJ Release or the next meeting of the City's governing body that occurs after the 30th day after the date the City receives this Petition for ETJ Release, the Area is released from the City's ETJ by operation of law.

[SIGNATURE PAGES TO FOLLOW]

The undersigned owner of Tract 1, when combined with the other owners of the Area, constitutes a majority of the owners of the Area, and said owner does hereby submit this Petition for Release from the City of Midland ETJ and attests to the accuracy of the facts stated herein.

Permian Lodging Midland LLC

By: New Alchemy Manager 2018, LLC, a Louisiana limited liability company

By: Alchemy Tenacity, LLC, a Louisiana limited liability company

By: Richard Paul Beaullieu
Richard Paul Beaullieu, Manager

STATE OF ~~TEXAS~~ Louisiana §
§
COUNTY OF Lafayette §

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME on the 20 day of February, 2024 by Paul Beaullieu, Manager for Alchemy Tenacity, LLC, Manager of New Alchemy Manager 2018, LLC, Manager of Permian Lodging Midland LLC.

X Personally Known

__Produced Identification

ID Number and Type of ID_____

NICOLE JOHNSON
Notary Public
State of Louisiana
Notary ID # 139074
Lafayette Parish

(Notary Seal)

Nicole Johnson
Signature of Notary

Nicole Johnson
Printed Name, Notary Public, State of ~~Texas~~ Louisiana

The undersigned owner of Tract 2, when combined with the other owners of the Area, constitutes a majority of the owners of the Area, and said owner does hereby submit this Petition for Release from the City of Midland ETJ and attests to the accuracy of the facts stated herein.

RV Midland One, LLC

By: New Alchemy Manager 2018, LLC, a Louisiana limited liability company

By: Alchemy Tenacity, LLC, a Louisiana limited liability company

By: Richard Paul Beaullieu
Richard Paul Beaullieu, Manager

STATE OF ~~TEXAS~~ Louisiana §
§
COUNTY OF Lafayette §

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME on the 20 day of February, 2024 by Paul Beaullieu, Manager for Alchemy Tenacity, LLC, Manager of New Alchemy Manager 2018, LLC, Manager of RV Midland One, LLC.

X Personally Known

__Produced Identification

ID Number and Type of ID_____

(Notary Seal)

NICOLE JOHNSON
Notary Public
State of Louisiana
Notary ID # 139074
Lafayette Parish

Nicole Johnson
Signature of Notary

Nicole Johnson
Printed Name, Notary Public, State of ~~Texas~~ Louisiana

The undersigned owner of Tract 3, when combined with the other owners of the Area, constitutes a majority of the owners of the Area, and said owner does hereby submit this Petition for Release from the City of Midland ETJ and attests to the accuracy of the facts stated herein.

RV Midland Two, LLC

By: New Alchemy Manager 2018, LLC, a Louisiana limited liability company

By: Alchemy Tenacity, LLC, a Louisiana limited liability company

By: Richard Paul Beaullieu
Richard Paul Beaullieu, Manager

STATE OF ~~TEXAS~~ Louisiana §
§
COUNTY OF Lafayette §

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME on the 20 day of February, 2024 by Paul Beaullieu, Manager for Alchemy Tenacity, LLC, Manager of New Alchemy Manager 2018, LLC, Manager of RV Midland Two, LLC.

X Personally Known

__Produced Identification

ID Number and Type of ID_____

(Notary Seal) NICOLE JOHNSON Notary Public State of Louisiana Notary ID # 139074 Lafayette Parish

Nicole Johnson
Signature of Notary

Nicole Johnson
Printed Name, Notary Public, State of ~~Texas~~ Louisiana

The undersigned owner of Tract 4, when combined with the other owners of the Area, constitutes a majority of the owners of the Area, and said owner does hereby submit this Petition for Release from the City of Midland ETJ and attests to the accuracy of the facts stated herein.

RV Midland Three, LLC

By: New Alchemy Manager 2018, LLC, a Louisiana limited liability company

By: Alchemy Tenacity, LLC, a Louisiana limited liability company

By: Richard Paul Beaullieu
Richard Paul Beaullieu, Manager

STATE OF ~~TEXAS~~ Louisiana §
§
COUNTY OF Lafayette §

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME on the 20 day of February, 2024 by Paul Beaullieu, Manager for Alchemy Tenacity, LLC, Manager of New Alchemy Manager 2018, LLC, Manager of RV Midland Three, LLC.

X Personally Known

__Produced Identification

ID Number and Type of ID_____

(Notary Seal)

NICOLE JOHNSON
Notary Public
State of Louisiana
Notary ID # 139074
Lafayette Parish

Nicole Johnson
Signature of Notary

Nicole Johnson
Printed Name, Notary Public, State of ~~Texas~~ Louisiana

Exhibit 1-A

62.302 Acre Tract – Tract 1

WRITTEN DESCRIPTION

BEING AN 62.302 ACRE TRACT OF LAND SITUATED IN SECTION 12, BLOCK 39, TOWNSHIP 2 SOUTH, T. & P. RR. CO. SURVEY, ABSTRACT NO. 662, MIDLAND COUNTY, TEXAS. SAID 62.302 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A 1/2" IRON ROD FOUND FOR THE NORTHWEST CORNER OF SAID 62.302 ACRE TRACT. SAID FOUND 1/2" IRON ROD BEING CALLED THE POINT OF BEGINNING AND HAVING A TEXAS COORDINATE SYSTEM OF 1983, CENTRAL ZONE (4203), STATE PLANE COORDINATE OF N: 10684723.82, E: 1763895.26 FEET, FOR REFERENCE.

THENCE N 75°43'47" E, A DISTANCE OF 1216.49 FEET TO A FENCE CORNER POST FOUND FOR THE NORTHEAST CORNER OF SAID 62.302 ACRE TRACT;

THENCE S 13°56'10" E, A DISTANCE OF 1337.50 FEET TO A 1/2" CAPPED IRON ROD STAMPED "TRANSGLOBAL SERVICES" SET FOR THE SOUTHEAST CORNER OF SAID 62.302 ACRE TRACT;

THENCE S 75°14'11" W, A DISTANCE OF 803.13 FEET TO A 1/2" IRON ROD FOUND FOR CORNER;

THENCE S 75°24'08" W, A DISTANCE OF 1120.01 FEET TO A 1/2" IRON ROD FOUND FOR CORNER;

THENCE S 16°14'32" E, A DISTANCE OF 229.52 FEET TO A 1/2" IRON ROD FOUND FOR CORNER;

THENCE S 75°14'35" W, PASSING A FOUND 1/2" IRON ROD AT A DISTANCE OF 615.45 FEET, AND CONTINUING FOR A TOTAL DISTANCE OF 681.64 FEET TO A 1/2" CAPPED IRON ROD STAMPED "TRANSGLOBAL SERVICES" SET FOR THE SOUTHWEST CORNER OF SAID 62.302 ACRE TRACT, FROM WHICH A 100D NAIL FOUND FOR THE SOUTHWEST CORNER OF SAID SECTION 12 BEARS S 13°23'21" E, A DISTANCE OF1796.53 FEET (TIE);

THENCE N 14°16'51" W, A DISTANCE OF 900.52 FEET TO A 1/2" CAPPED IRON ROD STAMPED "TRANSGLOBAL SERVICES" SET FOR CORNER FROM WHICH A FOUND 3/8" CAPPED IRON ROD "SCHUMANN MIDLAND" BEARS S 80°28'46" E, A DISTANCE OF 6.97 FEET (TIE);

THENCE N 75°13'32" E, PASSING A FOUND 5/8" DISTURBED IRON ROD AT A DISTANCE OF 1067.93 FEET, AND CONTINUING FOR A TOTAL DISTANCE OF 1394.46 FEET TO A 1/2" IRON ROD FOUND FOR CORNER;

THENCE N 14°47'28" W, A DISTANCE OF 673.22 FEET TO THE POINT OF BEGINNING, CONTAINING 62.302 ACRES OR 2,713,887 SQUARE FEET OF LAND, MORE OR LESS.

Exhibit 1-B

Map of Tract 1:

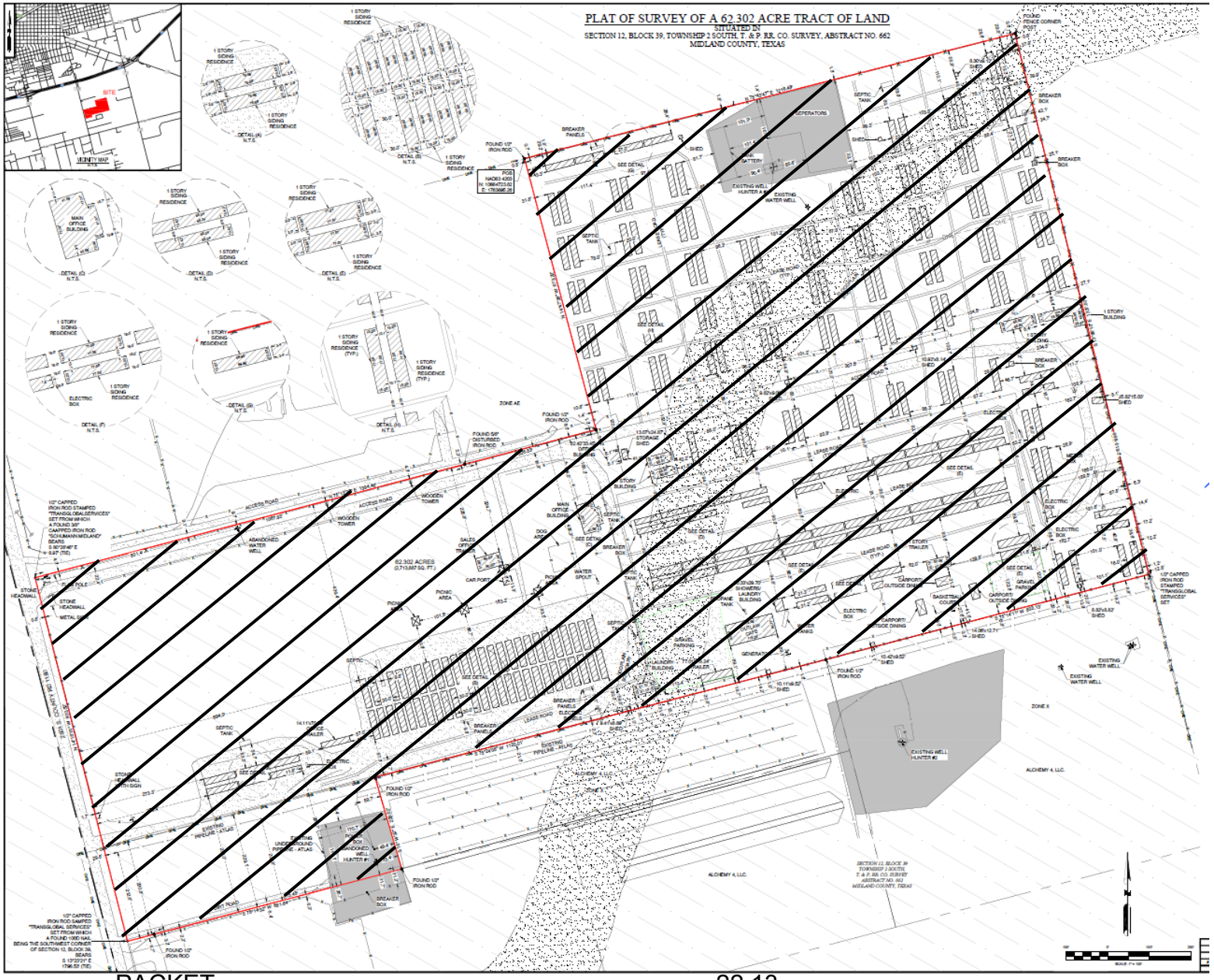


Exhibit 2-A

7.85 Acre Tract - Tract 2

WRITTEN DESCRIPTION

BEING ALL THAT CERTAIN TRACT OR PARCEL OF LAND CONTAINING 7.85 ACRES, SAID TRACT LOCATED IN SECTION 12, BLOCK 39, TOWNSHIP 2 SOUTH, T. & P. RR. CO. SURVEY, J.E. GARDNER (GRANTEE), ABSTRACT NO. 662, MIDLAND COUNTY, TEXAS SAID 7.85 ACRE TRACT DESCRIBED MORE FULLY BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A POINT IN SAID SECTION 12, BEING A 1/2" IRON ROD, CAPPED AND MARKED "TRANSGLOBAL SERVICES", SET FOR THE SOUTHEAST CORNER OF SAID 7.85 ACRE TRACT, FROM WHICH A NAIL IN THE CENTERLINE OF COUNTY ROAD 1180, FOUND FOR THE SOUTHWEST CORNER OF SAID SECTION 12 BEARS S 14°44'13" E A DISTANCE OF 1359.00 FEET AND BEARS S 75°15'47" W A DISTANCE OF 1836.81 FEET;

THENCE: S 75°14'24" W A DISTANCE OF 1798.04 FEET, TO A CALCULATED POINT FOR CORNER OF SAID 7.85 ACRE TRACT IN THE EAST RIGHT OF WAY LINE OF SAID COUNTY ROAD 1180;

THENCE: N 14°16'51" W A DISTANCE OF 30.73 FEET, TO A CALCULATED POINT FOR CORNER OF SAID 7.85 ACRE TRACT IN THE EAST RIGHT OF WAY LINE OF SAID COUNTY ROAD 1180;

THENCE: N 75°14'24" E A DISTANCE OF 1092.83 FEET, TO A CALCULATED POINT FOR AN INTERIOR CORNER OF SAID 7.85 ACRE TRACT;

THENCE: N 14°13'26" W A DISTANCE OF 407.13 FEET, TO AN 1/2" IRON ROD, FOUND AT THE NORTHWEST CORNER OF SAID 7.85 ACRE TRACT;

THENCE: N 75°13'26" E A DISTANCE OF 702.02 FEET, TO AN 1/2" IRON ROD, CAPPED AND MARKED "TRANSGLOBAL SERVICES", SET AT THE NORTHEAST CORNER OF SAID 7.85 ACRE TRACT;

THENCE: S 14°38'43" E A DISTANCE OF 438.04 FEET TO THE PLACE OF BEGINNING OF THE HEREIN DESCRIBED TRACT IN ALL CONTAINING 7.85 ACRES MORE OR LESS.

Exhibit 2-B

Map of Tract 2:

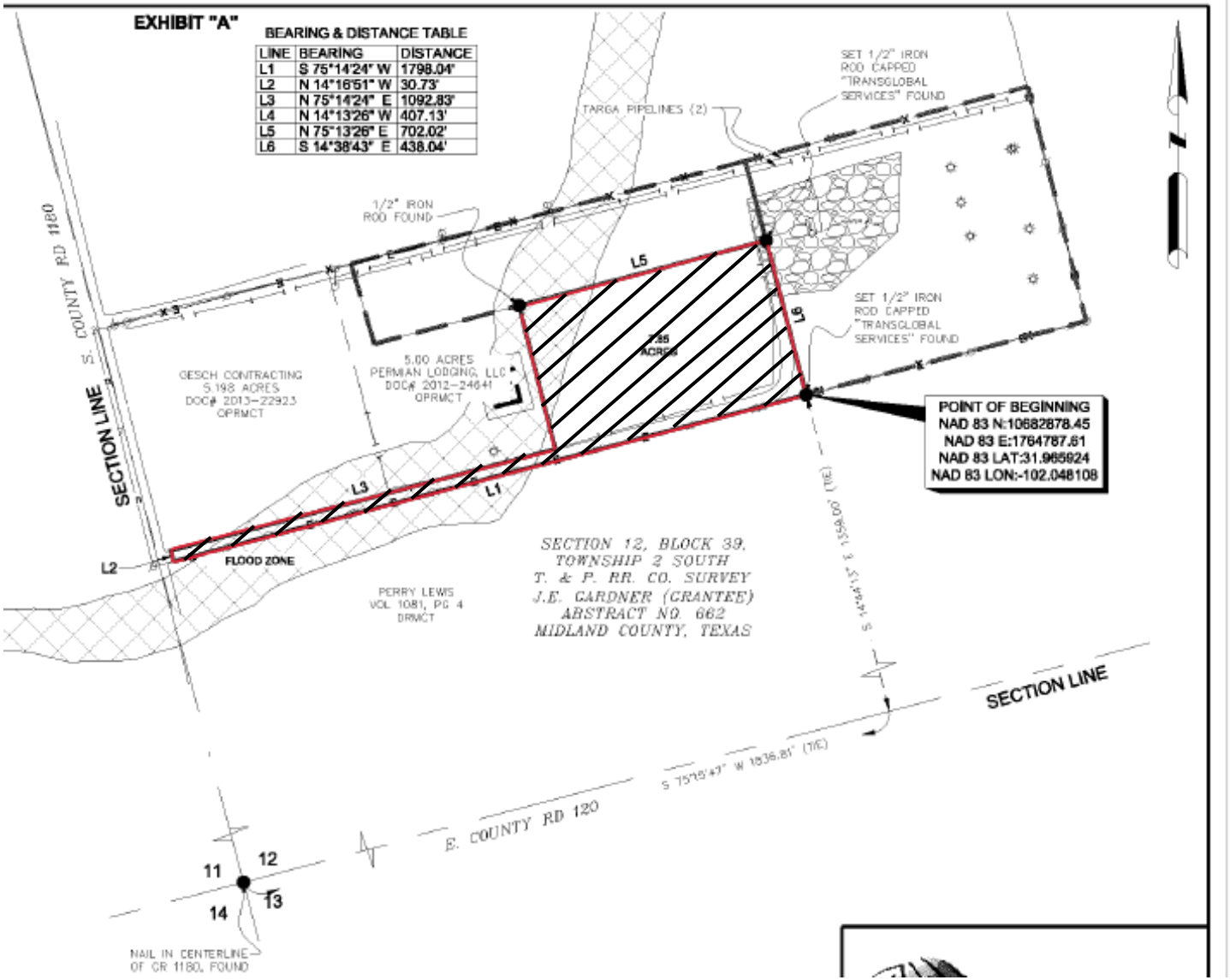


Exhibit 3-A

5.84 Acre Tract - Tract 3

WRITTEN DESCRIPTION

BEING ALL THAT CERTAIN TRACT OR PARCEL OF LAND CONTAINING 5.84 ACRES, SAID TRACT LOCATED IN SECTION 12, BLOCK 39, TOWNSHIP 2 SOUTH, T. & P. RR. CO. SURVEY, J.E. GARDNER (GRANTEE), ABSTRACT NO. 662, MIDLAND COUNTY, TEXAS SAID 5.84 ACRE TRACT DESCRIBED MORE FULLY BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A POINT IN SAID SECTION 12, BEING A 1/2" IRON ROD, CAPPED AND MARKED "TRANSGLOBAL SERVICES", SET FOR THE SOUTHWEST CORNER OF SAID 5.84 ACRE TRACT, FROM WHICH A NAIL IN THE CENTERLINE OF COUNTY ROAD 1180, FOUND FOR THE SOUTHWEST CORNER OF SAID SECTION 12 BEARS S 75°14'22" W A DISTANCE OF 724.62 FEET AND BEARS S 14°45'38" E A DISTANCE OF 1795.98 FEET;

THENCE: N 16°14'17" W A DISTANCE OF 229.52 FEET, TO AN 1/2" IRON ROD, CAPPED AND MARKED "TRANSGLOBAL SERVICES", SET AT THE NORTHWEST CORNER OF SAID 5.84 ACRE TRACT;

THENCE: N 75°24'08" E A DISTANCE OF 1120.01 FEET, TO AN 1/2" IRON ROD, CAPPED AND MARKED "TRANSGLOBAL SERVICES", SET AT THE NORTHEAST CORNER OF SAID 5.84 ACRE TRACT;

THENCE: S 14°38'43" E A DISTANCE OF 225.96 FEET, TO AN 1/2" IRON ROD, CAPPED AND MARKED "TRANSGLOBAL SERVICES", SET AT THE SOUTHEAST CORNER OF SAID 5.84 ACRE TRACT;

THENCE: S 75°13'26" W A DISTANCE OF 1113.63 FEET TO THE PLACE OF BEGINNING OF THE HEREIN DESCRIBED TRACT IN ALL CONTAINING 5.84 ACRES MORE OR LESS.

Exhibit 3-B

Map of Tract 3:

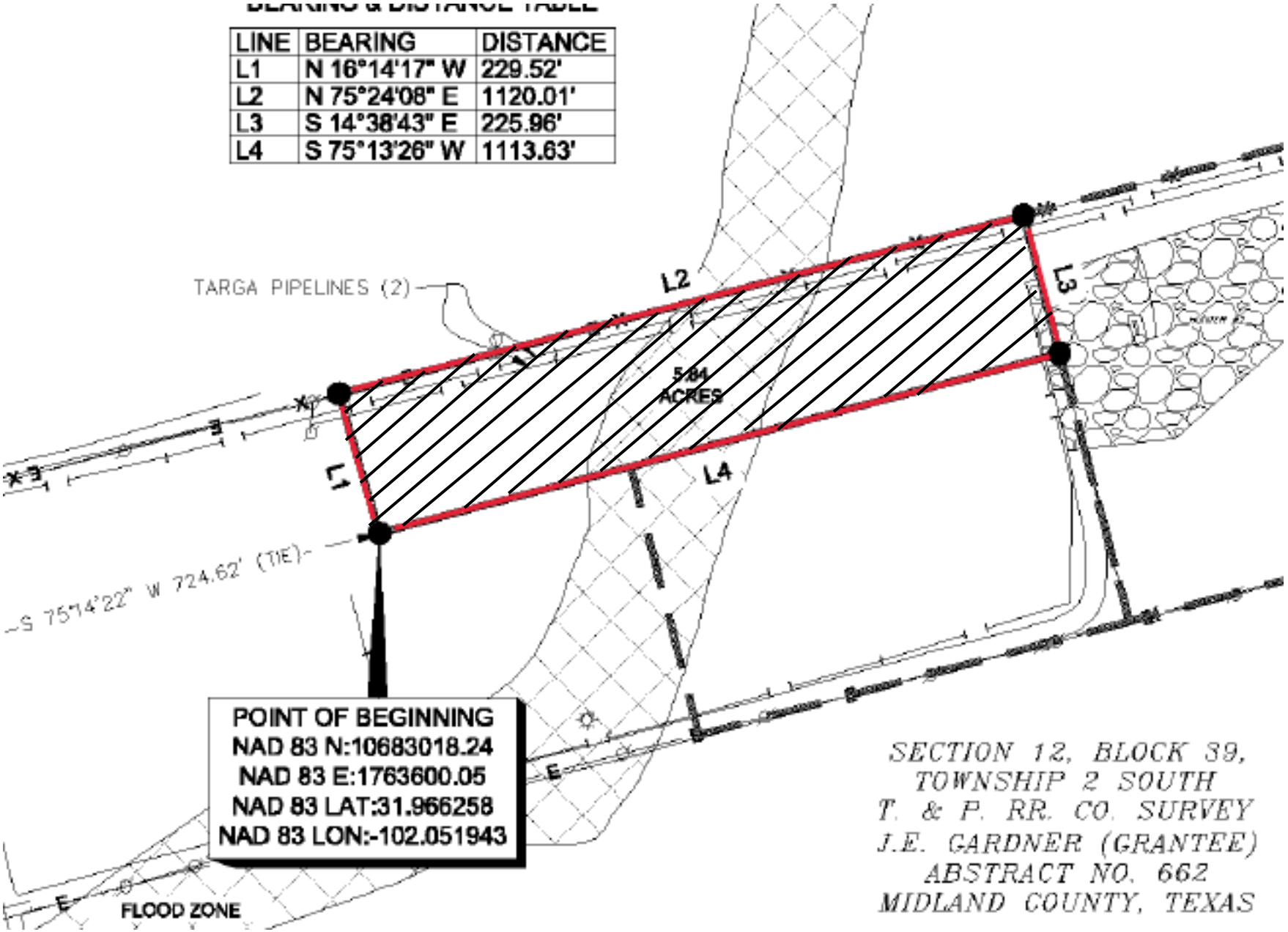


Exhibit 4-A

12.19 Acre Tract – Tract 4

WRITTEN DESCRIPTION

BEING ALL THAT CERTAIN TRACT OR PARCEL OF LAND CONTAINING 12.19 ACRES, SAID TRACT LOCATED IN SECTION 12, BLOCK 39, TOWNSHIP 2 SOUTH, T. & P. RR. CO. SURVEY, J.E. GARDNER (GRANTEE), ABSTRACT NO. 662, MIDLAND COUNTY, TEXAS SAID 12.19 ACRE TRACT DESCRIBED MORE FULLY BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A POINT IN SAID SECTION 12, BEING A 1/2" IRON ROD, CAPPED AND MARKED "TRANSGLOBAL SERVICES", SET FOR THE SOUTHWEST CORNER OF SAID 12.19 ACRE TRACT, FROM WHICH A NAIL IN THE CENTERLINE OF COUNTY ROAD 1180, FOUND FOR THE SOUTHWEST CORNER OF SAID SECTION 12 BEARS S 14°44'13" E A DISTANCE OF 1359.00 FEET AND BEARS S 75°15'47" W A DISTANCE OF 1836.81 FEET;

THENCE: N 14°38'43" W A DISTANCE OF 664.00 FEET, TO AN 1/2" IRON ROD, CAPPED AND MARKED "TRANSGLOBAL SERVICES", SET AT THE NORTHWEST CORNER OF SAID 12.19 ACRE TRACT;

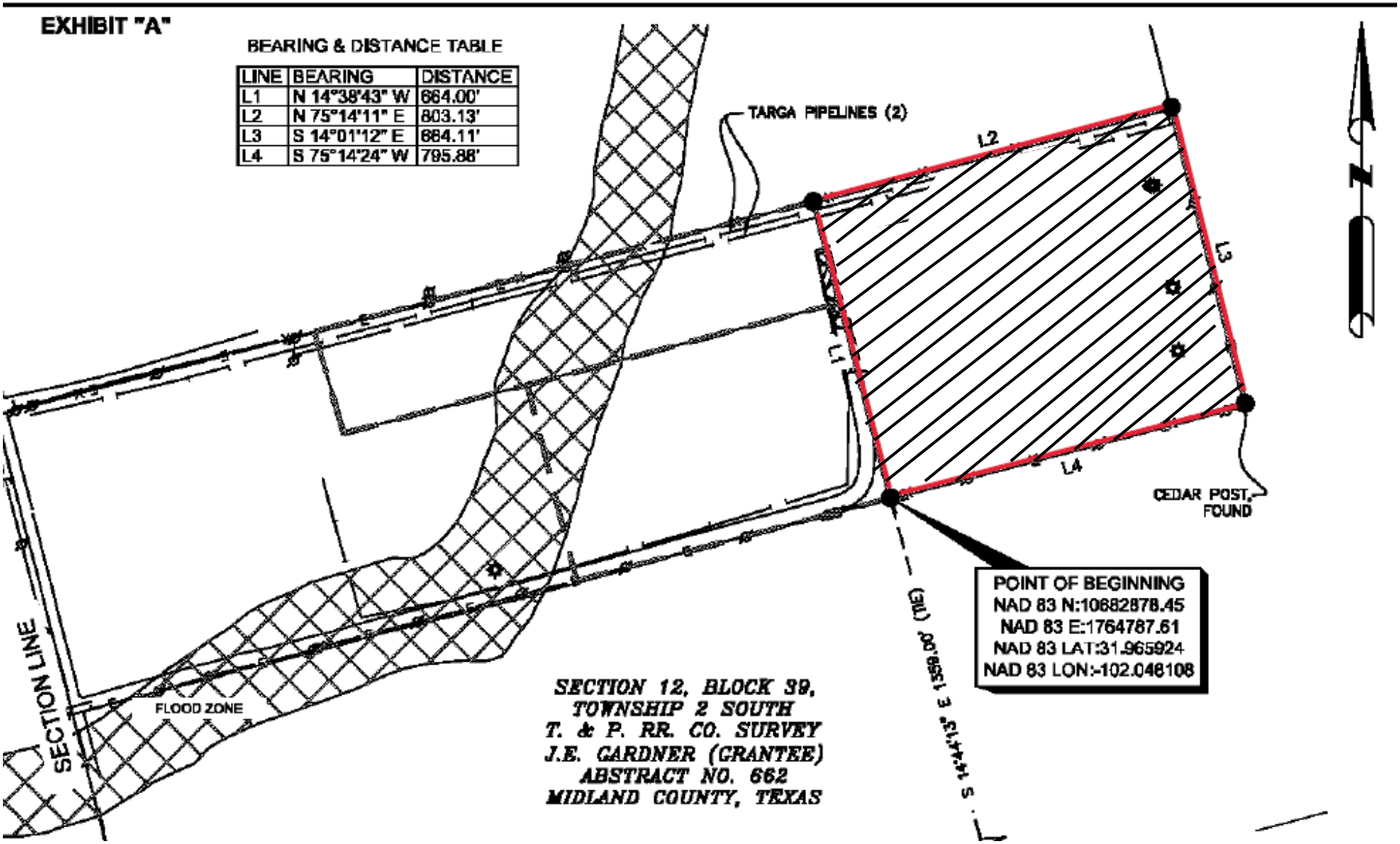
THENCE: N 75°14'11" E A DISTANCE OF 803.13 FEET, TO AN 1/2" IRON ROD, CAPPED AND MARKED "TRANSGLOBAL SERVICES", SET AT THE NORTHEAST CORNER OF SAID 12.19 ACRE TRACT;

THENCE: S 14°01'12" E A DISTANCE OF 664.11 FEET, TO A CEDAR POST, FOUND AT THE SOUTHEAST CORNER OF SAID 12.19 ACRE TRACT;

THENCE: S 75°14'24" W A DISTANCE OF 795.88 FEET TO THE PLACE OF BEGINNING OF THE HEREIN DESCRIBED TRACT IN ALL CONTAINING 12.19 ACRES MORE OR LESS.

Exhibit 4-B

Map of Tract 4



MIDLAND CENTRAL APPRAISAL DISTRICT

Home Return to Search Print

Property Year 2023 Tax Summary

Information Updated 2/16/2024

Property ID: R000227164 Geo ID: 00003920.012.6270

Property Details

CLICK HERE TO PAY PROPERTY TAXES

Ownership

RV MIDLAND ONE LLC

550 POST OAK BLVD SUITE 490
HOUSTON, TX 77027

Ownership Interest: 1.0000000

N34

Available Actions

CLICK HERE FOR PDF APPRAISAL NOTICE

Qualified Exemptions

Not Applicable

Legal Information

Legal: Acres: 7.850, 7.85 AC OUT OF SW/4, SEC: 12, BLK: 39-T2S, ABST: 662

Situs: COUNTY RD 00117 1317 E

Property Valuation History

Values by Year		2023	n/a	n/a	n/a	n/a	n/a
Improvements	+	$950,230	$0	$0	$0	$0	$0
Land	+	$70,650	$0	$0	$0	$0	$0
Production Market	+	$0	$0	$0	$0	$0	$0
Personal	+	$0	$0	$0	$0	$0	$0
Mineral	+	$0	$0	$0	$0	$0	$0
Total Market	=	$1,020,880	$0	$0	$0	$0	$0
Agricultural Loss	-	$0	$0	$0	$0	$0	$0
Homestead Cap Loss	-	$0	$0	$0	$0	$0	$0
Total Assessed	=	$1,020,880	$0	$0	$0	$0	$0

Improvement / Buildings *Improvement Value: $950,230*

Group Sequence	Code	Building Description	Year Built	Square Footage	Perimeter Footage
1	COMM	COMM BLDG	2018	1,600	160
2	CNPY	CANOPY	2018	750	110
3	CP	CARPORT	2018	700	110
4	CP	CARPORT	2018	700	110
5	CP	CARPORT	2018	700	110
6	CP	CARPORT	2018	700	110
7	CP	CARPORT	2018	142,800	1,514
8	MHS	MH SPACE(S)		124	250

Land Details *Market Value: $70,650* *Production Market Value: $0* *Production Value: $0*

Land Code	Acres	Sq. Ft.	Front Ft.	Rear Ft.	Depth	Mkt. Value	Prd. Value
SDO	7.850	341,946	0	0		70,650	0

Deed History

Conveyance	Volume	Page	Deed Date	Instrument
NO OWNER ON FILE			8/30/2022	2022-25439

Property Tax Estimation by Entity / Jurisdiction

Code	Description	Taxable Value	Tax Rate per $100	Tax Factor applied to Taxable Value	Estimated Tax
165	MIDLAND COUNTY	1,020,880	$0.12043	0.0012043	$1,229.45
CUD	MIDLAND COUNTY UTILITY DIST	1,020,880	$0.029446	0.00029446	$300.61
HOS	MIDLAND HOSPITAL	1,020,880	$0.07312	0.0007312	$746.47
RDC	MIDLAND COLLEGE	1,020,880	$0.07741	0.0007741	$790.26
SCM	MIDLAND ISD	1,020,880	$0.877	0.00877	$8,953.12
	Total Estimation		**$1.177406**	**0.01177406**	**$12,019.91**

The above property tax estimation is not a tax bill. Do not pay.
Click here to view actual Property Tax Bill.

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MIDLAND CENTRAL APPRAISAL DISTRICT

Property Year 2023 Tax Summary

Information Updated 2/16/2024

Property ID: R000227165 Geo ID: 00003920.012.6280

Property Details

CLICK HERE TO PAY PROPERTY TAXES

Ownership

RV MIDLAND TWO LLC

550 POST OAK BLVD SUITE 490
HOUSTON, TX 77027

Ownership Interest: 1.0000000

N34

Available Actions

CLICK HERE FOR PDF APPRAISAL NOTICE

Qualified Exemptions

Not Applicable

Legal Information

Legal: Acres: 5.840, 5.840 AC OUT OF SW/4, SEC: 12, BLK: 39-T2S, ABST: 662

Situs: COUNTY RD 00117 1317 E

Property Valuation History

Values by Year		2023	n/a	n/a	n/a	n/a	n/a
Improvements	+	$320,000	$0	$0	$0	$0	$0
Land	+	$52,560	$0	$0	$0	$0	$0
Production Market	+	$0	$0	$0	$0	$0	$0
Personal	+	$0	$0	$0	$0	$0	$0
Mineral	+	$0	$0	$0	$0	$0	$0
Total Market	=	$372,560	$0	$0	$0	$0	$0
Agricultural Loss	-	$0	$0	$0	$0	$0	$0
Homestead Cap Loss	-	$0	$0	$0	$0	$0	$0
Total Assessed	=	$372,560	$0	$0	$0	$0	$0

Improvement / Buildings *Improvement Value: $320,000*

Group Sequence	Code	Building Description	Year Built	Square Footage	Perimeter Footage
1	MHS	MH SPACE(S)		80	162

Land Details *Market Value: $52,560* *Production Market Value: $0* *Production Value: $0*

Land Code	Acres	Sq. Ft.	Front Ft.	Rear Ft.	Depth	Mkt. Value	Prd. Value
SDO	5.840	254,390	0	0		52,560	0

Deed History

Conveyance	Volume	Page	Deed Date	Instrument
NO OWNER ON FILE			8/30/2022	2022-25443

Property Tax Estimation by Entity / Jurisdiction

Code	Description	Taxable Value	Tax Rate per $100	Tax Factor applied to Taxable Value	Estimated Tax
165	MIDLAND COUNTY	372,560	$0.12043	0.0012043	$448.67
CUD	MIDLAND COUNTY UTILITY DIST	372,560	$0.029446	0.00029446	$109.70
HOS	MIDLAND HOSPITAL	372,560	$0.07312	0.0007312	$272.42
RDC	MIDLAND COLLEGE	372,560	$0.07741	0.0007741	$288.40
SCM	MIDLAND ISD	372,560	$0.877	0.00877	$3,267.35
	Total Estimation		**$1.177406**	**0.01177406**	**$4,386.54**

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Click here to view actual Property Tax Bill.

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MIDLAND CENTRAL APPRAISAL DISTRICT

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Property Year 2023 Tax Summary

Information Updated 2/16/2024

Property ID: R000227166 Geo ID: 00003920.012.6290

Property Details

CLICK HERE TO PAY PROPERTY TAXES

Ownership

RV MIDLAND THREE LLC

550 POST OAK BLVD SUITE 490
HOUSTON, TX 77027

Ownership Interest: 1.0000000

N34

Available Actions

CLICK HERE FOR PDF APPRAISAL NOTICE

Qualified Exemptions

Not Applicable

Legal Information

Legal: Acres: 12.190, 12.19 AC OUT OF SW/4, SEC: 12, BLK: 39-T2S, ABST: 662

Situs: COUNTY RD 00117 1317 E

Property Valuation History

Values by Year		2023	n/a	n/a	n/a	n/a	n/a
Improvements	+	$0	$0	$0	$0	$0	$0
Land	+	$109,710	$0	$0	$0	$0	$0
Production Market	+	$0	$0	$0	$0	$0	$0
Personal	+	$0	$0	$0	$0	$0	$0
Mineral	+	$0	$0	$0	$0	$0	$0
Total Market	=	$109,710	$0	$0	$0	$0	$0
Agricultural Loss	-	$0	$0	$0	$0	$0	$0
Homestead Cap Loss	-	$0	$0	$0	$0	$0	$0
Total Assessed	=	$109,710	$0	$0	$0	$0	$0

Improvement / Buildings *Improvement Value: $0*

Group Sequence	Code	Building Description	Year Built	Square Footage	Perimeter Footage

Land Details *Market Value: $109,710* *Production Market Value: $0* *Production Value: $0*

Land Code	Acres	Sq. Ft.	Front Ft.	Rear Ft.	Depth	Mkt. Value	Prd. Value
SDO	12.190	530,996	0	0		109,710	0

Deed History

Conveyance	Volume	Page	Deed Date	Instrument
NO OWNER ON FILE			8/30/2022	2022-25442

Property Tax Estimation by Entity / Jurisdiction

Code	Description	Taxable Value	Tax Rate per $100	Tax Factor applied to Taxable Value	Estimated Tax
165	MIDLAND COUNTY	109,710	$0.12043	0.0012043	$132.12
CUD	MIDLAND COUNTY UTILITY DIST	109,710	$0.029446	0.00029446	$32.31
HOS	MIDLAND HOSPITAL	109,710	$0.07312	0.0007312	$80.22
RDC	MIDLAND COLLEGE	109,710	$0.07741	0.0007741	$84.93
SCM	MIDLAND ISD	109,710	$0.877	0.00877	$962.16
	Total Estimation		**$1.177406**	**0.01177406**	**$1,291.74**

The above property tax estimation is not a tax bill. Do not pay.
Click here to view actual Property Tax Bill.

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Southwest Data Solutions is not responsible for any errors or omissions.

MIDLAND CENTRAL APPRAISAL DISTRICT (2024)

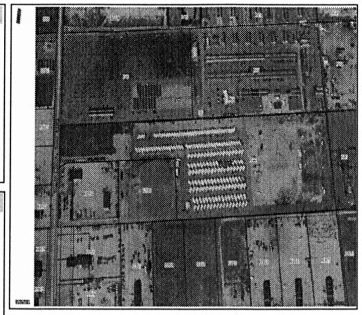
Property ID : R000005446 Geo ID : 00003920.012.6220 1/1

Ownership

PERMIAN LODGING MIDLAND LLC
1 FLAGG PLACE
LAFAYETTE, LA 70508

Exemptions/Deed

INST: 2012-24641
DATE: 11/13/2012



Legal Information

LEGAL: 3.57 AC OUT OF SW/4, SEC: 12, BLK: 39-T2S, ABST: 662
SITUS: 1317 E COUNTY RD 00117
ACRES:3.300

UNCERTIFIED

Appraisal Coding

Appr By	JG	Appr Dt	03/01/23
Check By	JG	Check Dt	03/01/23

Sale Dt	Type	Vol	Page	Inst	Deed Dt	Price	Value@Sale	Grantee	Grantor
6/21/18	D-19			2018-17793	6/21/18		++++++	RV MIDLAND ONE LLC	PERMIAN LODGING INC
11/13/12	D-19			2012-24641	11/13/12		++++++	PERMIAN LODGING INC	PERMIAN LODGING LLC
11/13/12	S-S			2012-24641	11/13/12	950,000	++++++	PERMIAN LODGING INC	RALPHS REAL ESTATE

Agent	Mortgage	Geo Quad	Aerial	Map Id	Use
		44	Q3	N34	

Building Code	Hs	Year/Eff Yr	Class	Sqft	Cpsf	Buildings	Features	Depr	% Cnd	%	Fn%	Ec%	Cpl%	Loc%	Net Adj%	Ptd	Value

Feature Code	Cpsf / Value

Land Code	Units / Alt Units	Cpu	Cpu Cd	Mkt Cpu	Adjustment Codes	Adj%	Adj Amt	Hs	Mkt Value	Ptd Prd	Prod Code	Prod Use	Yr Grant	Units	Cpu	Spec Value
SDO	3.300 AC/143,748 SF	15,000.0		9,000.00	ADJ(-),	-40%	-19,800	N	29,700	F2						
									=======							======
									29,700							0

Comments

**NOTES: ** PERMIAN LODGING - MIDLAND LODGE **

	2024	Ptd	Change +/-	Prior	2023	Ptd
Land Non Homesite +	29,700	F1	-2,430	32,130		F1
Total Market =	29,700		-2,430	32,130		
Assessed =	29,700		-2,430	32,130		

Entity / Description	Exemption	Txbl Value	Rate Per $100	Frz Yr	Ext. Tax Levy
165 MIDLAND COUNTY	0	29,700	.1204300		35.77
SCM MIDLAND ISD	0	29,700	.8770000		260.47
RDC MIDLAND COLLEGE	0	29,700	.0774100		22.99
HOS MIDLAND HOSPITAL	0	29,700	.0731200		21.72
CUD MIDLAND COUNTY UTILITY DIST	0	29,700	.0294460		8.75
** ESTIMATED TOTAL					=======
					349.70

Nbh Coding
B13
D02
CUD
MULTI
RD
MC21
EXTCOMM22

Misc Coding
MANCAMP
STA21

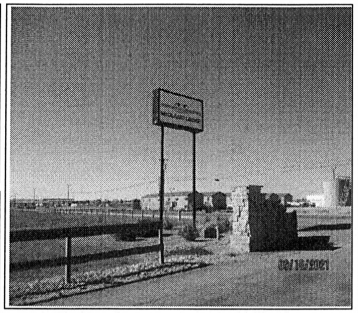
User PERVIN Print Date 2/16/2024 10:36:25 AM Property ID : R000005446 Geo ID : 00003920.012.6220 Quick Link :

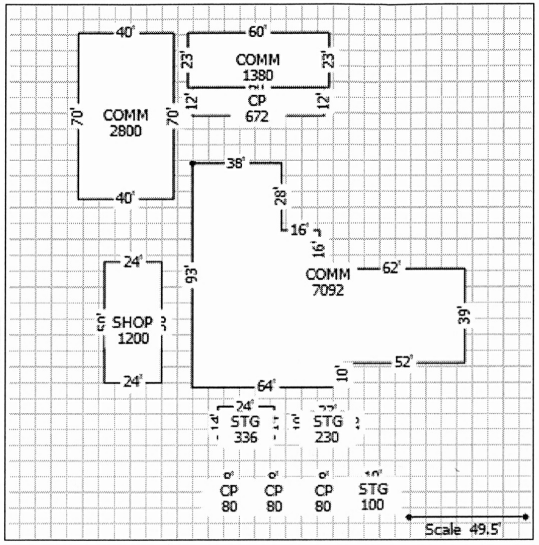
MIDLAND CENTRAL APPRAISAL DISTRICT (2024)

Property ID : R000005450 Geo ID : 00003920.012.7100

Ownership
PERMIAN LODGING MIDLAND LLC
1 FLAGG PLACE
LAFAYETTE, LA 70508

Exemptions/Deed
INST: 2012-24641
DATE: 11/13/2012





Legal Information
LEGAL: SW/4, SEC: 12, BLK: 39-T2S
SITUS: 2801 S COUNTY RD 01180 A
ACRES:20.500
XREF:M205134,M205874,M205136 +
UNCERTIFIED

Appraisal Coding			
Appr By	JG	Appr Dt	03/01/23
Check By	JG	Check Dt	03/01/23

Sale Dt	Type	Vol	Page	Inst	Deed Dt	Price	Value@Sale	Grantee	Grantor
11/13/12	D-19			2012-24641	11/13/12		++++++	PERMIAN LODGING INC	PERMIAN LODGING INC
11/13/12	S-S			2012-24641	11/13/12	950,000	++++++	PERMIAN LODGING INC	RALPHS REAL ESTATE
11/2/12	S-S			2012-23998	11/2/12	950,000	++++++	RALPHS REAL ESTATE	BOYD FOY W JR

Agent	Mortgage	Geo Quad	Aerial	Map Id	Use
		44	Q3	N34	CCM02

Building Code	Hs	Year/Eff Yr	Class	Sqft	Cpsf	Buildings	Features	Depr	% Cnd	%	Fn%	Ec%	Cpl%	Loc%	Net Adj%	Ptd		Value
COMM-COMM BLDG	N		FRDL	7,092	105.34	747,071	0	-80%		0%	0%	0%	100%	0%	-80.0%	E2	*	149,414
STG-STG BLDG	N	1975/NA	*STGF	100	15.12	1,512	0 8	-80%		0%	0%	0%	100%	0%	-80.0%	E2	*	302
STG-STG BLDG	N	1975/NA	*STGM	230	9.34	2,148	0 8	-80%		0%	0%	0%	100%	0%	-80.0%	E2	*	430
CP-CARPORT	N	1983/NA	*CPM1	672	12.87	8,649	0 9	-80%		0%	0%	0%	100%	0%	-80.0%	E2	*	1,730
SHOP-SHOP	N	1983/NA	*FWSL	1,200	32.97	39,564	0 6	-80%		0%	0%	0%	100%	0%	-80.0%	E2	*	7,913
STG-STG BLDG	N	2000/NA	*STGF	336	15.12	5,080	0 8	-79%		0%	0%	0%	100%	0%	-79.0%	E2	*	1,067
CP-CARPORT	N	2012/NA	*CPM2	80	12.98	1,038	0 9	-24%		0%	0%	0%	100%	0%	-24.0%	E2	*	789
CP-CARPORT	N	2012/NA	*CPM2	80	12.98	1,038	0 9	-24%		0%	0%	0%	100%	0%	-24.0%	E2	*	789
CP-CARPORT	N	2012/NA	*CPM2	80	12.98	1,038	0 9	-24%		0%	0%	0%	100%	0%	-24.0%	E2	*	789
COMM-COMM BLDG	N	1975/NA	*FWSL	1,380	32.97	45,499	0 6	-80%		0%	0%	0%	100%	0%	-80.0%	E2	*	9,100
COMM-COMM BLDG	N	2018/NA	*FOSL	2,800	79.68	223,104	0 6	-11%		0%	0%	0%	100%	0%	-11.0%	E2	*	198,563
				14,050		1,075,741	0											370,886

CSF IMPR: 52.296

Feature Code	Cpsf / Value
1.0-BATHS	0
	0

Land Code	Units / Alt Units	Cpu	Cpu Cd	Mkt Cpu	Adjustment Codes	Adj%	Adj Amt	Hs	Mkt Value	Ptd Prd	Prod Code	Prod Use	Yr Grant	Units	Cpu	Spec Value
SDO	20.500 AC/892,980 SF	15,000.0		15,000.00		0%		N	307,500	F1						
									307,500							0

Comments
**NOTES: ** PERMIAN LODGING - MIDLAND LODGE **

	2024	Ptd	Change +/-	Prior 2023	Ptd
Impr Non Homesite +	2,727,750	F1	0	2,727,750	F1
Land Non Homesite +	307,500	F1	0	307,500	F1
Total Market =	3,035,250		0	3,035,250	
Assessed =	3,035,250		0	3,035,250	

Entity / Description	Exemption	Txbl Value	Rate Per $100	Frz Yr	Ext. Tax Levy
165 MIDLAND COUNTY	0	3,035,250	.1204300		3,655.35
SCM MIDLAND ISD	0	3,035,250	.8770000		26,619.14
RDC MIDLAND COLLEGE	0	3,035,250	.0774100		2,349.59
HOS MIDLAND HOSPITAL	0	3,035,250	.0731200		2,219.37
CUD MIDLAND COUNTY UTILITY DIST	0	3,035,250	.0294460		893.76
** ESTIMATED TOTAL					35,737.21

Nbh Coding
B13
CUD
RVS
MULTI
MC21
EXTCOMM22

Misc Coding
MANCAMP
STA21

User PERVIN Print Date 2/16/2024 10:36:48 AM Property ID : R000005450 Geo ID : 00003920.012.7100 Quick Link :

MIDLAND CENTRAL APPRAISAL DISTRICT (2024)

Property ID : R000005450 Geo ID : 00003920.012.7100

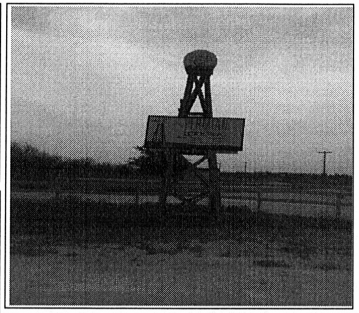
Ownership

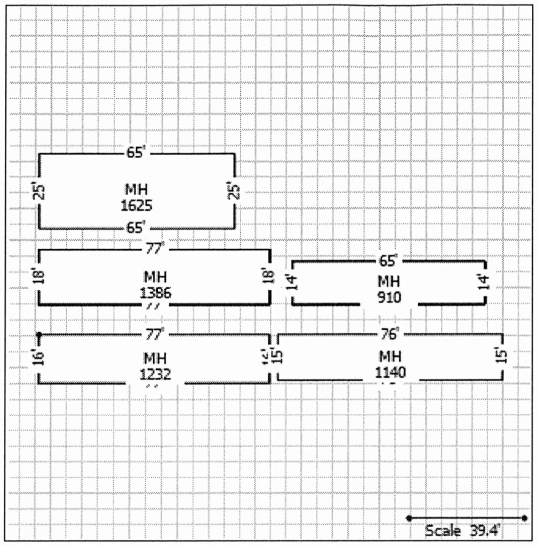
PERMIAN LODGING MIDLAND LLC

1 FLAGG PLACE
LAFAYETTE, LA 70508

Exemptions/Deed

INST: 2012-24641
DATE: 11/13/2012





Legal Information

LEGAL: SW/4, SEC: 12, BLK: 39-T2S
SITUS: 2801 S COUNTY RD 01180 A
ACRES:20.500
XREF:M205134,M205874,M205136 +

UNCERTIFIED

Appraisal Coding

Appr By	JG	Appr Dt	03/01/23
Check By	JG	Check Dt	03/01/23

Sale Dt	Type	Vol	Page	Inst	Deed Dt	Price	Value@Sale	Grantee	Grantor
11/13/12	D-19			2012-24641	11/13/12		++++++	PERMIAN LODGING INC	PERMIAN LODGING INC
11/13/12	S-S			2012-24641	11/13/12	950,000	++++++	PERMIAN LODGING INC	RALPHS REAL ESTATE
11/2/12	S-S			2012-23998	11/2/12	950,000	++++++	RALPHS REAL ESTATE	BOYD FOY W JR

Agent	Mortgage	Geo Quad	Aerial	Map Id	Use
		44	Q3	N34	CCM02

Building Code	Hs	Year/Eff Yr	Class	Sqft	Cpsf	Buildings	Features	Depr	% Cnd	%	Fn%	Ec%	Cpl%	Loc%	Net Adj%	Ptd	Value
MH-MOBILE HOME	N	2015/NA	*MCS1	1,232	17.00	20,944	0 MH	-22%		0%	0%	0%	100%	0%	-22.0%	*	16,336
MH-MOBILE HOME	N	2015/NA	*MCS1	1,232	17.00	20,944	0 MH	-22%		0%	0%	0%	100%	0%	-22.0%	*	16,336
MH-MOBILE HOME	N	2015/NA	*MCS1	1,232	17.00	20,944	0 MH	-22%		0%	0%	0%	100%	0%	-22.0%	*	16,336
MH-MOBILE HOME	N	2015/NA	*MCS1	1,232	17.00	20,944	0 MH	-22%		0%	0%	0%	100%	0%	-22.0%	*	16,336
MH-MOBILE HOME	N	2015/NA	*MCS1	1,232	17.00	20,944	0 MH	-22%		0%	0%	0%	100%	0%	-22.0%	*	16,336
MH-MOBILE HOME	N	2015/NA	*MCS1	1,232	17.00	20,944	0 MH	-22%		0%	0%	0%	100%	0%	-22.0%	*	16,336
MH-MOBILE HOME	N	2015/NA	*MCS1	1,232	17.00	20,944	0 MH	-22%		0%	0%	0%	100%	0%	-22.0%	*	16,336
MH-MOBILE HOME	N	2015/NA	*MCD1	1,140	26.00	29,640	0 MH	-22%		0%	0%	0%	100%	0%	-22.0%	*	23,119
MH-MOBILE HOME	N	2015/NA	*MCD1	1,140	26.00	29,640	0 MH	-22%		0%	0%	0%	100%	0%	-22.0%	*	23,119
MH-MOBILE HOME	N	2015/NA	*MCS1	1,386	17.00	23,562	0 MH	-22%		0%	0%	0%	100%	0%	-22.0%	*	18,378
MH-MOBILE HOME	N	2015/NA	*MCS1	1,386	17.00	23,562	0 MH	-22%		0%	0%	0%	100%	0%	-22.0%	*	18,378
MH-MOBILE HOME	N	2015/NA	*MCS1	1,386	17.00	23,562	0 MH	-22%		0%	0%	0%	100%	0%	-22.0%	*	18,378
MH-MOBILE HOME	N	2015/NA	*MCS1	1,386	17.00	23,562	0 MH	-22%		0%	0%	0%	100%	0%	-22.0%	*	18,378
MH-MOBILE HOME	N	2015/NA	*MCS1	1,386	17.00	23,562	0 MH	-22%		0%	0%	0%	100%	0%	-22.0%	*	18,378
MH-MOBILE HOME	N	2015/NA	*MCS1	1,386	17.00	23,562	0 MH	-22%		0%	0%	0%	100%	0%	-22.0%	*	18,378
MH-MOBILE HOME	N	2015/NA	*MCS1	1,386	17.00	23,562	0 MH	-22%		0%	0%	0%	100%	0%	-22.0%	*	18,378
MH-MOBILE HOME	N	2015/NA	*MCS1	1,386	17.00	23,562	0 MH	-22%		0%	0%	0%	100%	0%	-22.0%	*	18,378
MH-MOBILE HOME	N	2015/NA	*MCS1	1,386	17.00	23,562	0 MH	-22%		0%	0%	0%	100%	0%	-22.0%	*	18,378
MH-MOBILE HOME	N	2015/NA	*MCS1	1,386	17.00	23,562	0 MH	-22%		0%	0%	0%	100%	0%	-22.0%	*	18,378
MH-MOBILE HOME	N	2015/NA	*MCS1	1,386	17.00	23,562	0 MH	-22%		0%	0%	0%	100%	0%	-22.0%	*	18,378
MH-MOBILE HOME	N	2015/NA	*MCS1	1,386	17.00	23,562	0 MH	-22%		0%	0%	0%	100%	0%	-22.0%	*	18,378
MH-MOBILE HOME	N	2015/NA	*MCS1	1,386	17.00	23,562	0 MH	-22%		0%	0%	0%	100%	0%	-22.0%	*	18,378
MH-MOBILE HOME	N	2015/NA	*MCS1	1,386	17.00	23,562	0 MH	-22%		0%	0%	0%	100%	0%	-22.0%	*	18,378
MH-MOBILE HOME	N	2015/NA	*MCS1	1,386	17.00	23,562	0 MH	-22%		0%	0%	0%	100%	0%	-22.0%	*	18,378
MH-MOBILE HOME	N	2015/NA	*MCS1	1,386	17.00	23,562	0 MH	-22%		0%	0%	0%	100%	0%	-22.0%	*	18,378
MH-MOBILE HOME	N	2015/NA	*MCS1	1,386	17.00	23,562	0 MH	-22%		0%	0%	0%	100%	0%	-22.0%	*	18,378
MH-MOBILE HOME	N	2015/NA	*MCS1	1,386	17.00	23,562	0 MH	-22%		0%	0%	0%	100%	0%	-22.0%	*	18,378
MH-MOBILE HOME	N	2015/NA	*MCS1	1,386	17.00	23,562	0 MH	-22%		0%	0%	0%	100%	0%	-22.0%	*	18,378
MH-MOBILE HOME	N	2015/NA	*MCS1	1,386	17.00	23,562	0 MH	-22%		0%	0%	0%	100%	0%	-22.0%	*	18,378
MH-MOBILE HOME	N	2015/NA	*MCS1	1,386	17.00	23,562	0 MH	-22%		0%	0%	0%	100%	0%	-22.0%	*	18,378
MH-MOBILE HOME	N	2015/NA	*MCS1	1,386	17.00	23,562	0 MH	-22%		0%	0%	0%	100%	0%	-22.0%	*	18,378
MH-MOBILE HOME	N	2015/NA	*MCS1	1,386	17.00	23,562	0 MH	-22%		0%	0%	0%	100%	0%	-22.0%	*	18,378
MH-MOBILE HOME	N	2015/NA	*MCS1	1,386	17.00	23,562	0 MH	-22%		0%	0%	0%	100%	0%	-22.0%	*	18,378
MH-MOBILE HOME	N	2015/NA	*MCS1	1,386	17.00	23,562	0 MH	-22%		0%	0%	0%	100%	0%	-22.0%	*	18,378
MH-MOBILE HOME	N	2015/NA	*MCS1	1,386	17.00	23,562	0 MH	-22%		0%	0%	0%	100%	0%	-22.0%	*	18,378
MH-MOBILE HOME	N	2015/NA	*MCS1	1,386	17.00	23,562	0 MH	-22%		0%	0%	0%	100%	0%	-22.0%	*	18,378
MH-MOBILE HOME	N	2015/NA	*MCS1	1,386	17.00	23,562	0 MH	-22%		0%	0%	0%	100%	0%	-22.0%	*	18,378
MH-MOBILE HOME	N	2015/NA	*MCS1	1,386	17.00	23,562	0 MH	-22%		0%	0%	0%	100%	0%	-22.0%	*	18,378
MH-MOBILE HOME	N	2015/NA	*MCS1	1,386	17.00	23,562	0 MH	-22%		0%	0%	0%	100%	0%	-22.0%	*	18,378
MH-MOBILE HOME	N	2015/NA	*MCS1	1,386	17.00	23,562	0 MH	-22%		0%	0%	0%	100%	0%	-22.0%	*	18,378
MH-MOBILE HOME	N	2015/NA	*MCS1	1,386	17.00	23,562	0 MH	-22%		0%	0%	0%	100%	0%	-22.0%	*	18,378
MH-MOBILE HOME	N	2015/NA	*MCS1	1,386	17.00	23,562	0 MH	-22%		0%	0%	0%	100%	0%	-22.0%	*	18,378
MH-MOBILE HOME	N	2015/NA	*MCS1	1,386	17.00	23,562	0 MH	-22%		0%	0%	0%	100%	0%	-22.0%	*	18,378
MH-MOBILE HOME	N	2015/NA	*MCS1	1,386	17.00	23,562	0 MH	-22%		0%	0%	0%	100%	0%	-22.0%	*	18,378
MH-MOBILE HOME	N	2015/NA	*MCS1	1,386	17.00	23,562	0 MH	-22%		0%	0%	0%	100%	0%	-22.0%	*	18,378
MH-MOBILE HOME	N	2015/NA	*MCS1	1,386	17.00	23,562	0 MH	-22%		0%	0%	0%	100%	0%	-22.0%	*	18,378
MH-MOBILE HOME	N	2015/NA	*MCS1	1,386	17.00	23,562	0 MH	-22%		0%	0%	0%	100%	0%	-22.0%	*	18,378
MH-MOBILE HOME	N	2015/NA	*MCS1	1,386	17.00	23,562	0 MH	-22%		0%	0%	0%	100%	0%	-22.0%	*	18,378
MH-MOBILE HOME	N	2015/NA	*MCS1	1,386	17.00	23,562	0 MH	-22%		0%	0%	0%	100%	0%	-22.0%	*	18,378
MH-MOBILE HOME	N	2015/NA	*MCS1	1,386	17.00	23,562	0 MH	-22%		0%	0%	0%	100%	0%	-22.0%	*	18,378
MH-MOBILE HOME	N	2015/NA	*MCS1	1,386	17.00	23,562	0 MH	-22%		0%	0%	0%	100%	0%	-22.0%	*	18,378
MH-MOBILE HOME	N	2015/NA	*MCS1	1,386	17.00	23,562	0 MH	-22%		0%	0%	0%	100%	0%	-22.0%	*	18,378
MH-MOBILE HOME	N	2015/NA	*MCS1	1,386	17.00	23,562	0 MH	-22%		0%	0%	0%	100%	0%	-22.0%	*	18,378
MH-MOBILE HOME	N	2015/NA	*MCS1	910	17.00	15,470	0 MH	-22%		0%	0%	0%	100%	0%	-22.0%	*	12,067
MH-MOBILE HOME	N	2015/NA	*MCS1	910	17.00	15,470	0 MH	-22%		0%	0%	0%	100%	0%	-22.0%	*	12,067

Feature Code	Cpsf / Value

MH-MOBILE HOME	N	2015/NA	*MCS1	910	17.00	15,470	0 MH	-22%	0%	0%	0%	100%	0%	-22.0%	*	12,067

MIDLAND CENTRAL APPRAISAL DISTRICT (2024)

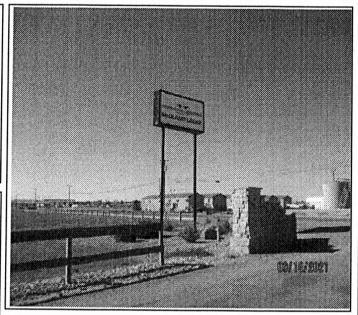
Property ID : R000005451 Geo ID : 00003920.012.7150

Ownership

PERMIAN LODGING MIDLAND LLC
1 FLAGG PLACE
LAFAYETTE, LA 70508

Exemptions/Deed

INST: 2012-24641
DATE: 11/13/2012



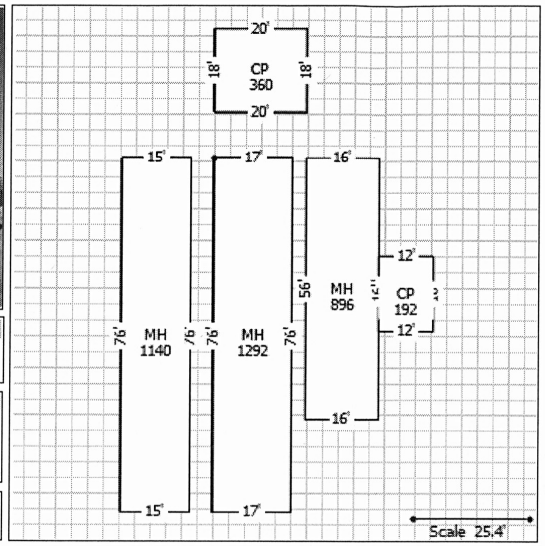
Legal Information

LEGAL: SW/4, SEC: 12, BLK: 39-T2S
SITUS: 2801 S COUNTY RD 01180
ACRES:20.000
XREF:M2786

UNCERTIFIED

Appraisal Coding

Appr By	JG	Appr Dt	03/01/23
Check By	JG	Check Dt	03/01/23



Sale Dt	Type	Vol	Page	Inst	Deed Dt	Price	Value@Sale	Grantee	Grantor
11/13/12	S-S			2012-24641	11/13/12	950,000	++++++	PERMIAN LODGING INC	RALPHS REAL ESTATE
11/2/12	D-13			2012-23998	11/2/12		++++++	RALPHS REAL ESTATE	BOYD FOY
12/17/79		0671	0574		12/17/79		++++++		

Agent	Mortgage	Geo Quad	Aerial	Map Id	Use
		44	Q3	N34	

Building Code	Hs	Year/Eff Yr	Class	Sqft	Cpsf	Buildings	Features	Depr	% Cnd	%	Fn%	Ec%	Cpl%	Loc%	Net Adj%	Ptd	Value
MH-MOBILE HOME	N	2016/NA	*MCS1	1,292	17.00	21,964	0 MH	-19%		0%	0%	0%	100%	0%	-19.0%	*	17,791
MH-MOBILE HOME	N	2016/NA	*MCS1	1,292	17.00	21,964	0 MH	-19%		0%	0%	0%	100%	0%	-19.0%	*	17,791
MH-MOBILE HOME	N	2016/NA	*MCS1	1,292	17.00	21,964	0 MH	-19%		0%	0%	0%	100%	0%	-19.0%	*	17,791
MH-MOBILE HOME	N	2016/NA	*MCS1	1,292	17.00	21,964	0 MH	-19%		0%	0%	0%	100%	0%	-19.0%	*	17,791
MH-MOBILE HOME	N	2016/NA	*MCS1	1,292	17.00	21,964	0 MH	-19%		0%	0%	0%	100%	0%	-19.0%	*	17,791
MH-MOBILE HOME	N	2016/NA	*MCS1	1,292	17.00	21,964	0 MH	-19%		0%	0%	0%	100%	0%	-19.0%	*	17,791
MH-MOBILE HOME	N	2016/NA	*MCS1	1,292	17.00	21,964	0 MH	-19%		0%	0%	0%	100%	0%	-19.0%	*	17,791
MH-MOBILE HOME	N	2016/NA	*MCS1	1,292	17.00	21,964	0 MH	-19%		0%	0%	0%	100%	0%	-19.0%	*	17,791
MH-MOBILE HOME	N	2016/NA	*MCS1	1,292	17.00	21,964	0 MH	-19%		0%	0%	0%	100%	0%	-19.0%	*	17,791
MH-MOBILE HOME	N	2016/NA	*MCS1	1,292	17.00	21,964	0 MH	-19%		0%	0%	0%	100%	0%	-19.0%	*	17,791
MH-MOBILE HOME	N	2016/NA	*MCS1	1,292	17.00	21,964	0 MH	-19%		0%	0%	0%	100%	0%	-19.0%	*	17,791
MH-MOBILE HOME	N	2016/NA	*MCS1	1,292	17.00	21,964	0 MH	-19%		0%	0%	0%	100%	0%	-19.0%	*	17,791
MH-MOBILE HOME	N	2016/NA	*MCS1	1,292	17.00	21,964	0 MH	-19%		0%	0%	0%	100%	0%	-19.0%	*	17,791
MH-MOBILE HOME	N	2016/NA	*MCS1	1,292	17.00	21,964	0 MH	-19%		0%	0%	0%	100%	0%	-19.0%	*	17,791
MH-MOBILE HOME	N	2016/NA	*MCS1	1,292	17.00	21,964	0 MH	-19%		0%	0%	0%	100%	0%	-19.0%	*	17,791
MH-MOBILE HOME	N	2016/NA	*MCS1	1,292	17.00	21,964	0 MH	-19%		0%	0%	0%	100%	0%	-19.0%	*	17,791
MH-MOBILE HOME	N	2016/NA	*MCS1	1,292	17.00	21,964	0 MH	-19%		0%	0%	0%	100%	0%	-19.0%	*	17,791
MH-MOBILE HOME	N	2016/NA	*MCD1	1,140	26.00	29,640	0 MH	-19%		0%	0%	0%	100%	0%	-19.0%	*	24,008
MH-MOBILE HOME	N	2016/NA	*MCD1	1,140	26.00	29,640	0 MH	-19%		0%	0%	0%	100%	0%	-19.0%	*	24,008
MH-MOBILE HOME	N	2016/NA	*MCD1	1,140	26.00	29,640	0 MH	-19%		0%	0%	0%	100%	0%	-19.0%	*	24,008
MH-MOBILE HOME	N	2016/NA	*MCD1	1,140	26.00	29,640	0 MH	-19%		0%	0%	0%	100%	0%	-19.0%	*	24,008
MH-MOBILE HOME	N	2016/NA	*MCD1	1,140	26.00	29,640	0 MH	-19%		0%	0%	0%	100%	0%	-19.0%	*	24,008
MH-MOBILE HOME	N	2016/NA	*MCD1	1,140	26.00	29,640	0 MH	-19%		0%	0%	0%	100%	0%	-19.0%	*	24,008
MH-MOBILE HOME	N	2016/NA	*MCS1	896	17.00	15,232	0 MH	-19%		0%	0%	0%	100%	0%	-19.0%	*	12,338
CP-CARPORT	N	20106/NA	*CPM1	192	12.87	2,471	0 9	0%		0%	0%	0%	100%	0%	0.0%	*	2,471
CP-CARPORT	N	2016/NA	*CPM1	360	12.87	4,633	0 9	-15%		0%	0%	0%	100%	0%	-15.0%	*	3,938
CP-CARPORT	N	2016/NA	*CPM1	360	12.87	4,633	0 9	-15%		0%	0%	0%	100%	0%	-15.0%	*	3,938
CP-CARPORT	N	2016/NA	*CPM1	360	12.87	4,633	0 9	-15%		0%	0%	0%	100%	0%	-15.0%	*	3,938
CP-CARPORT	N	2016/NA	*CPM1	360	12.87	4,633	0 9	-15%		0%	0%	0%	100%	0%	-15.0%	*	3,938
CP-CARPORT	N	2016/NA	*CPM1	360	12.87	4,633	0 9	-15%		0%	0%	0%	100%	0%	-15.0%	*	3,938
				30,400		570,132	0										463,203

CSF IMPR: 358.516

Feature Code	Cpsf / Value

Land Code	Units / Alt Units	Cpu	Cpu Cd	Mkt Cpu	Adjustment Codes	Adj%	Adj Amt	Hs	Mkt Value	Ptd Prd	Prod Code	Prod Use	Yr Grant	Units	Cpu	Spec Value
SDO	20.000 AC/871,200 SF	15,000.0		15,000.00		0%		N	300,000	F1						
									300,000							0

MIDLAND CENTRAL APPRAISAL DISTRICT (2024)

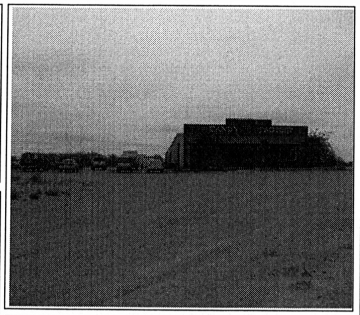
Property ID : R000005451 Geo ID : 00003920.012.7150 2/2

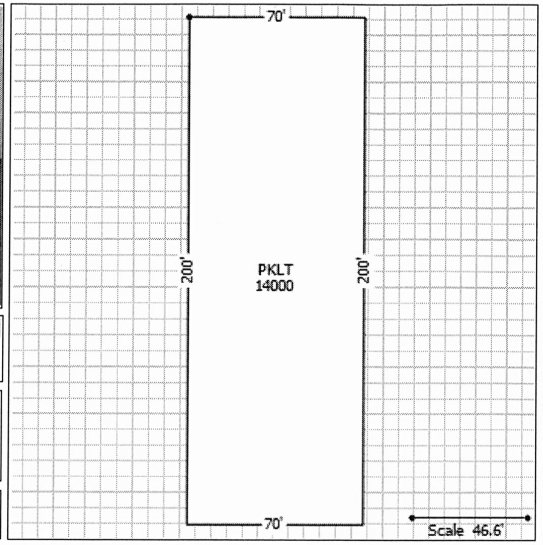
Ownership

PERMIAN LODGING MIDLAND LLC
1 FLAGG PLACE
LAFAYETTE, LA 70508

Exemptions/Deed

INST: 2012-24641
DATE: 11/13/2012





Legal Information

LEGAL: SW/4, SEC: 12, BLK: 39-T2S
SITUS: 2801 S COUNTY RD 01180
ACRES:20.000
XREF:M2786

UNCERTIFIED

Appraisal Coding

Appr By	JG	Appr Dt	03/01/23
Check By	JG	Check Dt	03/01/23

Sale Dt	Type	Vol	Page	Inst	Deed Dt	Price	Value@Sale	Grantee	Grantor
11/13/12	S-S			2012-24641	11/13/12	950,000	++++++	PERMIAN LODGING INC	RALPHS REAL ESTATE
11/2/12	D-13			2012-23998	11/2/12		++++++	RALPHS REAL ESTATE	BOYD FOY
12/17/79		0671	0574		12/17/79		++++++		

Agent	Mortgage	Geo Quad	Aerial	Map Id	Use
		44	Q3	N34	

Building Code	Hs	Year/Eff Yr	Class	Sqft	Cpsf	Buildings	Features	Depr	% Cnd	%	Fn%	Ec%	Cpl%	Loc%	Net Adj%	Ptd	Value
PKLT-PARKING LT	N	2016/NA	BT	14,000	3.25	45,500	0		0%	0%	0%	0%	100%	0%	0.0%	F1	45,500
				14,000		45,500	0										45,500

CSF IMPR: 3.25

Feature Code	Cpsf / Value

Land Code	Units / Alt Units	Cpu	Cpu Cd	Mkt Cpu	Adjustment Codes	Adj%	Adj Amt	Hs	Mkt Value	Ptd	Prd	Prod Code	Prod Use	Yr Grant	Units	Cpu	Spec Value
SDO	20.000 AC/871,200 SF	15,000.0		15,000.00		0%		N	300,000	F1							0
									300,000								

Comments

**NOTES: ** PERMIAN LODGING - MIDLAND LODGE ** ADD BT PKLT 2016 FWD;

	2024	Ptd	Change +/-	Prior 2023	Ptd
Impr Non Homesite +	520,060	F1	0	520,060	F1
Land Non Homesite +	300,000	F1	0	300,000	F1
Total Market =	820,060		0	820,060	
Assessed =	820,060		0	820,060	

Entity / Description	Exemption	Txbl Value	Rate Per $100	Frz Yr	Ext. Tax Levy
165 MIDLAND COUNTY	0	820,060	.1204300		987.60
SCM MIDLAND ISD	0	820,060	.8770000		7,191.93
RDC MIDLAND COLLEGE	0	820,060	.0774100		634.81
HOS MIDLAND HOSPITAL	0	820,060	.0731200		599.63
CUD MIDLAND COUNTY UTILITY DIST	0	820,060	.0294460		241.47
** ESTIMATED TOTAL					9,655.44

Nbh Coding
AGU
B13
D02
CUD
MULTI
MC21
EXTCOMM22

Misc Coding
LND 1
MANCAMP
STA21

User PERVIN Print Date 2/16/2024 10:37:10 AM Property ID : R000005451 Geo ID : 00003920.012.7150 Quick Link :

PERMIAN LODGING MIDLAND LLC; RV MIDLAND ONE, LLC; RV MIDLAND TWO, LLC; AND RV MIDLAND THREE, LLC'S PETITION FOR RELEASE FROM THE CITY OF MIDLAND EXTRATERRITORIAL JURISDICTION PURSUANT TO SUBSECTION 42.102(b) OF THE TEXAS LOCAL GOVERNMENT CODE

To the Mayor and City Council of the City of Midland, Texas:

Now come PERMIAN LODGING MIDLAND LLC; RV MIDLAND ONE, LLC; RV MIDLAND TWO, LLC; AND RV MIDLAND THREE, LLC (collectively, the "Entities"); which send this PETITION FOR RELEASE FROM THE CITY OF MIDLAND EXTRATERRITORIAL JURISDICTION (the "Petition") to the City of Midland (the "City") for release of certain real property from the City's Extraterritorial Jurisdiction ("ETJ") and respectfully show the following:

I. AUTHORITY TO FILE PETITION FOR RELEASE

1.1 The Entities own four tracts which collectively comprise approximately 88.182 acres as shown in **Exhibits 1-4** (collectively, the "Area"). **Exhibits 1-4** are attached hereto and incorporated herein for all intents and purposes.

1.2 Permian Lodging Midland LLC (formerly known as Permian Lodging LLC) is the owner of Tract 1. *See* Midland County Clerk, Instrument No. 2012-24641. The legal description and map for Tract 1 are provided in **Exhibit 1-A and 1-B**.

1.3 RV Midland One, LLC is the owner of Tract 2. *See* Midland County Clerk, Instrument No. 2022-25439. The legal description and map for Tract 2 are provided in **Exhibit 2-A and 2-B**.

1.4 RV Midland Two, LLC is the owner of Tract 3. *See* Midland County Clerk, Instrument No. 2022-25443. The legal description and map for Tract 3 are provided in **Exhibit 3-A and 3-B**.

1.5 RV Midland Three, LLC is the owner of Tract 4. *See* Midland County Clerk, Instrument No. 2022-25442. The legal description and map for Tract 4 are provided in **Exhibit 4-A and 4-B**.

1.6 The Area has a resident population of less than 200.

1.7 Pursuant to S.B. 2038, effective September 1, 2023, codified in Texas Local Government Code Chapter 42, Subsection D, Release of Area by Petition of Landowner or Resident from Extraterritorial Jurisdiction (the "Code"), no exceptions apply which would prohibit the Entities' tracts from being eligible for release from the City's ETJ.

1.8 The signature of Paul Beaullieu on behalf of the Entities therefore constitutes compliance with Section 42.101 of the Code.

II. PETITION

2.1 The undersigned Entities, acting pursuant to the provisions of Subsection 42.102(b), Texas Local Government Code, petition the City for the release of the Area described in **Exhibits 1-4**, a copy of which is attached hereto and incorporated herein, from the City's ETJ. The person signing this petition on behalf of the Entities is authorized to sign on behalf of the Entities. The Area is currently located within the City's ETJ and is not located in an area described by Section 42.101, Texas Local Government Code; therefore, the Area is eligible for release from the City's ETJ pursuant to Section 42.102(b), Texas Local Government Code. The undersigned are the sole owners of the Area and hold title to the Area, as indicated by the tax rolls of the Midland County central appraisal district. *See* **Exhibit 5**, attached and incorporated herein for all intents and purposes. Pursuant to Subsections 42.105(c) and (d), Texas Local Government Code, (a) the City shall immediately release the Area from the City's ETJ; and (b) if the City fails to take action to release the Area from the City's ETJ by the later of the 45th day after the date the City receives this Petition for ETJ Release or the next meeting of the City's governing body that occurs after the 30th day after the date the City receives this Petition for ETJ Release, the Area is released from the City's ETJ by operation of law.

[SIGNATURE PAGES TO FOLLOW]

The undersigned owner of Tract 1, when combined with the other owners of the Area, constitutes a majority of the owners of the Area, and said owner does hereby submit this Petition for Release from the City of Midland ETJ and attests to the accuracy of the facts stated herein.

Permian Lodging Midland LLC

By: New Alchemy Manager 2018, LLC, a Louisiana limited liability company

By: Alchemy Tenacity, LLC, a Louisiana limited liability company

By: Richard Paul Beaullieu
Richard Paul Beaullieu, Manager

STATE OF ~~TEXAS~~ Louisiana §
§
COUNTY OF Lafayette §

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME on the 20 day of February, 2024 by Paul Beaullieu, Manager for Alchemy Tenacity, LLC, Manager of New Alchemy Manager 2018, LLC, Manager of Permian Lodging Midland LLC.

X Personally Known

__Produced Identification

ID Number and Type of ID_____

NICOLE JOHNSON
Notary Public
State of Louisiana
Notary ID # 139074
Lafayette Parish

(Notary Seal)

Nicole Johnson
Signature of Notary

Nicole Johnson
Printed Name, Notary Public, State of ~~Texas~~ Louisiana

The undersigned owner of Tract 2, when combined with the other owners of the Area, constitutes a majority of the owners of the Area, and said owner does hereby submit this Petition for Release from the City of Midland ETJ and attests to the accuracy of the facts stated herein.

RV Midland One, LLC

By: New Alchemy Manager 2018, LLC, a Louisiana limited liability company

By: Alchemy Tenacity, LLC, a Louisiana limited liability company

By: Richard Paul Beaullieu
Richard Paul Beaullieu, Manager

STATE OF ~~TEXAS~~ Louisiana §
§
COUNTY OF Lafayette §

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME on the 20 day of February, 2024 by Paul Beaullieu, Manager for Alchemy Tenacity, LLC, Manager of New Alchemy Manager 2018, LLC, Manager of RV Midland One, LLC.

X Personally Known

__Produced Identification

ID Number and Type of ID_____

(Notary Seal)

NICOLE JOHNSON
Notary Public
State of Louisiana
Notary ID # 139074
Lafayette Parish

Nicole Johnson
Signature of Notary

Nicole Johnson
Printed Name, Notary Public, State of ~~Texas~~ Louisiana

The undersigned owner of Tract 3, when combined with the other owners of the Area, constitutes a majority of the owners of the Area, and said owner does hereby submit this Petition for Release from the City of Midland ETJ and attests to the accuracy of the facts stated herein.

RV Midland Two, LLC

By: New Alchemy Manager 2018, LLC, a Louisiana limited liability company

By: Alchemy Tenacity, LLC, a Louisiana limited liability company

By: Richard Paul Beaullieu
Richard Paul Beaullieu, Manager

STATE OF ~~TEXAS~~ Louisiana §
§
COUNTY OF Lafayette §

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME on the 20 day of February, 2024 by Paul Beaullieu, Manager for Alchemy Tenacity, LLC, Manager of New Alchemy Manager 2018, LLC, Manager of RV Midland Two, LLC.

X Personally Known

__Produced Identification

ID Number and Type of ID_____

(Notary Seal) NICOLE JOHNSON Notary Public State of Louisiana Notary ID # 139074 Lafayette Parish

Nicole Johnson
Signature of Notary

Nicole Johnson
Printed Name, Notary Public, State of ~~Texas~~ Louisiana

The undersigned owner of Tract 4, when combined with the other owners of the Area, constitutes a majority of the owners of the Area, and said owner does hereby submit this Petition for Release from the City of Midland ETJ and attests to the accuracy of the facts stated herein.

RV Midland Three, LLC

By: New Alchemy Manager 2018, LLC, a Louisiana limited liability company

By: Alchemy Tenacity, LLC, a Louisiana limited liability company

By: Richard Paul Beaullieu
Richard Paul Beaullieu, Manager

STATE OF ~~TEXAS~~ Louisiana §
§
COUNTY OF Lafayette §

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME on the 20 day of February, 2024 by Paul Beaullieu, Manager for Alchemy Tenacity, LLC, Manager of New Alchemy Manager 2018, LLC, Manager of RV Midland Three, LLC.

X Personally Known

__Produced Identification

ID Number and Type of ID_____

(Notary Seal)

NICOLE JOHNSON
Notary Public
State of Louisiana
Notary ID # 139074
Lafayette Parish

Nicole Johnson
Signature of Notary

Nicole Johnson
Printed Name, Notary Public, State of ~~Texas~~ Louisiana

Exhibit 1-A

62.302 Acre Tract – Tract 1

WRITTEN DESCRIPTION

BEING AN 62.302 ACRE TRACT OF LAND SITUATED IN SECTION 12, BLOCK 39, TOWNSHIP 2 SOUTH, T. & P. RR. CO. SURVEY, ABSTRACT NO. 662, MIDLAND COUNTY, TEXAS. SAID 62.302 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A 1/2" IRON ROD FOUND FOR THE NORTHWEST CORNER OF SAID 62.302 ACRE TRACT. SAID FOUND 1/2" IRON ROD BEING CALLED THE POINT OF BEGINNING AND HAVING A TEXAS COORDINATE SYSTEM OF 1983, CENTRAL ZONE (4203), STATE PLANE COORDINATE OF N: 10684723.82, E: 1763895.26 FEET, FOR REFERENCE.

THENCE N 75°43'47" E, A DISTANCE OF 1216.49 FEET TO A FENCE CORNER POST FOUND FOR THE NORTHEAST CORNER OF SAID 62.302 ACRE TRACT;

THENCE S 13°56'10" E, A DISTANCE OF 1337.50 FEET TO A 1/2" CAPPED IRON ROD STAMPED "TRANSGLOBAL SERVICES" SET FOR THE SOUTHEAST CORNER OF SAID 62.302 ACRE TRACT;

THENCE S 75°14'11" W, A DISTANCE OF 803.13 FEET TO A 1/2" IRON ROD FOUND FOR CORNER;

THENCE S 75°24'08" W, A DISTANCE OF 1120.01 FEET TO A 1/2" IRON ROD FOUND FOR CORNER;

THENCE S 16°14'32" E, A DISTANCE OF 229.52 FEET TO A 1/2" IRON ROD FOUND FOR CORNER;

THENCE S 75°14'35" W, PASSING A FOUND 1/2" IRON ROD AT A DISTANCE OF 615.45 FEET, AND CONTINUING FOR A TOTAL DISTANCE OF 681.64 FEET TO A 1/2" CAPPED IRON ROD STAMPED "TRANSGLOBAL SERVICES" SET FOR THE SOUTHWEST CORNER OF SAID 62.302 ACRE TRACT, FROM WHICH A 100D NAIL FOUND FOR THE SOUTHWEST CORNER OF SAID SECTION 12 BEARS S 13°23'21" E, A DISTANCE OF1796.53 FEET (TIE);

THENCE N 14°16'51" W, A DISTANCE OF 900.52 FEET TO A 1/2" CAPPED IRON ROD STAMPED "TRANSGLOBAL SERVICES" SET FOR CORNER FROM WHICH A FOUND 3/8" CAPPED IRON ROD "SCHUMANN MIDLAND" BEARS S 80°28'46" E, A DISTANCE OF 6.97 FEET (TIE);

THENCE N 75°13'32" E, PASSING A FOUND 5/8" DISTURBED IRON ROD AT A DISTANCE OF 1067.93 FEET, AND CONTINUING FOR A TOTAL DISTANCE OF 1394.46 FEET TO A 1/2" IRON ROD FOUND FOR CORNER;

THENCE N 14°47'28" W, A DISTANCE OF 673.22 FEET TO THE POINT OF BEGINNING, CONTAINING 62.302 ACRES OR 2,713,887 SQUARE FEET OF LAND, MORE OR LESS.

Exhibit 1-B

Map of Tract 1:

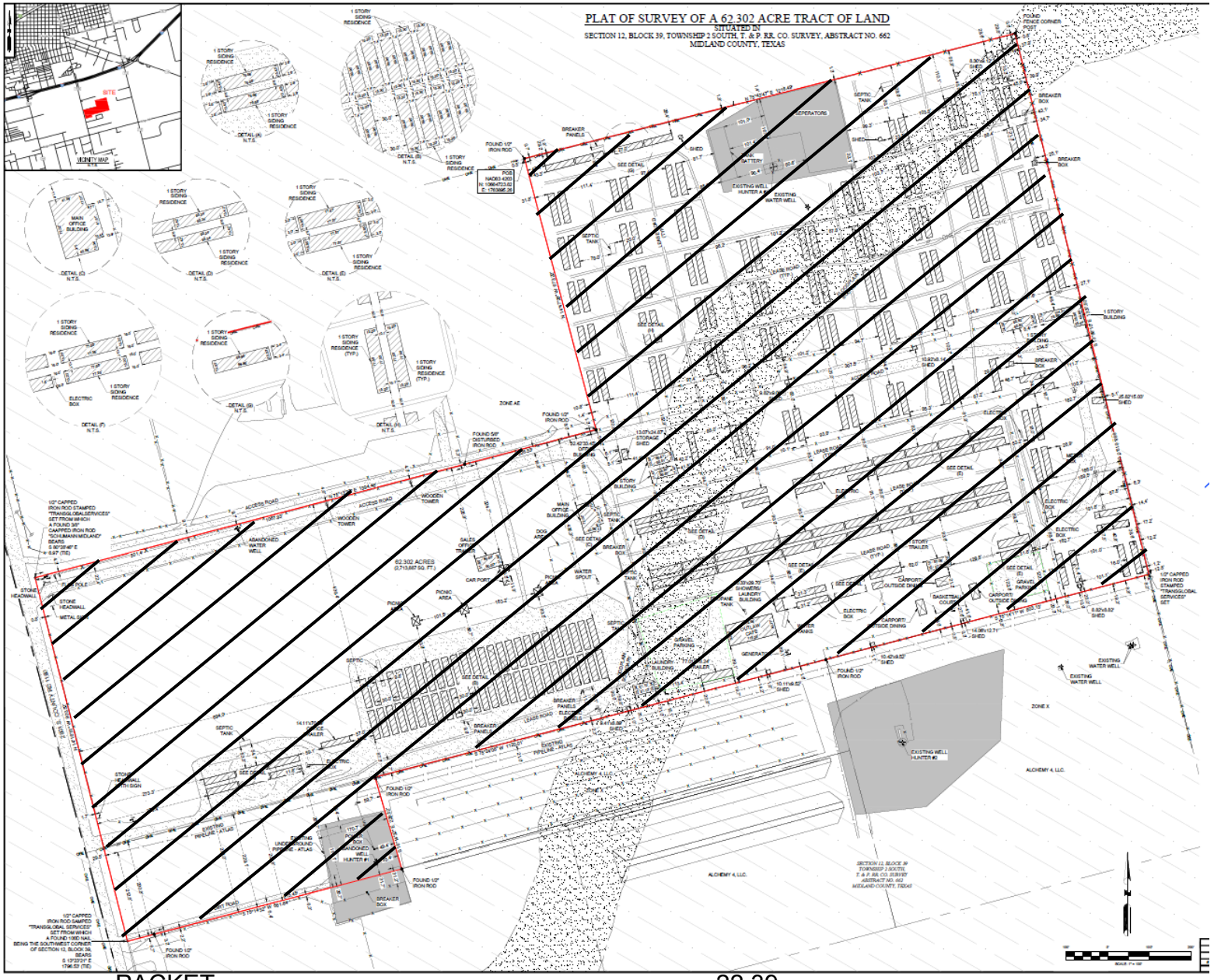


Exhibit 2-A

7.85 Acre Tract - Tract 2

WRITTEN DESCRIPTION

BEING ALL THAT CERTAIN TRACT OR PARCEL OF LAND CONTAINING 7.85 ACRES, SAID TRACT LOCATED IN SECTION 12, BLOCK 39, TOWNSHIP 2 SOUTH, T. & P. RR. CO. SURVEY, J.E. GARDNER (GRANTEE), ABSTRACT NO. 662, MIDLAND COUNTY, TEXAS SAID 7.85 ACRE TRACT DESCRIBED MORE FULLY BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A POINT IN SAID SECTION 12, BEING A 1/2" IRON ROD, CAPPED AND MARKED "TRANSGLOBAL SERVICES", SET FOR THE SOUTHEAST CORNER OF SAID 7.85 ACRE TRACT, FROM WHICH A NAIL IN THE CENTERLINE OF COUNTY ROAD 1180, FOUND FOR THE SOUTHWEST CORNER OF SAID SECTION 12 BEARS S 14°44'13" E A DISTANCE OF 1359.00 FEET AND BEARS S 75°15'47" W A DISTANCE OF 1836.81 FEET;

THENCE: S 75°14'24" W A DISTANCE OF 1798.04 FEET, TO A CALCULATED POINT FOR CORNER OF SAID 7.85 ACRE TRACT IN THE EAST RIGHT OF WAY LINE OF SAID COUNTY ROAD 1180;

THENCE: N 14°16'51" W A DISTANCE OF 30.73 FEET, TO A CALCULATED POINT FOR CORNER OF SAID 7.85 ACRE TRACT IN THE EAST RIGHT OF WAY LINE OF SAID COUNTY ROAD 1180;

THENCE: N 75°14'24" E A DISTANCE OF 1092.83 FEET, TO A CALCULATED POINT FOR AN INTERIOR CORNER OF SAID 7.85 ACRE TRACT;

THENCE: N 14°13'26" W A DISTANCE OF 407.13 FEET, TO AN 1/2" IRON ROD, FOUND AT THE NORTHWEST CORNER OF SAID 7.85 ACRE TRACT;

THENCE: N 75°13'26" E A DISTANCE OF 702.02 FEET, TO AN 1/2" IRON ROD, CAPPED AND MARKED "TRANSGLOBAL SERVICES", SET AT THE NORTHEAST CORNER OF SAID 7.85 ACRE TRACT;

THENCE: S 14°38'43" E A DISTANCE OF 438.04 FEET TO THE PLACE OF BEGINNING OF THE HEREIN DESCRIBED TRACT IN ALL CONTAINING 7.85 ACRES MORE OR LESS.

Exhibit 2-B

Map of Tract 2:

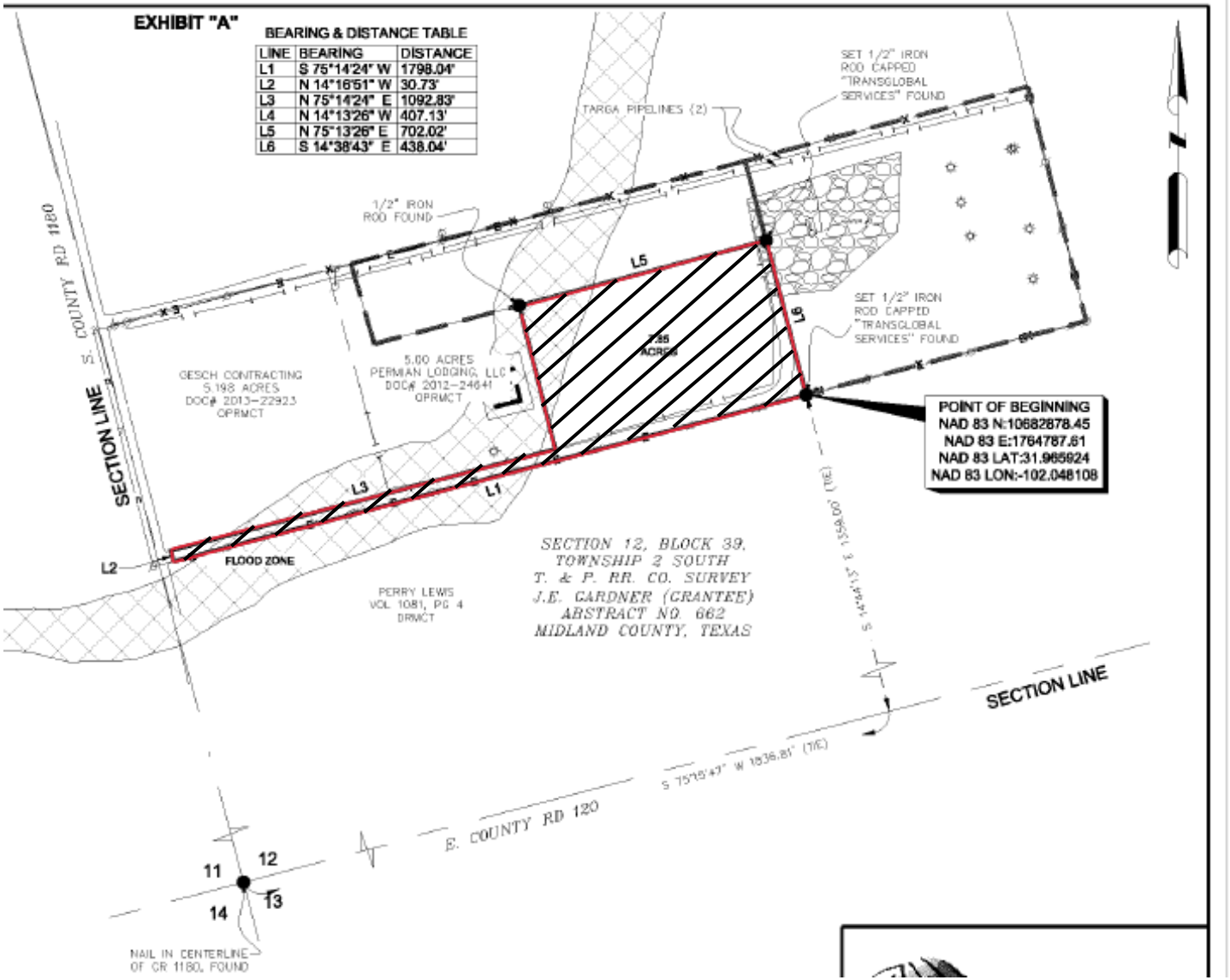


Exhibit 3-A

5.84 Acre Tract - Tract 3

WRITTEN DESCRIPTION

BEING ALL THAT CERTAIN TRACT OR PARCEL OF LAND CONTAINING 5.84 ACRES, SAID TRACT LOCATED IN SECTION 12, BLOCK 39, TOWNSHIP 2 SOUTH, T. & P. RR. CO. SURVEY, J.E. GARDNER (GRANTEE), ABSTRACT NO. 662, MIDLAND COUNTY, TEXAS SAID 5.84 ACRE TRACT DESCRIBED MORE FULLY BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A POINT IN SAID SECTION 12, BEING A 1/2" IRON ROD, CAPPED AND MARKED "TRANSGLOBAL SERVICES", SET FOR THE SOUTHWEST CORNER OF SAID 5.84 ACRE TRACT, FROM WHICH A NAIL IN THE CENTERLINE OF COUNTY ROAD 1180, FOUND FOR THE SOUTHWEST CORNER OF SAID SECTION 12 BEARS S 75°14'22" W A DISTANCE OF 724.62 FEET AND BEARS S 14°45'38" E A DISTANCE OF 1795.98 FEET;

THENCE: N 16°14'17" W A DISTANCE OF 229.52 FEET, TO AN 1/2" IRON ROD, CAPPED AND MARKED "TRANSGLOBAL SERVICES", SET AT THE NORTHWEST CORNER OF SAID 5.84 ACRE TRACT;

THENCE: N 75°24'08" E A DISTANCE OF 1120.01 FEET, TO AN 1/2" IRON ROD, CAPPED AND MARKED "TRANSGLOBAL SERVICES", SET AT THE NORTHEAST CORNER OF SAID 5.84 ACRE TRACT;

THENCE: S 14°38'43" E A DISTANCE OF 225.96 FEET, TO AN 1/2" IRON ROD, CAPPED AND MARKED "TRANSGLOBAL SERVICES", SET AT THE SOUTHEAST CORNER OF SAID 5.84 ACRE TRACT;

THENCE: S 75°13'26" W A DISTANCE OF 1113.63 FEET TO THE PLACE OF BEGINNING OF THE HEREIN DESCRIBED TRACT IN ALL CONTAINING 5.84 ACRES MORE OR LESS.

Exhibit 3-B

Map of Tract 3:

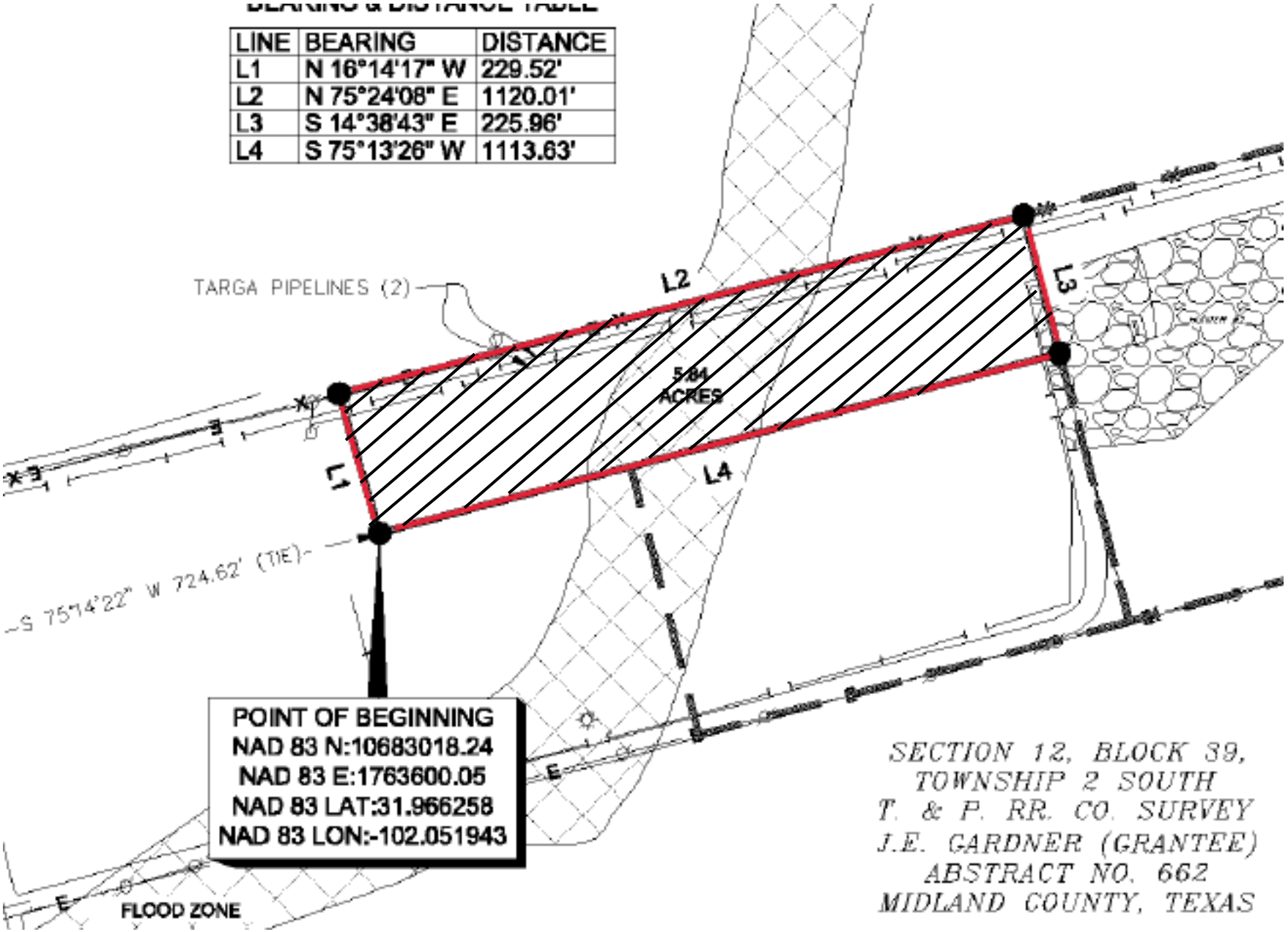


Exhibit 4-A

12.19 Acre Tract – Tract 4

WRITTEN DESCRIPTION

BEING ALL THAT CERTAIN TRACT OR PARCEL OF LAND CONTAINING 12.19 ACRES, SAID TRACT LOCATED IN SECTION 12, BLOCK 39, TOWNSHIP 2 SOUTH, T. & P. RR. CO. SURVEY, J.E. GARDNER (GRANTEE), ABSTRACT NO. 662, MIDLAND COUNTY, TEXAS SAID 12.19 ACRE TRACT DESCRIBED MORE FULLY BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A POINT IN SAID SECTION 12, BEING A 1/2" IRON ROD, CAPPED AND MARKED "TRANSGLOBAL SERVICES", SET FOR THE SOUTHWEST CORNER OF SAID 12.19 ACRE TRACT, FROM WHICH A NAIL IN THE CENTERLINE OF COUNTY ROAD 1180, FOUND FOR THE SOUTHWEST CORNER OF SAID SECTION 12 BEARS S 14°44'13" E A DISTANCE OF 1359.00 FEET AND BEARS S 75°15'47" W A DISTANCE OF 1836.81 FEET;

THENCE: N 14°38'43" W A DISTANCE OF 664.00 FEET, TO AN 1/2" IRON ROD, CAPPED AND MARKED "TRANSGLOBAL SERVICES", SET AT THE NORTHWEST CORNER OF SAID 12.19 ACRE TRACT;

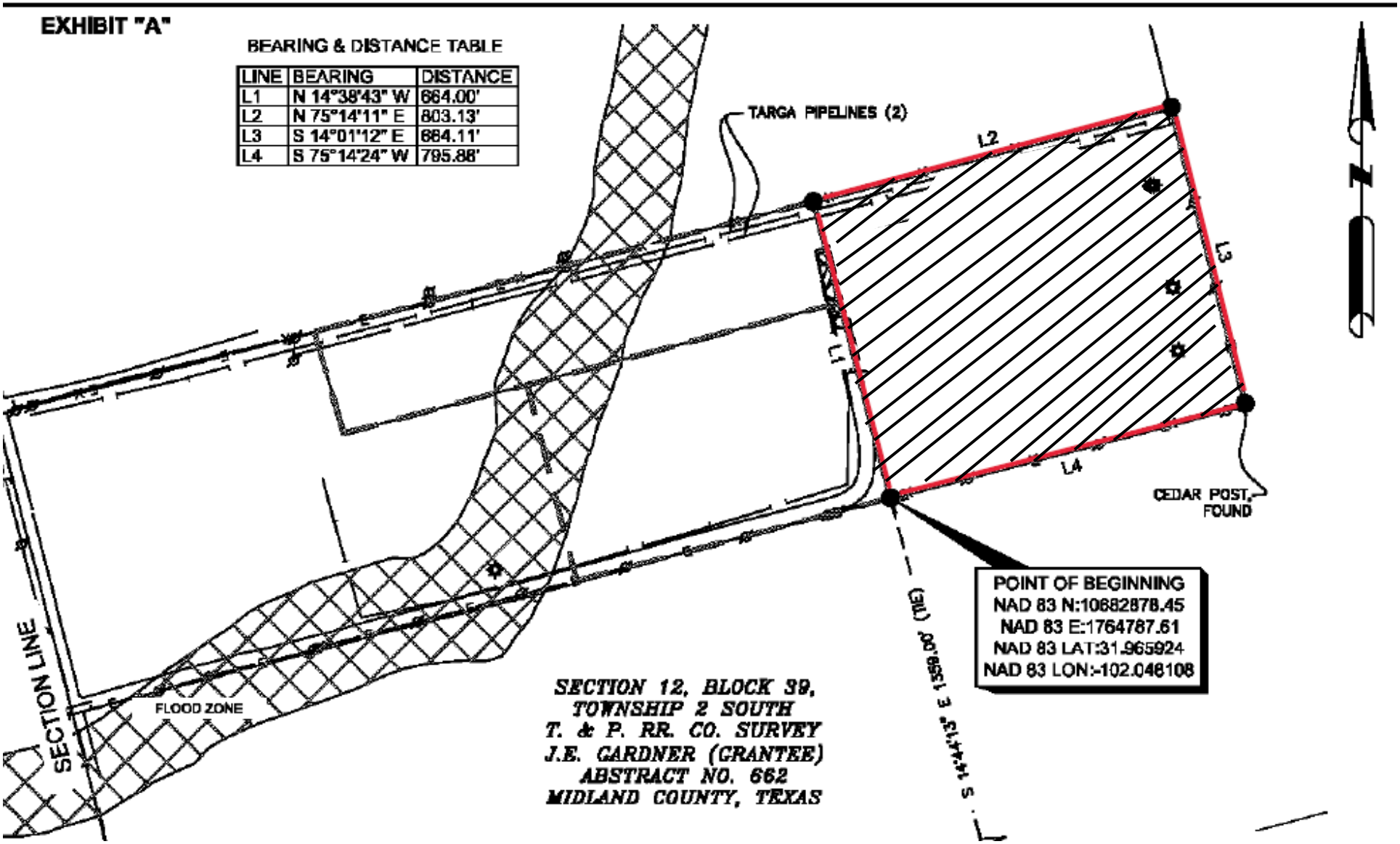
THENCE: N 75°14'11" E A DISTANCE OF 803.13 FEET, TO AN 1/2" IRON ROD, CAPPED AND MARKED "TRANSGLOBAL SERVICES", SET AT THE NORTHEAST CORNER OF SAID 12.19 ACRE TRACT;

THENCE: S 14°01'12" E A DISTANCE OF 664.11 FEET, TO A CEDAR POST, FOUND AT THE SOUTHEAST CORNER OF SAID 12.19 ACRE TRACT;

THENCE: S 75°14'24" W A DISTANCE OF 795.88 FEET TO THE PLACE OF BEGINNING OF THE HEREIN DESCRIBED TRACT IN ALL CONTAINING 12.19 ACRES MORE OR LESS.

Exhibit 4-B

Map of Tract 4



MIDLAND CENTRAL APPRAISAL DISTRICT

Property Year 2023 Tax Summary

Information Updated 2/16/2024

Property ID: R000227164 Geo ID: 00003920.012.6270

Property Details

CLICK HERE TO PAY PROPERTY TAXES

Ownership

RV MIDLAND ONE LLC

550 POST OAK BLVD SUITE 490
HOUSTON, TX 77027

Ownership Interest: 1.0000000

N34

Available Actions

CLICK HERE FOR PDF APPRAISAL NOTICE

Qualified Exemptions

Not Applicable

Legal Information

Legal: Acres: 7.850, 7.85 AC OUT OF SW/4, SEC: 12, BLK: 39-T2S, ABST: 662

Situs: COUNTY RD 00117 1317 E

Property Valuation History

Values by Year		2023	n/a	n/a	n/a	n/a	n/a
Improvements	+	$950,230	$0	$0	$0	$0	$0
Land	+	$70,650	$0	$0	$0	$0	$0
Production Market	+	$0	$0	$0	$0	$0	$0
Personal	+	$0	$0	$0	$0	$0	$0
Mineral	+	$0	$0	$0	$0	$0	$0
Total Market	=	$1,020,880	$0	$0	$0	$0	$0
Agricultural Loss	-	$0	$0	$0	$0	$0	$0
Homestead Cap Loss	-	$0	$0	$0	$0	$0	$0
Total Assessed	=	$1,020,880	$0	$0	$0	$0	$0

Improvement / Buildings *Improvement Value: $950,230*

Group Sequence	Code	Building Description	Year Built	Square Footage	Perimeter Footage
1	COMM	COMM BLDG	2018	1,600	160
2	CNPY	CANOPY	2018	750	110
3	CP	CARPORT	2018	700	110
4	CP	CARPORT	2018	700	110
5	CP	CARPORT	2018	700	110
6	CP	CARPORT	2018	700	110
7	CP	CARPORT	2018	142,800	1,514
8	MHS	MH SPACE(S)		124	250

Land Details *Market Value: $70,650* *Production Market Value: $0* *Production Value: $0*

Land Code	Acres	Sq. Ft.	Front Ft.	Rear Ft.	Depth	Mkt. Value	Prd. Value
SDO	7.850	341,946	0	0		70,650	0

Deed History

Conveyance	Volume	Page	Deed Date	Instrument
NO OWNER ON FILE			8/30/2022	2022-25439

Property Tax Estimation by Entity / Jurisdiction

Code	Description	Taxable Value	Tax Rate per $100	Tax Factor applied to Taxable Value	Estimated Tax
165	MIDLAND COUNTY	1,020,880	$0.12043	0.0012043	$1,229.45
CUD	MIDLAND COUNTY UTILITY DIST	1,020,880	$0.029446	0.00029446	$300.61
HOS	MIDLAND HOSPITAL	1,020,880	$0.07312	0.0007312	$746.47
RDC	MIDLAND COLLEGE	1,020,880	$0.07741	0.0007741	$790.26
SCM	MIDLAND ISD	1,020,880	$0.877	0.00877	$8,953.12
	Total Estimation		**$1.177406**	**0.01177406**	**$12,019.91**

The above property tax estimation is not a tax bill. Do not pay.
Click here to view actual Property Tax Bill.

Southwest Data Solutions provides this information "as is" without warranty of any kind.
Southwest Data Solutions is not responsible for any errors or omissions.

MIDLAND CENTRAL APPRAISAL DISTRICT

Property Year 2023 Tax Summary

Information Updated 2/16/2024

Property ID: R000227165 Geo ID: 00003920.012.6280

Property Details

CLICK HERE TO PAY PROPERTY TAXES

Ownership

RV MIDLAND TWO LLC

550 POST OAK BLVD SUITE 490
HOUSTON, TX 77027

Ownership Interest: 1.0000000

N34

Available Actions

CLICK HERE FOR PDF APPRAISAL NOTICE

Qualified Exemptions

Not Applicable

Legal Information

Legal: Acres: 5.840, 5.840 AC OUT OF SW/4, SEC: 12, BLK: 39-T2S, ABST: 662

Situs: COUNTY RD 00117 1317 E

Property Valuation History

Values by Year		2023	n/a	n/a	n/a	n/a	n/a
Improvements	+	$320,000	$0	$0	$0	$0	$0
Land	+	$52,560	$0	$0	$0	$0	$0
Production Market	+	$0	$0	$0	$0	$0	$0
Personal	+	$0	$0	$0	$0	$0	$0
Mineral	+	$0	$0	$0	$0	$0	$0
Total Market	=	$372,560	$0	$0	$0	$0	$0
Agricultural Loss	-	$0	$0	$0	$0	$0	$0
Homestead Cap Loss	-	$0	$0	$0	$0	$0	$0
Total Assessed	=	$372,560	$0	$0	$0	$0	$0

Improvement / Buildings *Improvement Value: $320,000*

Group Sequence	Code	Building Description	Year Built	Square Footage	Perimeter Footage
1	MHS	MH SPACE(S)		80	162

Land Details *Market Value: $52,560* *Production Market Value: $0* *Production Value: $0*

Land Code	Acres	Sq. Ft.	Front Ft.	Rear Ft.	Depth	Mkt. Value	Prd. Value
SDO	5.840	254,390	0	0		52,560	0

Deed History

Conveyance	Volume	Page	Deed Date	Instrument
NO OWNER ON FILE			8/30/2022	2022-25443

Property Tax Estimation by Entity / Jurisdiction

Code	Description	Taxable Value	Tax Rate per $100	Tax Factor applied to Taxable Value	Estimated Tax
165	MIDLAND COUNTY	372,560	$0.12043	0.0012043	$448.67
CUD	MIDLAND COUNTY UTILITY DIST	372,560	$0.029446	0.00029446	$109.70
HOS	MIDLAND HOSPITAL	372,560	$0.07312	0.0007312	$272.42
RDC	MIDLAND COLLEGE	372,560	$0.07741	0.0007741	$288.40
SCM	MIDLAND ISD	372,560	$0.877	0.00877	$3,267.35
	Total Estimation		**$1.177406**	**0.01177406**	**$4,386.54**

The above property tax estimation is not a tax bill. Do not pay.
Click here to view actual Property Tax Bill.

Southwest Data Solutions provides this information "as is" without warranty of any kind.
Southwest Data Solutions is not responsible for any errors or omissions.

MIDLAND CENTRAL APPRAISAL DISTRICT

Property Year 2023 Tax Summary

Information Updated 2/16/2024

Property ID: R000227166 Geo ID: 00003920.012.6290

Property Details

CLICK HERE TO PAY PROPERTY TAXES

Ownership

RV MIDLAND THREE LLC

550 POST OAK BLVD SUITE 490
HOUSTON, TX 77027

Ownership Interest: 1.0000000

N34

Available Actions

CLICK HERE FOR PDF APPRAISAL NOTICE

Qualified Exemptions

Not Applicable

Legal Information

Legal: Acres: 12.190, 12.19 AC OUT OF SW/4, SEC: 12, BLK: 39-T2S, ABST: 662

Situs: COUNTY RD 00117 1317 E

Property Valuation History

Values by Year		2023	n/a	n/a	n/a	n/a	n/a
Improvements	+	$0	$0	$0	$0	$0	$0
Land	+	$109,710	$0	$0	$0	$0	$0
Production Market	+	$0	$0	$0	$0	$0	$0
Personal	+	$0	$0	$0	$0	$0	$0
Mineral	+	$0	$0	$0	$0	$0	$0
Total Market	=	$109,710	$0	$0	$0	$0	$0
Agricultural Loss	-	$0	$0	$0	$0	$0	$0
Homestead Cap Loss	-	$0	$0	$0	$0	$0	$0
Total Assessed	=	$109,710	$0	$0	$0	$0	$0

Improvement / Buildings *Improvement Value: $0*

Group Sequence	Code	Building Description	Year Built	Square Footage	Perimeter Footage

Land Details *Market Value: $109,710* *Production Market Value: $0* *Production Value: $0*

Land Code	Acres	Sq. Ft.	Front Ft.	Rear Ft.	Depth	Mkt. Value	Prd. Value
SDO	12.190	530,996	0	0		109,710	0

Deed History

Conveyance	Volume	Page	Deed Date	Instrument
NO OWNER ON FILE			8/30/2022	2022-25442

Property Tax Estimation by Entity / Jurisdiction

Code	Description	Taxable Value	Tax Rate per $100	Tax Factor applied to Taxable Value	Estimated Tax
165	MIDLAND COUNTY	109,710	$0.12043	0.0012043	$132.12
CUD	MIDLAND COUNTY UTILITY DIST	109,710	$0.029446	0.00029446	$32.31
HOS	MIDLAND HOSPITAL	109,710	$0.07312	0.0007312	$80.22
RDC	MIDLAND COLLEGE	109,710	$0.07741	0.0007741	$84.93
SCM	MIDLAND ISD	109,710	$0.877	0.00877	$962.16
	Total Estimation		**$1.177406**	**0.01177406**	**$1,291.74**

The above property tax estimation is not a tax bill. Do not pay.
Click here to view actual Property Tax Bill.

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MIDLAND CENTRAL APPRAISAL DISTRICT (2024)

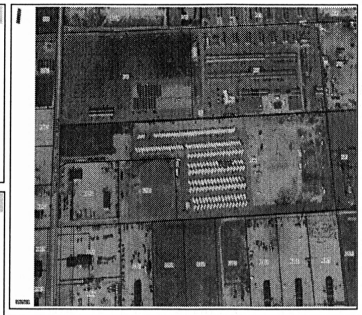
Property ID : R000005446 Geo ID : 00003920.012.6220 1/1

Ownership

PERMIAN LODGING MIDLAND LLC
1 FLAGG PLACE
LAFAYETTE, LA 70508

Exemptions/Deed

INST: 2012-24641
DATE: 11/13/2012



Legal Information

LEGAL: 3.57 AC OUT OF SW/4, SEC: 12, BLK: 39-T2S, ABST: 662
SITUS: 1317 E COUNTY RD 00117
ACRES:3.300

UNCERTIFIED

Appraisal Coding

Appr By	JG	Appr Dt	03/01/23
Check By	JG	Check Dt	03/01/23

Sale Dt	Type	Vol	Page	Inst	Deed Dt	Price	Value@Sale	Grantee	Grantor
6/21/18	D-19			2018-17793	6/21/18		++++++	RV MIDLAND ONE LLC	PERMIAN LODGING INC
11/13/12	D-19			2012-24641	11/13/12		++++++	PERMIAN LODGING INC	PERMIAN LODGING LLC
11/13/12	S-S			2012-24641	11/13/12	950,000	++++++	PERMIAN LODGING INC	RALPHS REAL ESTATE

Agent	Mortgage	Geo Quad	Aerial	Map Id	Use
		44	Q3	N34	

Building Code	Hs	Year/Eff Yr	Class	Sqft	Cpsf	Buildings	Features	Depr	% Cnd	%	Fn%	Ec%	Cpl%	Loc%	Net Adj%	Ptd	Value

Feature Code	Cpsf / Value

Land Code	Units / Alt Units	Cpu	Cpu Cd	Mkt Cpu	Adjustment Codes	Adj%	Adj Amt	Hs	Mkt Value	Ptd Prd	Prod Code	Prod Use	Yr Grant	Units	Cpu	Spec Value
SDO	3.300 AC/143,748 SF	15,000.0		9,000.00	ADJ(-),	-40%	-19,800	N	29,700	F2						
									=======							======
									29,700							0

Comments

**NOTES: ** PERMIAN LODGING - MIDLAND LODGE **

	2024	Ptd	Change +/-	Prior	2023	Ptd
Land Non Homesite +	29,700	F1	-2,430	32,130		F1
Total Market =	29,700		-2,430	32,130		
Assessed =	29,700		-2,430	32,130		

Entity / Description	Exemption	Txbl Value	Rate Per $100	Frz Yr	Ext. Tax Levy
165 MIDLAND COUNTY	0	29,700	.1204300		35.77
SCM MIDLAND ISD	0	29,700	.8770000		260.47
RDC MIDLAND COLLEGE	0	29,700	.0774100		22.99
HOS MIDLAND HOSPITAL	0	29,700	.0731200		21.72
CUD MIDLAND COUNTY UTILITY DIST	0	29,700	.0294460		8.75
** ESTIMATED TOTAL					=======
					349.70

Nbh Coding
B13
D02
CUD
MULTI
RD
MC21
EXTCOMM22

Misc Coding
MANCAMP
STA21

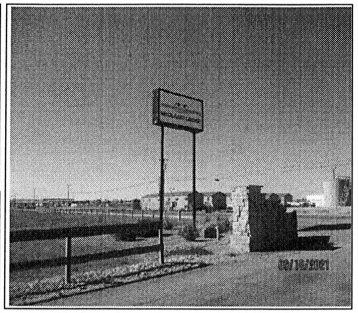
User PERVIN Print Date 2/16/2024 10:36:25 AM Property ID : R000005446 Geo ID : 00003920.012.6220 Quick Link :

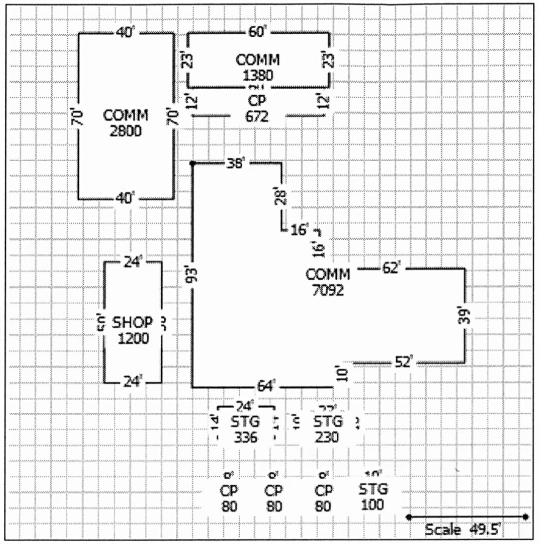
MIDLAND CENTRAL APPRAISAL DISTRICT (2024)

Property ID : R000005450 Geo ID : 00003920.012.7100

Ownership
PERMIAN LODGING MIDLAND LLC
1 FLAGG PLACE
LAFAYETTE, LA 70508

Exemptions/Deed
INST: 2012-24641
DATE: 11/13/2012





Legal Information
LEGAL: SW/4, SEC: 12, BLK: 39-T2S
SITUS: 2801 S COUNTY RD 01180 A
ACRES:20.500
XREF:M205134,M205874,M205136 +

UNCERTIFIED

Appraisal Coding			
Appr By	JG	Appr Dt	03/01/23
Check By	JG	Check Dt	03/01/23

Sale Dt	Type	Vol	Page	Inst	Deed Dt	Price	Value@Sale	Grantee	Grantor
11/13/12	D-19			2012-24641	11/13/12		++++++	PERMIAN LODGING INC	PERMIAN LODGING INC
11/13/12	S-S			2012-24641	11/13/12	950,000	++++++	PERMIAN LODGING INC	RALPHS REAL ESTATE
11/2/12	S-S			2012-23998	11/2/12	950,000	++++++	RALPHS REAL ESTATE	BOYD FOY W JR

Agent	Mortgage	Geo Quad	Aerial	Map Id	Use
		44	Q3	N34	CCM02

Building Code	Hs	Year/Eff Yr	Class	Sqft	Cpsf	Buildings	Features	Depr	% Cnd	%	Fn%	Ec%	Cpl%	Loc%	Net Adj%	Ptd		Value
COMM-COMM BLDG	N		FRDL	7,092	105.34	747,071	0	-80%		0%	0%	0%	100%	0%	-80.0%	E2	*	149,414
STG-STG BLDG	N	1975/NA	*STGF	100	15.12	1,512	0 8	-80%		0%	0%	0%	100%	0%	-80.0%	E2	*	302
STG-STG BLDG	N	1975/NA	*STGM	230	9.34	2,148	0 8	-80%		0%	0%	0%	100%	0%	-80.0%	E2	*	430
CP-CARPORT	N	1983/NA	*CPM1	672	12.87	8,649	0 9	-80%		0%	0%	0%	100%	0%	-80.0%	E2	*	1,730
SHOP-SHOP	N	1983/NA	*FWSL	1,200	32.97	39,564	0 6	-80%		0%	0%	0%	100%	0%	-80.0%	E2	*	7,913
STG-STG BLDG	N	2000/NA	*STGF	336	15.12	5,080	0 8	-79%		0%	0%	0%	100%	0%	-79.0%	E2	*	1,067
CP-CARPORT	N	2012/NA	*CPM2	80	12.98	1,038	0 9	-24%		0%	0%	0%	100%	0%	-24.0%	E2	*	789
CP-CARPORT	N	2012/NA	*CPM2	80	12.98	1,038	0 9	-24%		0%	0%	0%	100%	0%	-24.0%	E2	*	789
CP-CARPORT	N	2012/NA	*CPM2	80	12.98	1,038	0 9	-24%		0%	0%	0%	100%	0%	-24.0%	E2	*	789
COMM-COMM BLDG	N	1975/NA	*FWSL	1,380	32.97	45,499	0 6	-80%		0%	0%	0%	100%	0%	-80.0%	E2	*	9,100
COMM-COMM BLDG	N	2018/NA	*FOSL	2,800	79.68	223,104	0 6	-11%		0%	0%	0%	100%	0%	-11.0%	E2	*	198,563
				14,050		1,075,741	0											370,886

CSF IMPR: 52.296

Feature Code	Cpsf / Value
1.0-BATHS	0
	0

Land Code	Units / Alt Units	Cpu	Cpu Cd	Mkt Cpu	Adjustment Codes	Adj%	Adj Amt	Hs	Mkt Value	Ptd Prd	Prod Code	Prod Use	Yr Grant	Units	Cpu	Spec Value
SDO	20.500 AC/892,980 SF	15,000.0		15,000.00		0%		N	307,500	F1						
									307,500							0

Comments
**NOTES: ** PERMIAN LODGING - MIDLAND LODGE **

	2024	Ptd	Change +/-	Prior 2023	Ptd
Impr Non Homesite +	2,727,750	F1	0	2,727,750	F1
Land Non Homesite +	307,500	F1	0	307,500	F1
Total Market =	3,035,250		0	3,035,250	
Assessed =	3,035,250		0	3,035,250	

Entity / Description	Exemption	Txbl Value	Rate Per $100	Frz Yr	Ext. Tax Levy
165 MIDLAND COUNTY	0	3,035,250	.1204300		3,655.35
SCM MIDLAND ISD	0	3,035,250	.8770000		26,619.14
RDC MIDLAND COLLEGE	0	3,035,250	.0774100		2,349.59
HOS MIDLAND HOSPITAL	0	3,035,250	.0731200		2,219.37
CUD MIDLAND COUNTY UTILITY DIST	0	3,035,250	.0294460		893.76
** ESTIMATED TOTAL					35,737.21

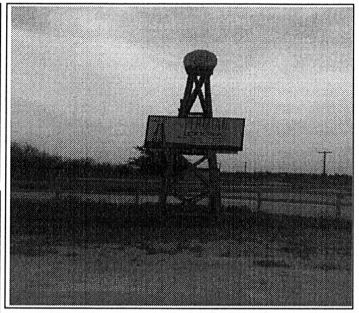
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B13
CUD
RVS
MULTI
MC21
EXTCOMM22

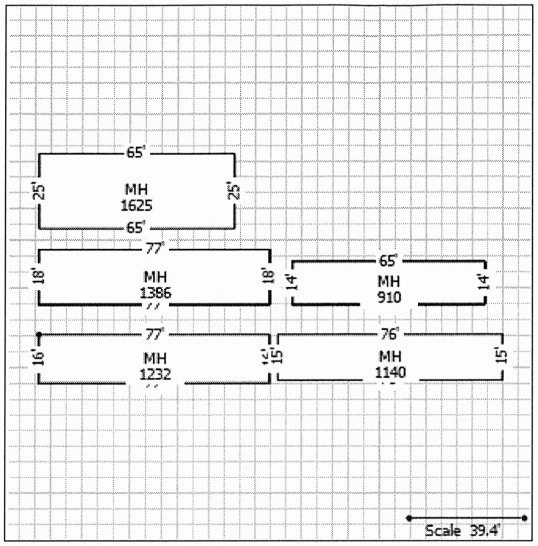
Misc Coding
MANCAMP
STA21

User PERVIN Print Date 2/16/2024 10:36:48 AM Property ID : R000005450 Geo ID : 00003920.012.7100 Quick Link :

MIDLAND CENTRAL APPRAISAL DISTRICT (2024) Property ID : R000005450 Geo ID : 00003920.012.7100 2/3

Ownership	Exemptions/Deed
PERMIAN LODGING MIDLAND LLC 1 FLAGG PLACE LAFAYETTE, LA 70508	INST: 2012-24641 DATE: 11/13/2012





Legal Information

LEGAL: SW/4, SEC: 12, BLK: 39-T2S
SITUS: 2801 S COUNTY RD 01180 A
ACRES:20.500
XREF:M205134,M205874,M205136 +

UNCERTIFIED

Appraisal Coding			
Appr By	JG	Appr Dt	03/01/23
Check By	JG	Check Dt	03/01/23

Sale Dt	Type	Vol	Page	Inst	Deed Dt	Price	Value@Sale	Grantee	Grantor
11/13/12	D-19			2012-24641	11/13/12		++++++	PERMIAN LODGING INC	PERMIAN LODGING INC
11/13/12	S-S			2012-24641	11/13/12	950,000	++++++	PERMIAN LODGING INC	RALPHS REAL ESTATE
11/2/12	S-S			2012-23998	11/2/12	950,000	++++++	RALPHS REAL ESTATE	BOYD FOY W JR

Agent	Mortgage	Geo Quad	Aerial	Map Id	Use
		44	Q3	N34	CCM02

Building Code	Hs	Year/Eff Yr	Class	Sqft	Cpsf	Buildings	Features	Depr	% Cnd	%	Fn%	Ec%	Cpl%	Loc%	Net Adj%	Ptd	Value
MH-MOBILE HOME	N	2015/NA	*MCS1	1,232	17.00	20,944	0 MH	-22%		0%	0%	0%	100%	0%	-22.0%	*	16,336
MH-MOBILE HOME	N	2015/NA	*MCS1	1,232	17.00	20,944	0 MH	-22%		0%	0%	0%	100%	0%	-22.0%	*	16,336
MH-MOBILE HOME	N	2015/NA	*MCS1	1,232	17.00	20,944	0 MH	-22%		0%	0%	0%	100%	0%	-22.0%	*	16,336
MH-MOBILE HOME	N	2015/NA	*MCS1	1,232	17.00	20,944	0 MH	-22%		0%	0%	0%	100%	0%	-22.0%	*	16,336
MH-MOBILE HOME	N	2015/NA	*MCS1	1,232	17.00	20,944	0 MH	-22%		0%	0%	0%	100%	0%	-22.0%	*	16,336
MH-MOBILE HOME	N	2015/NA	*MCS1	1,232	17.00	20,944	0 MH	-22%		0%	0%	0%	100%	0%	-22.0%	*	16,336
MH-MOBILE HOME	N	2015/NA	*MCS1	1,232	17.00	20,944	0 MH	-22%		0%	0%	0%	100%	0%	-22.0%	*	16,336
MH-MOBILE HOME	N	2015/NA	*MCD1	1,140	26.00	29,640	0 MH	-22%		0%	0%	0%	100%	0%	-22.0%	*	23,119
MH-MOBILE HOME	N	2015/NA	*MCD1	1,140	26.00	29,640	0 MH	-22%		0%	0%	0%	100%	0%	-22.0%	*	23,119
MH-MOBILE HOME	N	2015/NA	*MCS1	1,386	17.00	23,562	0 MH	-22%		0%	0%	0%	100%	0%	-22.0%	*	18,378
MH-MOBILE HOME	N	2015/NA	*MCS1	1,386	17.00	23,562	0 MH	-22%		0%	0%	0%	100%	0%	-22.0%	*	18,378
MH-MOBILE HOME	N	2015/NA	*MCS1	1,386	17.00	23,562	0 MH	-22%		0%	0%	0%	100%	0%	-22.0%	*	18,378
MH-MOBILE HOME	N	2015/NA	*MCS1	1,386	17.00	23,562	0 MH	-22%		0%	0%	0%	100%	0%	-22.0%	*	18,378
MH-MOBILE HOME	N	2015/NA	*MCS1	1,386	17.00	23,562	0 MH	-22%		0%	0%	0%	100%	0%	-22.0%	*	18,378
MH-MOBILE HOME	N	2015/NA	*MCS1	1,386	17.00	23,562	0 MH	-22%		0%	0%	0%	100%	0%	-22.0%	*	18,378
MH-MOBILE HOME	N	2015/NA	*MCS1	1,386	17.00	23,562	0 MH	-22%		0%	0%	0%	100%	0%	-22.0%	*	18,378
MH-MOBILE HOME	N	2015/NA	*MCS1	1,386	17.00	23,562	0 MH	-22%		0%	0%	0%	100%	0%	-22.0%	*	18,378
MH-MOBILE HOME	N	2015/NA	*MCS1	1,386	17.00	23,562	0 MH	-22%		0%	0%	0%	100%	0%	-22.0%	*	18,378
MH-MOBILE HOME	N	2015/NA	*MCS1	1,386	17.00	23,562	0 MH	-22%		0%	0%	0%	100%	0%	-22.0%	*	18,378
MH-MOBILE HOME	N	2015/NA	*MCS1	1,386	17.00	23,562	0 MH	-22%		0%	0%	0%	100%	0%	-22.0%	*	18,378
MH-MOBILE HOME	N	2015/NA	*MCS1	1,386	17.00	23,562	0 MH	-22%		0%	0%	0%	100%	0%	-22.0%	*	18,378
MH-MOBILE HOME	N	2015/NA	*MCS1	1,386	17.00	23,562	0 MH	-22%		0%	0%	0%	100%	0%	-22.0%	*	18,378
MH-MOBILE HOME	N	2015/NA	*MCS1	1,386	17.00	23,562	0 MH	-22%		0%	0%	0%	100%	0%	-22.0%	*	18,378
MH-MOBILE HOME	N	2015/NA	*MCS1	1,386	17.00	23,562	0 MH	-22%		0%	0%	0%	100%	0%	-22.0%	*	18,378
MH-MOBILE HOME	N	2015/NA	*MCS1	1,386	17.00	23,562	0 MH	-22%		0%	0%	0%	100%	0%	-22.0%	*	18,378
MH-MOBILE HOME	N	2015/NA	*MCS1	1,386	17.00	23,562	0 MH	-22%		0%	0%	0%	100%	0%	-22.0%	*	18,378
MH-MOBILE HOME	N	2015/NA	*MCS1	1,386	17.00	23,562	0 MH	-22%		0%	0%	0%	100%	0%	-22.0%	*	18,378
MH-MOBILE HOME	N	2015/NA	*MCS1	1,386	17.00	23,562	0 MH	-22%		0%	0%	0%	100%	0%	-22.0%	*	18,378
MH-MOBILE HOME	N	2015/NA	*MCS1	1,386	17.00	23,562	0 MH	-22%		0%	0%	0%	100%	0%	-22.0%	*	18,378
MH-MOBILE HOME	N	2015/NA	*MCS1	1,386	17.00	23,562	0 MH	-22%		0%	0%	0%	100%	0%	-22.0%	*	18,378
MH-MOBILE HOME	N	2015/NA	*MCS1	1,386	17.00	23,562	0 MH	-22%		0%	0%	0%	100%	0%	-22.0%	*	18,378
MH-MOBILE HOME	N	2015/NA	*MCS1	1,386	17.00	23,562	0 MH	-22%		0%	0%	0%	100%	0%	-22.0%	*	18,378
MH-MOBILE HOME	N	2015/NA	*MCS1	1,386	17.00	23,562	0 MH	-22%		0%	0%	0%	100%	0%	-22.0%	*	18,378
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MH-MOBILE HOME	N	2015/NA	*MCS1	1,386	17.00	23,562	0 MH	-22%		0%	0%	0%	100%	0%	-22.0%	*	18,378
MH-MOBILE HOME	N	2015/NA	*MCS1	1,386	17.00	23,562	0 MH	-22%		0%	0%	0%	100%	0%	-22.0%	*	18,378
MH-MOBILE HOME	N	2015/NA	*MCS1	910	17.00	15,470	0 MH	-22%		0%	0%	0%	100%	0%	-22.0%	*	12,067
MH-MOBILE HOME	N	2015/NA	*MCS1	910	17.00	15,470	0 MH	-22%		0%	0%	0%	100%	0%	-22.0%	*	12,067

Feature Code	Cpsf / Value

MH-MOBILE HOME	N	2015/NA	*MCS1	910	17.00	15,470	0 MH	-22%	0%	0%	0%	100%	0%	-22.0%	*	12,067

MIDLAND CENTRAL APPRAISAL DISTRICT (2024)

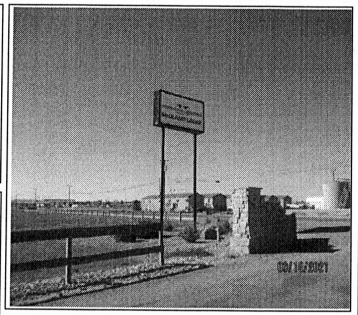
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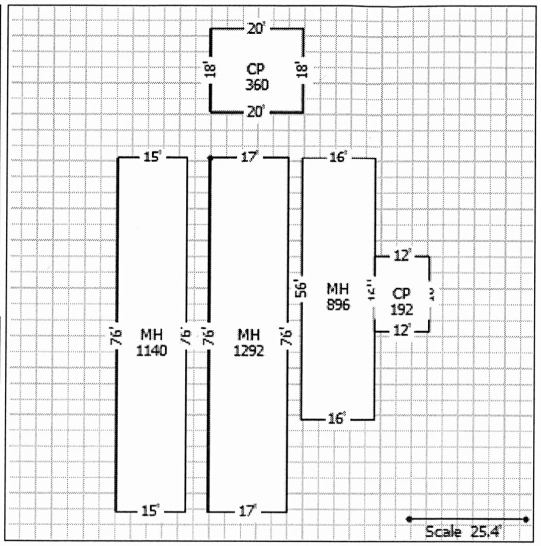
Ownership

PERMIAN LODGING MIDLAND LLC
1 FLAGG PLACE
LAFAYETTE, LA 70508

Exemptions/Deed

INST: 2012-24641
DATE: 11/13/2012





Legal Information

LEGAL: SW/4, SEC: 12, BLK: 39-T2S
SITUS: 2801 S COUNTY RD 01180
ACRES:20.000
XREF:M2786

UNCERTIFIED

Appraisal Coding

Appr By	JG	Appr Dt	03/01/23
Check By	JG	Check Dt	03/01/23

Sale Dt	Type	Vol	Page	Inst	Deed Dt	Price	Value@Sale	Grantee	Grantor
11/13/12	S-S			2012-24641	11/13/12	950,000	++++++	PERMIAN LODGING INC	RALPHS REAL ESTATE
11/2/12	D-13			2012-23998	11/2/12		++++++	RALPHS REAL ESTATE	BOYD FOY
12/17/79		0671	0574		12/17/79		++++++		

Agent	Mortgage	Geo Quad	Aerial	Map Id	Use
		44	Q3	N34	

Building Code	Hs	Year/Eff Yr	Class	Sqft	Cpsf	Buildings	Features	Depr	% Cnd	%	Fn%	Ec%	Cpl%	Loc%	Net Adj%	Ptd	Value
MH-MOBILE HOME	N	2016/NA	*MCS1	1,292	17.00	21,964	0 MH	-19%		0%	0%	0%	100%	0%	-19.0%	*	17,791
MH-MOBILE HOME	N	2016/NA	*MCS1	1,292	17.00	21,964	0 MH	-19%		0%	0%	0%	100%	0%	-19.0%	*	17,791
MH-MOBILE HOME	N	2016/NA	*MCS1	1,292	17.00	21,964	0 MH	-19%		0%	0%	0%	100%	0%	-19.0%	*	17,791
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MH-MOBILE HOME	N	2016/NA	*MCS1	1,292	17.00	21,964	0 MH	-19%		0%	0%	0%	100%	0%	-19.0%	*	17,791
MH-MOBILE HOME	N	2016/NA	*MCS1	1,292	17.00	21,964	0 MH	-19%		0%	0%	0%	100%	0%	-19.0%	*	17,791
MH-MOBILE HOME	N	2016/NA	*MCS1	1,292	17.00	21,964	0 MH	-19%		0%	0%	0%	100%	0%	-19.0%	*	17,791
MH-MOBILE HOME	N	2016/NA	*MCS1	1,292	17.00	21,964	0 MH	-19%		0%	0%	0%	100%	0%	-19.0%	*	17,791
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MH-MOBILE HOME	N	2016/NA	*MCS1	1,292	17.00	21,964	0 MH	-19%		0%	0%	0%	100%	0%	-19.0%	*	17,791
MH-MOBILE HOME	N	2016/NA	*MCS1	1,292	17.00	21,964	0 MH	-19%		0%	0%	0%	100%	0%	-19.0%	*	17,791
MH-MOBILE HOME	N	2016/NA	*MCS1	1,292	17.00	21,964	0 MH	-19%		0%	0%	0%	100%	0%	-19.0%	*	17,791
MH-MOBILE HOME	N	2016/NA	*MCS1	1,292	17.00	21,964	0 MH	-19%		0%	0%	0%	100%	0%	-19.0%	*	17,791
MH-MOBILE HOME	N	2016/NA	*MCD1	1,140	26.00	29,640	0 MH	-19%		0%	0%	0%	100%	0%	-19.0%	*	24,008
MH-MOBILE HOME	N	2016/NA	*MCD1	1,140	26.00	29,640	0 MH	-19%		0%	0%	0%	100%	0%	-19.0%	*	24,008
MH-MOBILE HOME	N	2016/NA	*MCD1	1,140	26.00	29,640	0 MH	-19%		0%	0%	0%	100%	0%	-19.0%	*	24,008
MH-MOBILE HOME	N	2016/NA	*MCD1	1,140	26.00	29,640	0 MH	-19%		0%	0%	0%	100%	0%	-19.0%	*	24,008
MH-MOBILE HOME	N	2016/NA	*MCD1	1,140	26.00	29,640	0 MH	-19%		0%	0%	0%	100%	0%	-19.0%	*	24,008
MH-MOBILE HOME	N	2016/NA	*MCD1	1,140	26.00	29,640	0 MH	-19%		0%	0%	0%	100%	0%	-19.0%	*	24,008
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CP-CARPORT	N	2016/NA	*CPM1	360	12.87	4,633	0 9	-15%		0%	0%	0%	100%	0%	-15.0%	*	3,938
CP-CARPORT	N	2016/NA	*CPM1	360	12.87	4,633	0 9	-15%		0%	0%	0%	100%	0%	-15.0%	*	3,938
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CP-CARPORT	N	2016/NA	*CPM1	360	12.87	4,633	0 9	-15%		0%	0%	0%	100%	0%	-15.0%	*	3,938
CP-CARPORT	N	2016/NA	*CPM1	360	12.87	4,633	0 9	-15%		0%	0%	0%	100%	0%	-15.0%	*	3,938
				30,400		570,132	0										463,203

CSF IMPR: 358.516

Feature Code	Cpsf / Value

Land Code	Units / Alt Units	Cpu	Cpu Cd	Mkt Cpu	Adjustment Codes	Adj%	Adj Amt	Hs	Mkt Value	Ptd Prd	Prod Code	Prod Use	Yr Grant	Units	Cpu	Spec Value
SDO	20.000 AC/871,200 SF	15,000.0		15,000.00		0%		N	300,000	F1						
									300,000							0

MIDLAND CENTRAL APPRAISAL DISTRICT (2024)

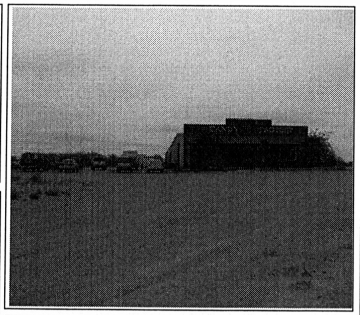
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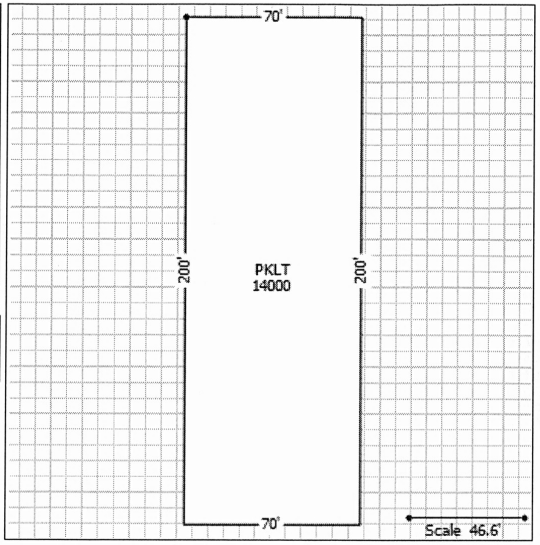
Ownership

PERMIAN LODGING MIDLAND LLC
1 FLAGG PLACE
LAFAYETTE, LA 70508

Exemptions/Deed

INST: 2012-24641
DATE: 11/13/2012





Legal Information

LEGAL: SW/4, SEC: 12, BLK: 39-T2S
SITUS: 2801 S COUNTY RD 01180
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XREF:M2786

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Appraisal Coding

Appr By	JG	Appr Dt	03/01/23
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11/2/12	D-13			2012-23998	11/2/12		++++++	RALPHS REAL ESTATE	BOYD FOY
12/17/79		0671	0574		12/17/79		++++++		

Agent	Mortgage	Geo Quad	Aerial	Map Id	Use
		44	Q3	N34	

Building Code	Hs	Year/Eff Yr	Class	Sqft	Cpsf	Buildings	Features	Depr	% Cnd	%	Fn%	Ec%	Cpl%	Loc%	Net Adj%	Ptd	Value
PKLT-PARKING LT	N	2016/NA	BT	14,000	3.25	45,500	0		0%	0%	0%	0%	100%	0%	0.0%	F1	45,500
				14,000		45,500	0										45,500

CSF IMPR: 3.25

Feature Code	Cpsf / Value

Land Code	Units / Alt Units	Cpu	Cpu Cd	Mkt Cpu	Adjustment Codes	Adj%	Adj Amt	Hs	Mkt Value	Ptd	Prd	Prod Code	Prod Use	Yr Grant	Units	Cpu	Spec Value
SDO	20.000 AC/871,200 SF	15,000.0		15,000.00		0%		N	300,000	F1							0
									300,000								

Comments

**NOTES: ** PERMIAN LODGING - MIDLAND LODGE ** ADD BT PKLT 2016 FWD;

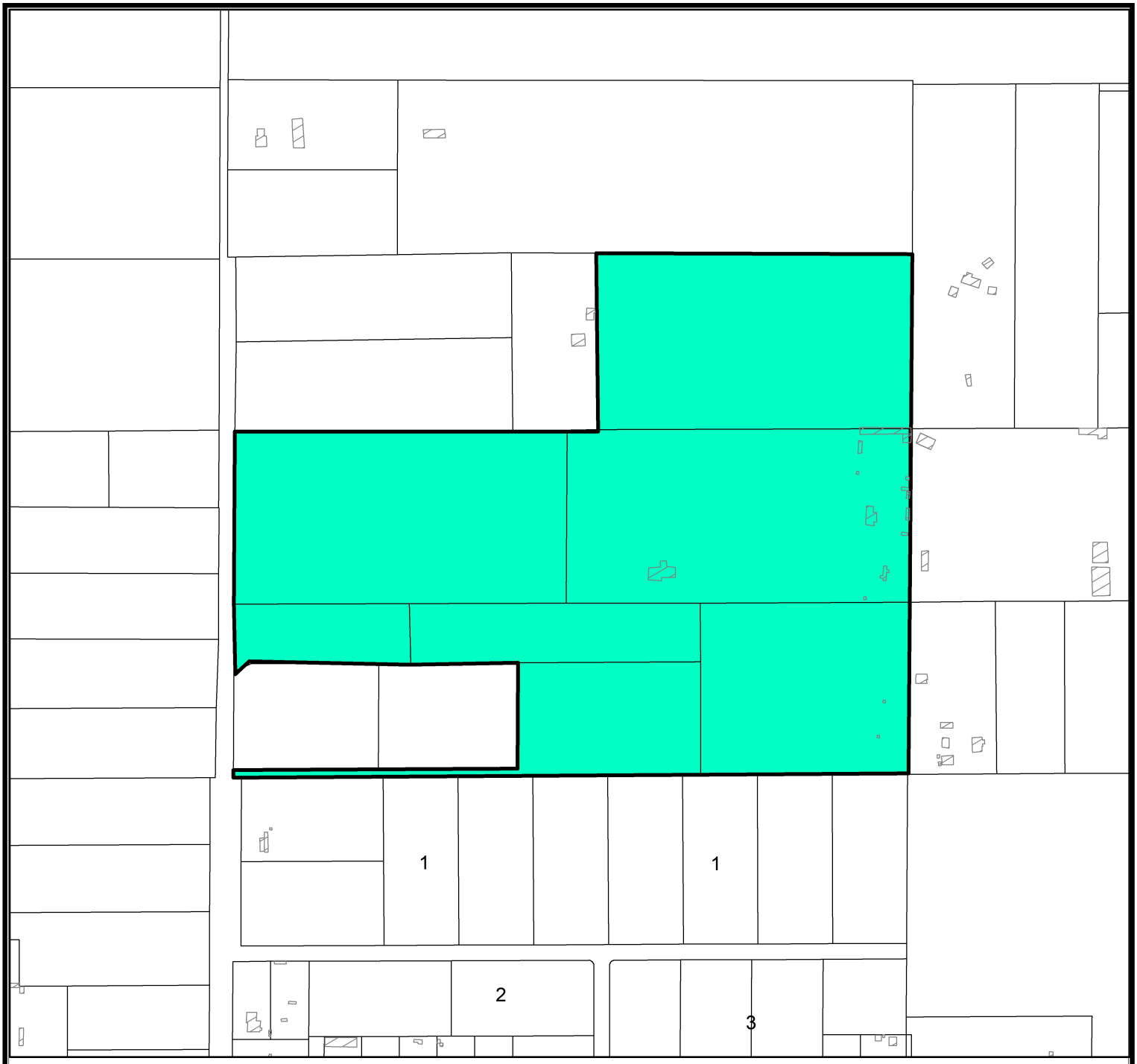
	2024	Ptd	Change +/-	Prior 2023	Ptd
Impr Non Homesite +	520,060	F1	0	520,060	F1
Land Non Homesite +	300,000	F1	0	300,000	F1
Total Market =	820,060		0	820,060	
Assessed =	820,060		0	820,060	

Entity / Description	Exemption	Txbl Value	Rate Per $100	Frz Yr	Ext. Tax Levy
165 MIDLAND COUNTY	0	820,060	.1204300		987.60
SCM MIDLAND ISD	0	820,060	.8770000		7,191.93
RDC MIDLAND COLLEGE	0	820,060	.0774100		634.81
HOS MIDLAND HOSPITAL	0	820,060	.0731200		599.63
CUD MIDLAND COUNTY UTILITY DIST	0	820,060	.0294460		241.47
** ESTIMATED TOTAL					9,655.44

Nbh Coding
AGU
B13
D02
CUD
MULTI
MC21
EXTCOMM22

Misc Coding
LND 1
MANCAMP
STA21

User PERVIN Print Date 2/16/2024 10:37:10 AM Property ID : R000005451 Geo ID : 00003920.012.7150 Quick Link :



Location Map

An ordinance releasing from the City of Midland's Extraterritorial Jurisdiction a 62.302-acre tract of land, a 7.85-acre tract of land, a 5.84-acre tract of land, and a 12.19-acre tract of land, all out of Section 12, Block 39, T-2-S, T&P RR Co. Survey, Midland County, Texas.

Generally located on the east side of South County Road 1180, approximately 730 feet north of East County road 119. (Extraterritorial Jurisdiction)

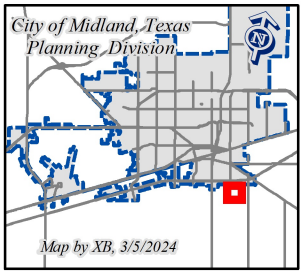
LEGEND

CITY LIMITS

PARCEL

PRIVATE BLDGS

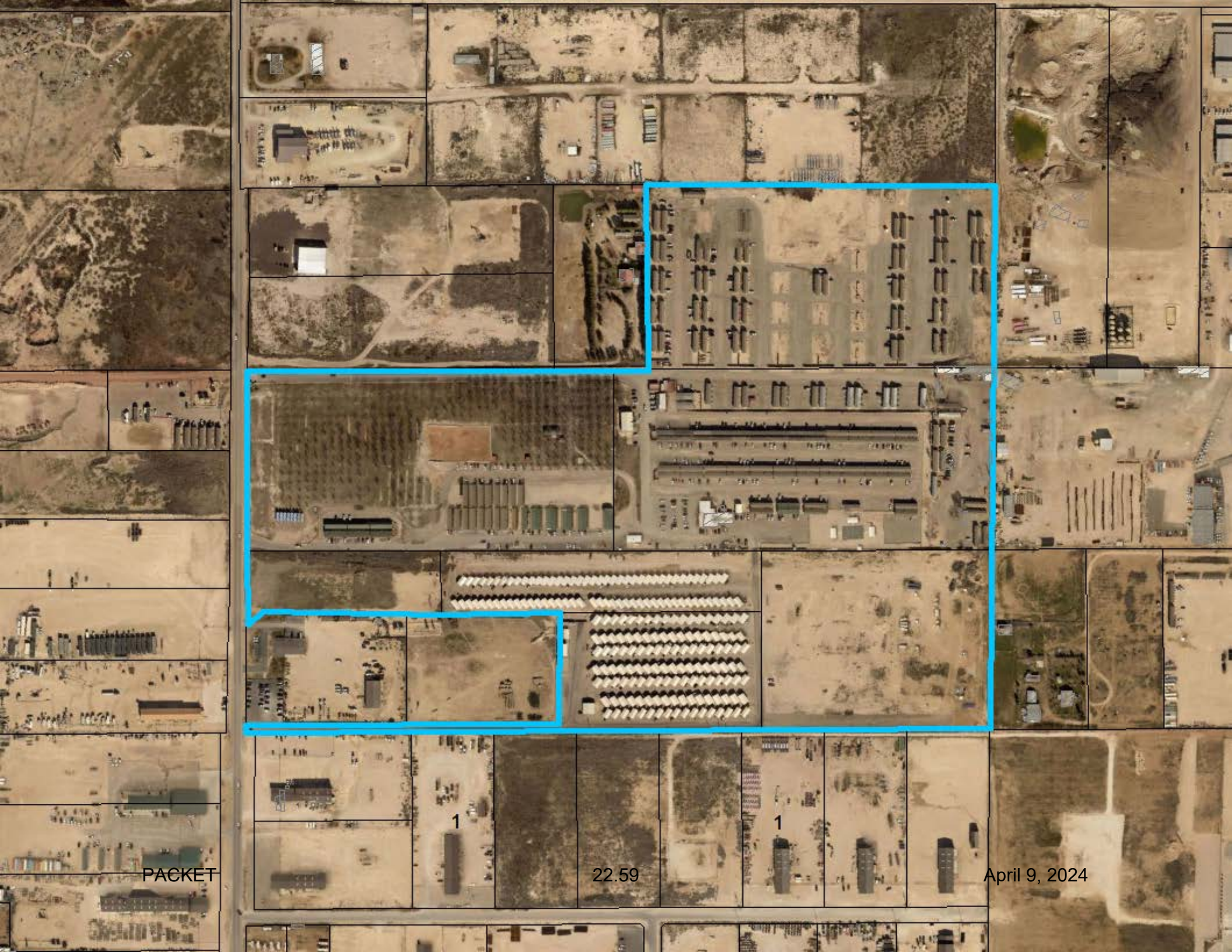
Scale: 1" = 600'



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THIS DATA IS NOT A SUBSTITUTION FOR A SURVEY AND IS NOT 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.


1
1

City Council Meeting

Item Number: 23

Meeting Date: April 09, 2024

To: City Council / City Manager

From: Diana Geerts, Senior Planner

Subject: AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO GRANT A SPECIFIC USE DESIGNATION WITH TERM FOR A 2,034-SQUARE FOOT PORTION OF LOT 1-H, BLOCK 5, COLONY PLACE, SECTION 5, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED AT THE SOUTHEAST CORNER OF THE INTERSECTION OF WEST WADLEY AVENUE AND NORTH GARFIELD STREET), WHICH IS PRESENTLY ZONED RR, REGIONAL RETAIL DISTRICT, ALLOWING SAID PROPERTY TO BE USED FOR THE SALE OF ALL ALCOHOLIC BEVERAGES IN A BREWPUB 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) (QUALITY OF LIFE AND PLACE)

Purpose:

The applicant, Waystone Brewing LLC, is requesting a Specific Use Designation (SUD) with Term for Alcoholic Beverages Sales for On-Premises Consumption in a brewpub located at 2101 W. Wadley Ave.

Recommended City Council Action:

Approve

Fiscal Impact:

None.

Strategic Priority:

(Quality of Life and Place)

Discussion:

Current Zoning:

RR, Regional Retail District

Surrounding Zoning and Land Use:

The properties to the north are zoned MF-16, Multiple-Family Dwelling District, and RR, Regional Retail District, and is the location of an apartment complex and a shopping center. The properties to the east are zoned SF-1, Single-Family Dwelling District, and MF-22, Multiple-Family Dwelling District and is the location of single-family houses and the racquet club, respectively. The properties to the south are zoned SF-1, Single-Family Dwelling District and O-1, Office District, and is the location of single-family houses and office buildings. The properties to the west are zoned PD, Planned District for a Shopping and Office Center and SF-1, Single-Family Dwelling District, and is the location of office buildings and single-family houses, respectively.

Analysis:

The property is zoned RR, Regional Retail District. The RR zoning allows for the sales of Alcoholic Beverages for On-Premises Consumption in a Restaurant with the approval of an SUD. The total area of the brewpub, The Waystone, is 2,034 square feet and the proposed alcohol serviceable area is 1,417 square feet. They are proposing to amend their existing SUD to extend the hours and days of alcohol service.

The current SUD allows for alcohol sales Thursday and Friday from 5:00 p.m. to 10:00 p.m. and Saturday from 9:00 a.m. to 10:00 p.m.

The applicant is now requesting the following days and hours for alcohol sales and consumption:

Monday through Sunday from 10 a.m. to 11 p.m.

Per Midland City Code, Section 5-4-4, Prohibited Places of Business:

The sale of any alcoholic beverage is hereby prohibited by any person, where the place of business of any such dealer is within 300 feet of any church, public-school, public-school ground, athletic stadium used by any public school or public hospital, the measurements to be along the property lines of the street fronts and from front door to front door and in a direct line across intersections where they occur.

There are no churches or public schools, athletic stadiums, or public hospitals within 300 feet of the property.

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.” The Waystone is a destination where Midland residents will gather and socialize.

This project has been circulated to all City departments for review. Below are the department comments.

Fire: (Approved)

All future development shall meet the requirements of IFC 2015 ed. and local ordinances.

Engineering: (Approved)

No objections.

Transportation: (Approved)

No objections.

Building Code: (Approved)

No objections.

Planning: (Approved with Conditions)

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 brewpub, subject to Condition A through G.

Conditions:

A. That the serviceable area of the establishment shall be limited to approximately 1,417 square feet as shown in Exhibit “A”.

B. That the occupancy of the establishment shall not exceed the maximum occupancy determined by the Building Code and Fire Code.

C. That the permitted hours of the sale of alcoholic beverages sales and consumption shall be limited to:

Monday through Sunday from 10 a.m. to 11 p.m.

D. **That the sale and on-premises consumption of alcoholic beverages shall conform to applicable state and local laws.**

E. **That the establishment shall meet all requirements of the Fire Department and Code Administration.**

F. **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 April 09, 2024, staff has not received any letters of objection.

Attachments:

Application
Floor Plan (Exhibit A)
Site Plan (Exhibit B)
Maps

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 2,034-SQUARE FOOT PORTION OF LOT 1-H, BLOCK 5, COLONY PLACE, SECTION 5, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED AT THE SOUTHEAST CORNER OF THE INTERSECTION OF WEST WADLEY AVENUE AND NORTH GARFIELD STREET), WHICH IS PRESENTLY ZONED RR, REGIONAL RETAIL DISTRICT, ALLOWING SAID PROPERTY TO BE USED FOR THE SALE OF ALL ALCOHOLIC BEVERAGES IN A BREWPUB 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 2,034-square foot portion of Lot 1-H, Block 5, Colony Place, Section 5, City and County of Midland, Texas (the "Property"), as set out hereinafter;

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

SECTION ONE. That the Zoning District Map of the City of Midland, Texas, is hereby amended to grant the Property a Specific Use Designation With Term for the sale of all alcoholic beverages in a brewpub (the "Establishment") for on-premises consumption, together with the uses permitted in the present RR, Regional Retail District.

SECTION TWO. That the Property shall be subject to the following conditions and

restrictions:

A. That the serviceable area of the Establishment shall be limited to approximately 2,034 square feet as shown in Exhibit "A", which is attached hereto and incorporated herein for all purposes. For the avoidance of doubt, the 360-square foot exterior "CAFE SEATING AREA" shown in Exhibit "A" is included in the serviceable area.

B. That the sale and on-premises consumption of alcoholic beverages shall conform to all applicable state and local laws.

C. That the days and hours of alcoholic beverage sales and consumption shall be limited to Monday through Sunday from 10:00 a.m. to 11:00 p.m.

D. That the occupancy of the Establishment shall not exceed the maximum occupancy determined by the Building Code and Fire Code.

E. That the Establishment shall meet the requirements of the Fire Department and the Code Administration Division.

F. That the 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., 2024; 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., 2024, at a regular meeting of the City Council:

Council members voting "AYE":

Council members voting "NAY":

PASSED AND APPROVED THIS _____ day of _____, A.D., 2024.

_____
Lori Merritt Blong, Mayor

ATTEST:

_____
Marcia Bentley-German, City Secretary

APPROVED AS TO CONTENT
AND COMPLETENESS:

_____
Elizabeth Triggs, Planning and Development Officer

APPROVED ONLY AS TO FORM:

_____
John Ohnemiller, City Attorney

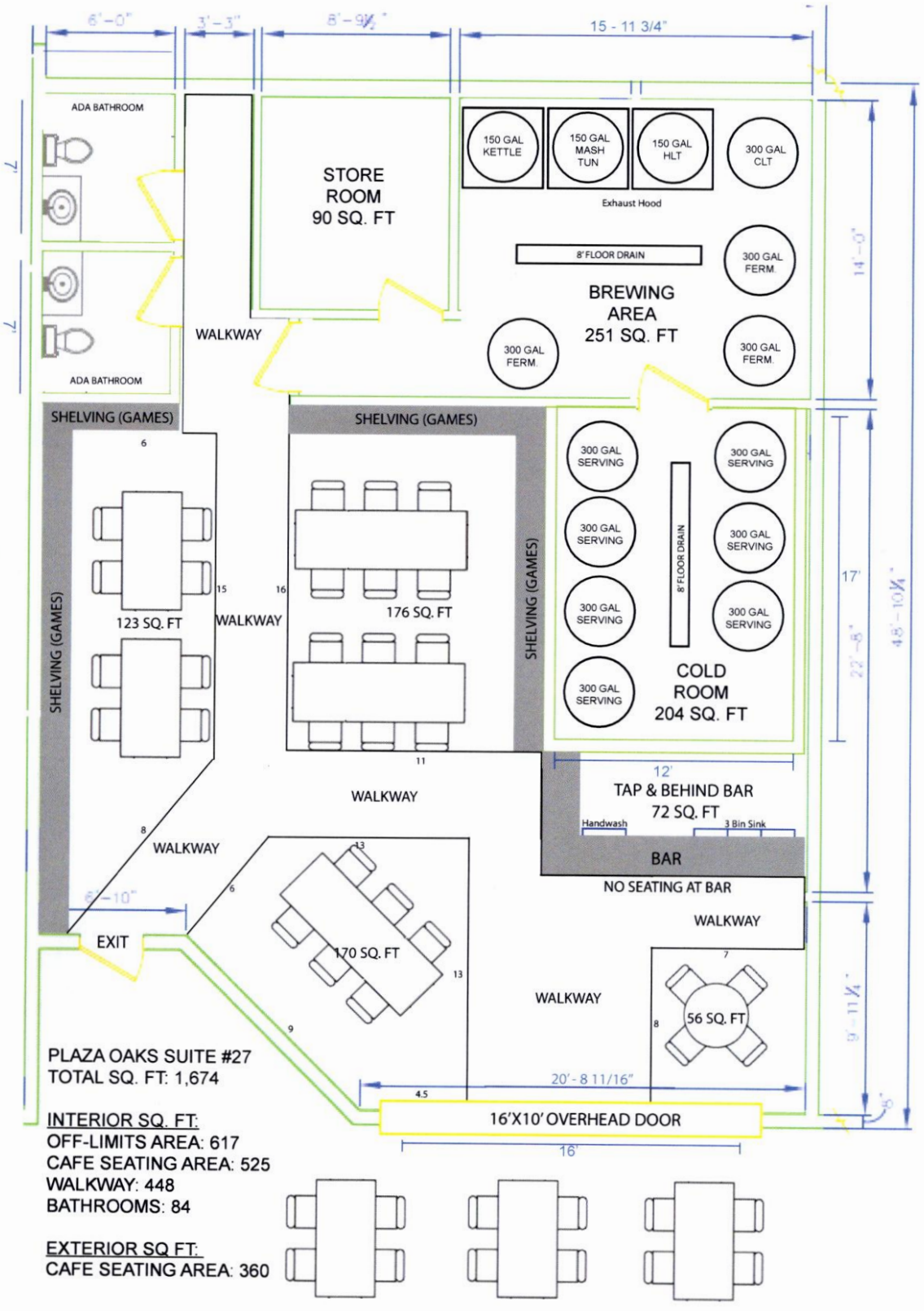

6'-0"
3'-3"
8'-9½"
15 - 11 3/4"
ADA BATHROOM
STORE ROOM 90 SQ. FT
150 GAL KETTLE
150 GAL MASH TUN
150 GAL HLT
300 GAL CLT
Exhaust Hood
8" FLOOR DRAIN
300 GAL FERM.
BREWING AREA 251 SQ. FT
300 GAL FERM.
300 GAL FERM.
WALKWAY
ADA BATHROOM
SHELVING (GAMES)
SHELVING (GAMES)
SHELVING (GAMES)
123 SQ. FT
WALKWAY
176 SQ. FT
300 GAL SERVING
300 GAL SERVING
300 GAL SERVING
300 GAL SERVING
300 GAL SERVING
300 GAL SERVING
8" FLOOR DRAIN
COLD ROOM 204 SQ. FT
12'
TAP & BEHIND BAR 72 SQ. FT
Handwash
3 Bin Sink
BAR
NO SEATING AT BAR
WALKWAY
WALKWAY
WALKWAY
6'-10"
EXIT
170 SQ. FT
WALKWAY
56 SQ. FT
20' - 8 11/16"
16'X10' OVERHEAD DOOR
16'
14'-0"
17'
22'-5"
48'-10¼"
9'-11¼"
PLAZA OAKS SUITE #27
TOTAL SQ. FT: 1,674
INTERIOR SQ. FT:
OFF-LIMITS AREA: 617
CAFE SEATING AREA: 525
WALKWAY: 448
BATHROOMS: 84
EXTERIOR SQ FT:
CAFE SEATING AREA: 360

EXHIBIT "A"

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: Waystone Brewing LLC			Phone (432) 770 2322 Email waystonebrew@gmail.com
Address 3525 Andrews HWY	City Midland	State TX	Zip 79703
Property Owner Printed Name: Plaza Oaks BPRE Investors LLC			Phone (310) 993-2381 Email ArizonaRetailShawn@gmail.com
Address 1539 Sawtelle Blvd, Ste 9	City Los Angeles	State CA	Zip 90025
Representative *(if different from Applicant or Property Owner)* Firm: _____ Printed Name:			Phone ( ) Email
Address	City	State	Zip

Street Address: 2101 W Wadley Ave, suite 27, Midland, TX 79705

Business Name: The Waystone

Legal Description
Lot: 1C-J Block: 005 Subdivision: Colony Place

Current Zoning: RR, Regional Retail District

Reason for Request: Amend my current SUD to add additional days, we host private groups and would like to serve on other days

Type of Business *(restaurant, bar, lounge, nightclub, etc.)*: Board Game Cafe / Brewpub

Proposed/Current Days and Hours of Operation:
M/Tu/W/Th/F/Sa/Su 10am - ~~10~~ 11pm EM

Proposed Days and Hours of Alcohol Service:
M/Tu/W/Th/F/Sa/Su 10am - ~~10~~ 11pm EM

Total Square Footage of Business: 1674

Square Footage of Alcohol Serviceable Area: 1120

Restroom Fixtures: *Men*	**Toilets/Urinals:** 1 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 (if applicable)
  - Total Square Footage
  - Serviceable Square Footage
- Dimensioned Site Plan showing:
  - Parking
  - Business Footprint
- Digital Copies of Floor Plan & Site Plan (PDF/JPEG)

Signatures

Applicant (signature):	Date: Jan 12 2024
Applicant (printed): Edward Morehouse	
Property Owner (signature):	Date: 1/12/24
Property Owner (printed): Shaun Krasowski	

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 The Waystone who, being by me duly sworn, upon oath says: That (s)he is authorized by Edward Morehouse, the owner of the above described property, to fully represent him/her in this application and that (s)he had the legal right, power and authority to sign said owner's name hereto as his/her attorney in fact.

Authorized Agent (*signature*)

Subscribed and sworn to before me, this 22nd day of January, 20 ___, to certify which witness my hand and seal of office.

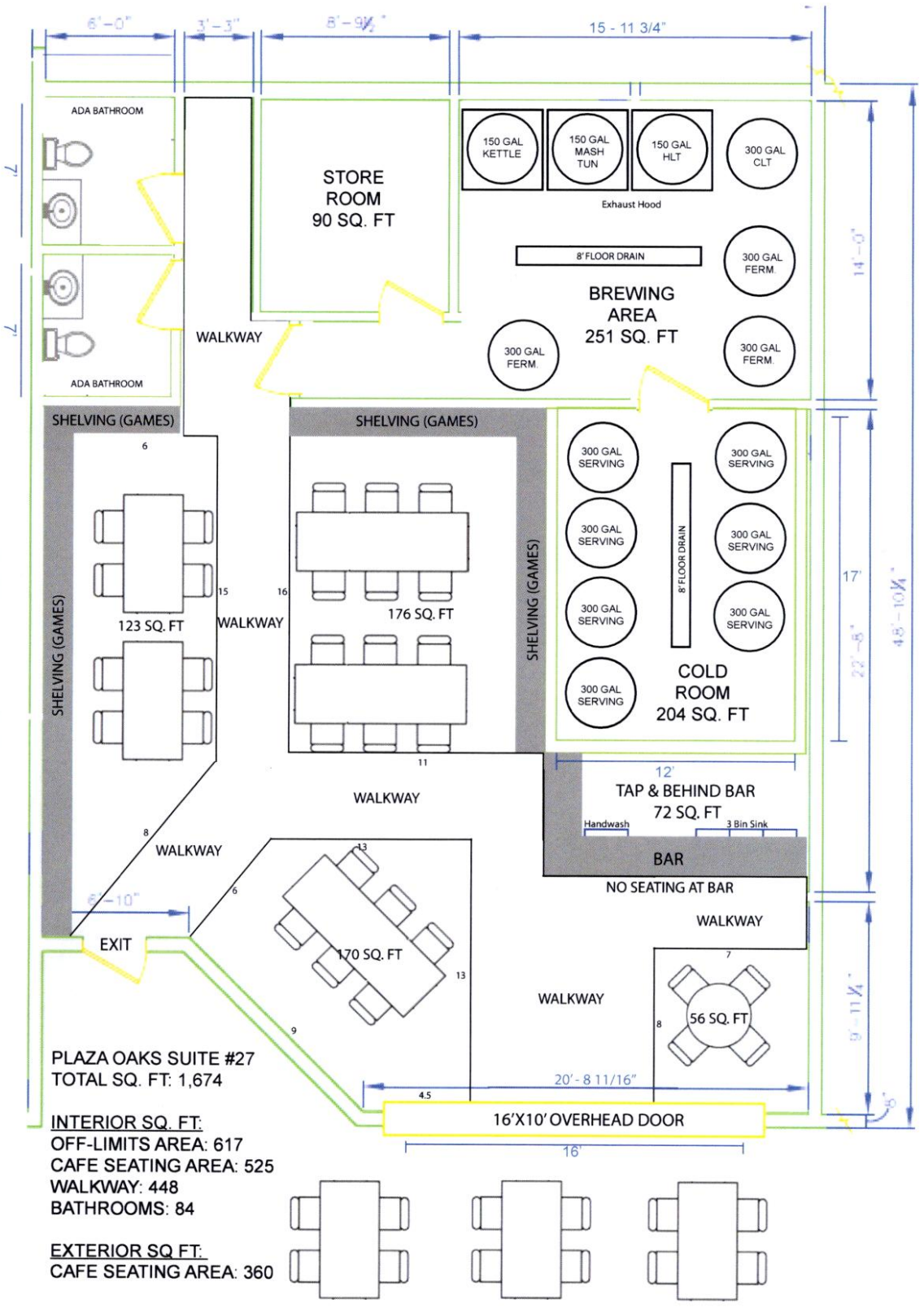
ALEXIS MARIE MARTINEZ
Notary Public, State of Texas
Comm. Expires 07-12-2027
Notary ID 134449907

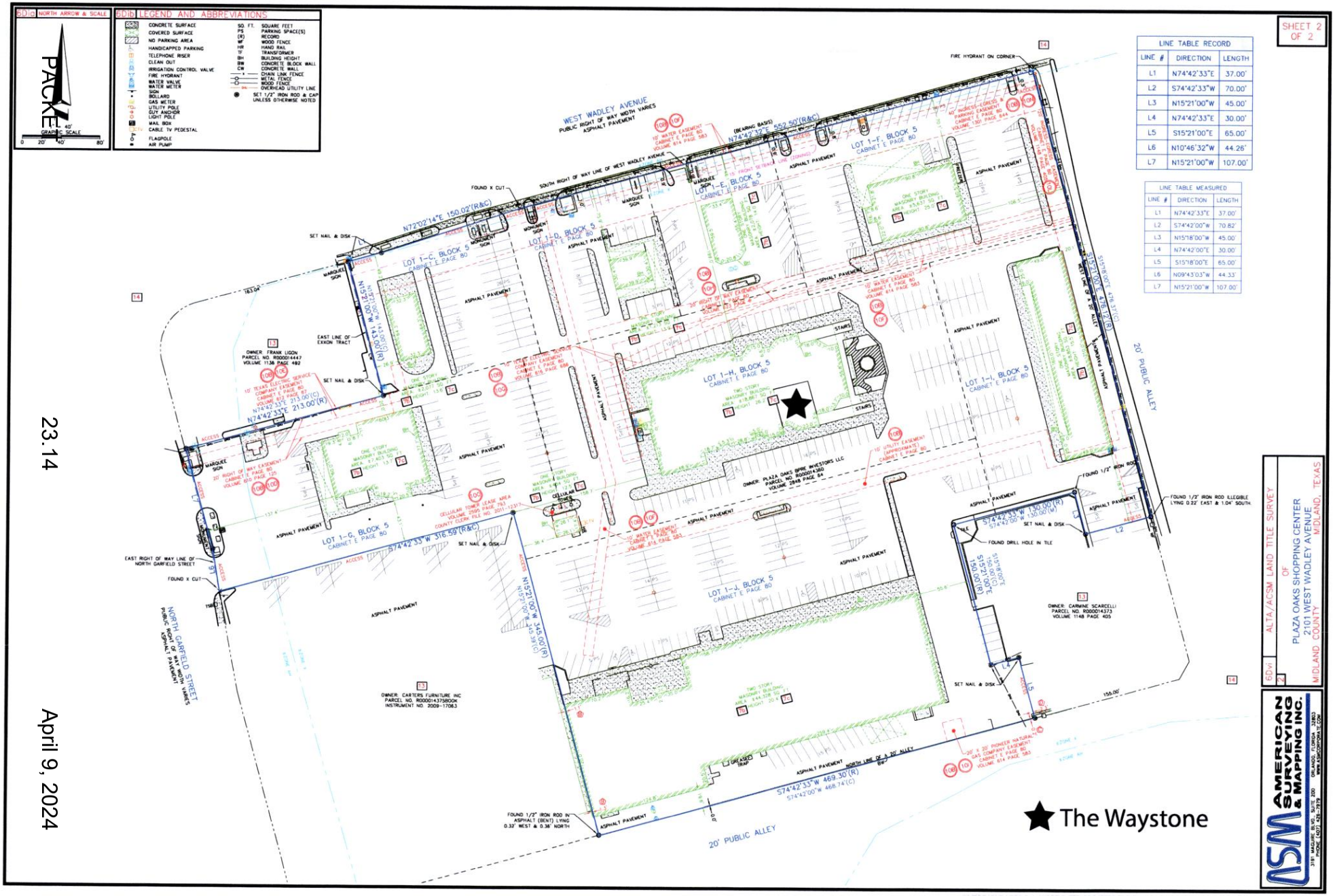
NOTARY PUBLIC, MIDLAND COUNTY, TEXAS

****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: DG1	Date:_____

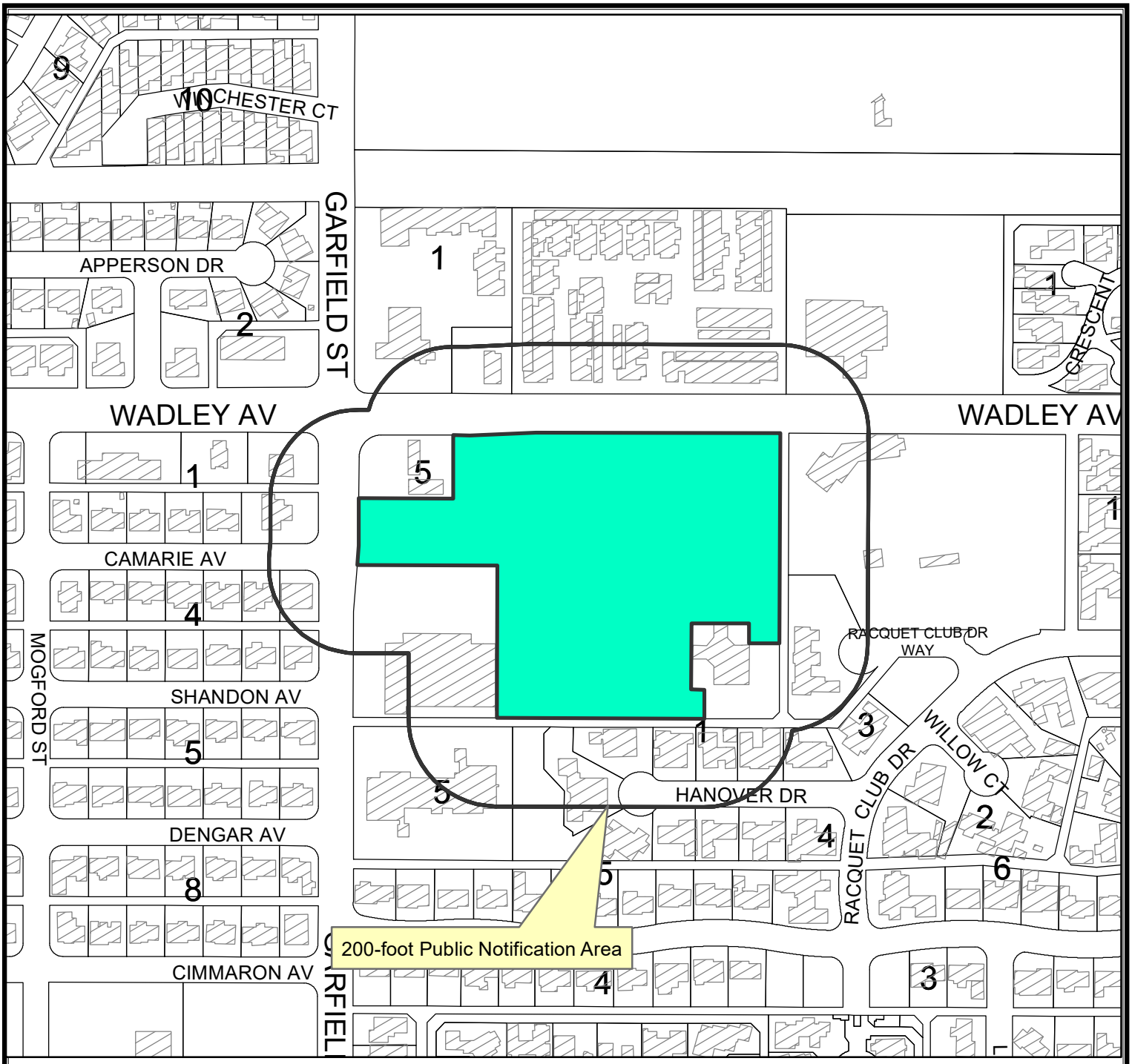
****Application will not be considered for scheduling until reviewed by a planner.****


6'-0"
3'-3"
8'-9½"
15 - 11 3/4"
ADA BATHROOM
ADA BATHROOM
STORE ROOM 90 SQ. FT
WALKWAY
150 GAL KETTLE
150 GAL MASH TUN
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Exhaust Hood
8' FLOOR DRAIN
BREWING AREA 251 SQ. FT
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CAFE SEATING AREA: 525
WALKWAY: 448
BATHROOMS: 84
EXTERIOR SQ FT:
CAFE SEATING AREA: 360



SDVI ALTA/ACSM LAND TITLE SURVEY OF PLAZA OAKS SHOPPING CENTER 2101 WEST WADLEY AVENUE MIDLAND, TEXAS MIDLAND COUNTY

AMERICAN SURVEYING & MAPPING INC.



LOCATION MAP

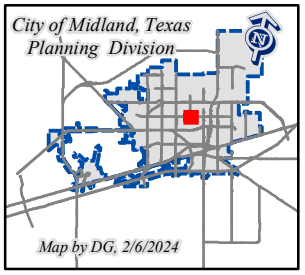
SUD-24-0172 **Scale: 1" = 200'**

Consider a request by Waystone Brewing LLC, for a Specific Use Designation with Term for the sale of all alcoholic beverages for on-premises consumption, in a brewpub, on a 1,674 square foot portion of Lot 1-H, Block 5, Colony Place, Section 5, City and County of Midland, Texas.

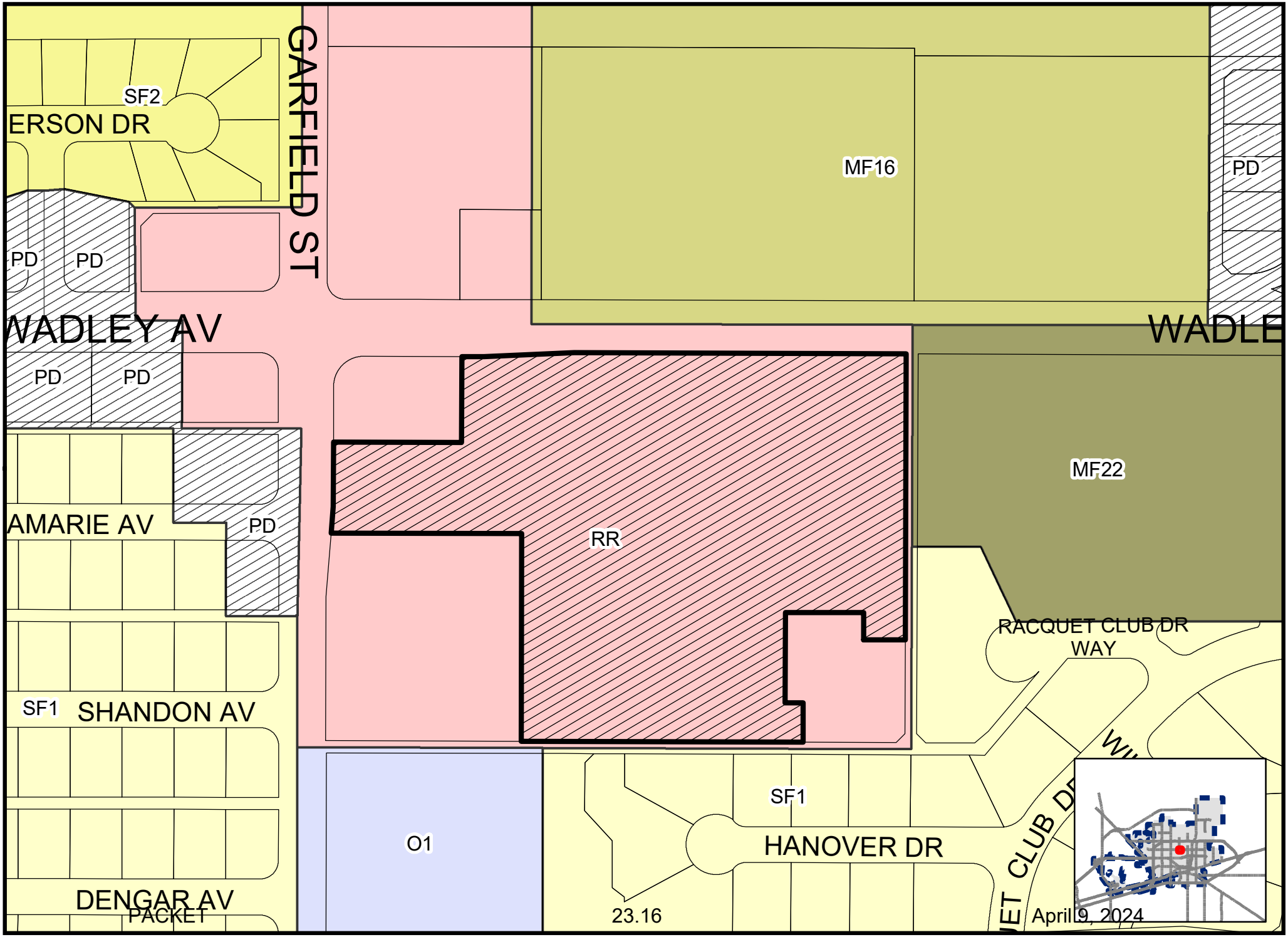
Generally located on the southeast corner of the intersection of W. Wadley Avenue and N. Garfield Street. (Council District 3)

LEGEND

- CITY LIMITS
- PARCEL
- PRIVATE BLDGS



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THIS DATA IS NOT A SUBSTITUTION FOR A SURVEY AND IS NOT 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 DG, 1/30/2024

SUD-24-0172

Scale: 1" = 200'

ZONING MAP

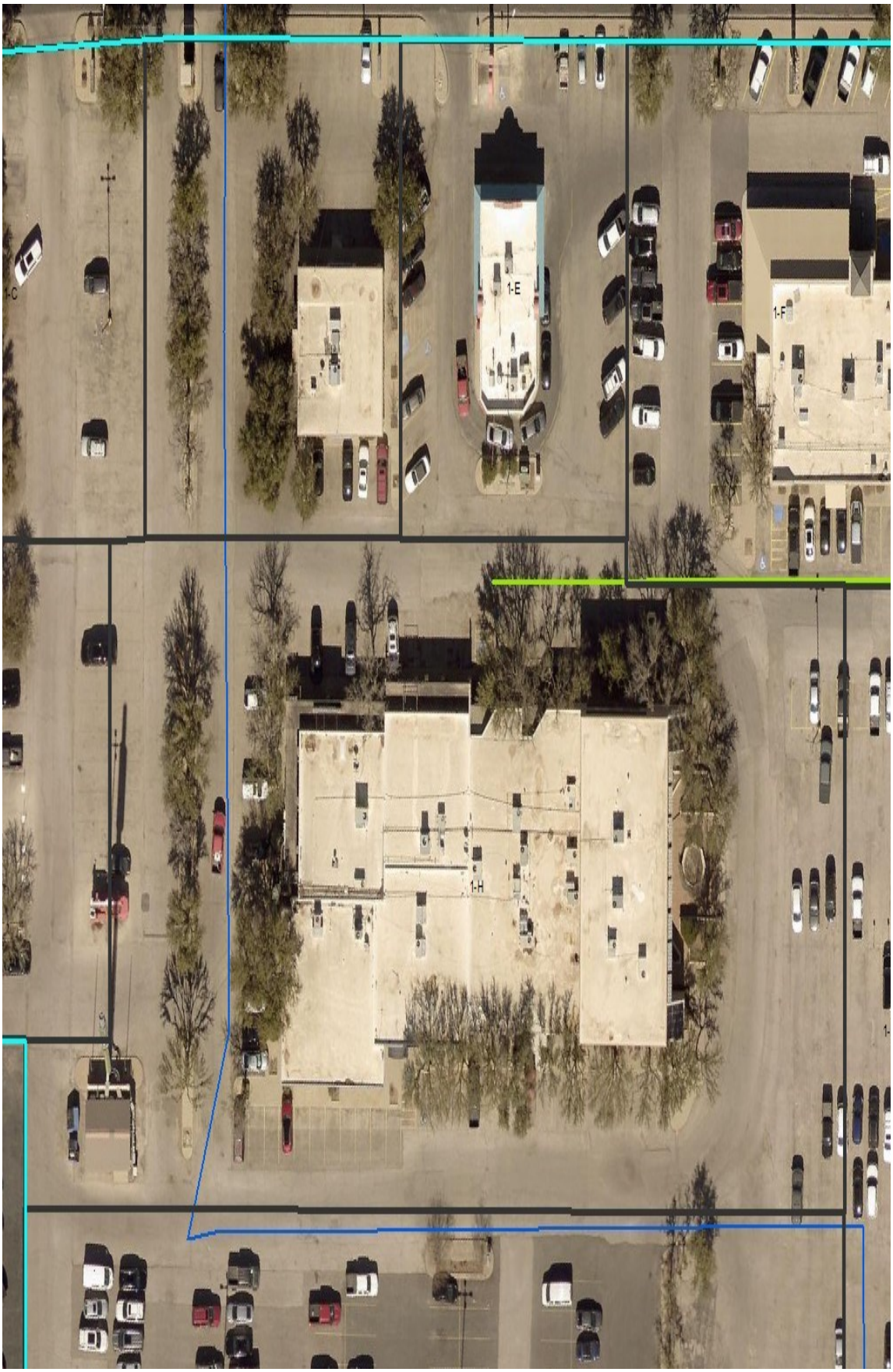
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RUSSELL L. FREEMAN
& ASSOCIATES
INTERIOR DESIGN






1-E
1-F
1-H

City Council Meeting

Item Number: 24

Meeting Date: April 9, 2024

To: City Council / City Manager

From: Andrew Meyers, Planner

Subject: **AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO GRANT A SPECIFIC USE DESIGNATION WITH TERM FOR AN 8,076-SQUARE FOOT PORTION OF LOT 1, BLOCK 2, CLAYDESTA PLAZA ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED AT THE NORTHWEST CORNER OF THE INTERSECTION OF WEST WADLEY AVENUE AND NORTH BIG SPRING STREET), WHICH IS PRESENTLY ZONED PD, PLANNED DEVELOPMENT DISTRICT FOR A MIXED USE, ALLOWING SAID PROPERTY TO BE USED FOR THE SALE OF ALL ALCOHOLIC BEVERAGES IN A RESTAURANT FOR ON-PREMISES CONSUMPTION; MAKING SAID DESIGNATION SUBJECT TO CERTAIN CONDITIONS AND RESTRICTIONS CONTAINED HEREIN; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION (DISTRICT 3) (DEVELOPMENT SERVICES) (STRONG ECONOMY WITH MORE QUALITY JOBS)**

Purpose:

The applicant, Juji's Kitchen, LLC, is requesting Specific Use Designation with Term to allow the sales of Alcoholic Beverages for On-Premise Consumption, at 6 Desta Drive. They currently have an SUD that was renewed on July 10, 2022 and allows them to serve alcohol Monday through Friday from 11:00 a.m. to 11:00 p.m. and Saturday from 10:00 a.m. to 11:00 p.m. They are requesting to extend their service hours to Monday through Saturday 7:00 a.m. to 11:00 p.m.

Recommended City Council Action:

Approve

Fiscal Impact:

This proposal does not have a significant financial impact to the City.

Strategic Priority:

(Strong Economy with More Quality Jobs)

Discussion:

Current Zoning:

PD, Planned Development District for a Mixed Use (Office and Retail). (Ordinance 8195)

Surrounding Zoning and Land Use:

This property is currently zoned PD, Planned Development District for a Mixed Use. The parcels to the north are zoned O-2, Office District, and PD, Planned Development District. The parcels to the east side are zoned RR, Regional Retail District. The parcels to the south are zoned PD. The parcels to the west are zoned PD and RR.

This property is zoned PD, Planned Development District for a Mixed Use (Office and Retail), with an underlying zoning of LR-2, or RR, Regional Retail District. The RR district permits the sales of Alcoholic Beverages for On-Premises Consumption in a Restaurant with the approval of an SUD, Specific Use Designation.

Juji's Kitchen is an existing restaurant located at 6 Desta Drive. The restaurant is undergoing a renovation and after the renovation the total area of the restaurant will be 8,076-square feet, with an alcohol serviceable area of 4,446-square feet, being split into 3,150-square feet inside the restaurant, and 1,296-square feet in the atrium of the Claydesta Building. The attached site plan and floor plans are illustrative of the restaurant.

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." Juji's Kitchen is a destination where Midland residents will gather and socialize.

The proposed hours of operation:

Monday through Saturday from 7 a.m. to 11 p.m.
Closed on Sunday

The proposed hours of alcohol service:

Monday through Saturday from 7 a.m. to 11 p.m.

Per Midland City Code, Section 5-4-4, Prohibited Places of Business:

The sale of any alcoholic beverage is hereby prohibited by any person, where the place of business of any such dealer is within 300 feet of any church, public-school, public-school ground, athletic stadium used by any public school or public hospital, the measurements to be along the property lines of the street fronts and from front door to front door and in a direct line across intersections where they occur.

There are no 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.

Engineering: (Approved)

No objection. [For Applicant's Information Only.]

Transportation: (Approved)

No objections. [For the Applicant's information only.]

Building Code: (Approved)

The SUD is approved based on the current occupant load pending that no changes to the occupancy, seating count, physical structure, and/or the floor layout has taken place when compared to previously approved SUDs. Occupancy loads must be posted in accordance with section 1004.3 of the 2015 International Fire Code.

Fire: (Approved)

No objections

Planning: (Approved)

No objections.

This request meets all requirements; therefore, staff recommends approval of the request of the Specific Use Designation with Term for Sales of all Alcoholic Beverages for On-Premises Use.

Conditions:

A. **That the serviceable area of the establishment shall be limited to approximately 4,446 square feet as shown in Exhibit "A".**

B. That the occupancy of the establishment shall not exceed the maximum occupancy determined by the Building Code and Fire Code.

C. That the permitted hours of the sale of alcoholic beverages sales and consumption shall be limited to:

Monday through Saturday from 7 a.m. to 11 p.m.

D. That the sale and on-premises consumption of alcoholic beverages shall conform to applicable state and local laws.

E. That the establishment shall meet all requirements of the Fire Department and Code Administration.

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 April 3, 2024, staff has not received any letters of objection.

Attachments:

Floor Plan (Exhibit A)
Site Plan (Exhibit B)
Application
Maps
Areial Photo
Site Photo
Ordinance #9783
Ordinance #8195

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO GRANT A SPECIFIC USE DESIGNATION WITH TERM FOR AN 8,076-SQUARE FOOT PORTION OF LOT 1, BLOCK 2, CLAYDESTA PLAZA ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED AT THE NORTHWEST CORNER OF THE INTERSECTION OF WEST WADLEY AVENUE AND NORTH BIG SPRING STREET), WHICH IS PRESENTLY ZONED PD, PLANNED DEVELOPMENT DISTRICT FOR A MIXED USE, 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 an 8,076-square foot portion of Lot 1, Block 2, Claydesta Plaza Addition, City and County of Midland, Texas (the "Property"), as set out hereinafter;

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

SECTION ONE. That the Zoning District Map of the City of Midland, Texas, is hereby amended to grant the Property a Specific Use Designation With Term for the sale of all alcoholic beverages in a restaurant (the "Establishment") for on-premises consumption, together with the uses permitted in the present PD, Planned Development District for a Mixed Use.

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 4,446 square feet as shown in Exhibit "A", which is attached hereto and incorporated herein for all purposes.

B. That the sale and on-premises consumption of alcoholic beverages shall conform to all applicable state and local laws.

C. That the days and hours of alcoholic beverage sales and consumption shall be limited to Monday through Saturday from 7:00 a.m. to 11:00 p.m.

D. That the occupancy of the Establishment shall not exceed the maximum occupancy determined by the Building Code and Fire Code.

E. That the Establishment shall meet the requirements of the Fire Department and the Code Administration Division.

F. That the 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., 2024; 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., 2024, at a regular meeting of the City Council:

Council members voting "AYE":

Council members voting "NAY":

PASSED AND APPROVED THIS _____ day of _____, A.D., 2024.

_____
Lori Merritt Blong, Mayor

ATTEST:

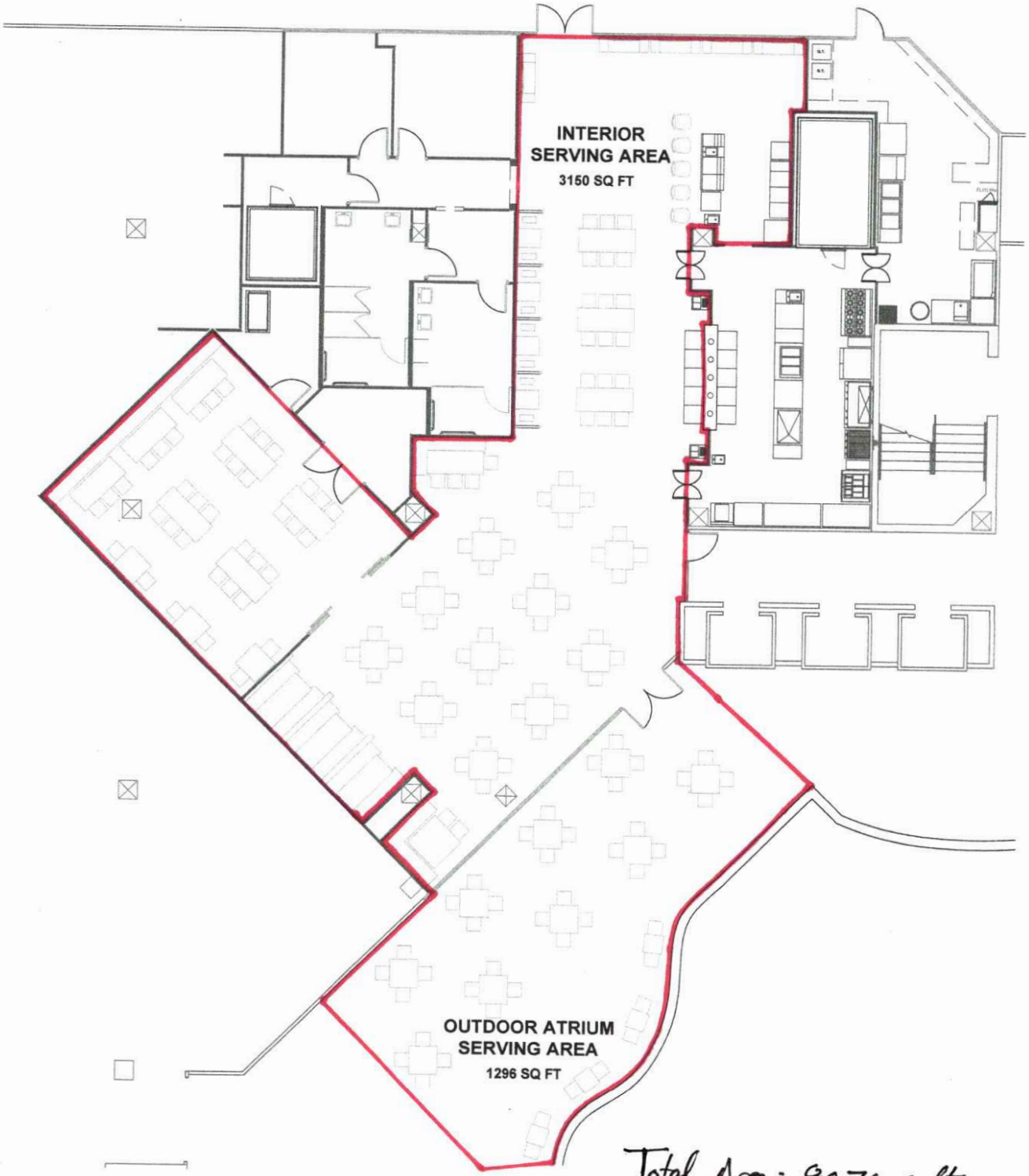
_____
Marcia Bentley-German, City Secretary

APPROVED AS TO CONTENT
AND COMPLETENESS:

_____
Elizabeth Triggs, Planning and Development Officer

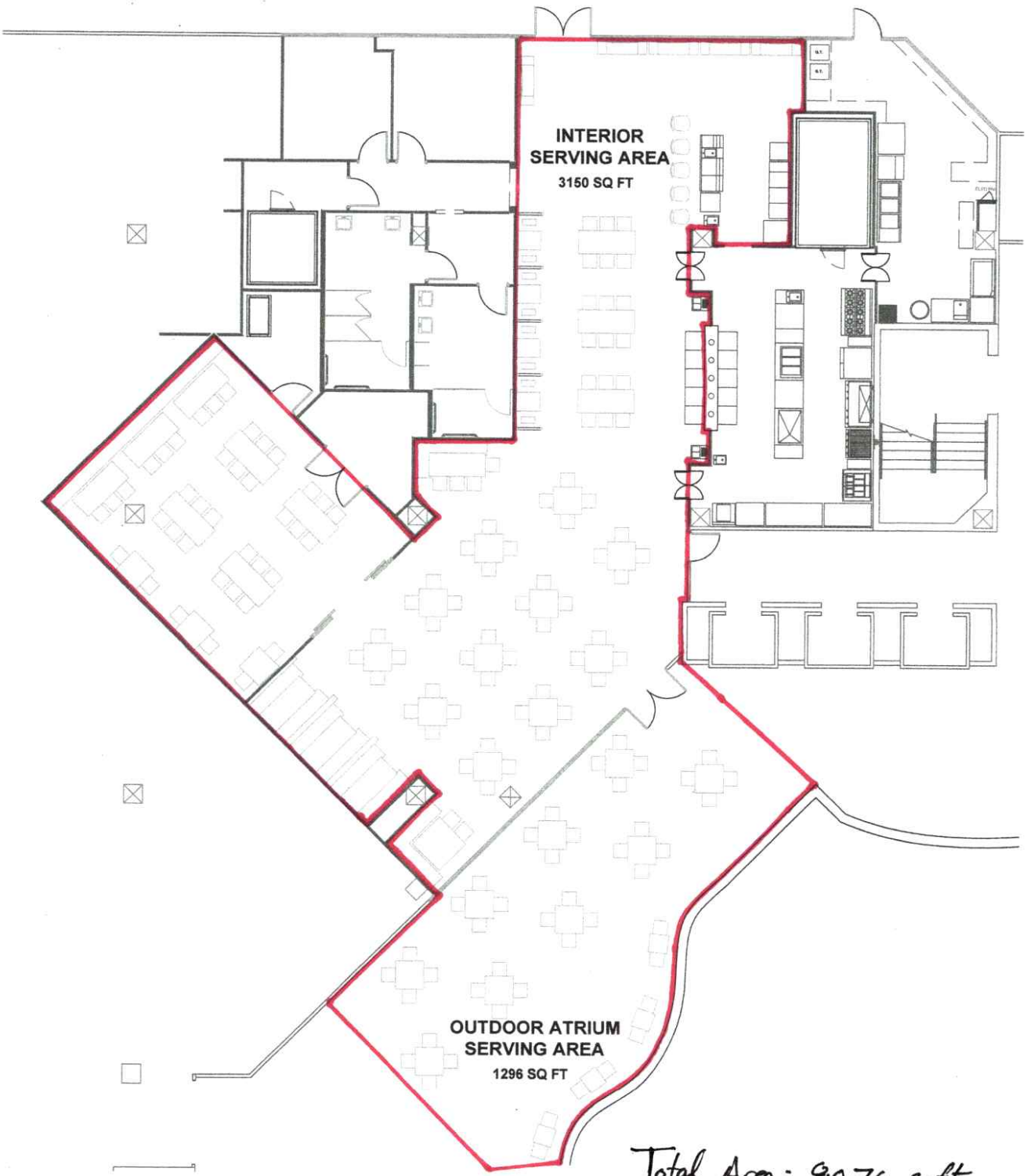
APPROVED ONLY AS TO FORM:

_____
John Ohnemiller, City Attorney

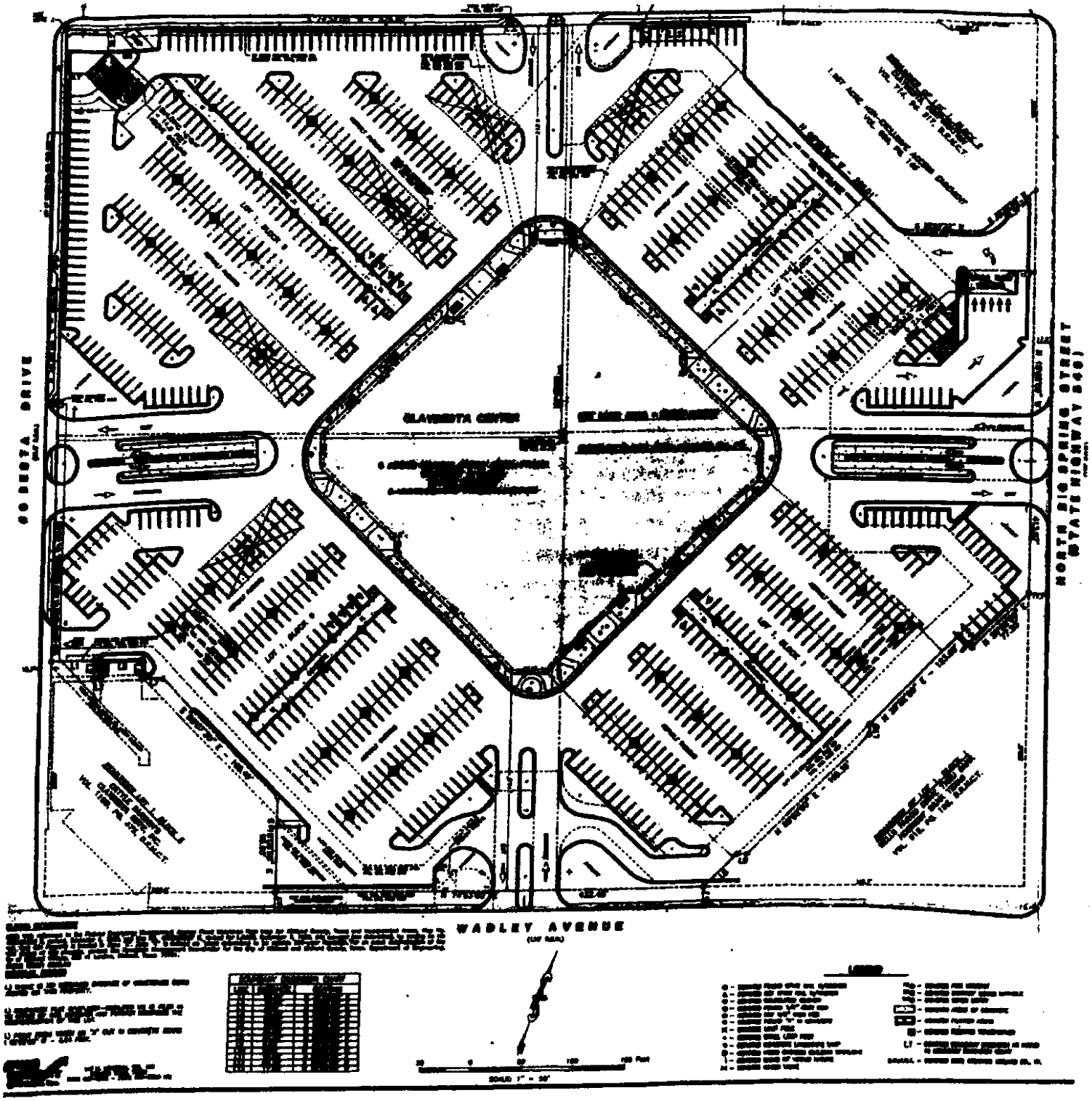


Total Area: 8076 sq ft
Total Serviceable Area: 4446 sq ft

EXHIBIT "A"



Total Area: 8076 sq ft
Total Serviceable Area: 4446 sq ft


WADLEY AVENUE

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: Juji's Kitchen LLC
Phone (432) 218-8145
Email jujiskitchen@gmail.com

Address: 6 Desta Dr., Ste 1250 | City: Midland | State: TX | Zip: 79705

Property Owner
Printed Name: Clay Desta Buildings L.P. Mitch Malouf
Phone (432) 688-3000
Email Clay Desta@claytonwilliams.com

Address: 6 Desta Drive Suite 5725 | 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: 6 Desta Dr., Ste 1250 Midland, TX 79705

Business Name: Juji's Kitchen, LLC

Legal Description
Lot: 1 Block: 2 Subdivision: Claydesta Plaza

Current Zoning: PD

Reason for Request: expansion & Mixed Beverage Permit

Type of Business *(restaurant, bar, lounge, nightclub, etc.)*: Restaurant

Proposed/Current Days and Hours of Operation: Monday - Saturday 7am - 11pm Closed Sundays

Proposed Days and Hours of Alcohol Service: Monday - Saturday 7am - 11pm

Total Square Footage of Business: 6,780

Square Footage of Alcohol Serviceable Area: 3,030

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:
  - Seati
  - Exits
  - Restr
  - Kitchen (if applicable)
  - Total Square Footage
  - Serviceable Square Footage
- Dimensioned Site Plan showing:
  - Parking
  - Business Footprint

Signatures	
Applicant (signature):	Date: 2-1-24
Applicant (printed): Desiree Terry	
Property Owner (signature): Mitch Malony	Date: 1-31-24
Property Owner (printed): Clay Desta Buildings L.P.	

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 Mitch Malony who, being by me duly sworn, upon oath says: That (s)he is authorized by Clay Desta Buildings, 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.

Mitch Malony
Authorized Agent (*signature*)

Subscribed and sworn to before me, this 31st day of January, 2024, to certify which witness my hand and seal of office.

VICKEY J BREWER
NOTARY ID# 13018421-8
My Commission Expires 04/09/2027

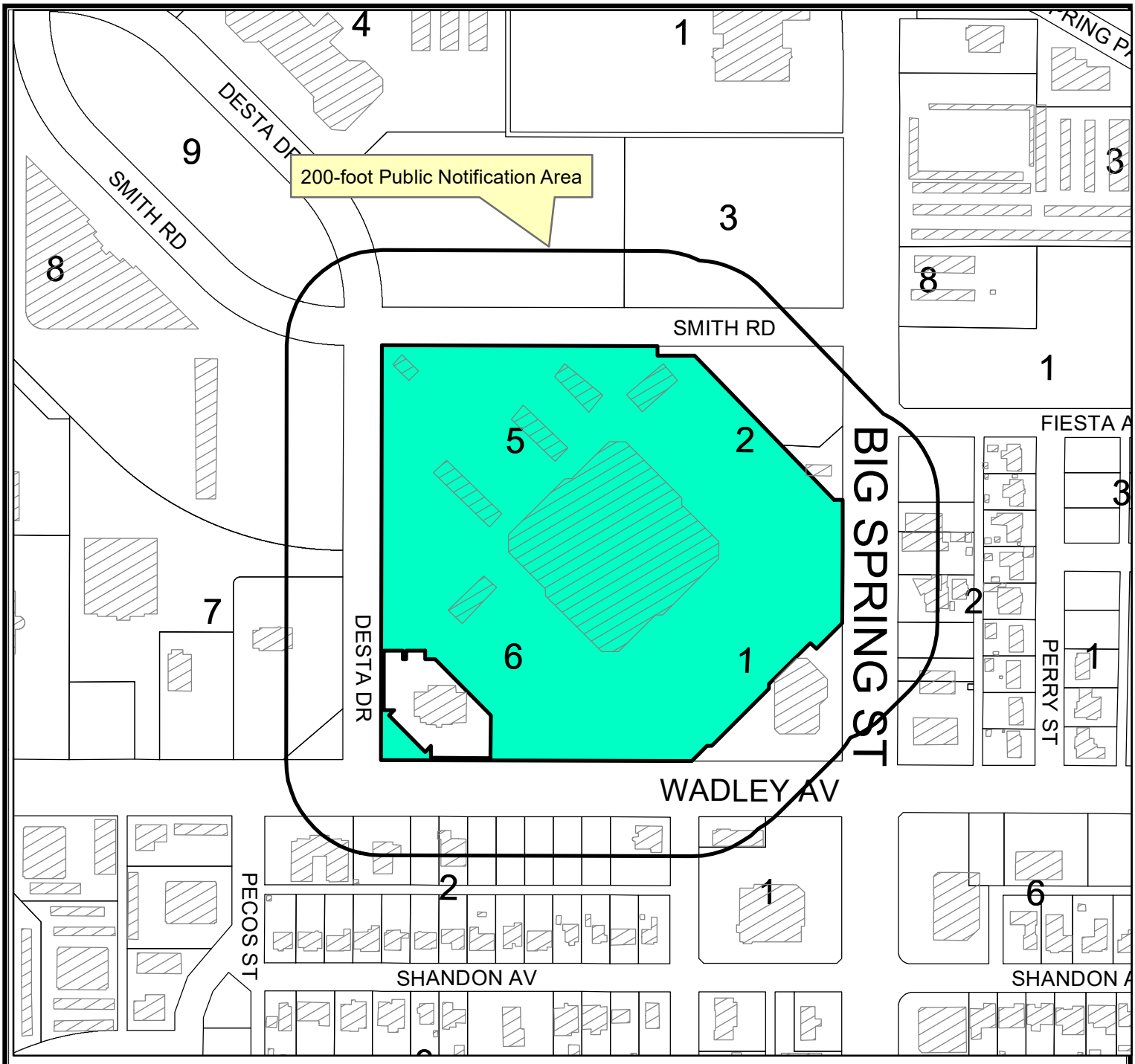
Vickey J. Brewer
NOTARY PUBLIC, MIDLAND COUNTY, TEXA

FOR OFFICE USE ONLY

☐ Property Owner Authorization	☐ Dimensioned Floor Plan
☐ Application Fee	☐ Site Plan
Check # 1640	☐ Plans in Digital Format (PDF/JPEG)
Received By:	Date: FEB 05 2024

RECEIVED

****Application will not be considered for scheduling until reviewed by a planner.****



LOCATION MAP

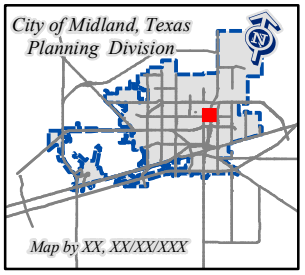
SUD-24-0173 **Scale: 1" = 300'**

Consider a request by Juji's Kitchen, LLC, for a Specific Use Designation with Term for the Sales of all Alcoholic Beverages for on Premises Consumption in a restaurant on a 8,076 square foot portion of Lot 1, Block 2, Claydesta Plaza Addition, City and County of Midland, Texas.

Generally located on the northwest corner of the intersection of West Wadley Avenue and North Big Spring Street. (Council District 3)

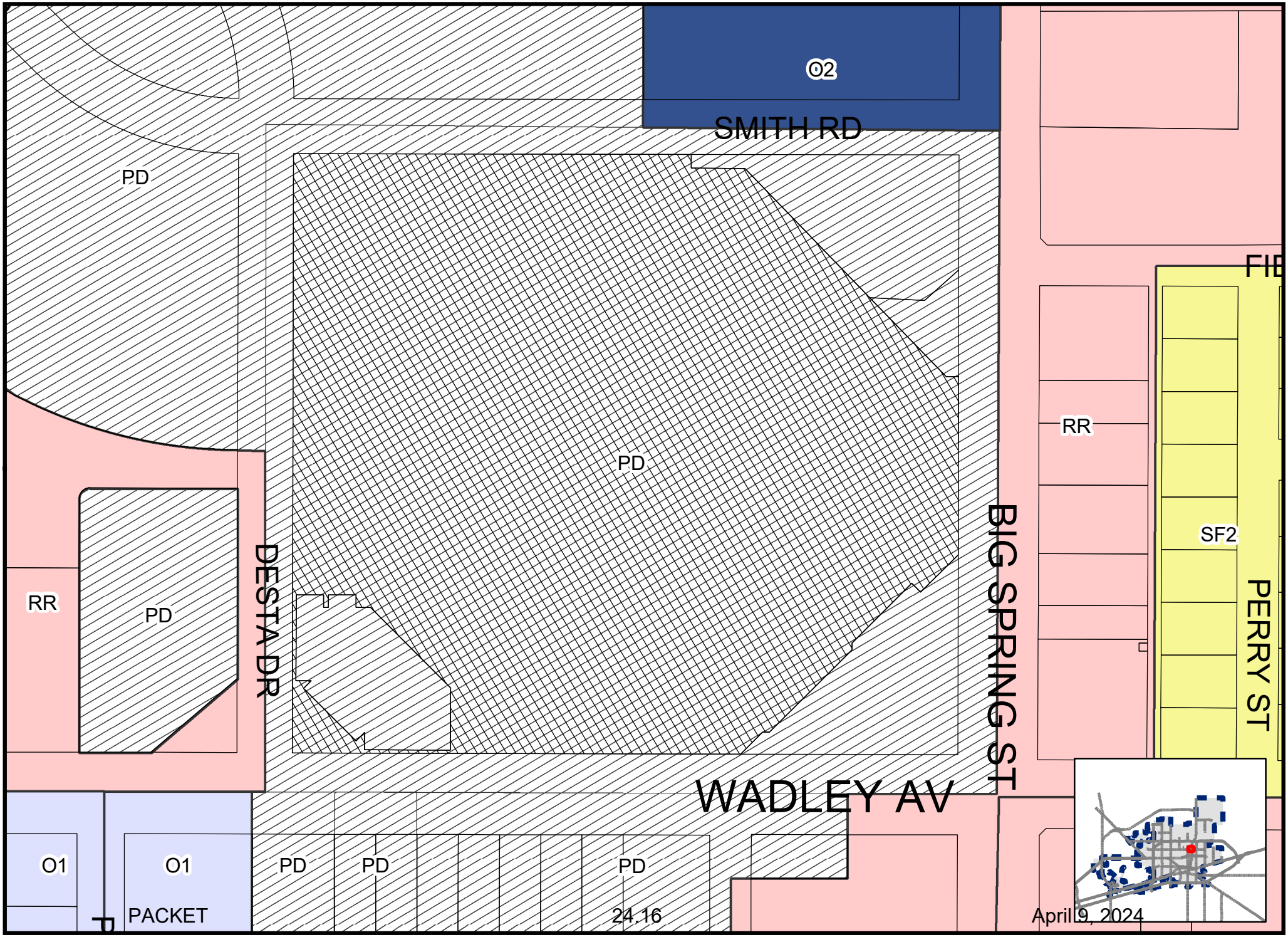
LEGEND

- CITY LIMITS
- PARCEL
- PRIVATE BLDGS



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THIS DATA IS NOT A SUBSTITUTION FOR A SURVEY AND NOR IS IT DESIGNED TO BE USED AS A PRIMARY TOOL IN PERMITTING OR OTHER DECISIONS BASED SOLELY ON THE INFORMATION CONTAINED HEREIN.
THE CITY OF MIDLAND SHALL NOT BE RESPONSIBLE FOR ANY DECISIONS BASED UPON THE USE OF THIS DATA.

April 9, 2024



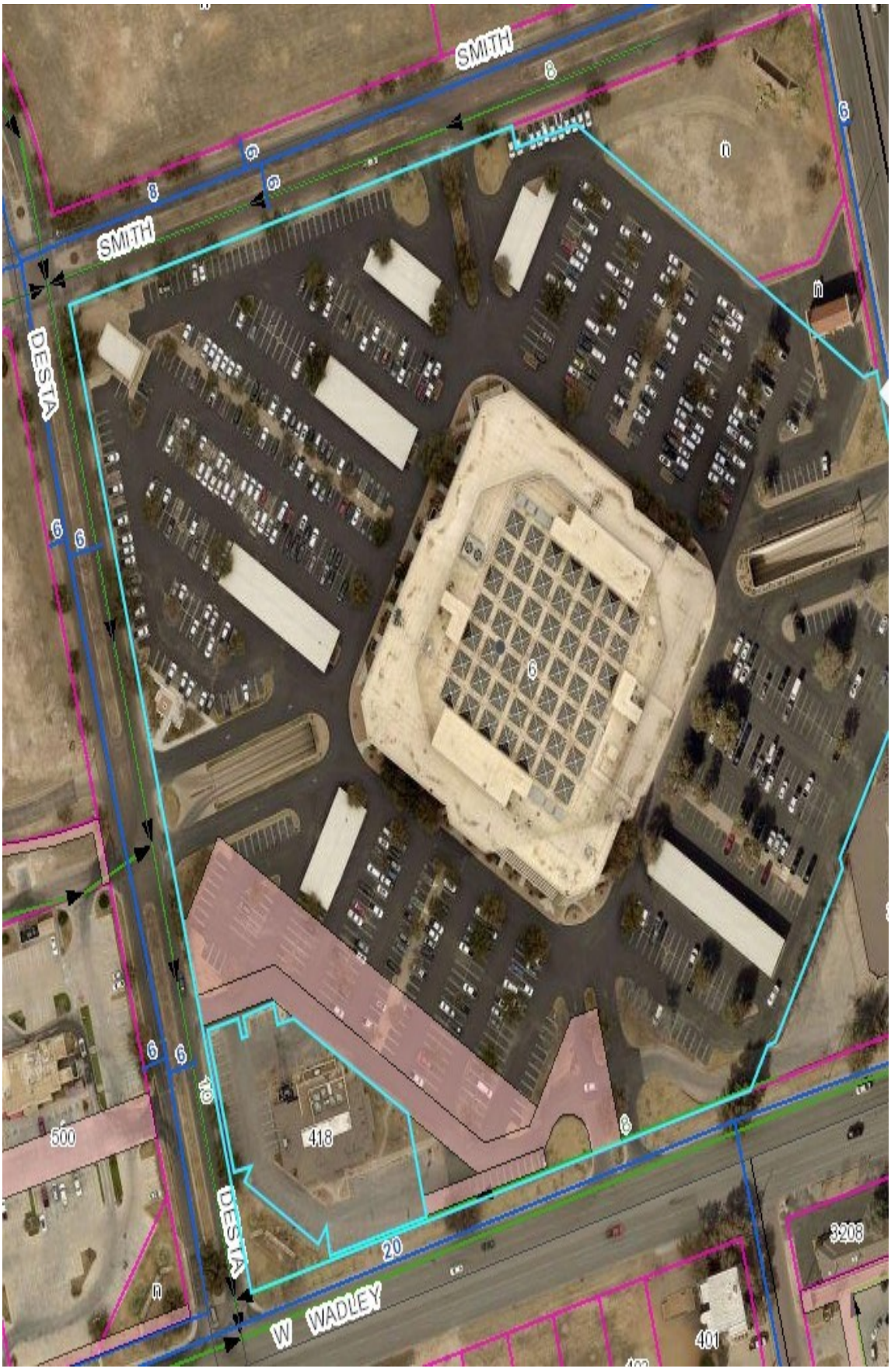
Map By AM, 2/7/2024

SUD-24-0173

Scale: 1" = 175'

ZONING MAP

© THE CITY OF MIDLAND - 2021: THIS DATA IS NOT A SUBSTITUTION FOR A SURVEY PRODUCT, NOR IS IT DESIGNED TO BE USED AS A PRIMARY TOOL IN PERMITTING OR OTHER DECISIONS BASED SOLELY ON THE INFORMATION CONTAINED HEREIN. THE CITY OF MIDLAND SHALL NOT BE RESPONSIBLE FOR ANY DECISIONS BASED UPON THE USE OF THIS DATA.


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IERO

ORDINANCE NO. 8195

AN ORDINANCE ADOPTING A SITE PLAN SUBJECT TO THE FOLLOWING CONDITIONS; 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, by Ordinance No. 5837, adopted September 22, 1981, the City Council granted a PD, Planned District for Mixed Use (Office and Retail); 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 adopt a site plan pursuant to Ordinance No. 5837 subject to special conditions;

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

SECTION ONE. That the site plan attached hereto as Exhibit "A" is hereby adopted as required by Ordinance No. 5837, which created a PD, Planned District for Mixed Use (Office and Retail) and is made a part hereof for all legal purposes and subject to the following special conditions:

A. That the development of the remote drive-in banking facility shall adhere to the attached site plan in all respects; and

B. That the median located on the west side of the facility shall be landscaped, with all live materials kept in a healthy growing condition.

SECTION TWO. The provisions of this ordinance are to be cumulative of all other ordinances or parts of ordinances governing or regulating the same subject matter as that covered herein; provided, however, that all prior ordinances or parts of ordinances inconsistent with or in conflict with any of the provisions of this ordinance are hereby expressly repealed to the extent of any such inconsistency or conflict.

SECTION THREE. If any section, subsection, sentence, clause or phrase of this ordinance is, for any reason, held to be unconstitutional or invalid, such holding shall not affect the validity of the remaining portions of this ordinance. The Council of the City of

Midland hereby declares that it would have passed this ordinance and each section, subsection, sentence, clause, or phrase hereof irrespective of the fact that any one or more sections, subsections, sentences, clauses, or phrases be declared unconstitutional or invalid.

SECTION FOUR. The penalty for violation of this ordinance shall be in accordance with the general penalty provisions contained in Section 1-3-1 of the City Code of Midland, Texas, which provides for a fine not exceeding two thousand dollars ($2,000.00).

SECTION FIVE. The City Secretary is hereby authorized and directed to publish the descriptive caption of this ordinance in the manner and for the length of time prescribed by the law as an alternative method of publication.

The above and foregoing ordinance was duly proposed, read in full and adopted on first reading, the 28th day of October, A.D., 2003; and passed to second reading on motion of Council member Morgan, seconded by Council member Perry, by the following vote:

Council members voting "AYE": Morgan, Perry, Dingus, Canon, Simpson, Dufford and Hailey

Council members voting "NAY": None

The above and foregoing ordinance was read in full and finally adopted by the following vote upon motion of Council member Dingus, seconded by Council member Dufford, on the 11th day of November, A.D., 2003, at a regular meeting of the City Council:

Council members voting "AYE": Dingus, Dufford, Morgan, Canon, Simpson and Hailey

Council members voting "NAY": None

PASSED AND APPROVED THIS 11th day of November, A.D., 2003.

Michael J. Canon, Mayor

ATTEST:

Kaylah J. McCord

Kaylah J. McCord, City Secretary

APPROVED AS TO FORM:

Keith Stretcher, City Attorney

ORDINANCE NO. 9783

AN ORDINANCE CHANGING THE ZONING USE CLASSIFICATION OF THE PROPERTY DESCRIBED AS A 3,645-SQUARE FOOT PORTION OF LOT 1, BLOCK 2, CLAYDESTA PLAZA, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED ON THE EAST SIDE OF DESTA DRIVE, APPROXIMATELY 235 FEET NORTH OF WEST WADLEY AVENUE), WHICH IS PRESENTLY ZONED PD, PLANNED DISTRICT FOR MIXED USE (OFFICE AND RETAIL), BY PERMITTING SAID PROPERTY TO BE USED UNDER A SPECIFIC USE PERMIT WITH TERM FOR THE SALE OF BEER AND WINE IN A RESTAURANT FOR ON-PREMISES CONSUMPTION; 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 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 the granting of a Specific Use Permit With Term, 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 PD, Planned District for Mixed Use (Office and Retail), to-wit:

> A 3,645-square foot portion of Lot 1, Block 2, Claydesta Plaza, City and County of Midland, Texas;

is hereby changed to permit said property to be used under a Specific Use Permit With Term

F. That the occupancy of the establishment shall not exceed the maximum occupancy determined by the Building Code and Fire Code.

Letters of Objection:

As of May 31, 2018, staff has received no letters of objection to this request.

Attachments:

Site Plan (Exhibit A)
Floor Plan (Exhibit B)
Ordinance Nos. 8195 and 6458
Application
Maps

ORDINANCE NO. 8195

AN ORDINANCE ADOPTING A SITE PLAN SUBJECT TO THE FOLLOWING CONDITIONS; 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, by Ordinance No. 5837, adopted September 22, 1981, the City Council granted a PD, Planned District for Mixed Use (Office and Retail); 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 adopt a site plan pursuant to Ordinance No. 5837 subject to special conditions;

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

SECTION ONE. That the site plan attached hereto as Exhibit "A" is hereby adopted as required by Ordinance No. 5837, which created a PD, Planned District for Mixed Use (Office and Retail) and is made a part hereof for all legal purposes and subject to the following special conditions:

A. That the development of the remote drive-in banking facility shall adhere to the attached site plan in all respects; and

B. That the median located on the west side of the facility shall be landscaped, with all live materials kept in a healthy growing condition.

SECTION TWO. The provisions of this ordinance are to be cumulative of all other ordinances or parts of ordinances governing or regulating the same subject matter as that covered herein; provided, however, that all prior ordinances or parts of ordinances inconsistent with or in conflict with any of the provisions of this ordinance are hereby expressly repealed to the extent of any such inconsistency or conflict.

SECTION THREE. If any section, subsection, sentence, clause or phrase of this ordinance is, for any reason, held to be unconstitutional or invalid, such holding shall not affect the validity of the remaining portions of this ordinance. The Council of the City of

Midland hereby declares that it would have passed this ordinance and each section, subsection, sentence, clause, or phrase hereof irrespective of the fact that any one or more sections, subsections, sentences, clauses, or phrases be declared unconstitutional or invalid.

SECTION FOUR. The penalty for violation of this ordinance shall be in accordance with the general penalty provisions contained in Section 1-3-1 of the City Code of Midland, Texas, which provides for a fine not exceeding two thousand dollars ($2,000.00).

SECTION FIVE. The City Secretary is hereby authorized and directed to publish the descriptive caption of this ordinance in the manner and for the length of time prescribed by the law as an alternative method of publication.

The above and foregoing ordinance was duly proposed, read in full and adopted on first reading, the 28th day of October, A.D., 2003; and passed to second reading on motion of Council member Morgan, seconded by Council member Perry, by the following vote:

Council members voting "AYE": Morgan, Perry, Dingus, Canon, Simpson, Dufford and Hailey

Council members voting "NAY": None

The above and foregoing ordinance was read in full and finally adopted by the following vote upon motion of Council member Dingus, seconded by Council member Dufford, on the 11th day of November, A.D., 2003, at a regular meeting of the City Council:

Council members voting "AYE": Dingus, Dufford, Morgan, Canon, Simpson and Hailey

Council members voting "NAY": None

PASSED AND APPROVED THIS 11th day of November, A.D., 2003.

Michael J. Canon, Mayor

ATTEST:

Kaylah J. McCord

Kaylah J. McCord, City Secretary

APPROVED AS TO FORM:

Keith Stretcher, City Attorney

pr

ORDINANCE NO. 6458

AN ORDINANCE CHANGING THE ZONING USE CLASSIFICATION OF CERTAIN PROPERTY DESCRIBED IN SECTION ONE HEREOF, WHICH IS PRESENTLY ZONED "PLANNED DISTRICT" FOR AN OFFICE CENTER, BY PERMITTING SAID PROPERTY TO BE USED UNDER A SPECIFIC USE PERMIT FOR THE SALE OF BEER AND WINE FOR ON-PREMISES CONSUMPTION IN A RESTAURANT; MAKING SAID PERMIT SUBJECT TO CERTAIN CONDITIONS AND RESTRICTIONS CONTAINED HEREIN; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF ONE THOUSAND DOLLARS ($1,000.00); AND ORDERING PUBLICATION

WHEREAS, the 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 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 the granting of a Specific Use Permit, 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 "Planned District" for an Office Center, to wit:

Lot 1, Block 1; Lot 1, Block 2; Lot 1, Block 5; Lot 1, Block 6; Claydesta Plaza Addition to the City of Midland, Midland County, Texas;

is hereby changed to permit same to be used under a Specific Use Permit for the sale of beer and wine for on-premises consumption in a restaurant, together with the uses permitted in the existing "Planned District", subject to the following conditions:

1. That the sale of beer and wine for on-premises consumption in a restaurant shall be a secondary use only, ancillary to the primary use of the premises for a restaurant. Any sale of alcoholic beverages on the premises after they have ceased to be used primarily for a restaurant or during hours when food is not being served in the restaurant will constitute a violation of this Specific Use Permit. (Food shall mean food prepared on the premises.)

2. That no outside entrance to a separate bar area shall be permitted and no signs or other identification or indications of a bar or the sale of alcoholic beverages in any way may be located anywhere on the premises outside the building.

3. That said beer and wine may be served in the restaurant only during the hours of 10:30 a.m. to 12:00 midnight, Monday through Saturday, of each day that such sales are otherwise permitted by law.

4. For the purposes of this ordinance, a restaurant is defined as an eating establishment in which not less than 60% of the monetary sales total, for any month, for such establishment shall be from food and nonalcoholic beverages.

5. That the sale of beer and wine shall be permitted within and shall not exceed that 2,000 square foot portion of the building indicated on the attached location drawing.

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 one thousand dollars ($1,000.00).

SECTION THREE. The City Secretary is hereby authorized and directed to publish the descriptive caption of this ordinance in the manner and for the length of time prescribed by law as an alternative method of publication.

The above and foregoing ordinance was duly proposed, read in full and adopted on first reading, the 11th day of September, A.D., 1984; and passed to second reading on motion of Councilman Davidson, seconded by Councilman Hotchkiss, by the following vote:

Councilmen voting "AYE": Davidson, Hotchkiss and Godfrey

Councilmen voting "NAY": Hatfield

The above and foregoing ordinance was read in full and finally adopted by the following vote upon motion of Councilman Hotchkiss, seconded by Councilman Godfrey, on the

25th day of September, A.D., 1984, at a regular meeting of the City Council:

Councilmen voting "AYE": Hotchkiss, Godfrey, Marcum, and Davidson

Councilmen voting "NAY": Hatfield
Councilmen ABSTAINING: Akins
PASSED AND APPROVED THIS 25th day of September, A.D., 1984.

G. Thane Akins, Mayor

ATTEST:

B. C. Clanton, City Secretary

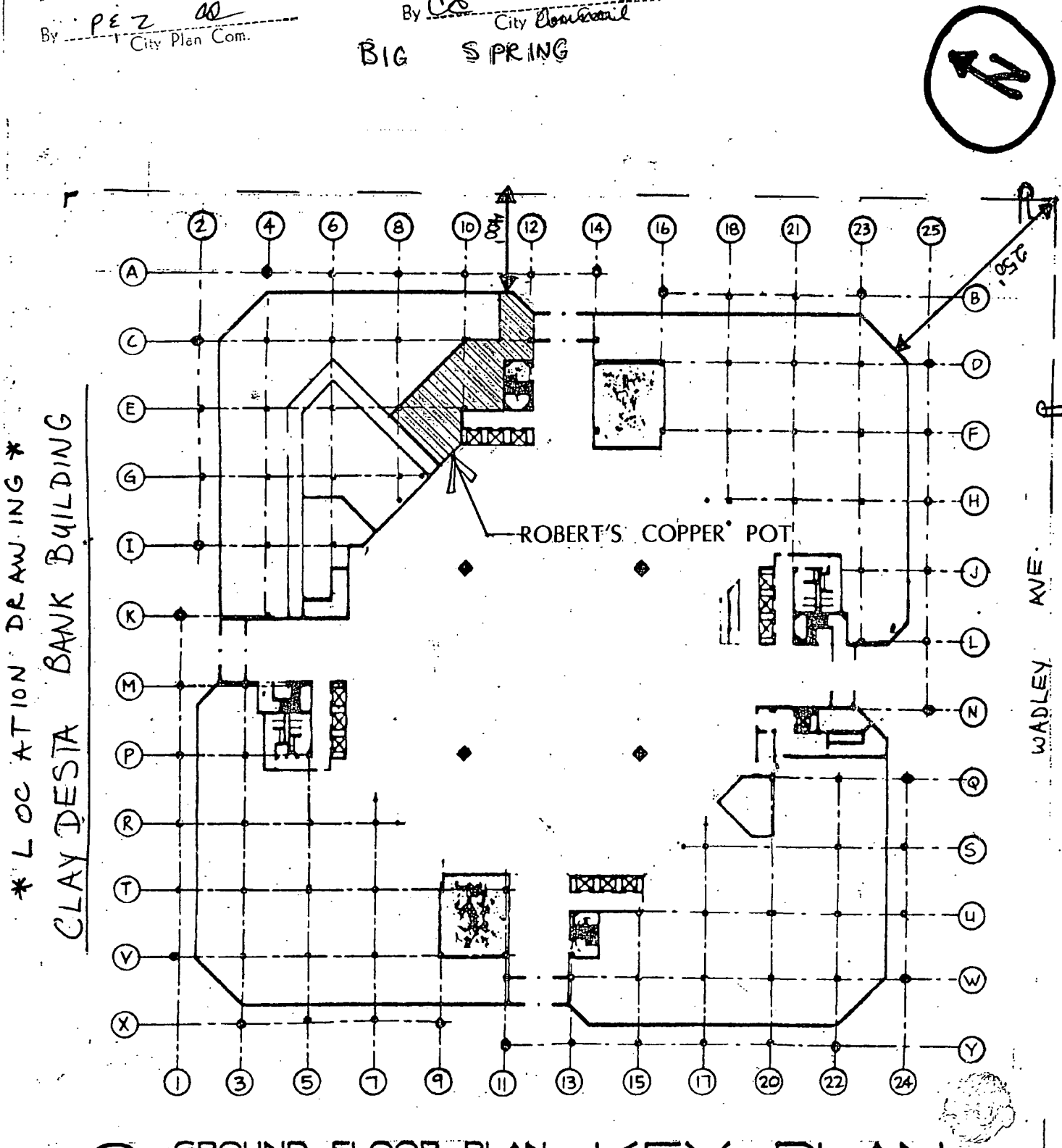
APPROVED AS TO FORM:

J. M. Nuessle, City Attorney

APPROVED
Date 8-20-84
By PEZ
City Plan Com.

APPROVED
Date 9-11-84
By Co
City Council

BIG SPRING



G GROUND FLOOR PLAN
SC 1"=60'-0"

KEY PLAN
(DISTANCES TO STREET - NOT TO SCALE)

EXHIBIT A

MIDLAND Planning Division

Specific Use Permit 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: Meredith Morales		Phone (432) 260-2022 Email meredithmoralesey@hotmail.com	
Address 3216 Preston Dr.	City Midland	State TX	Zip 79707
Property Owner Printed Name: Claydesta Buildings, LP		Phone (432) 688-3000 Email Claydestaclaytonwilliams.com	
Address 6 Desta Dr. Suite 5725	City Midland	State TX	Zip 79705
Representative *(if different from Applicant or Property Owner)* Firm: Latte Factory Printed Name: Latte Factory		Phone (432) 934-8223 Email Chrisufc@live.com	
Address 6 Desta Dr. Suite 1280	City Midland	State TX	Zip 79705

Street Address: 6 Desta Dr. Suite 1250

Business Name: Latte Factory, LLC.

Legal Description
Lot: 1 Block: 2 Subdivision: Claydesta Plaza

Current Zoning: PDMX

Reason for Request: to serve Beer & Wine

Type of Business *(restaurant, bar, lounge, nightclub, etc.)*: Restaurant

Proposed/Current Days and Hours of Operation: mon-Fri. 6:30a-3:00pm

Proposed Days and Hours of Alcohol Service: M-F 6:30a.m.-3:00pm M-F 5pm-12am Sat. 8-12an

Total Square Footage of Business: 3,285

Square Footage of Alcohol Serviceable Area: 3,285

Restroom Fixtures: (Men)	**Toilets/Urinals:** 1 / 1	**Bathroom Sinks:** 1	
(Women)	**Toilets:** 1	**Bathroom Sinks:** 1	

RECEIVED
MAY 22 2018
CITY OF MIDLAND
PLANNING DIVISION

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): Meredith Morales	Date: 5/22/18
Applicant (printed): Meredith Morales	
Property Owner (signature):	Date: 5/16/18
Property Owner (printed): Brock Thompson | Executive Vice President	

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 Meredith Morales who, being by me duly sworn, upon oath says: That (s)he is authorized by Brock Thompson 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.

Meredith Morales
Authorized Agent (*signature*)

Subscribed and sworn to before me, this 22 day of May, 20 18 to certify which witness my hand and seal of office.

DALIA SALINAS
Notary Public, State of Texas
My Commission Expires
March 09, 2019

Dalia Salinas
NOTARY PUBLIC, MIDLAND COUNTY, TEXAS

****Application will not be considered for scheduling until reviewed by a planner.****

for the sale of beer and wine for on-premises consumption in a restaurant (the "Establishment"), together with the uses permitted in the present PD, Planned District for Mixed Use (Office and Retail).

SECTION TWO. That said property shall be subject to the following conditions and restrictions:

A. That the location of the Establishment shall conform to Exhibit "A", which is attached hereto and incorporated herein.

B. That the serviceable area of the Establishment shall be limited to approximately 3,645 contiguous square feet as shown in Exhibit "A", which is attached hereto and incorporated herein.

C. That the occupancy of the Establishment shall not exceed the maximum occupancy determined by the Building Code and Fire Code.

D. That the sale and on-premises consumption of alcoholic beverages shall conform to all applicable state and local laws.

E. That the days and hours of alcoholic beverage sales and consumption shall be limited to the following:

Monday through Friday from 11:00 a.m. to 11:00 p.m.; and
Saturday from 10:00 a.m. to 11:00 p.m.

F. That no outdoor display of alcoholic beverage sales shall be permitted.

G. That the Establishment shall meet all requirements of the Fire Department and the Code Administration Division.

SECTION THREE. The provisions of this ordinance are to be cumulative of all other ordinances or parts of ordinances governing or regulating the same subject matter as that covered herein; provided, however, that all prior ordinances or parts of ordinances, inconsistent with or in conflict with any of the provisions of this ordinance are hereby expressly repealed to the extent of any such inconsistency or conflict.

SECTION FOUR. If any section, subsection, sentence, clause or phrase of this ordinance is, for any reason, held to be unconstitutional or invalid, such holding shall not affect the validity of the remaining portions of this ordinance. The Council of the City of Midland hereby declares that it would have passed this ordinance and each section,

FOR OFFICE USE ONLY		
☑ Property Owner Authorization	☑ Dimensioned Floor Plan	
☑ Application Fee	☑ Site Plan	
Check # 1058	☑ Plans in Digital Format (PDF/JPEG)	
Received By: Rolondrea Russell		Date: 05/22/18

****Application will not be considered for scheduling until reviewed by a planner.****



LOCATION MAP

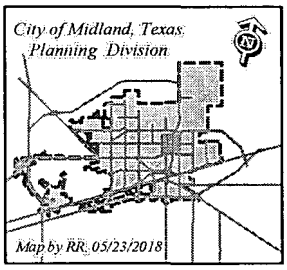
SUP-18-0016 **Scale: 1" = 400'**

Consider a request for a Specific Use Permit with Term, for the sale of all beer and wine beverages for on-premises consumption, in a restaurant, on a 3,285 square feet portion of Lot 1, Block 2, Claydesta Plaza, City and County of Midland, Texas.

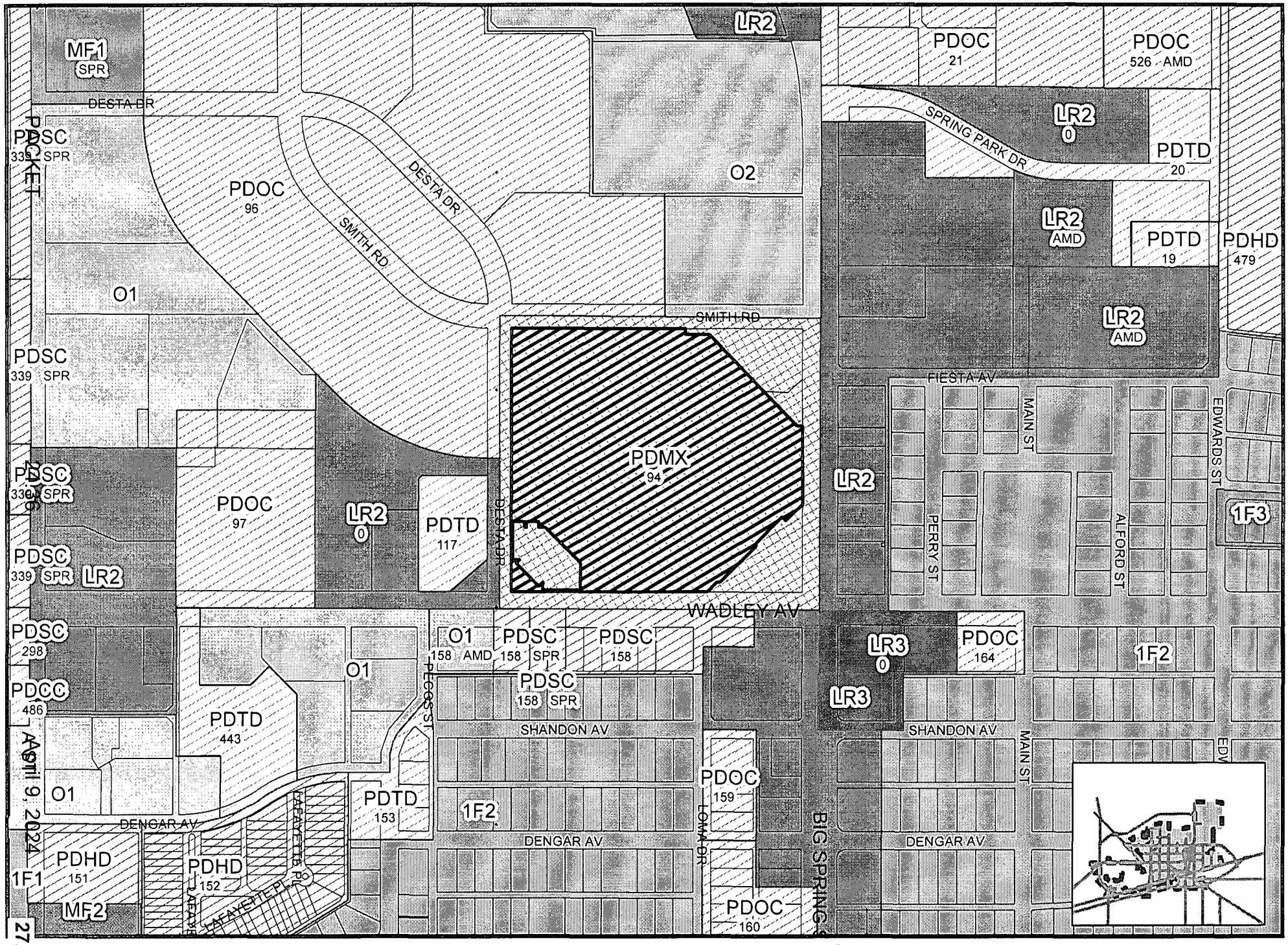
Generally located on the east side of Desta Drive, approximately 235-feet north of West Wadley Avenue. Council District 3

LEGEND

- CITY LIMITS
- PARCEL
- PRIVATE BLDGS



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THE CITY OF MIDLAND SHALL NOT BE RESPONSIBLE FOR ANY DECISION MADE OR ACTION TAKEN BY THE USE OF THIS DATA.



27.22

tp By RR, 05/23/2018

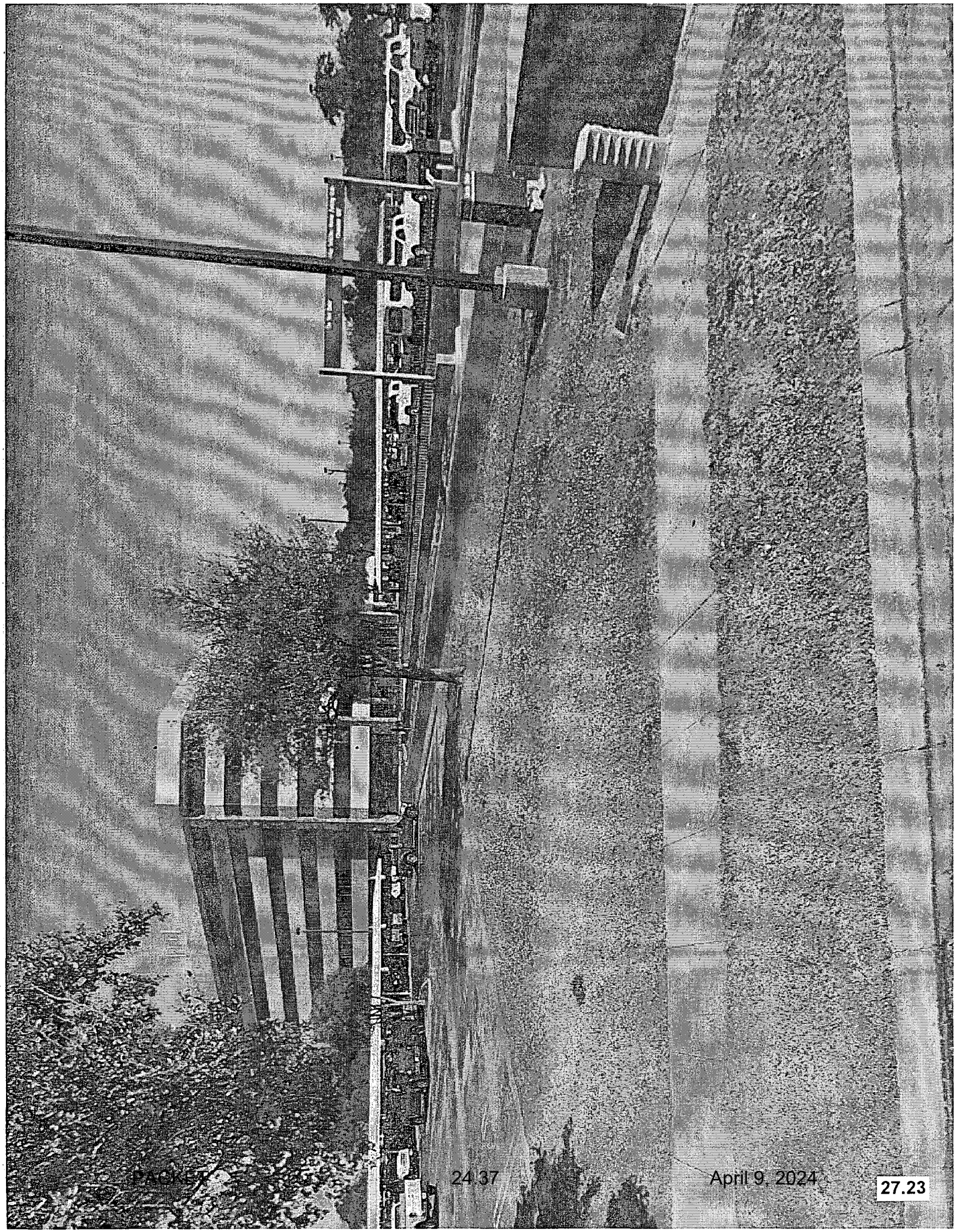
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Scale: 1" = 400'

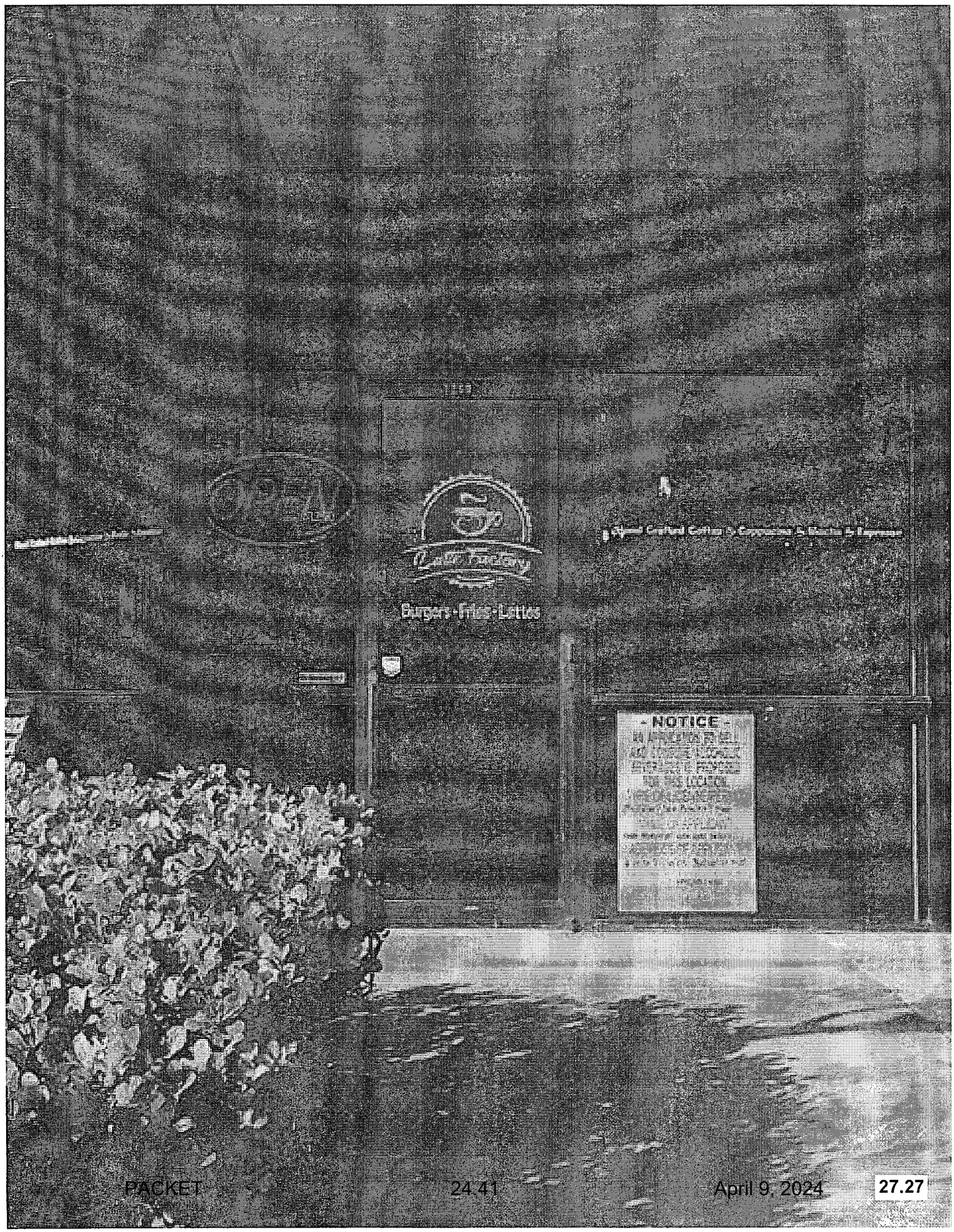
ZONING MAP

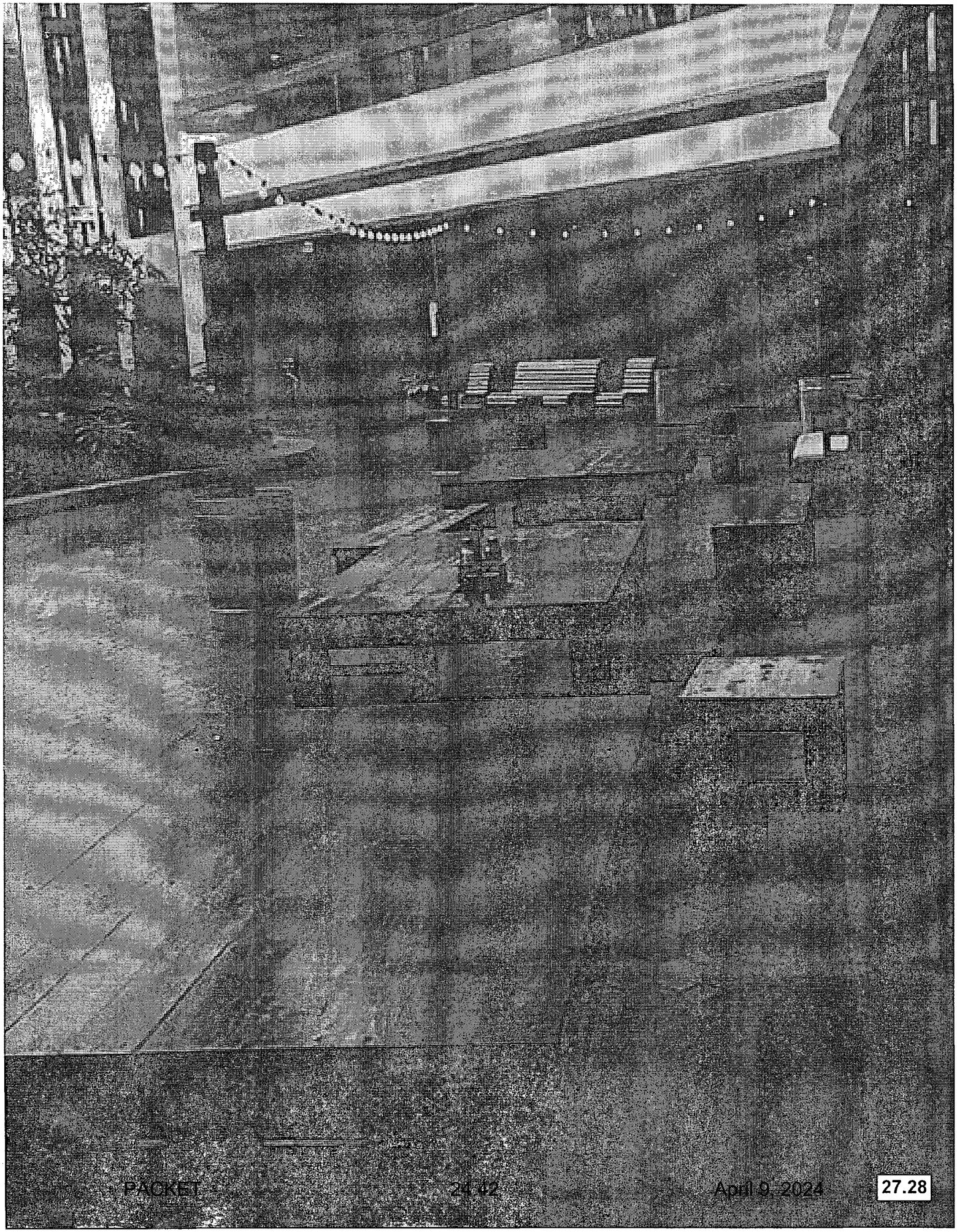
© THE CITY OF MIDLAND - 2017: THIS DATA IS NOT A SUBSTITUION FOR A SURVEY PRODUCT, NOR IS IT DESIGNED TO BE USED AS A PRIMARY TOOL IN PERMITTING OR OTHER DECISIONS BASED SOLEY ON THE INFORMATION CONTAINED HEREIN. THE CITY OF MIDLAND SHALL NOT BE RESPONSIBLE FOR ANY DECISIONS BASED UPON THE USE OF THIS DATA.

April 9, 2024



Design of


Burgers · Fries · Lattes
- NOTICE -



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 26 day of June, A.D., 2018; and passed to second reading on motion of Council member Lacy, seconded by Council member Robnett, by the following vote:

Council members voting "AYE": Hotchkiss, Love, Morales, Dufford, Lacy, Robnett

Council members voting "NAY": None

The above and foregoing ordinance was read in full and finally adopted by the following vote upon motion of Council member Love, seconded by Council member Sparks, on the 10th day of July, 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 10th day of July, 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 Onnemiller, City Attorney

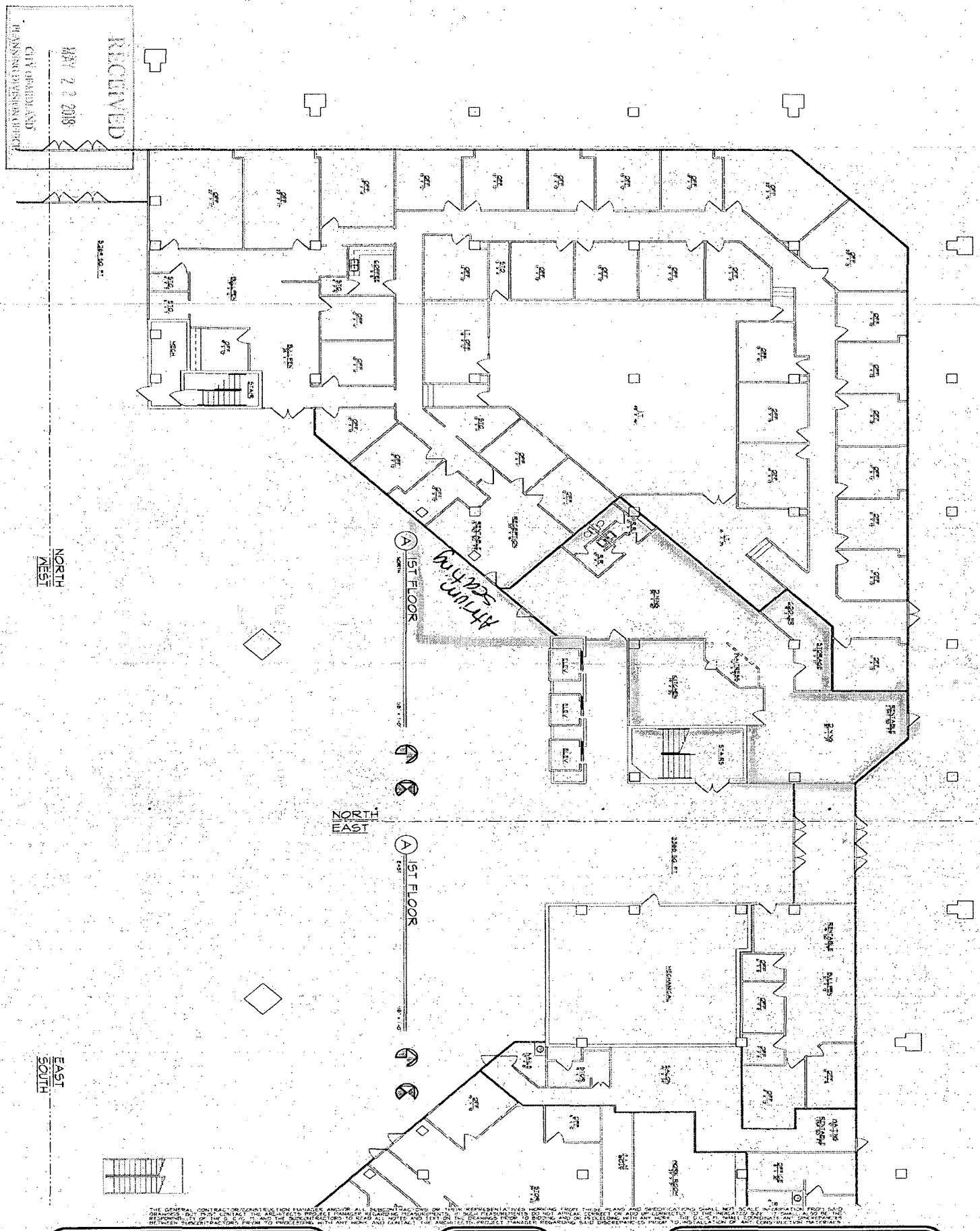

RECEIVED
MAY 2 2 2018
CITY OF MIDLAND
PLANNING/ENGINEERING DEPT.
NORTH
WEST
1ST FLOOR
NORTH
EAST
1ST FLOOR
EAST
SOUTH
A-1.2
DRAFTING & DESIGN
P.O. BOX 4091 MIDLAND, TX 79704
C: (432) 425-5297 F: (432) 689-9520
E-MAIL: jimerlin@suddenlink.net
CLAYDESTA PLAZA
4A DESTA DRIVE
MIDLAND
TEXAS
MAY 12, 2015

EXHIBIT A

RECEIVED
MAY 22 2018
CITY OF SAN DIEGO
DEVELOPMENT SERVICES
IN PLANNING DIVISION

EXHIBIT A

Ord# 9783

APPROVED

City Council Agenda

MIDLAND
Feel the Energy!

Approved for Agenda:
fsalvato
City Manager's Office

MEETING DATE: July 10, 2018

TO: City Council / City Manager

FROM: Rolandrea Russell, Planner

SUBJECT: **Consider an ordinance on second reading on a request by Meredith Morales for a Specific Use Permit with Term, for the sale of all beer and wine beverages for on-premises consumption, in a restaurant, on a 3,645 square feet portion of Lot 1, Block 2, Claydesta Plaza, City and County of Midland, Texas. (Generally located on the east side of Desta Drive, approximately 235-feet north of West Wadley Avenue.)**

Purpose:

The applicant, Meredith Morales, is requesting a Specific Use Permit with Term, for the sale of all beer and wine beverages, for on-premises consumption in a restaurant on Lot 1, Block 2, Claydesta Plaza, City and County of Midland, Texas for Latte Factory.

Recommended City Council Action

☒ Approve ☐ Deny ☐ Directional / Informational

Fiscal Impact:

This proposal does not have a significant financial impact to the City.

Current Zoning:

PD, Planned District for Mixed Use (Office and Retail) (Ordinance No. 8195)

Surrounding Zoning and Land Use:

The property is located at 6 Desta Drive in a PD, Planned District for Mixed Use (Ordinance 8195). The property to the north is zoned O-2, Office District (Ordinance No. 6259). The properties to the east are zoned LR-2, Local Retail District (Ordinance No. 8671). The properties to the south PD, Planned District for a Shopping Center (Ordinance No. 8117). The properties to the west are zoned PD, Planned District for an

Office Center (Ordinance No. 5995), LR-2, Local Retail District (Ordinance No. 9498) and PD, Planned District for a Transition District (Ordinance No. 9233)

Analysis:

The property is zoned PD, Planned District for Mixed Use, with an underlying zoning of office and retail, which permits the sale of alcoholic beverages, in a restaurant with the approval of a Specific Use Permit.

The property previously had a Specific Use Permit with Term, for the sale of all beer and wine beverages for on-premises consumption, in a restaurant (Ordinance No. 6458). The Specific Use Permit with Term was approved on September 11, 1984.

The previous Specific Use Permit has the following serviceable hours.

Monday through Saturday 10:30 a.m. to 12:00 midnight.

The applicant is requesting a Specific Use Permit with Term for the current restaurant, Latte Factory.

The applicant is now requesting the following alcohol serviceable hours.

Monday through Friday, from 11:00 a.m. to 11:00 p.m.
Saturday, from 10:00 a.m. to 11:00 p.m.

The proposed operating hours for the restaurant are;

Monday through Friday, from 6:30 a.m. to 3:00 p.m.

The site plan attached hereto as Exhibit A, shows the establishment has a total floor area of 3,285 square feet, including 360 square feet, of the atrium seating area dedicated to the alcohol serviceable area.

There are no schools or churches within 300 feet of the property. First Assembly of God Church is located approximately 830-feet east of the restaurant using the front door-to-door distance measurement.

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.*

The site has adequate parking and restroom facilities.

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 and Transportation:

No objection.

Public Safety:

No comments.

Code Administration:

No comments.

Planning:

This request is in compliance with the *Tall City Tomorrow Comprehensive Plan, Chapter 6-Character Plan Goal 2,* "Identify partnerships to produce neighborhood and commercial centers that are attractive, functional, and of high quality." (Tall City Tomorrow page 137) Johnny Carino's is an establishment that promotes a positive environment where Midland residents can gather and socialize.

The Planning and Zoning Commission recommended approval of this request at the June 18, 2018 meeting.

Staff recommends approval of a Specific Use Permit with Term for the sale of all of all beer and wine beverages, for on-premises consumption, in a restaurant, subject to the following conditions.

Conditions:

A. **That the alcoholic serviceable area of the restaurant shall be limited to approximately 3,645 square feet as shown in Exhibit "A", which is attached hereto and incorporated herein for all purposes.**

B. **That the establishment shall meet all requirements of the Fire Department and the Code Administration Division.**

C. **That the sale and on-premises consumption of all beer and wine beverages shall conform to all applicable state and local laws.**

D. **That no outdoor display of alcoholic beverage sales shall be permitted.**

E. **That the days and hours of alcoholic beverage sales and consumption shall be limited to:**

Monday through Friday, from 11:00 a.m. to 11:00 p.m.
Saturday, from 10:00 a.m. to 11:00 p.m.

City Council Meeting

Item Number: 25

Meeting Date: April 9, 2024

To: City Council / City Manager

From: Andrew Meyers, Planner

Subject: AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO GRANT A SPECIFIC USE DESIGNATION WITH TERM FOR A 6,261-SQUARE FOOT PORTION OF LOT 3A, BLOCK 3, MAYFIELD PLACE, SECTION 8, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED AT THE NORTHEAST CORNER OF THE INTERSECTION OF NORTH MIDKIFF ROAD AND MOCKINGBIRD LANE), WHICH IS PRESENTLY ZONED RR, REGIONAL RETAIL DISTRICT, ALLOWING SAID PROPERTY TO BE USED FOR THE SALE OF ALL ALCOHOLIC BEVERAGES IN A RESTAURANT FOR ON-PREMISES CONSUMPTION; MAKING SAID DESIGNATION SUBJECT TO CERTAIN CONDITIONS AND RESTRICTIONS CONTAINED HEREIN; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION (DISTRICT 1) (DEVELOPMENT SERVICES) (STRONG ECONOMY WITH MORE QUALITY JOBS)

Purpose:

The applicant, Providencia Restaurant, is requesting Specific Use Designation with Term to allow the sales of Alcoholic Beverages for On-Premise Consumption, at 3200 Mockingbird Lane, Building 5.

Recommended City Council Action:

Approve

Fiscal Impact:

This proposal does not have a significant financial impact to the City.

Strategic Priority:

(Strong Economy with More Quality Jobs)

Discussion:

Current Zoning:

RR, Regional Retail.

Surrounding Zoning and Land Use:

This property is currently zoned RR, Regional Retail. The parcel to the north is zoned PD, Planned Development District for a Housing Development. The parcels to the east are zoned O-1, Office District. The parcels to the south are zoned PD, Planned Development District for a Housing Development. The parcels to the west are zoned RR, Regional Retail.

Providencia Restaurant is a new restaurant that will be coming to Midland. The total area of the restaurant will be 6,261-square feet, with an alcohol serviceable area of 5,042-square feet, which includes 2,226-square feet inside the restaurant, and 2,816-square feet on an outdoor service area. The attached site plan and floor plans are illustrative of the restaurant.

This property is zoned RR, Regional Retail District. The RR district permits the sales of Alcoholic Beverages for On-Premises Consumption in a Restaurant with the approval of an SUD, Specific Use Designation.

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.” Providencia Restaurant is a destination where Midland residents will gather and socialize.

The proposed hours of operation:

Monday through Sunday from 11 a.m. to 10 p.m.

The proposed 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 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.

Engineering: (Approved)

No objection. [For Applicant's Information Only.]

Transportation: (Approved)

No objections. [For the Applicant's information only.]

Building Code: (Approved)

The SUD for The Providencia Restaurant is acceptable. The property must adhere to the maximum occupant load of 336 persons for the alcohol serviceable area. Occupancy loads must be posted in accordance with section 1004.3 of the 2015 International Fire Code.

Fire: (Approved)

No objections

Planning: (Approved)

No objections.

This request meets all requirements; therefore, staff recommends approval of the request of the Specific Use Designation with Term for Sales of all Alcoholic Beverages for On-Premises Use.

Conditions:

A. That the serviceable area of the establishment shall be limited to approximately 5,042 square feet as shown in Exhibit "A".

B. That the occupancy of the establishment shall not exceed the maximum occupancy determined by the Building Code and Fire Code.

C. That the permitted hours of the sale of alcoholic beverages sales and consumption shall be limited to:

Monday through Sunday from 11 a.m. to 10 p.m.

D. That the sale and on-premises consumption of alcoholic beverages shall conform to applicable state and local laws.

E. That the establishment shall meet all requirements of the Fire Department and Code Administration.

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 April 3, 2024, staff has not received any letters of objection.

Attachments:

Site Plan (Exhibit A)
Floor Plan (Exhibit B)
Application
Maps
Areial Photo
Site Photos

Jose E. Ort

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 6,261-SQUARE FOOT PORTION OF LOT 3A, BLOCK 3, MAYFIELD PLACE, SECTION 8, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED AT THE NORTHEAST CORNER OF THE INTERSECTION OF NORTH MIDKIFF ROAD AND MOCKINGBIRD LANE), WHICH IS PRESENTLY ZONED RR, REGIONAL RETAIL DISTRICT, ALLOWING SAID PROPERTY TO BE USED FOR THE SALE OF ALL ALCOHOLIC BEVERAGES IN A RESTAURANT FOR ON-PREMISES CONSUMPTION; MAKING SAID DESIGNATION SUBJECT TO CERTAIN CONDITIONS AND RESTRICTIONS CONTAINED HEREIN; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OF 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 6,261-square foot portion of Lot 3A, Block 3, Mayfield Place, Section 8, City and County of Midland, Texas, together with the uses permitted in the Regional Retail District;

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 a specific use designation with term for the sale of alcoholic beverages for on-premises consumption,

(the "Designation") for a 6,261-square foot portion of Lot 3A, Block 3, Mayfield Place, Section 8, City and County of Midland, Texas (the "Property"), as set out hereinafter;

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 5,042 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.

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 of this Specific Use Permit With Term are satisfied.

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.

SECTION SIX. 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.

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 laws of 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., 2024; and passed to second reading

Council members voting "AYE":

on motion of Council member _____, seconded by Council member

Council members voting "NAY":

_____, by the following vote:

The above and foregoing ordinance was read in full and finally adopted by the

following vote upon motion of Council member _____, seconded by Council

Council members voting "AYE":

member _____, on the _____ day of _____, A.D., 2024, at a regular

Council members voting "NAY":

meeting of the City Council:

PASSED AND APPROVED THIS _____ day of _____, A.D., 2024.

_____

Lori Merritt Blong, Mayor

ATTEST:

_____

Marcia Bentley-German, City Secretary

APPROVED AS TO CONTENT

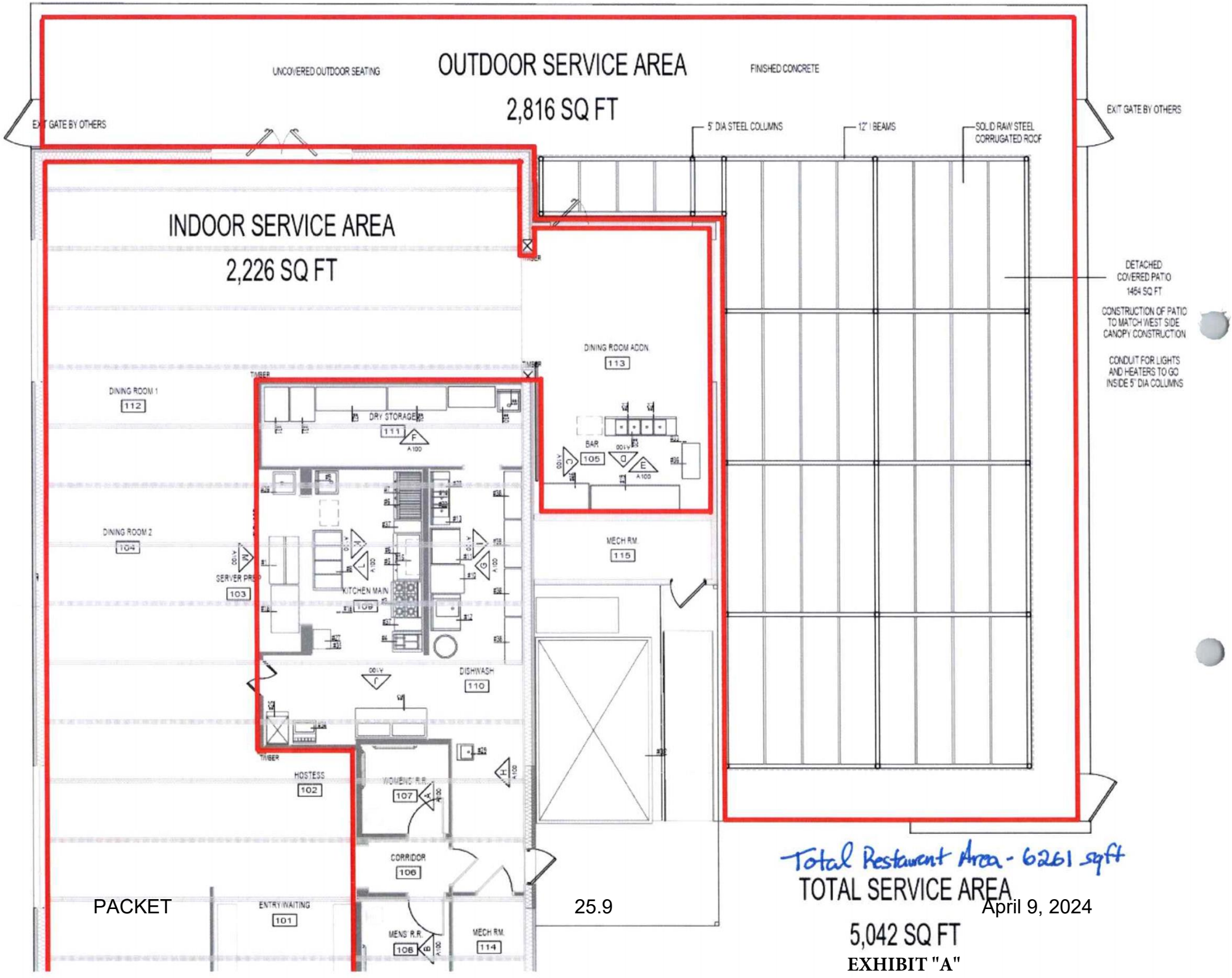
AND COMPLETENESS:

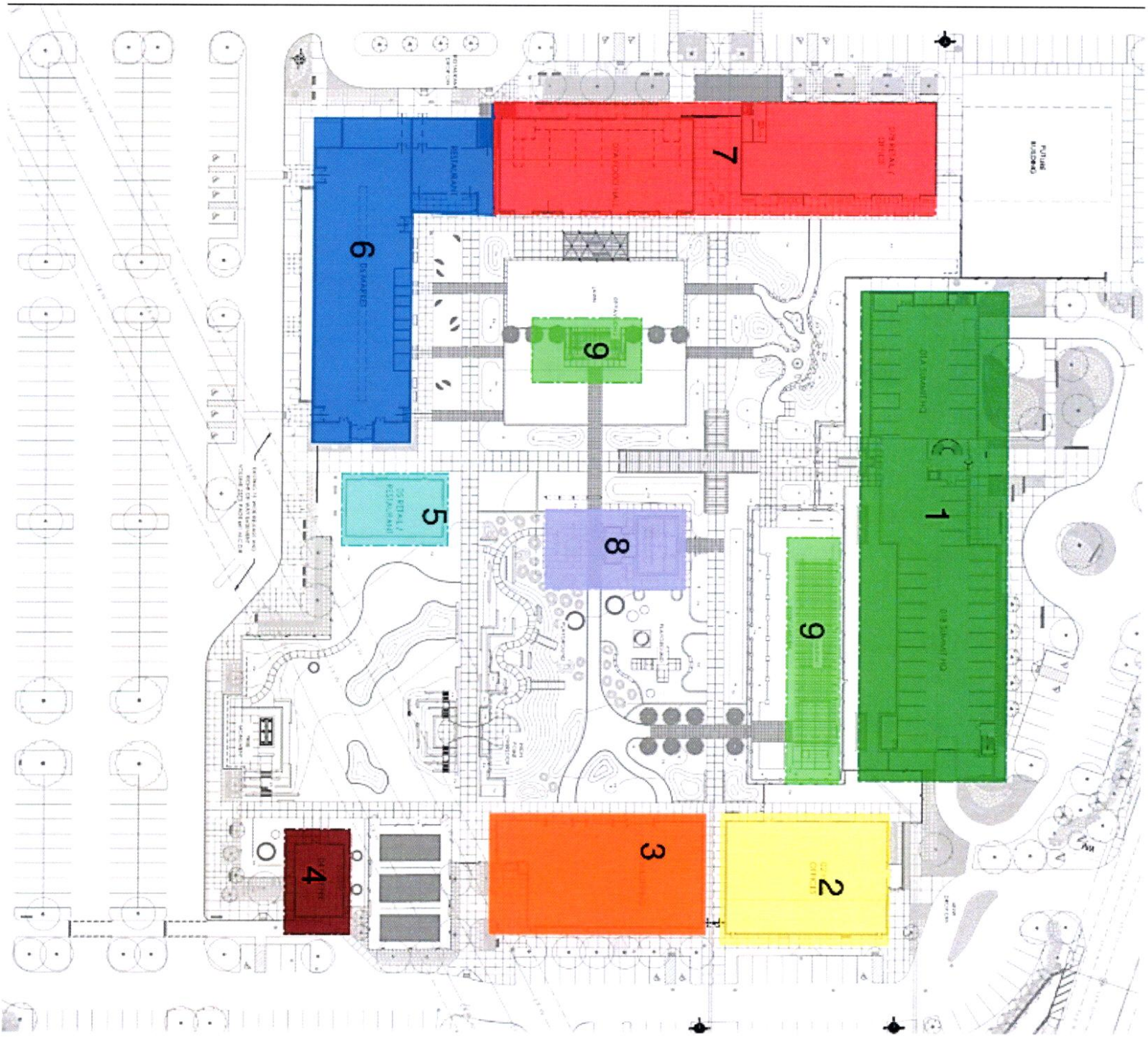
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Elizabeth Triggs, Planning and Development Officer

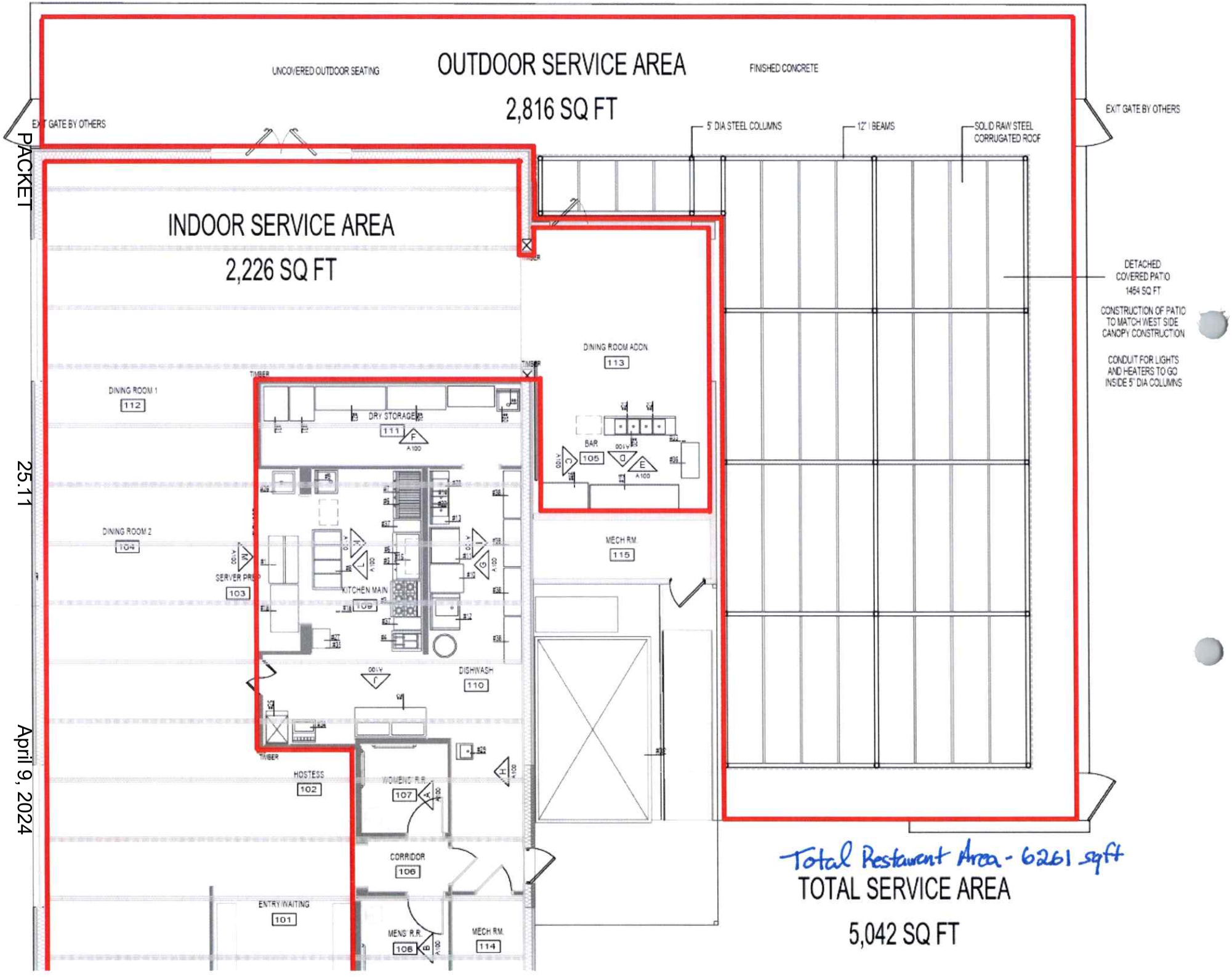
APPROVED ONLY AS TO FORM:

_____

John Ohnemiller, City Attorney


UNCOVERED OUTDOOR SEATING
OUTDOOR SERVICE AREA
2,816 SQ FT
FINISHED CONCRETE
EXIT GATE BY OTHERS
EXIT GATE BY OTHERS
5" DIA STEEL COLUMNS
12" I BEAMS
SOLID RAW STEEL CORRUGATED ROOF
INDOOR SERVICE AREA
2,226 SQ FT
DETACHED COVERED PATIO
1464 SQ FT
CONSTRUCTION OF PATIO TO MATCH WEST SIDE CANOPY CONSTRUCTION
CONDUIT FOR LIGHTS AND HEATERS TO GO INSIDE 5" DIA COLUMNS
DINING ROOM ADDN.
113
TIMBER
DINING ROOM 1
112
DRY STORAGE
111
BAR
105
DINING ROOM 2
104
MECH RM.
115
SERVER PREP
103
KITCHEN MAIN
109
DISHWASH
110
HOSTESS
102
WOMENS' R.R.
107
CORRIDOR
106
ENTRY/WAITING
101
MENS R.R.
108
MECH RM.
114
Total Restaurant Area - 6261 sqft
TOTAL SERVICE AREA
5,042 SQ FT
EXHIBIT "A"


7
6
9
5
8
1
9
3
2
4


OUTDOOR SERVICE AREA
2,816 SQ FT
UNCOVERED OUTDOOR SEATING
FINISHED CONCRETE
EXIT GATE BY OTHERS
EXIT GATE BY OTHERS
5" DIA STEEL COLUMNS
12" I BEAMS
SOLID RAW STEEL CORRUGATED ROOF
INDOOR SERVICE AREA
2,226 SQ FT
DETACHED COVERED PATIO
1454 SQ FT
CONSTRUCTION OF PATIO TO MATCH WEST SIDE CANOPY CONSTRUCTION
CONDUIT FOR LIGHTS AND HEATERS TO GO INSIDE 5" DIA COLUMNS
DINING ROOM ADDN.
113
TIMBER
DINING ROOM 1
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DRY STORAGE
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HOSTESS
102
WOMENS' R.R.
107
CORRIDOR
106
ENTRY/WAITING
101
MENS R.R.
108
MECH RM.
114
Total Restaurant Area - 6261 sqft
TOTAL SERVICE AREA
5,042 SQ FT

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: Brian Olenjack		Phone (817) 681.5200 Email brian@providenciarestaurant.com	
Address 1200 woodbridge Ct	City Willow park	State Tx	Zip 76087

Property Owner Summit Center LLC JAF Printed Name: Kurtis Frymire		Phone (432) 682-9800 Email KFrymire@summitpetroleumllc.com	
Address 3200 Mockingbird Lane, Building 1	City Midland	State Tx	Zip 79705-2855

Representative *(if different from Applicant or Property Owner)* Firm: _____ Printed Name: Brian Olenjack		Phone ( ) Email	
Address	City	State	Zip

Street Address: 3200 Mockingbird Lane, Building 5, Midland, Tx. 79705-2855

Business Name: Providencia Restaurant

Legal Description
Lot: 3A Block: 3 Subdivision: Mayfield Place Addition, Section 8

Current Zoning: Regional Retail

Reason for Request: We are building a restaurant at this location.

Type of Business *(restaurant, bar, lounge, nightclub, etc.)*: Restaurant

Proposed/Current Days and Hours of Operation: _____
Open 7 days a week. Hours of operations will be 11:00 am until 10:00 pm.

Proposed Days and Hours of Alcohol Service: _____
Open 7 days a week. Hours of operations will be 11:00 am until 10:00 pm.

Total Square Footage of Business: ~~3300~~ 3,445 JAF + 2816 Patio = 6261 BS 2/26/24

Square Footage of Alcohol Serviceable Area: 5042

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 (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): BOlenjack	Date: 2/15/24
Applicant (printed): Brian Olenjack	
Property Owner (signature): President + COO	Date: 2/15/24
Property Owner (printed): Matt Johnson - Summit Center LLC JRF	

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 Brian Olenjack who, being by me duly sworn, upon oath says: That (s)he is authorized by Summit Center LLC, the owner of the above described property, to fully represent him/her in this application and that (s)he had the legal right, power and authority to sign said owner's name hereto as his/her attorney in fact.

BOlenjack
Authorized Agent (*signature*)

Subscribed and sworn to before me, this 21 day of February, 2024, to certify which witness my hand and seal of office.

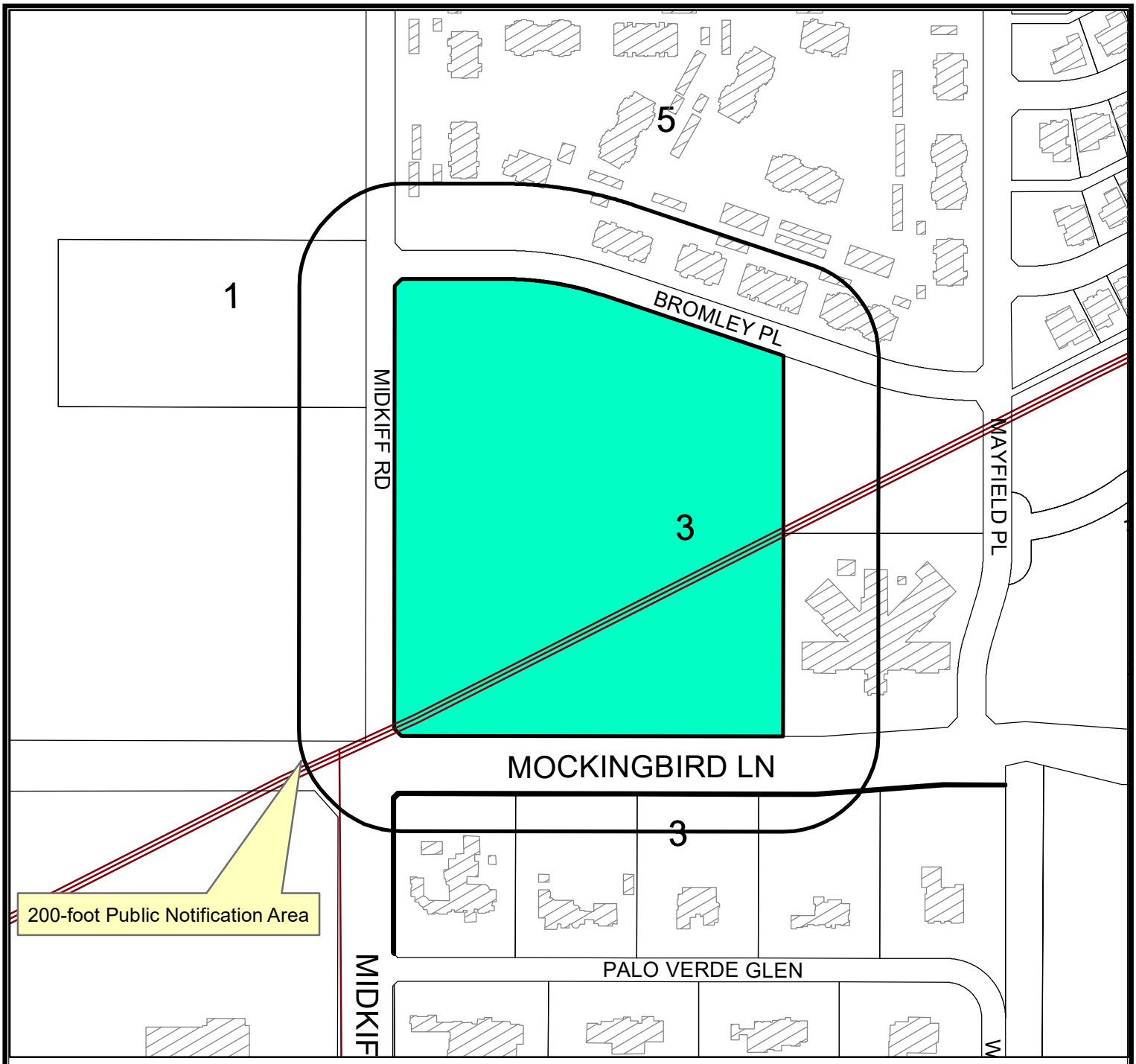
AMY DUESTERHAUS
Notary Public, State of Texas
Notary ID 12972046-2
My Commission Exp. 05-23-2026

Amy Duesterhaus
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 # 1039	☑ Plans in Digital Format (PDF/JPEG)
Received By: [illegible]	Date: FEB 2 1 2024

****Application will not be considered for scheduling until reviewed by a planner.****



Location Map

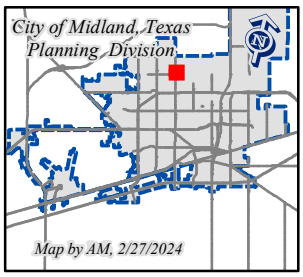
SUD-24-0175 **Scale: 1" = 300'**

Consider a request by Providencia Restaurant for a Specific Use Designation with Term for the Sale of all Alcoholic Beverages for on premises consumption ina restaurant on a 6,261 square feet portion of Lot 3A, Block 3, Mayfield Place, Section 8 City and County of Midland, Texas.

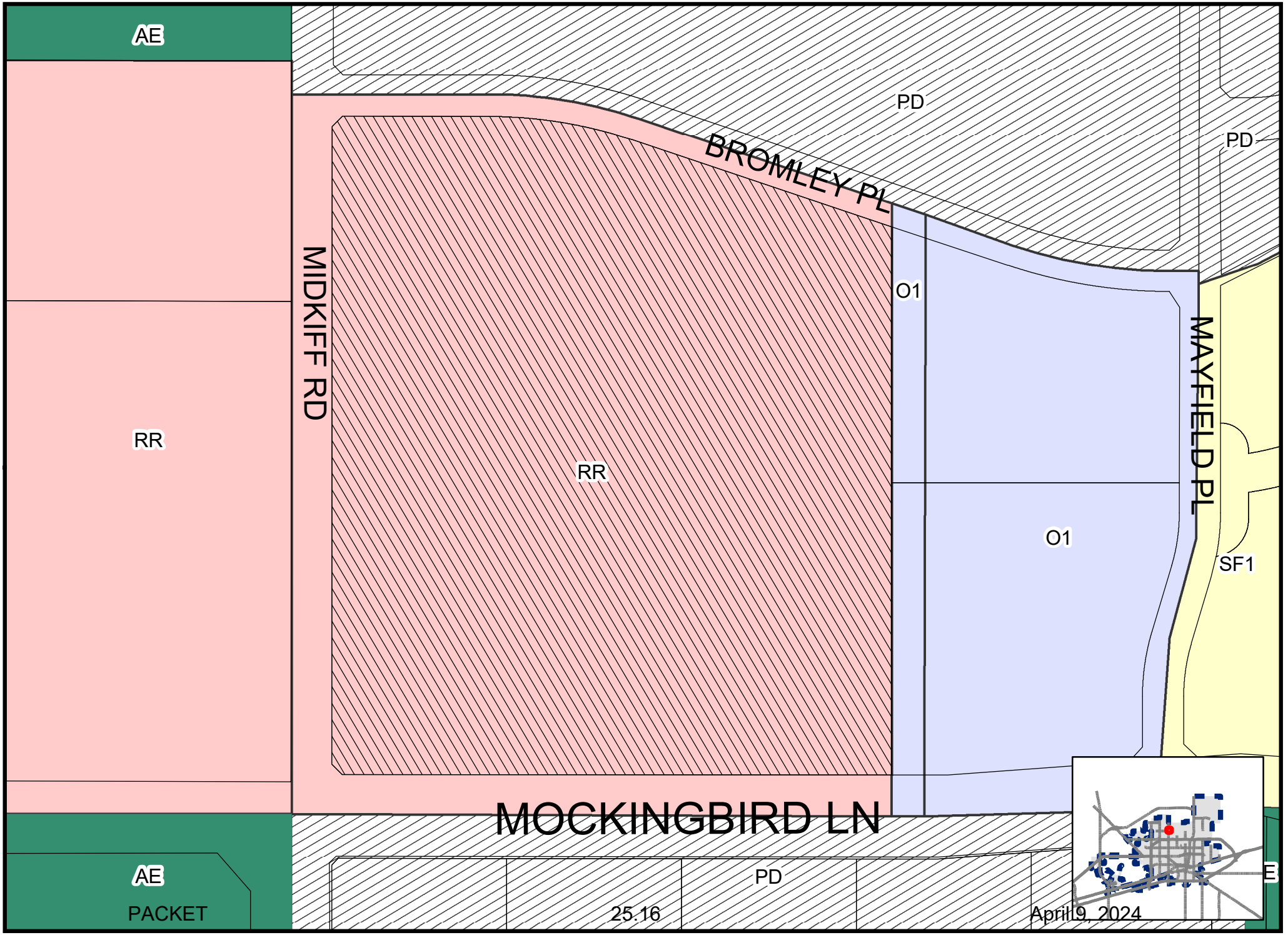
Generally located on the northeastcorner of the intersection of North Midkiff Road and Mockingbird Lane. (Council District 1)

LEGEND

CITY LIMITS
PARCEL
PRIVATE BLDGS



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THIS DATA IS NOT A SUBSTITUTION FOR A SURVEY AND NOR IS IT DESIGNED TO BE USED AS THE ONLY TOOL IN PERMITTING OR OTHER DECISIONS BASED SOLELY ON THE INFORMATION CONTAINED HEREIN.
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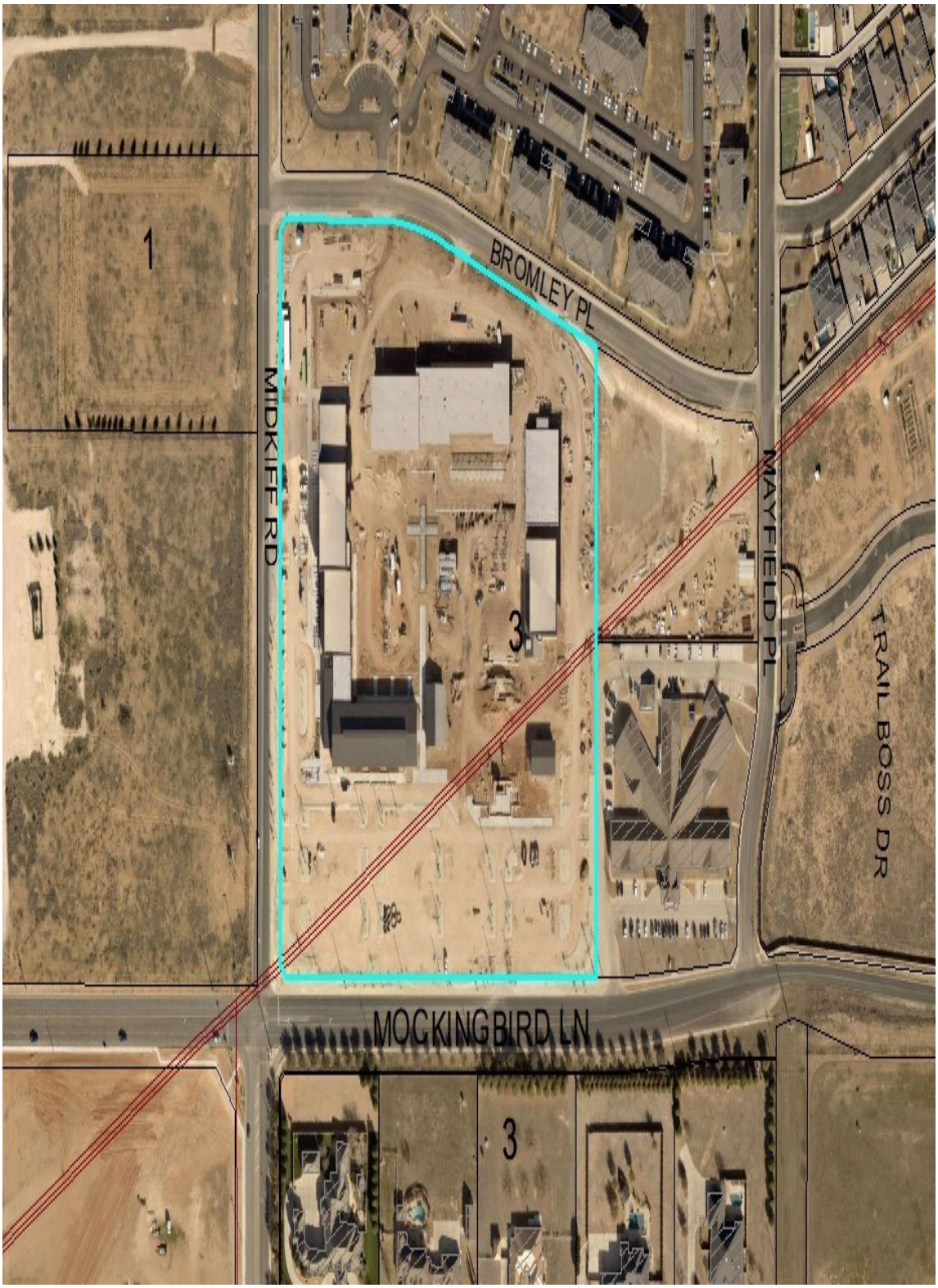
Map By AM, 2/27/2024

SUD-24-0175

Scale: 1" = 175'

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.


1
BROMLEY PL
MIDKIFF RD
MAYFIELD PL
TRAIL BOSS DR
3
MOCKINGBIRD LN
3



City Council Meeting

Item Number: 26

Meeting Date: April 9, 2024

To: City Council / City Manager

From: Landon Ochoa, Senior Planner

Subject: **AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO GRANT A SPECIFIC USE DESIGNATION WITH TERM FOR A 3,094-SQUARE FOOT PORTION OF LOT 3A, BLOCK 3, MAYFIELD PLACE ADDITION, SECTION 8, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED AT THE NORTHEAST CORNER OF THE INTERSECTION OF NORTH MIDKIFF ROAD AND MOCKINGBIRD LANE), WHICH IS PRESENTLY ZONED RR, REGIONAL RETAIL DISTRICT, ALLOWING SAID PROPERTY TO BE USED FOR THE SALE OF ALL ALCOHOLIC BEVERAGES IN A RESTAURANT FOR ON-PREMISES CONSUMPTION; MAKING SAID DESIGNATION SUBJECT TO CERTAIN CONDITIONS AND RESTRICTIONS CONTAINED HEREIN; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION (DISTRICT 1) (DEVELOPMENT SERVICES) (QUALITY OF LIFE AND PLACE)**

Purpose:

The applicant, PubWT, LLC, is requesting a Specific Use Designation (SUD) with Term for Alcoholic Beverages Sales for On-Premises Consumption in a restaurant called The Public House WT at 3200 Mockingbird Lane.

Recommended City Council Action:

Approve

Fiscal Impact:

This proposal does not have a significant financial impact to the City.

Strategic Priority:

Quality of Life and Place

Discussion:

RR, Regional Retail District

Surrounding Zoning and Land Use:

The property to the north is zoned PD, Planned District for Housing Development and is the location of apartments. The properties to the east are zoned O-1, Office District and are the locations of a vacant property and a medical lodge. The properties to the south are zoned PD, Planned District for Housing Development and are the location of residences. The properties to the west are zoned RR, Regional Retail District, in part, and AE, Agricultural Estate District, in part. One of the properties is vacant and the other is the location of an oil well.

Discussion:

The property is zoned RR, Regional Retail District. The RR zoning allows for Alcoholic Beverages Sales for On-Premises Consumption in a restaurant with the approval of an SUD. The property does not have an existing SUD and the building has not been constructed but they have recently received their building permit. Per the approved plans, the site will have adequate parking and circulation. The total area of the restaurant is 3,094-square feet and the proposed alcohol serviceable area is 2,374.75-square feet.

The proposed hours of operation:

Sunday through Wednesday form 11 a.m. to 12 a.m. (midnight)
Thursday through Saturday from 11 a.m. to 2 a.m. (the next day)

The proposed hours of alcohol service:

Sunday through Wednesday form 11 a.m. to 12 a.m. (midnight)
Thursday through Saturday from 11 a.m. to 2 a.m. (the next day)

Per Midland City Code, Section 5-4-4, Prohibited Places of Business:

The sale of any alcoholic beverage is hereby prohibited by any person, where the place of business of any such dealer is within 300 feet of any church, public-school, public-school ground, athletic stadium used by any public school or public hospital, the measurements to be along the property lines of the street fronts and from front door to front door and in a direct line across intersections where they occur.

There are no churches, private schools, public schools, public school grounds, athletic stadium, or public hospitals 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.

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." The Public House WT is a destination where Midland residents will gather and socialize.

This project has been circulated to all City departments for review. Below are the department comments.

Fire: (Approved)

No comments.

Engineering: (Approved)

No objection. [For Applicant's Information Only.]

Transportation: (Approved)

No objections. [For the Applicant's information only.]

Building Code: (Approved)

The SUD for The Public House is acceptable. The property must adhere to the maximum occupant load of 155 persons for the alcohol serviceable area. Occupancy loads must be posted in accordance with section 1004.3 of the 2015 International Fire Code.

Planning: (Approved with Conditions)

This request meets all requirements; therefore, staff recommends approval of the request of the Specific Use Designation with Term for the sale of all alcoholic beverages, for on-premises consumption, in a restaurant, subject to Condition A through G.

Conditions:

A. That the serviceable area of the establishment shall be limited to approximately 2,375 square feet as shown in Exhibit "A".

B. That the occupancy of the establishment shall not exceed the maximum occupancy determined by the Building Code and Fire Code.

C. That the permitted hours of the sale of alcoholic beverages sales and consumption shall be limited to:

Sunday through Wednesday form 11 a.m. to 12 a.m. (midnight)
Thursday through Saturday from 11 a.m. to 2 a.m. (the following day)

D. **That the sale and on-premises consumption of alcoholic beverages shall conform to applicable state and local laws.**

E. **That the establishment shall meet all requirements of the Fire Department and Code Administration.**

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 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 March 25, staff has not received any letters of objection.

Attachments:

Application
Floor Plan (Exhibit A)
Maps
Aerial
Photo

Jose E. Ort

City Manager's Office

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO GRANT A SPECIFIC USE DESIGNATION WITH TERM FOR A 3,094-SQUARE FOOT PORTION OF LOT 3A, BLOCK 3, MAYFIELD PLACE ADDITION, SECTION 8, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED AT THE NORTHEAST CORNER OF THE INTERSECTION OF NORTH MIDKIFF ROAD AND MOCKINGBIRD LANE), WHICH IS PRESENTLY ZONED R, REGIONAL RETAIL DISTRICT, ALLOWING SAID PROPERTY TO BE USED FOR THE SALE OF ALL ALCOHOLIC BEVERAGES IN A RESTAURANT FOR ON-PREMISES CONSUMPTION; MAKING SAID DESIGNATION SUBJECT TO CERTAIN CONDITIONS AND RESTRICTIONS CONTAINED HEREIN; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY WITH TERM OF 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 accordance 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 meetings affording a full and fair hearing to all of the property owners generally, and particularly to those interested persons situated in the affected area and in the vicinity thereof, the Governing Body of the City of Midland finds that the public convenience will be best served by granting a specific use designation with term for a 3,094-square foot portion of Lot 3A, Block 3, Mayfield Place Addition, Section 8, City and County of Midland, Texas (and "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 a specific use designation with term for the sale of all alcoholic beverages in a restaurant for on-premises consumption, together with the uses permitted in the Regional Retail District.

SECTION TWO. That the Property shall be subject to the following conditions

restrictions:

A. That the serviceable area of the Establishment shall be limited to approximately 2,375 square feet as shown in Exhibit "A" which is attached hereto and incorporated herein for all purposes.

B. That the sale and on-premises consumption of alcoholic beverages shall conform to all applicable state and local laws.

C. That the days and hours of alcoholic beverage sales and consumption shall be limited to the following:

Sunday through Wednesday from 11:00 a.m. to 12:00 a.m. (midnight); and

Thursday through Saturday from 11:00 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.

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 With Term are satisfied.

F.

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).

The above and foregoing ordinance was duly proposed, read in full and SECTION SIX. The City Secretary is hereby authorized and directed to publish adopted on the

first reading, the _____ day of _____, A.D., 2024; and passed to second descriptive caption of this ordinance in the manner and for the length of time reading prescribed by

Council members voting "AYE":

on motion of Council member _____, seconded by Council the law as an alternative method of publication. member

Council members voting "NAY":

_____, by the following vote:

The above and foregoing ordinance was read in full and finally adopted by the

following vote upon motion of Council member _____, seconded by Council

Council members voting "AYE":

member _____, on the _____ day of _____, A.D., 2024, at a regular

Council members voting "NAY":

meeting of the City Council:

PASSED AND APPROVED THIS _____ day of _____, A.D., 2024.

_____

Lori Merritt Blong, Mayor

ATTEST:

_____

Marcia Bentley-German, City Secretary

APPROVED AS TO CONTENT

AND COMPLETENESS:

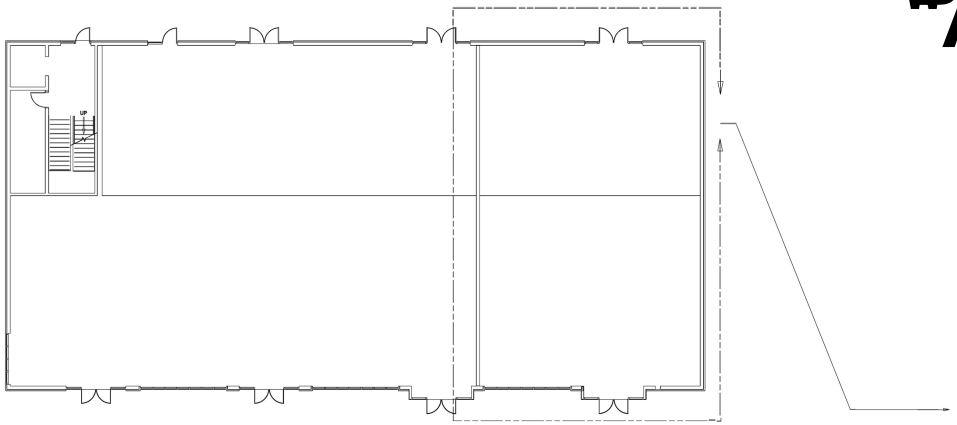
_____

Elizabeth Triggs, Planning and Development Officer

APPROVED ONLY AS TO FORM:

_____

John Ohnemiller, City Attorney



Revised 08.03.23

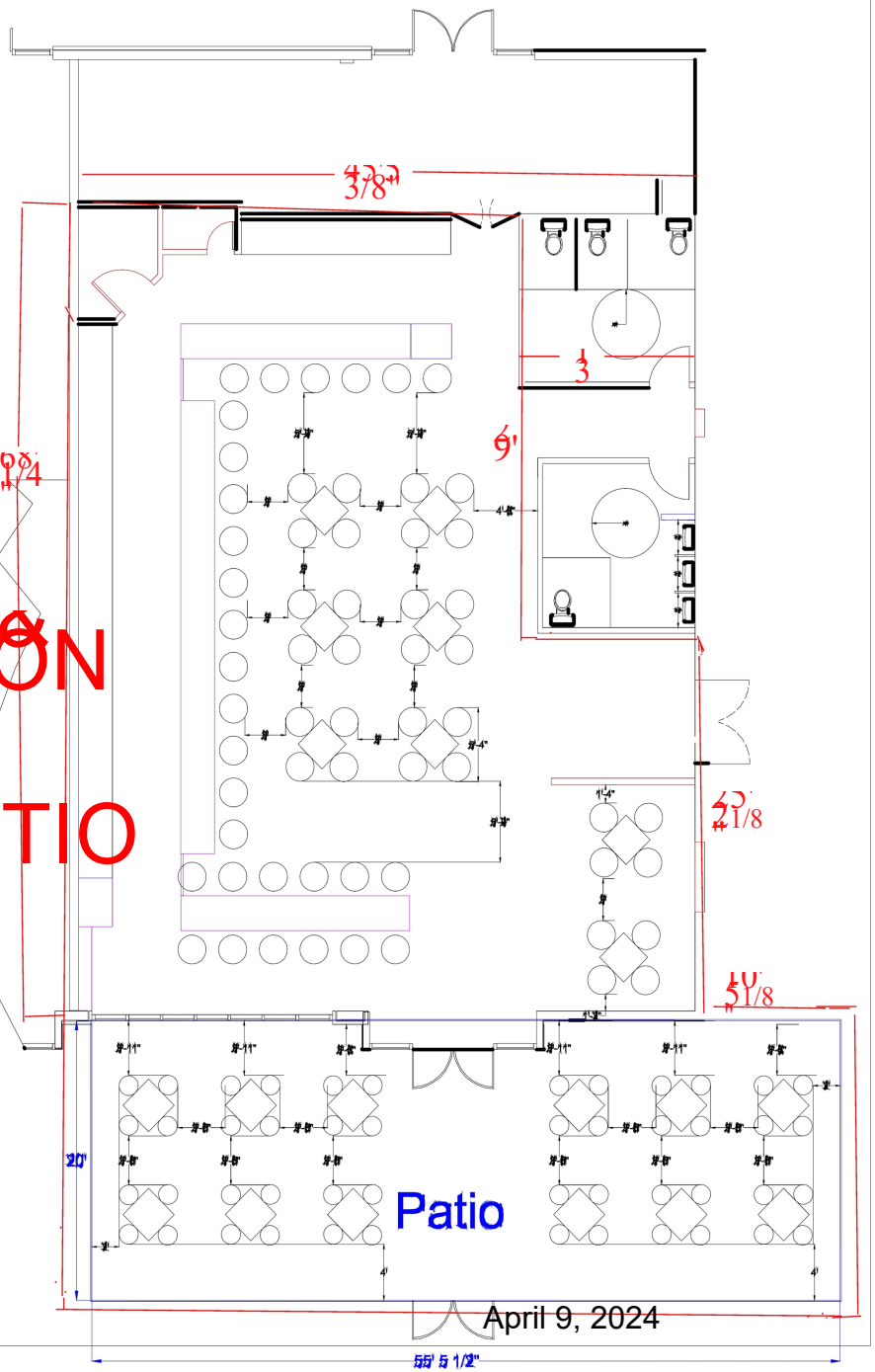


TABLE SCHEDULE			
Symbol	Qty	Part#	Notes
T1	8	GENERIC	30X30 SQUARE TOP WITH METAL BASE
S1	64	GENERIC	STOOL 25" DIAMETER
T2	12	GENERIC	32X32 SQUARE TOP WITH METAL BASE
S2	48	GENERIC	17X17 OUTDOOR PLASTIC CHAIR

43 /4: /2 Square Feet - Serviceable Area

MIDLAND Code Administration
EFFECTIVE
INSPECTION
APPROVED
FOR
CONSTRUCTIO
N

DRAWING TITLE:
TABLES & SEATING

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: PubWT, LLC		Phone (512-614-2012 Email tborrel@mfhliquorlaw.com	
Address 3200 Mockingbird Ln, Bldg 7, Ste 100	City Midland	State TX	Zip 79705

Property Owner Printed Name: Summit Center LLC		Phone (512-614-2012 Email tborrel@mfhliquorlaw.com	
Address 550 West Texas Ave, Ste 700	City Midland	State TX	Zip 79701

Representative *(if different from Applicant or Property Owner)* Firm: _____ Printed Name: PubWT, LLC		Phone (512-614-2012 Email tborrel@mfhliquorlaw.com	
Address	City	State	Zip

Street Address: 3200 Mockingbird Ln, Bldg 7, Ste 100

Business Name: The Public House West Texas

Legal Description
Lot: 003 Block: 0035 Subdivision: 57750

Current Zoning: RR, Regional Retail District

Reason for Request: Required for TABC application certification

Type of Business *(restaurant, bar, lounge, nightclub, etc.)*: restaurant/bar

Proposed/Current Days and Hours of Operation: 7 days week; Sun - Wed 11am to 12am; Thur- Sat 11am -2am

Proposed Days and Hours of Alcohol Service: 7 days week; Sun - Wed 11am to 12am; Thur- Sat 11am -2am

Total Square Footage of Business: 3,094sq ft

Square Footage of Alcohol Serviceable Area: 2374.75

Restroom Fixtures:	*Men*	**Toilets/Urinals:** 1 / 3	**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 Benjamin U. Halstead Benjamin U. Halstead

Applicant (signature): Gable Clark	Date: 1.30.24
Applicant (printed): PubWT, LLC Gable Clark and Benjamin Halstead	
Property Owner (signature): JKF	Date: 8/16/23
Property Owner (printed): Matt Johnson President & CEO Summit Center	

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 Gable Clark who, being by me duly sworn, upon oath says: That (s)he is authorized by Summit Center, LLC, the owner of the above described property, to fully represent him/her in this application and that (s)he had the legal right, power and authority to sign said owner's name hereto as his/her attorney in fact.

Gable Clark
Authorized Agent (*signature*)

Subscribed and sworn to before me, this 30th day of January, 20 24, to certify which witness my hand and seal of office.

AMY IGO
Notary ID #124970050
My Commission Expires
March 15, 2027

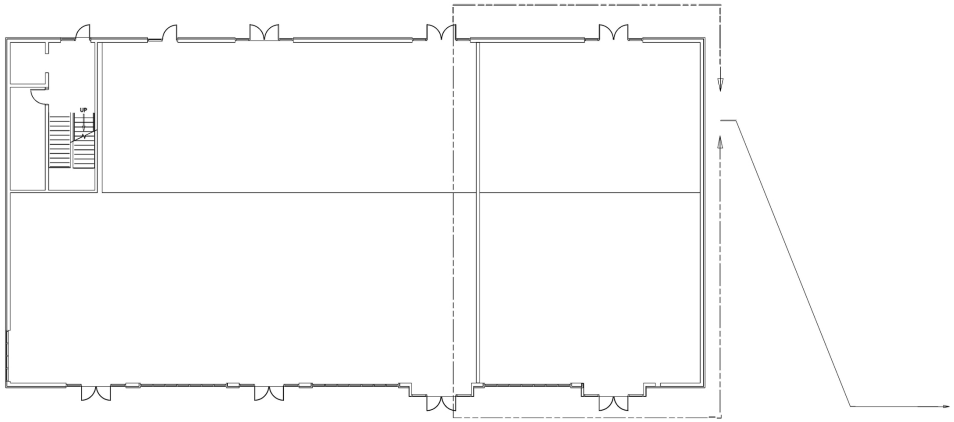
Amy
NOTARY PUBLIC, ~~MIDLAND~~ COUNTY, TEXAS
Travis

****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 # 12302	☑ Plans in Digital Format (PDF/JPEG)
Received By:	Date:

RECEIVED
FEB 06 2024
BY:

****Application will not be considered for scheduling until reviewed by a planner.****



Revised 08.03.23

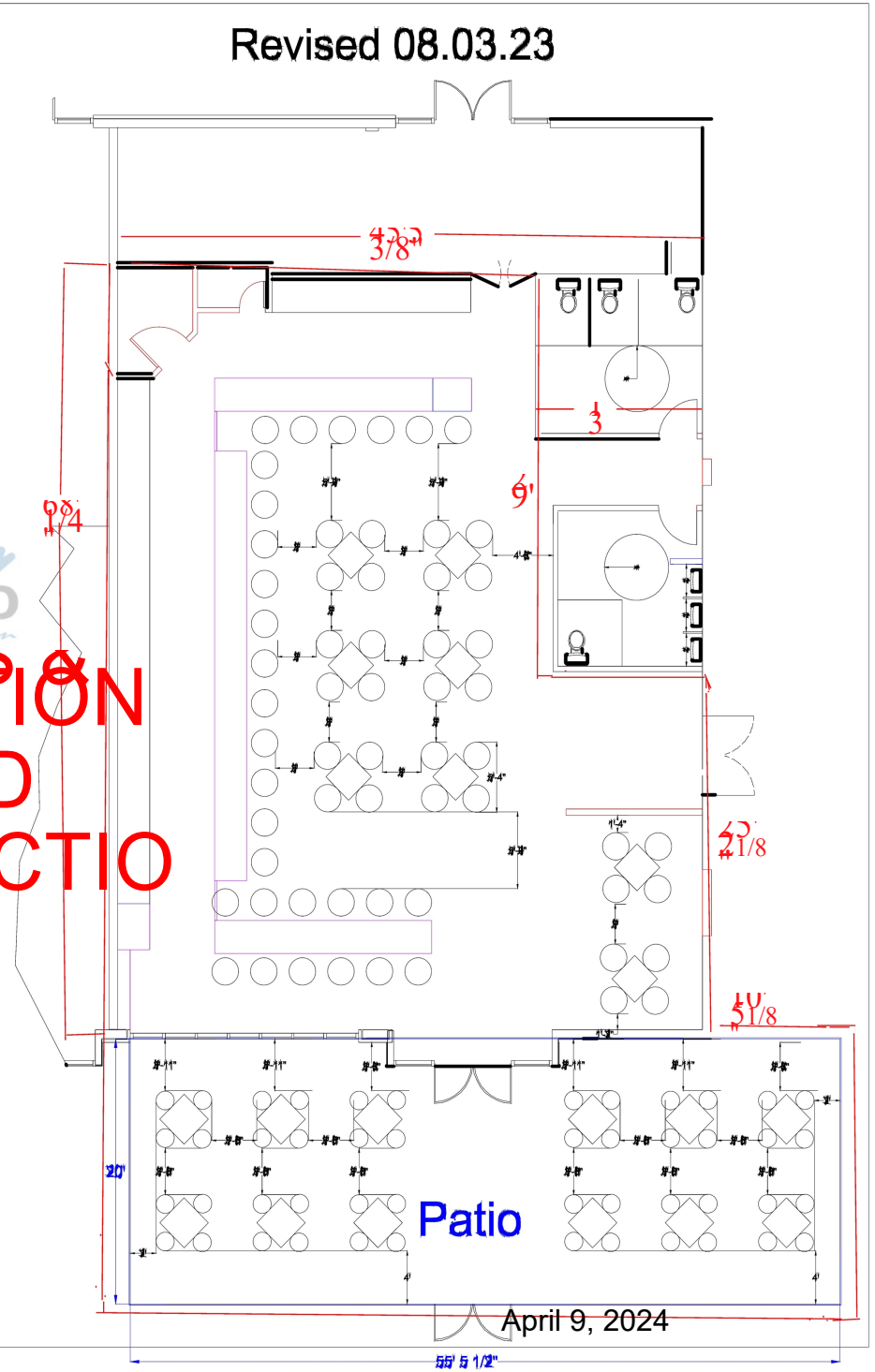


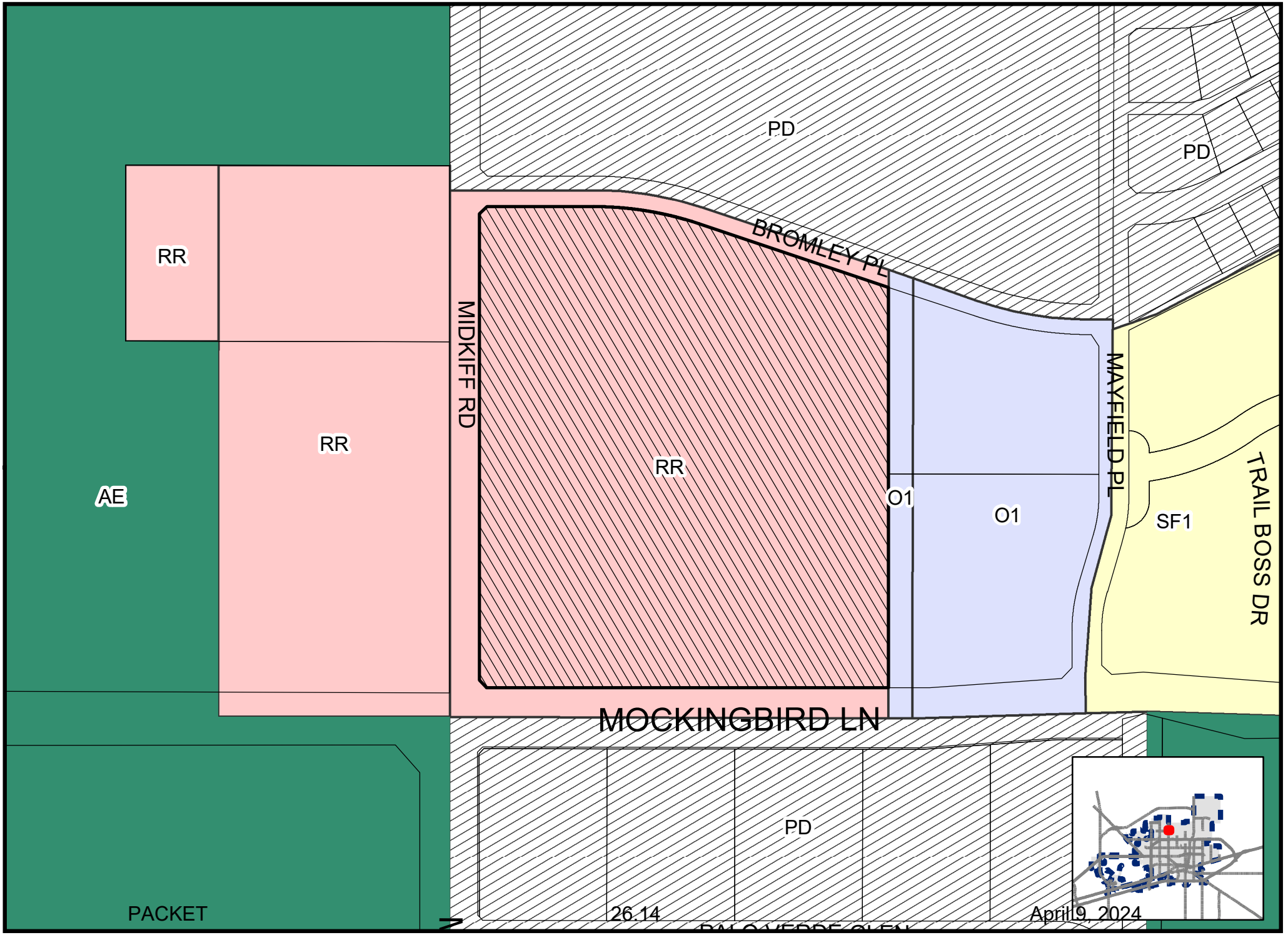
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S2	48	GENERIC	17X17 OUTDOOR PLASTIC CHAIR

23 /4: /2 Square Feet - Serviceable Area

MIDLAND Code Administration

REVIEWED FOR CODE COMPLIANCE
INSPECTION
APPROVED
FOR
CONSTRUCTIO
N

DRAWING TITLE:
TABLES & SEATING



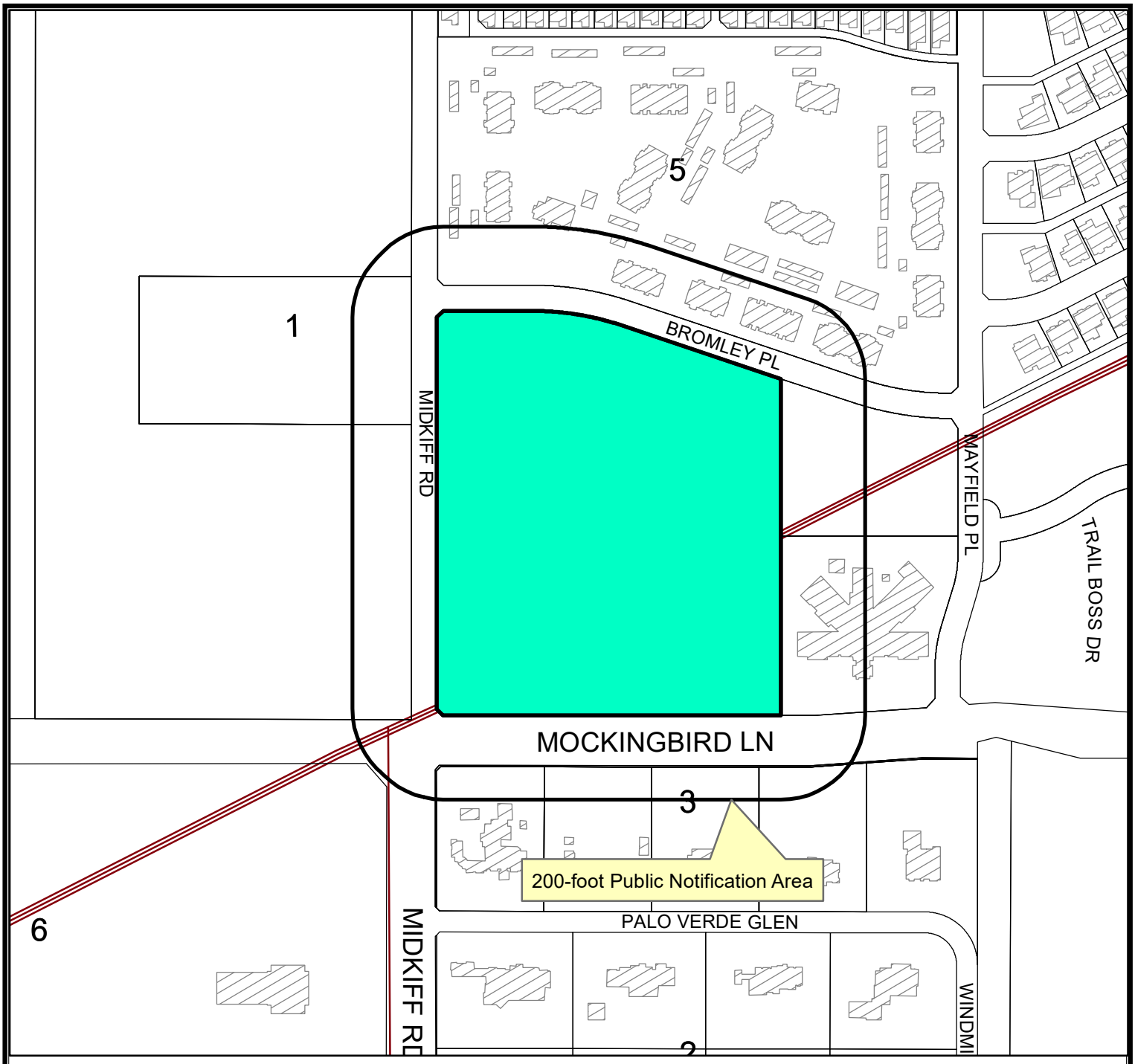
Map By LO, 2/21/2024

SUD-24-0174

Scale: 1" = 240'

ZONING MAP

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LOCATION MAP

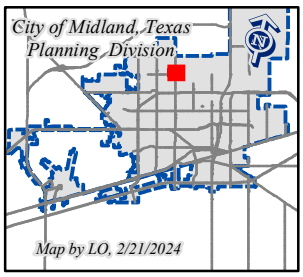
SUD-24-0174 **Scale: 1" = 339'**

Consider a request by PubWT, LLC for a Specific Use Designation with Term for the Sale of all alcoholic beverages for on premises consumption in a Restaurant on a 3,094-square foot portion of Lot 3A, Block 3, Mayfield Place Addition, Section 8, City and County of Midland, Texas.

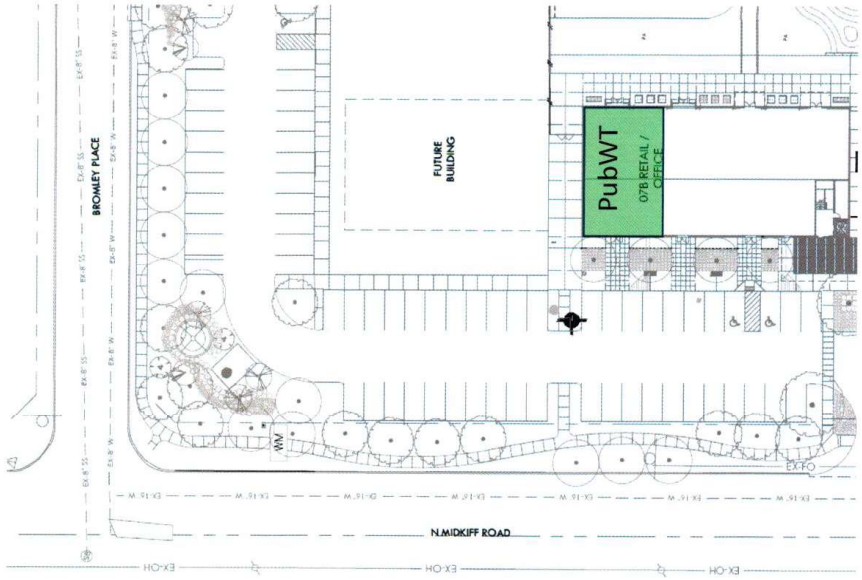
Generally located on the northeast corner of the intersection of North Midkiff Road and Mockingbird Lane. (Council District 1)

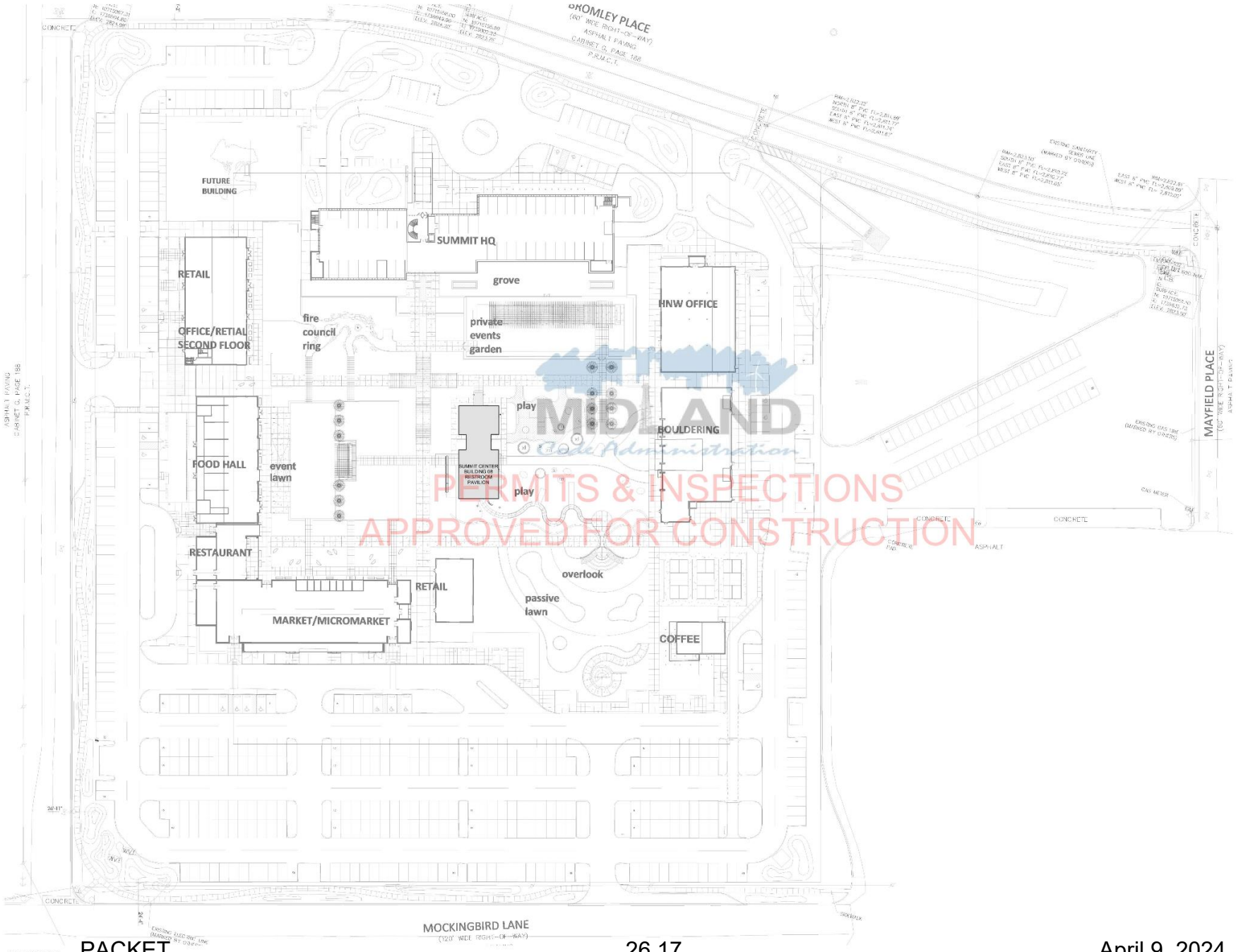
LEGEND

- CITY LIMITS
- PARCEL
- PRIVATE BLDGS



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THE CITY OF MIDLAND SHALL NOT BE RESPONSIBLE FOR ANY DECISIONS BASED UPON THE USE OF THIS DATA.


BROMLEY PLACE
FUTURE BUILDING
PubWT
O/B RETAIL / OFFICE
N.MIDKIFF ROAD



MIDLAND
Code Administration
PERMITS & INSPECTIONS
APPROVED FOR CONSTRUCTION

1 SITE PLAN
1" = 40'-0"

08 RESTROOM PAVILION

rwa
rhotenberry wellen architects
1101 WEST TEXAS AVE.
MIDLAND, TEXAS 79701
PHONE 432.682.1202
FAX 432.682.1207

Δ	Date	Description
-	6/1/22	ISSUED FOR BID
1	6/28/22	Addendum 02

Seal / Signature

REGISTERED ARCHITECT
STATE OF TEXAS

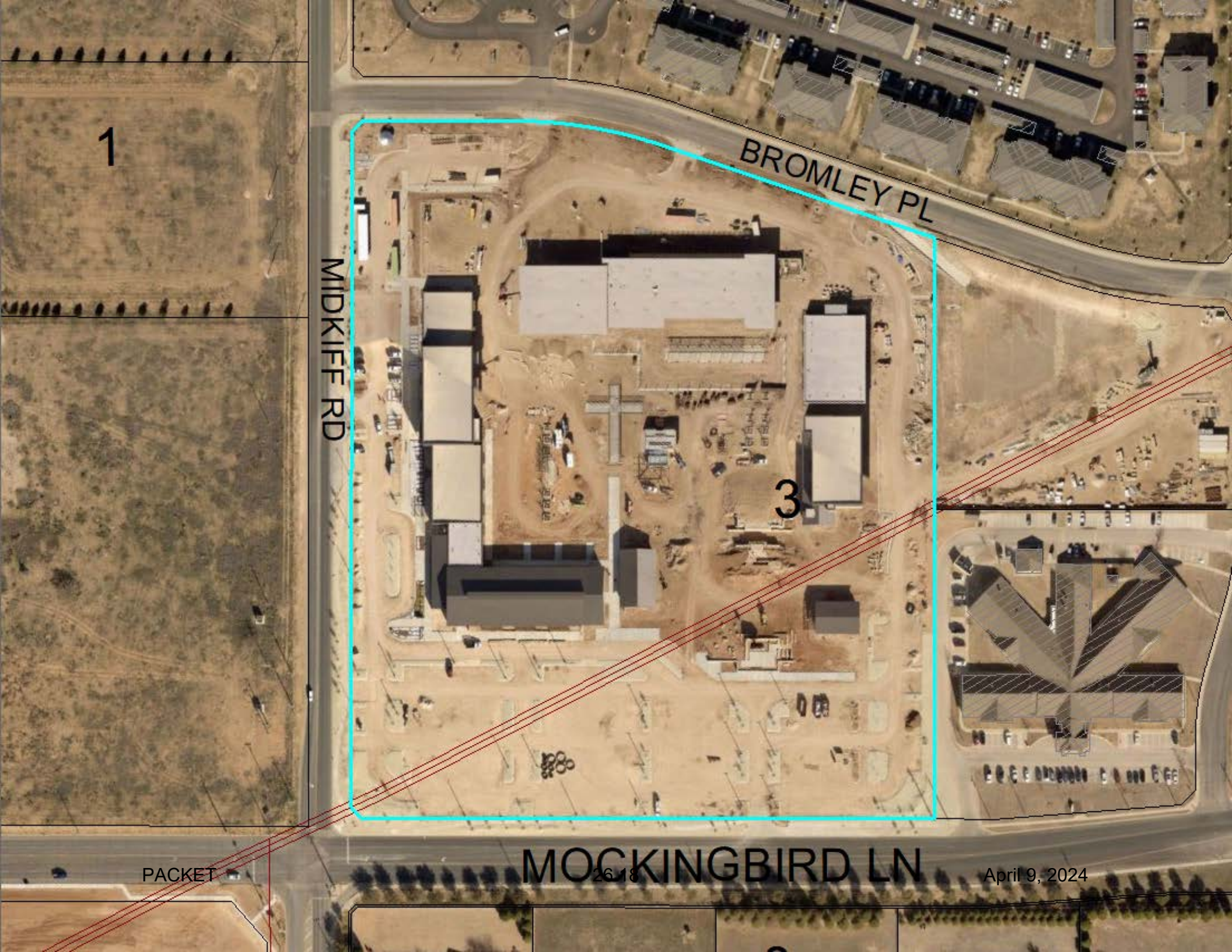
Project Name
Summit Center Restroom Pavilion

Project Number
08_2017

Description
SITE PLAN

08 SD-100

© 2022 Rhotenberry Wellen Architects


1
BROMLEY PL
MIDKIFF RD
3
MOCKINGBIRD LN



City Council Meeting

Item Number: 27

Meeting Date: April 9, 2024

To: City Council / City Manager

From: Daniel Humbert, Planner

Subject: **AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE A 20.91-ACRE TRACT OF LAND OUT OF LOT 8, BLOCK 2, PAVILION PARK ADDITION, SECTION 7, AND SECTION 1, BLOCK X, H.P. HILLARD SURVEY, CITY AND COUNTY OF MIDLAND, TEXAS, FROM AE, AGRICULTURAL ESTATE DISTRICT TO SF-2, SINGLE-FAMILY DWELLING DISTRICT (GENERALLY LOCATED ON THE NORTH SIDE OF SOLOMON LANE, APPROXIMATELY 900 FEET EAST OF TRENWOOD 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 1) (DEVELOPMENT SERVICES) (STRENGTHEN AND SUSTAIN OUR INFRASTRUCTURE)**

Purpose:

The applicant, Scott Bowden, is requesting a Zone Change from AE, Agricultural Estate District to SF-2, Single Family Dwelling District to add fifty-eight (58) lots in the next phase of Pavilion Park Addition. This property is a replat, Pavilion Park, Section 15, that is currently in the preliminary stage.

Recommended City Council Action:

Approve

Fiscal Impact:

This request has no significant impact on the City's budget.

Strategic Priority:

Strengthen and Sustain our Infrastructure

Discussion:

Current Zoning:

AE, Agricultural Estate District

Surrounding Zoning and Land Use:

The surrounding zoning includes SF-2, Single Family Dwelling District, to the west, which is currently being developed into a subdivision. All abutting lots to the north are part of a developed residential neighborhood. The adjacent lots to the east and south are zoned AE, Agricultural Estate District and consist of mostly vacant land with a Saltwater disposal well and one house.

Analysis:

The subject property is zoned AE, Agricultural Estate District Scott Bowden, is seeking this zone change in order to continue subdivision development. This area already has a large SF-2 zoning area. Changing this zoning would help the development of more homes in the area and will conform to existing zoning in the area.

This request is consistent with the Tall City Tomorrow Comprehensive Plan, Chapter 3; The Tall City Tomorrow Plan designated this area as UR-L, Urban residential Low. This designation calls for any single-family zoning district.

This proposed zone change has been circulated to the respective City departments for internal review and their comments, conditions, and requirements are as follows:

Fire: (Approved)

No objections.

Oil and Gas: (Approved with Conditions)

Please identify the City permitted wells that are not included on the plat that are operated by Pioneer Resources to the South- approximately 8-10 wells. A 500 ft. radius and 135 ft. radius need to be identified around each permitted well that comes across the property being platted. Jeff Pinkstaff may be able help identify an existing blanket radius variance for these wells that would need to be identified on the plat. Would need to include the approved radius and resolution similar to the wells identified to the west. Any occupied residential/commercial building permits inside the 500 ft. radius will require a variance to the permitted well from the City Council. The variance request would need to be made thru the Building Official – Jeff Pinkstaff which will require council approval. Informational: 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 (P&A)

well would need to be identified. No structure shall be built over an abandoned well.

Engineering: (Approved)

No objection. [For Applicant's Information Only.]

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, oil and gas considerations, 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.

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:

Staff recommends approval of this request subject to condition A.

Conditions:

A. **That the use and development of this property shall conform to the regulations of the SF-2, Single-Family Dwelling District.**

Letters of Objection:

As of April 1, 2024, staff has received no letters of objection for this request.

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 A 20.91-ACRE TRACT OF LAND OUT OF LOT 8, BLOCK 2, PAVILION PARK ADDITION, SECTION 7, AND SECTION 1, BLOCK X, H.P. HILLARD SURVEY, CITY AND COUNTY OF MIDLAND, TEXAS, FROM AE, AGRICULTURAL ESTATE DISTRICT TO SF-2, SINGLE-FAMILY DWELLING DISTRICT (GENERALLY LOCATED ON THE NORTH SIDE OF SOLOMON LANE, APPROXIMATELY 900 FEET EAST OF TRENWOOD 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 a 20.91-acre tract of land out of Lot 8, Block 2, Pavilion Park Addition, Section 7, and Section 1, Block X, H.P. Hillard 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 SF-2, Single-Family Dwelling District, as set out hereinafter;

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

SECTION ONE. That the Zoning District Map of the City of Midland, Texas, is hereby amended to rezone the Property from AE, Agricultural Estate District to SF-2, 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., 2024; 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., 2024, at a regular meeting of the City Council:

Council members voting "AYE":

Council members voting "NAY":

PASSED AND APPROVED THIS _____ day of _____, A.D., 2024.

_____
Lori Merritt Blong, Mayor

ATTEST:

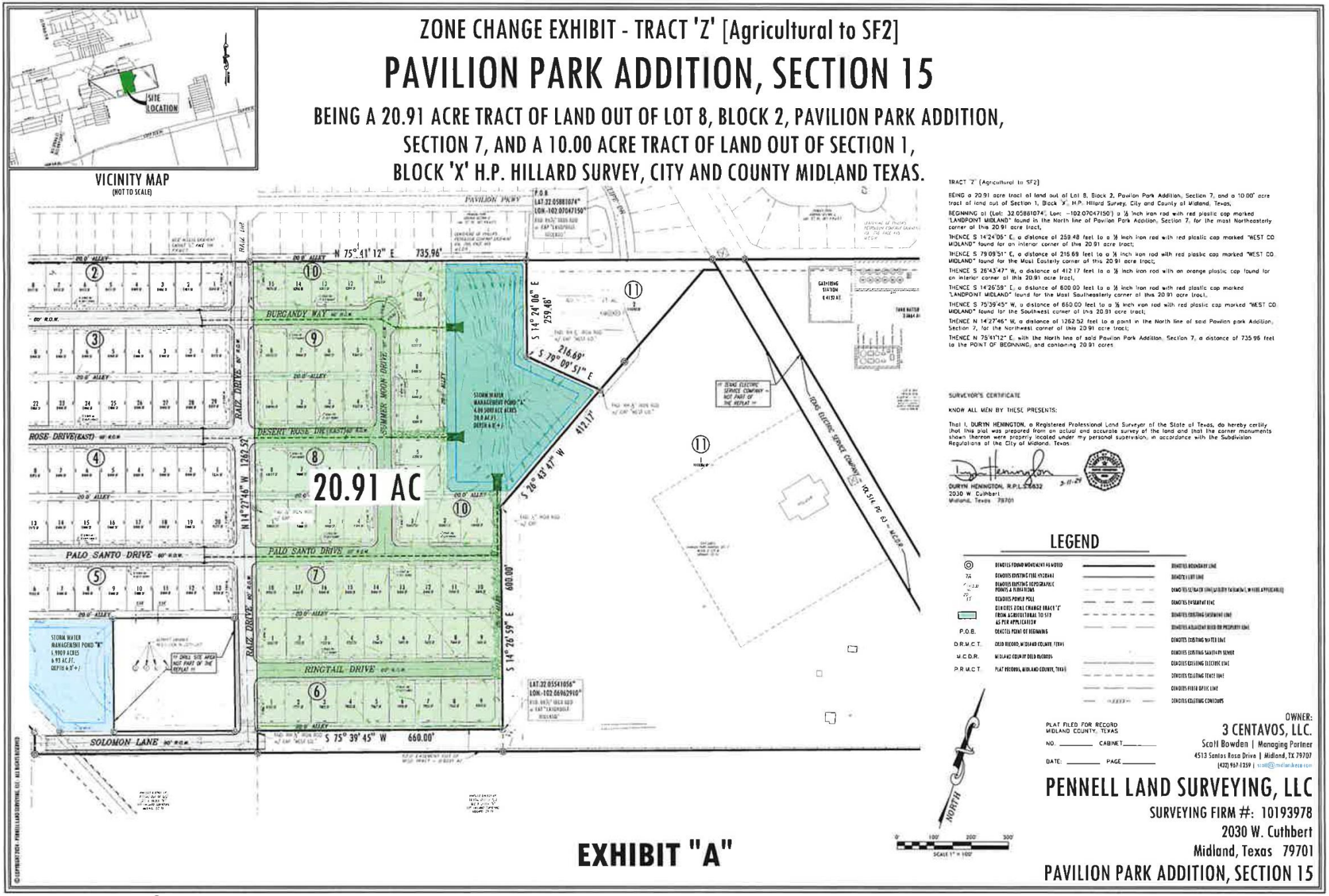
_____
Marcia Bentley-German, City Secretary

APPROVED AS TO CONTENT
AND COMPLETENESS:

_____
Elizabeth Triggs, Planning and Development Officer

APPROVED ONLY AS TO FORM:

_____
John Ohnemiller, City Attorney


ZONE CHANGE EXHIBIT - TRACT 'Z' [Agricultural to SF2]
PAVILION PARK ADDITION, SECTION 15
BEING A 20.91 ACRE TRACT OF LAND OUT OF LOT 8, BLOCK 2, PAVILION PARK ADDITION, SECTION 7, AND A 10.00 ACRE TRACT OF LAND OUT OF SECTION 1, BLOCK 'X' H.P. HILLARD SURVEY, CITY AND COUNTY MIDLAND TEXAS.
VICINITY MAP
(NOT TO SCALE)
SITE LOCATION
20.91 AC
BURGUNDY WAY
ROSE DRIVE(EAST)
PALO SANTO DRIVE
RINGTAIL DRIVE
SOLOMON LANE
RAIZ DRIVE
HARROGATE AVENUE
STORM WATER MANAGEMENT POND "A"
4.99 ACRES
N 75° 41' 12" E 735.96'
S 14° 24' 06" E 259.48'
S 79° 09' 51" E 216.69'
S 26° 43' 47" W 412.17'
S 14° 26' 59" E 600.00'
S 75° 39' 45" W 660.00'
N 14° 27' 46" W 1262.52'
LAT:32.05881074°
LON:-102.07047150°
LAT:32.05541056°
LON:-102.06962910°
TRACT "Z" (Agricultural to SF2)
BEING a 20.91 acre tract of land out of Lot 8, Block 2, Pavilion Park Addition, Section 7, and a 10.00 acre tract of land out of Section 1, Block "X", H.P. Hillard Survey, City and County of Midland, Texas,
BEGINNING at (Lat: 32.05881074°, Lon: -102.07047150°) a ½ inch iron rod with red plastic cap marked "LANDPOINT MIDLAND" found in the North line of Pavilion Park Addition, Section 7, for the most Northeasterly corner of this 20.91 acre tract,
THENCE S 14°24'06" E, a distance of 259.48 feet to a ½ inch iron rod with red plastic cap marked "WEST CO MIDLAND" found for an interior corner of this 20.91 acre tract;
THENCE S 79°09'51" E, a distance of 216.69 feet to a ½ inch iron rod with red plastic cap marked "WEST CO MIDLAND" found for the Most Easterly corner of this 20.91 acre tract;
THENCE S 26°43'47" W, a distance of 412.17 feet to a ½ inch iron rod with an orange plastic cap found for an interior corner of this 20.91 acre tract,
THENCE S 14°26'59" E, a distance of 600.00 feet to a ½ inch iron rod with red plastic cap marked "LANDPOINT MIDLAND" found for the Most Southeasterly corner of this 20.91 acre tract,
THENCE S 75°39'45" W, a distance of 660.00 feet to a ½ inch iron rod with red plastic cap marked "WEST CO MIDLAND" found for the Southwest corner of this 20.91 acre tract;
THENCE N 14°27'46" W, a distance of 1262.52 feet to a point in the North line of said Pavilion park Addition, Section 7, for the Northwest corner of this 20.91 acre tract;
THENCE N 75°41'12" E, with the North line of said Pavilion Park Addition, Section 7, a distance of 735.96 feet to the POINT OF BEGINNING, and containing 20.91 acres.
SURVEYOR'S CERTIFICATE
KNOW ALL MEN BY THESE PRESENTS:
That I, DURYN HENINGTON, a Registered Professional Land Surveyor of the State of Texas, do hereby certify that this plat was prepared from an actual and accurate survey of the land and that the corner monuments shown thereon were properly located under my personal supervision, in accordance with the Subdivision Regulations of the City of Midland, Texas.
DURYN HENINGTON, R.P.L.S. 6632
2030 W. Cuthbert
Midland, Texas 79701
3-11-24
LEGEND
BOUNDARY LINE
LOT LINE
EASEMENT LINE
PROPERTY LINE
WATER LINE
SANITARY SEWER
ELECTRIC LINE
FENCE LINE
FIBER OPTIC LINE
CONTOURS
P.O.B. POINT OF BEGINNING
D.R.M.C.T. DEED RECORD, MIDLAND COUNTY, TEXAS
M.C.D.R. MIDLAND COUNTY DEED RECORDS
P.R.M.C.T. PLAT RECORDS, MIDLAND COUNTY, TEXAS
PLAT FILED FOR RECORD
MIDLAND COUNTY, TEXAS
NO. _____ CABINET_____
DATE: _____ PAGE_____
NORTH
SCALE 1" = 100'
OWNER:
3 CENTAVOS, LLC.
Scott Bowden | Managing Partner
4513 Santos Rosa Drive | Midland, TX 79707
(432) 967-1259 | scott@midlandkeg.com
PENNELL LAND SURVEYING, LLC
SURVEYING FIRM #: 10193978
2030 W. Cuthbert
Midland, Texas 79701
PAVILION PARK ADDITION, SECTION 15
EXHIBIT "A"

MIDLAND Planning Division

Zone Change/Planned District Amendment/Site Plan Approval

Project Number: _____

Case Number: _____

Applicant *(if acting as Agent, see affidavit on page 2)* Printed Name: Scott Bowden		Phone (432) 967-1259 Email scott@midlandreco.com	
Address 4513 Santos Rosa Drive	City MIDLAND	State TX	Zip 79707

Property Owner Printed Name: 3 CENTAVOS, LLC.		Phone (432) 967-1259 Email	
Address 4513 Santos Rosa Drive	City MIDLAND	State TX	Zip 79707

Representative *(if different from Applicant or Property Owner)* Firm: WA CIVIL, LLC. Printed Name: LARRY H. WALKER, P.E., P.M.P.		Phone (432) 901-2060 Email lwalker@wcivil.com	
Address 223 West Wall St., Suite 226 (8th Floor) Midland Towers)	City MIDLAND	State TX	Zip 79701

Street Address: RIAZ DRIVE

Legal Description
Lot: 1-9,1-18,1-4, & 1-3 Block: 6,7,8,&10 Subdivision: PAVILLION PARK ADDITION, SECTION 15

Current Zoning: AE	**Proposed Zone:** SF2 *(List by tracts if more than one district is requested)*

Reason for Zone Change Request:
Change owner's land that is still zoned Argicultural Estate (AE) to add lots in the next phase of residential subdivision that is Single Family 2(SF2).

Present Use of Property: UNDEVELOPED LAND

Proposed Use of Property: RESIDENTIAL (SF2)

How would this zone change affect the public health, safety and welfare?
It will have no adverse affect on the public health, saftey, or welfare.

Describe how conditions affecting the property have changed since present zoning designation: No physical conditions have changed owner owns the land and surrounding land, and has decided to add lots to the phase of the subdivison.

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: 11/10/2023
Applicant (printed): Scott Bowden	
Property Owner (signature):	Date: 11/10/2023
Property Owner (printed) : 3 CENTAVOS, LLC. - Scott Bowden	

The Zone Change/Planned District Amendment/Site Plan Approval shall be considered officially received in the Planning office only when it has been submitted in full compliance with the provisions of Section 212 of the Texas Local Government Code and the Zoning Code of Ordinances of the City of Midland and when such required items for the application are also received.

All materials, including exhibits, submitted in support of an application, or displayed during a public hearing, shall remain the property of the City of Midland.

STATE OF TEXAS
COUNTY OF MIDLAND

Before me, the undersigned authority, on this day personally appeared Larry Walker who, being by me duly sworn, upon oath says: That (s)he is the owner of Pavilion Park or authorized by Scott Bowden, 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 24 day of January, 20 24, to certify which witness my hand and seal of office.

Andra Kim Walker
My Commission Expires
2/15/2027
Notary ID134205545

NOTARY PUBLIC, MIDLAND COUNTY, TEXAS

FOR OFFICE USE ONLY

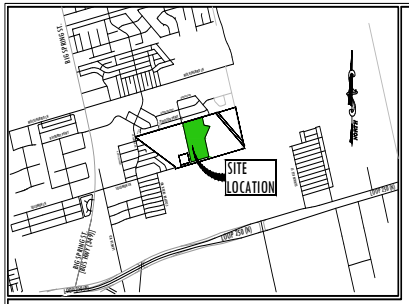
☑ Property Owner Authorization	☑ Dimensioned Site Plan
☑ Application Fee	☑ Plans in Digital Format (PDF/JPEG)
Check # Paid Online	
Received By:	Date: JAN 24 2024

Application will not be considered for scheduling until reviewed by a planner.

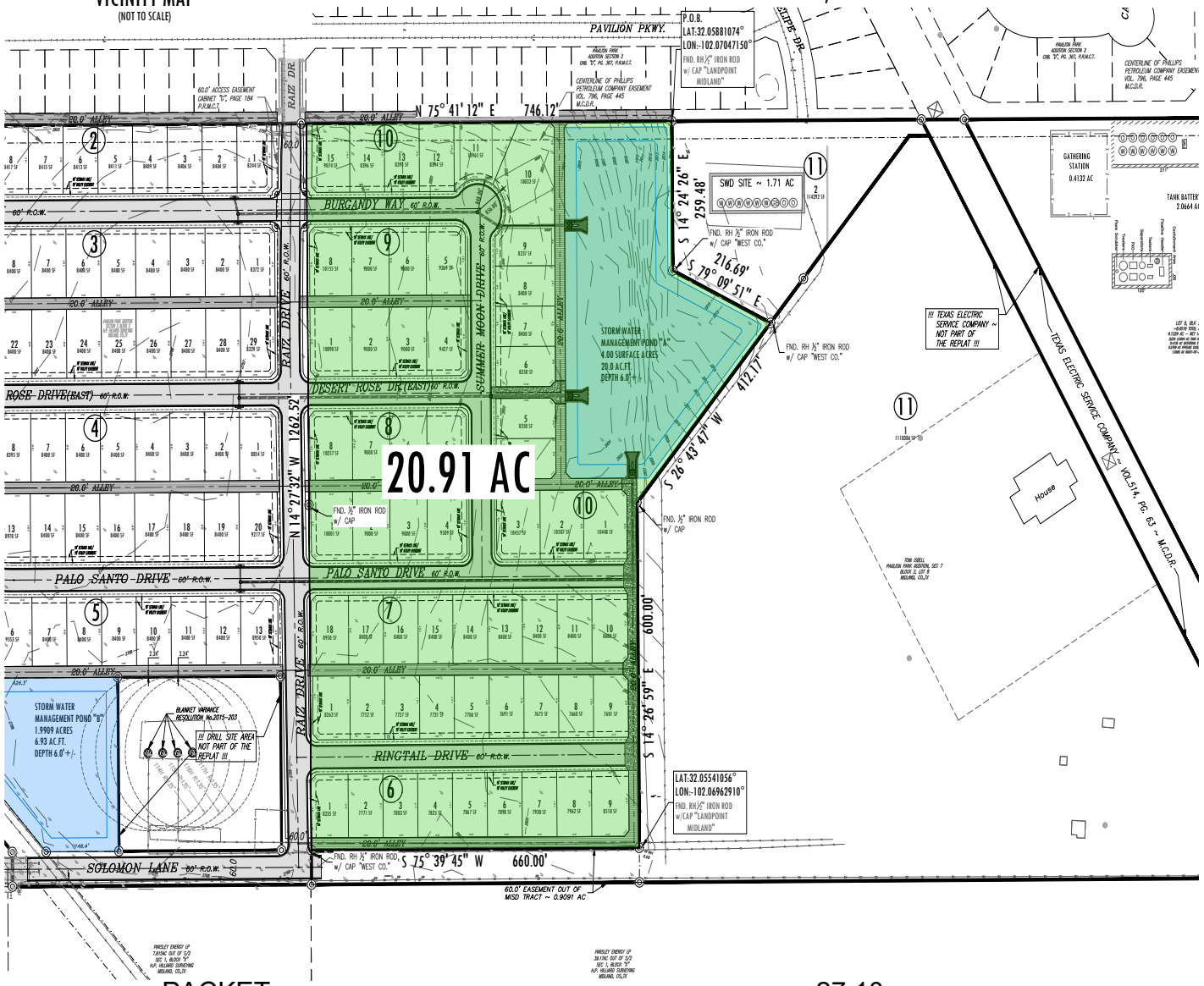
ZONE CHANGE EXHIBIT - TRACT 'Z' [Agricultural to SF2]

PAVILION PARK ADDITION, SECTION 15

BEING A 20.91 ACRE TRACT OF LAND OUT OF LOT 8, BLOCK 2, PAVILION PARK ADDITION, SECTION 7, AND A 10.00 ACRE TRACT OF LAND OUT OF SECTION 1, BLOCK 'X' H.P. HILLARD SURVEY, CITY AND COUNTY MIDLAND TEXAS.



VICINITY MAP
(NOT TO SCALE)



TRACT 'Z' [Agricultural to SF2]

BEING a 20.91 acre tract of land out of Lot 8, Block 2, Pavilion Park Addition, Section 7, and a 10.00' acre tract of land out of Section 1, Block 'X', H.P. Hillard Survey, City and County of Midland, Texas;

BEGINNING at (Lat: 32.05881074', Lon: −102.07047150') a ½ inch iron rod with red plastic cap marked "LANDPOINT MIDLAND" found in the North line of Pavilion Park Addition, Section 7, for the most Northeasterly corner of this 20.91 acre tract;

THENCE S 14°24'06" E, a distance of 259.48 feet to a ½ inch iron rod with red plastic cap marked "WEST CO. MIDLAND" found for an interior corner of this 20.91 acre tract;

THENCE S 79°09'51" E, a distance of 216.69 feet to a ½ inch iron rod with red plastic cap marked "WEST CO. MIDLAND" found for the Most Easterly corner of this 20.91 acre tract;

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THENCE N 75°41'12" E, with the North line of said Pavilion Park Addition, Section 7, a distance of 735.96 feet to the POINT OF BEGINNING, and containing 20.91 acres.

SURVEYOR'S CERTIFICATE

KNOW ALL MEN BY THESE PRESENTS:

That I, DURYN HENINGTON, a Registered Professional Land Surveyor of the State of Texas, do hereby certify that this plat was prepared from an actual and accurate survey of the land and that the corner monuments shown thereon were properly located under my personal supervision, in accordance with the Subdivision Regulations of the City of Midland, Texas.

1-23-24

DURYN HENINGTON, R.P.L.S. 6832
2030 W. Cuthbert
Midland, Texas 79701

LEGEND

DENOTES FOUND MONUMENT AS NOTED	DENOTES BOUNDARY LINE
DENOTES EXISTING FIRE HYDRANT	DENOTES LOT LINE
DENOTES EXISTING TOPOGRAPHIC POINTS & ELEVATIONS	DENOTES SETBACK LINE[UTILITY EASEMENT, WHERE APPLICABLE]
DENOTES POWER POLE	DENOTES EASEMENT LINE
DENOTES ZONE CHANGE TRACT 'Z' FROM AGRICULTURAL TO SF2 AS PER APPLICATION	DENOTES EXISTING EASEMENT LINE
P.O.B. DENOTES POINT OF BEGINNING	DENOTES ADJACENT DEED OR PROPERTY LINE
D.R.M.C.T. DEED RECORD, MIDLAND COUNTY, TEXAS	DENOTES EXISTING WATER LINE
M.C.D.R. MIDLAND COUNTY DEED RECORDS	DENOTES EXISTING SANITARY SEWER
P.R.M.C.T. PLAT RECORDS, MIDLAND COUNTY, TEXAS	DENOTES EXISTING ELECTRIC LINE
	DENOTES EXISTING FENCE LINE
	DENOTES FIBER OPTIC LINE
	DENOTES EXISTING CONTOURS

PLAT FILED FOR RECORD
MIDLAND COUNTY, TEXAS
NO. _____ CABINET_____
DATE: _____ PAGE _____

NORTH

0' 100' 200' 300'
SCALE 1" = 100'

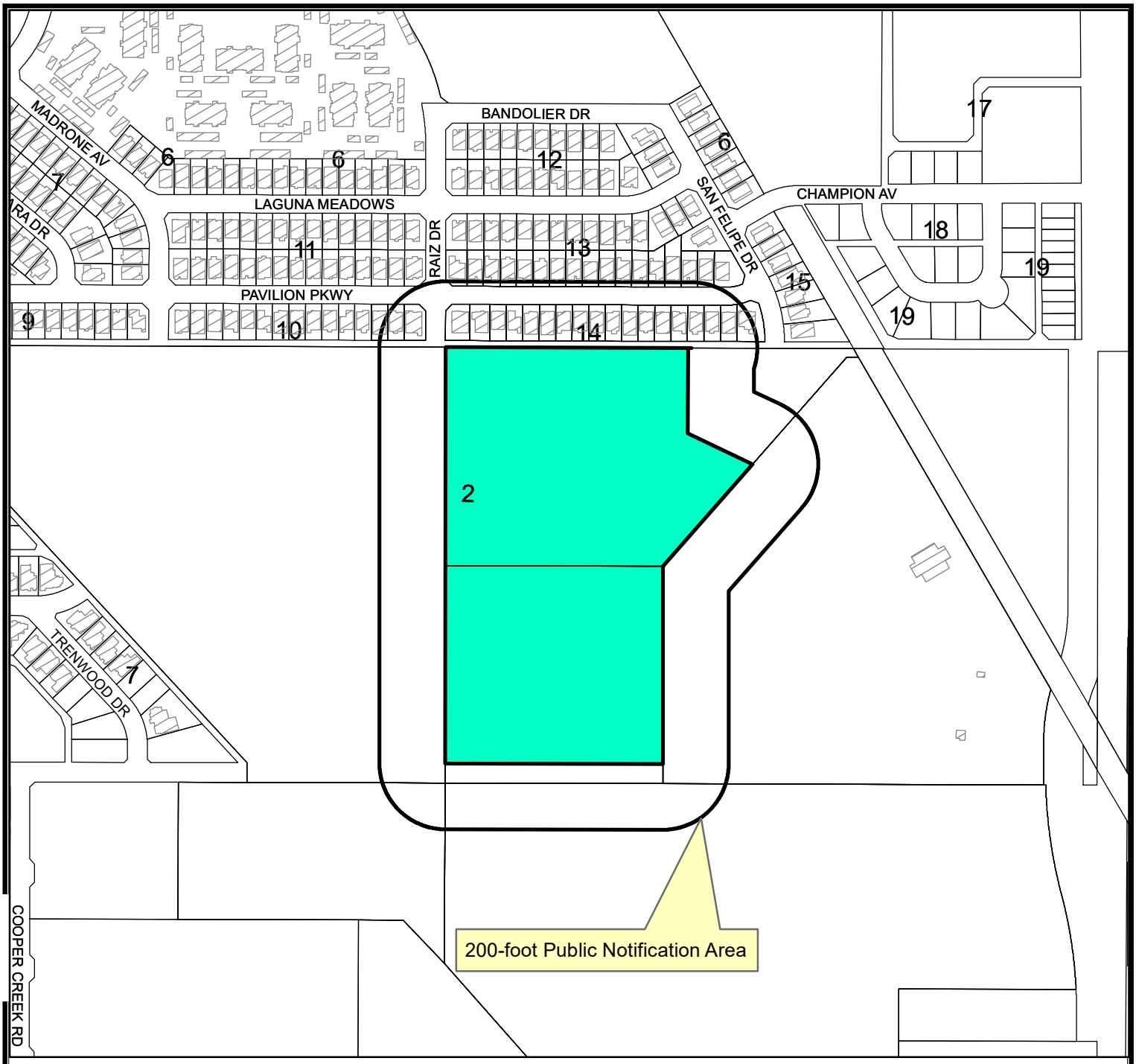
OWNER:
3 CENTAVOS, LLC.
Scott Bowden | Managing Partner
4513 Santos Rosa Drive | Midland, TX 79707
(432) 967-1259 | scott@midlandreco.com

PENNELL LAND SURVEYING, LLC
SURVEYING FIRM #: 10193978
2030 W. Cuthbert
Midland, Texas 79701

April 9, 2024

PAVILION PARK ADDITION, SECTION 15

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LOCATION MAP

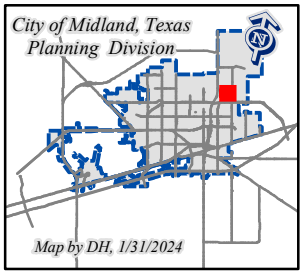
Z-24-0361 **Scale: 1" = 434'**

Consider a request by Scott Bowden for a zone change from AE, Agricultural Estate District to SF-2, Single Family Dwelling District on a 20.91-acre tract of land out of Lot 8, Block 2, Pavilion Park Addition, Section 7, and Section 1, Block x, H.P. Hillard Survey, City and County of Midland, Texas.

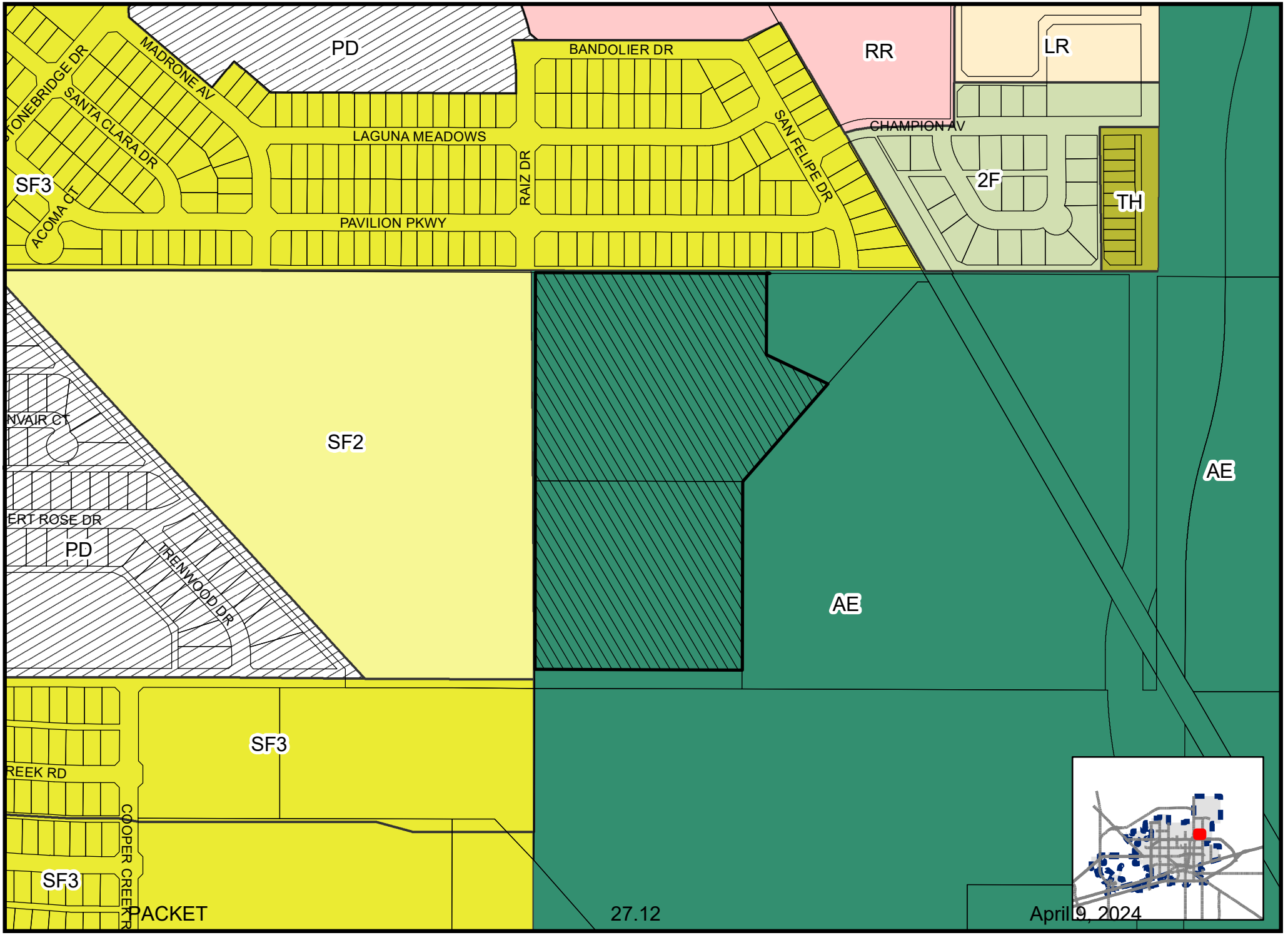
Generally located on the north side of Solomon Lane, approximately 900 feet east of Trenwood Drive. (Council District 1)

LEGEND

- CITY LIMITS
- PARCEL
- PRIVATE BLDGS



©THE CITY OF MIDLAND - 2021
THIS DATA IS NOT A SUBSTITUTION FOR A SURVEY AND IS NOT 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.



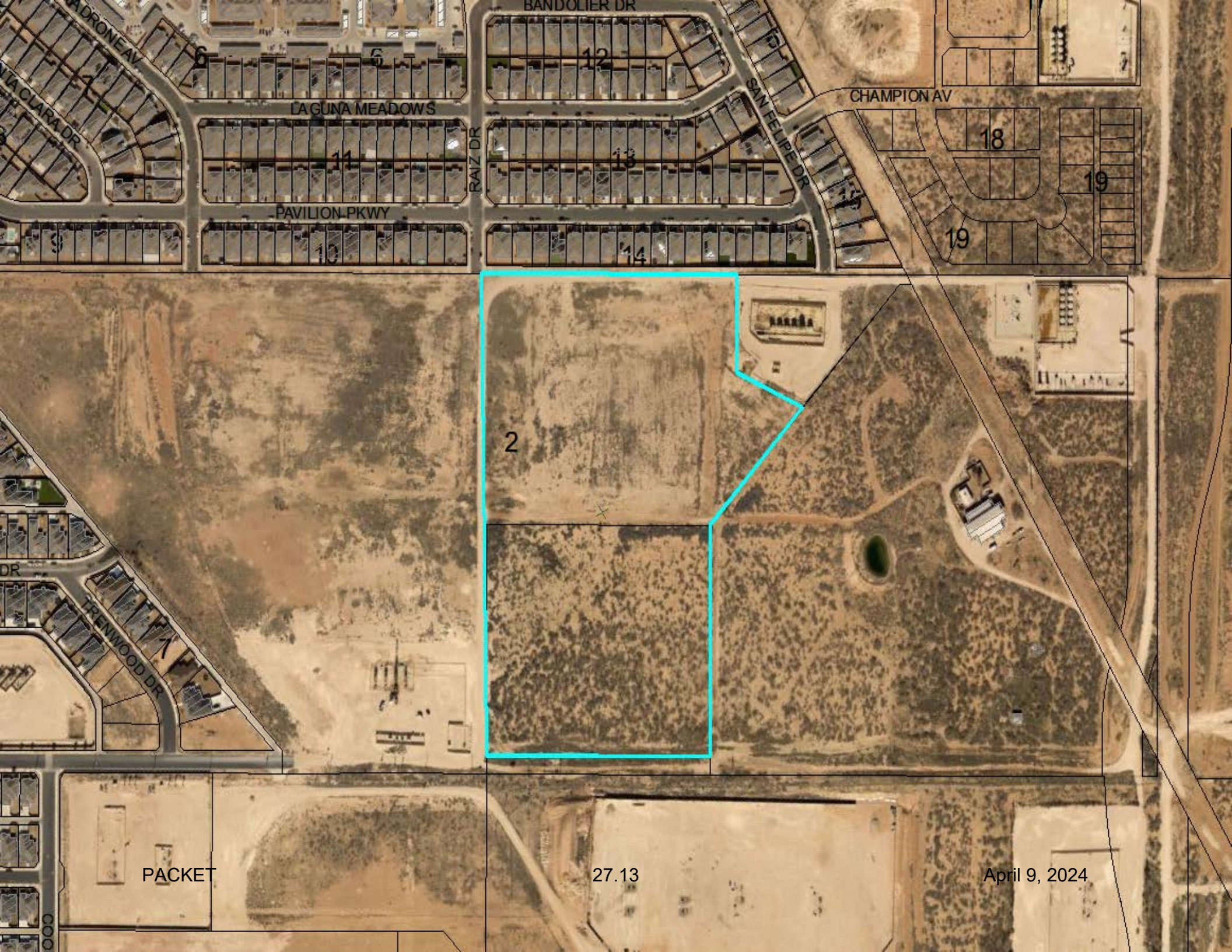
Map By DH, 1/31/2024

Z-24-0361

Scale: 1" = 382'

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.


BANDOLIER DR
LA GUNA MEADOWS
RAIZ DR
SAN FELIPE DR
CHAMPION AV
PAVILION PKWY
TRENWOOD DR
2


3210
McCANDLE

City Council Meeting

Item Number: 28

Meeting Date: April 9, 2024

To: City Council / City Manager

From: Andrew Meyers, Planner

Subject: AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE LOTS 4, 5, AND 6, BLOCK 1, COWDEN ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS, FROM O-1, OFFICE DISTRICT TO TH, TOWNHOUSE (ATTACHED) DWELLING DISTRICT (GENERALLY LOCATED AT THE NORTHWEST CORNER OF THE INTERSECTION OF GEORGE AVENUE AND BRYANT 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 4) (DEVELOPMENT SERVICES) (QUALITY OF LIFE AND PLACE)

Purpose:

The applicant, Schumann Surveying, on behalf of Cannon Legacy Builders, LLC, is requesting a Zone Change from O-1, Office District, to TH, Townhouse District, for Lots 4, 5, and 6, Block 1, Cowden Addition, City and County of Midland, Texas for future townhouse development.

Recommended City Council Action:

Approve

Fiscal Impact:

This request has no significant impact on the City's budget.

Strategic Priority:

(Quality of Life and Place)

Discussion:

Current Zoning:

O-1, Office District.

Surrounding Zoning and Land Use:

The surrounding zoning includes O-1, Office District, to the north and south, RR, Regional Retail District, to the east, and SF-2, Single Family Dwelling District, to the west.

Analysis:

The subject property is zoned O-1, Office District. Schumann Surveying is seeking this zone change in order to construct a future townhouse development. This area already has a large residential land use area to the north, south, and west. The vacant lots in question would be better served as more residential homes than as an office building seeing the surrounding area is comprised of several different residential uses.

This request is consistent with the Tall City Tomorrow Comprehensive Plan, Chapter 3; The Tall City Tomorrow Plan designated this area as UR-L, Urban Residential Low. This designation calls for any single-family dwelling zoning district.

This proposed zone change has been circulated to the respective City departments for internal review and their comments, conditions, and requirements are as follows:

Fire: (Approved)

No objections.

Building: (Approved)

No issues. 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, oil and gas considerations, 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.]

Oil and Gas: (Approved)

No Oil and Gas issues.

Transportation: (Approved)

Provide 20 ft x 20 ft intersection corner clips at property corners adjacent to all public street intersections. [Reference City Code Section 11-2-5(C)3(k).] Provide defined shared access easement between lots for driveway approaches. 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)

Therefore, staff recommends approval of this zone change from O-1, Office District, to TH, Townhouse District.

Condition:

A. **That the use and development of this property shall conform to the regulations of the TH, Townhouse District.**

Letters of Objection:

As of April 3, 2024, staff has received no letters of objection for this request.

Attachments:

Survey (Exhibit A)
Application
Maps
Areial Photo
Site Photo

City Manager's Office

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE LOTS 4, 5, AND 6, BLOCK 1, COWDEN ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS, FROM O-1, OFFICE DISTRICT TO TH, TOWNHOUSE (ATTACHED) DWELLING DISTRICT (GENERALLY LOCATED AT THE NORTHWEST CORNER OF THE INTERSECTION OF GEORGE AVENUE AND BRYANT STREET); CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION

WHEREAS, the City Planning and Zoning Commission and the Governing Body of the City of Midland, in compliance with the City Charter, the City Code, and State law, have given the requisite notices by United States mail, publication and otherwise; and after a full and fair hearing to all of the property owners generally and particularly to those interested persons situated in the affected area and in the vicinity thereof, the Governing Body finds that the public health, safety and general welfare will be best served by rezoning Lots 4, 5, and 6, Block 1, Cowden Addition, City and County of Midland, Texas (the "Property") to TH, Townhouse (Attached) 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 O-1, Office District to TH, Townhouse (Attached) 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., 2024; 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., 2024, at a regular meeting of the City Council:

Council members voting "AYE":

Council members voting "NAY":

PASSED AND APPROVED THIS _____ day of _____, A.D., 2024.

_____
Lori Merritt Blong, Mayor

ATTEST:

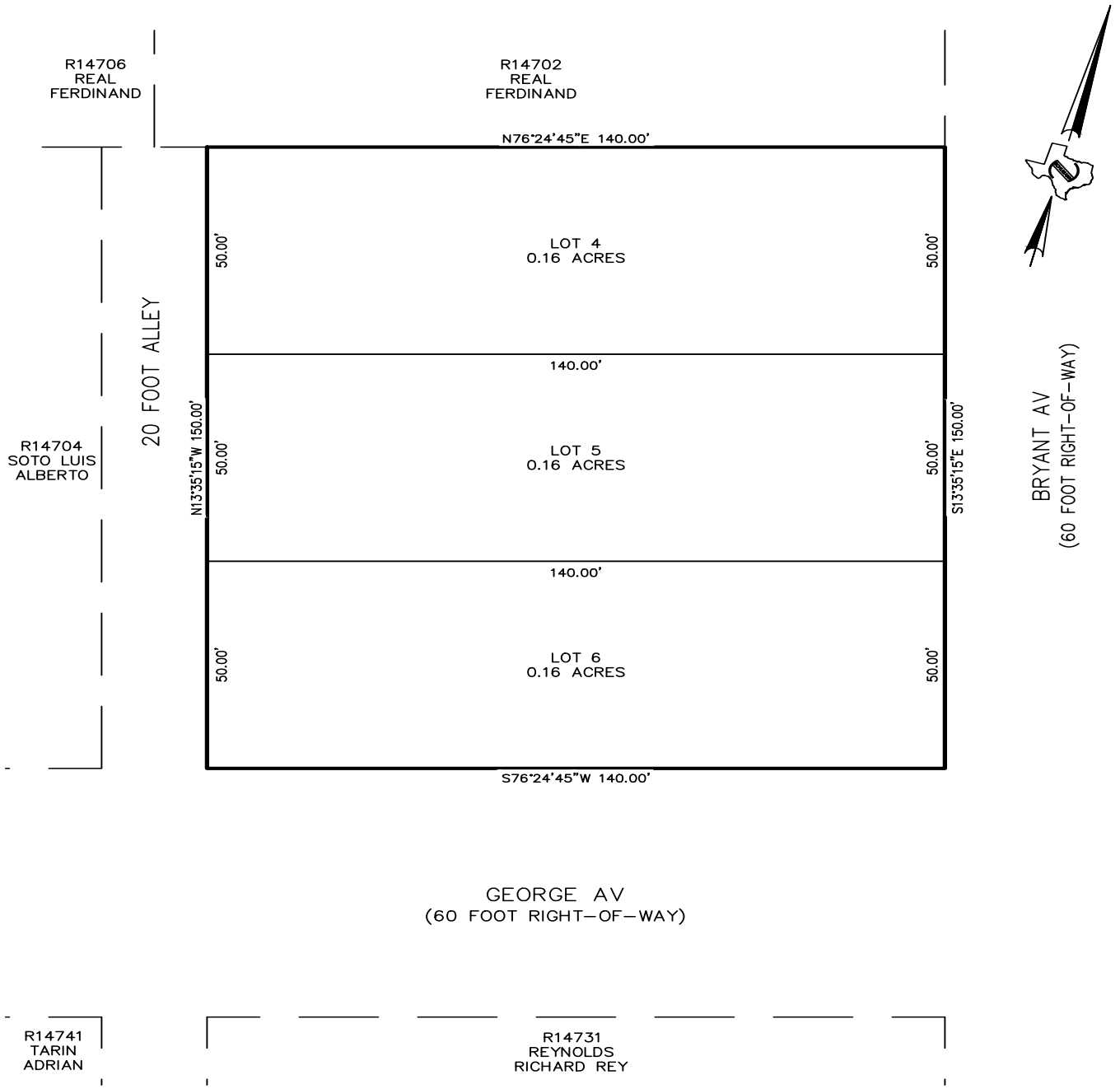
_____
Marcia Bentley-German, City Secretary

APPROVED AS TO CONTENT
AND COMPLETENESS:

_____
Elizabeth Triggs, Planning and Development Officer

APPROVED ONLY AS TO FORM:

_____
John Ohnemiller, City Attorney



DIMENSIONED SITE PLAN

LOTS 4, 5, AND 6

BLOCK 1, COWDEN ADDITION.

AND ADDITION TO THE CITY OF MIDLAND,

MIDLAND COUNTY, TEXAS.

April 9, 2024

SCHUMANN
SURVEYING, INC.
A LATERAL LAND COMPANY
800 N. MARIENFELD STREET
SUITE 100
MIDLAND, TEXAS 79701
TEXAS FIRM No. 10149500
Office (432) 684-5548

MIDLAND Planning Division

Zone Change/Planned District Amendment/Site Plan Approval

Project Number: _____

Case Number: _____

Applicant *(if acting as Agent, see affidavit on page 2)* Printed Name:		Phone ( ) Email	
Address	City	State	Zip

Property Owner Printed Name: Cannon Legacy Builders, LLC		Phone (432) 254-0321 Email ealeman@schumannonline.net	
Address 925 W. Bear Creek RD	City Glenn Heights	State TX	Zip 75154

Representative *(if different from Applicant or Property Owner)* Firm: Schumann Surveying Printed Name: Ed Aleman		Phone (432) 684-5548 Email ealeman@schumannonline.net	
Address 800 N. Marienfeld, Suite 100	City Midland	State TX	Zip 79701

Street Address: 2103 Bryant street

Legal Description
Lot: 4, 5, 6 Block: 1 Subdivision: Cowden Addition

Current Zoning: O1

Proposed Zone: TH
(List by tracts if more than one district is requested)

Reason for Zone Change Request: To build Townhouses

Present Use of Property: Vacant Lot

Proposed Use of Property: Townhouses

How would this zone change affect the public health, safety and welfare? NA

Describe how conditions affecting the property have changed since present zoning designation: NA

Submittal and Fees

Items to be submitted with this application form:

- Application Fee – Payable to the 'City of Midland'
- Dimensioned Site Plan
- Digital Copies of Site Plan (PDF/JPEG)

Signature *(by property owner only – authorized agent must sign affidavit below)*	
Applicant (signature):	Date:
Applicant (printed):	
Property Owner (signature): CANNON LEGACY BUILDERS, LLC	Date: 01/24/24
Property Owner (printed) : CANNON LEGACY BUILDERS, LLC	

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 Cannon Legacy, 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.

Edward J. Kleman
Authorized Agent (*signature*)

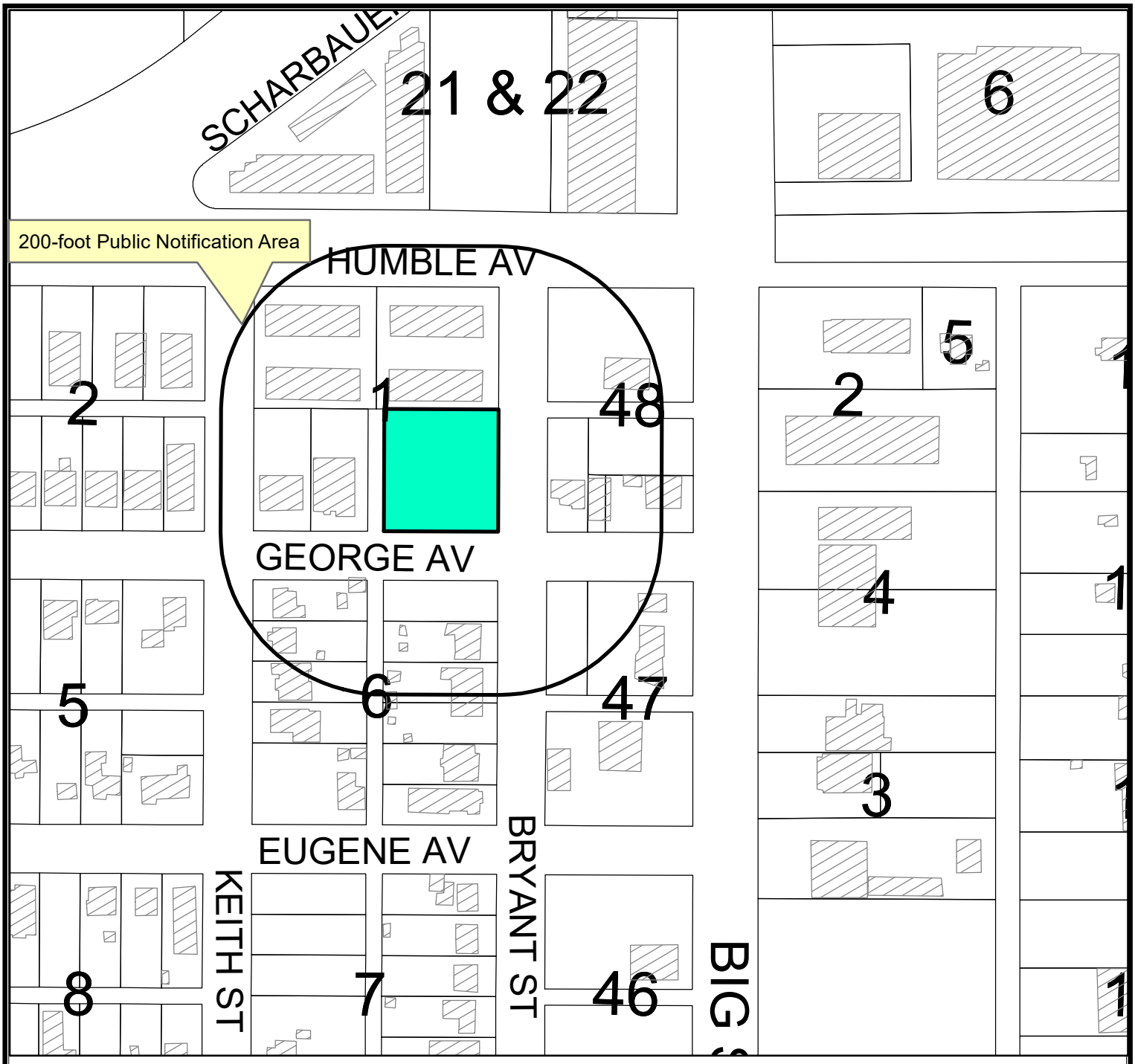
Subscribed and sworn to before me, this 25th day of January, 2024, to certify which witness my hand and seal of office.

Hunter
NOTARY PUBLIC, MIDLAND COUNTY, TEXAS

HUNTER WAYNE HALL
Notary Public, State of Texas
Comm. Expires 06-05-2024
Notary ID 132509132

FOR OFFICE USE ONLY	
☐ Property Owner Authorization	☐ Dimensioned Site Plan
☐ Application Fee Check # 1126	☐ Plans in Digital Format (PDF/JPEG)
Received By:	Date: FEB 05 2024

****Application will not be considered for scheduling until reviewed by a planner.****



LOCATION MAP

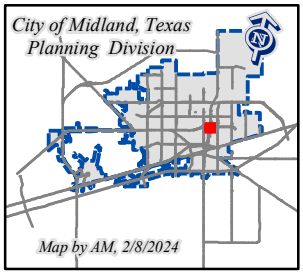
Z-24-0362 **Scale: 1" = 175'**

Consider a request by Schumann Surveying, for a zone change from O-1, Office District, to TH, Townhouse District, for Lots 4, 5, and 6, Block 1 Cowden Addition, City and County of Midland, Texas.

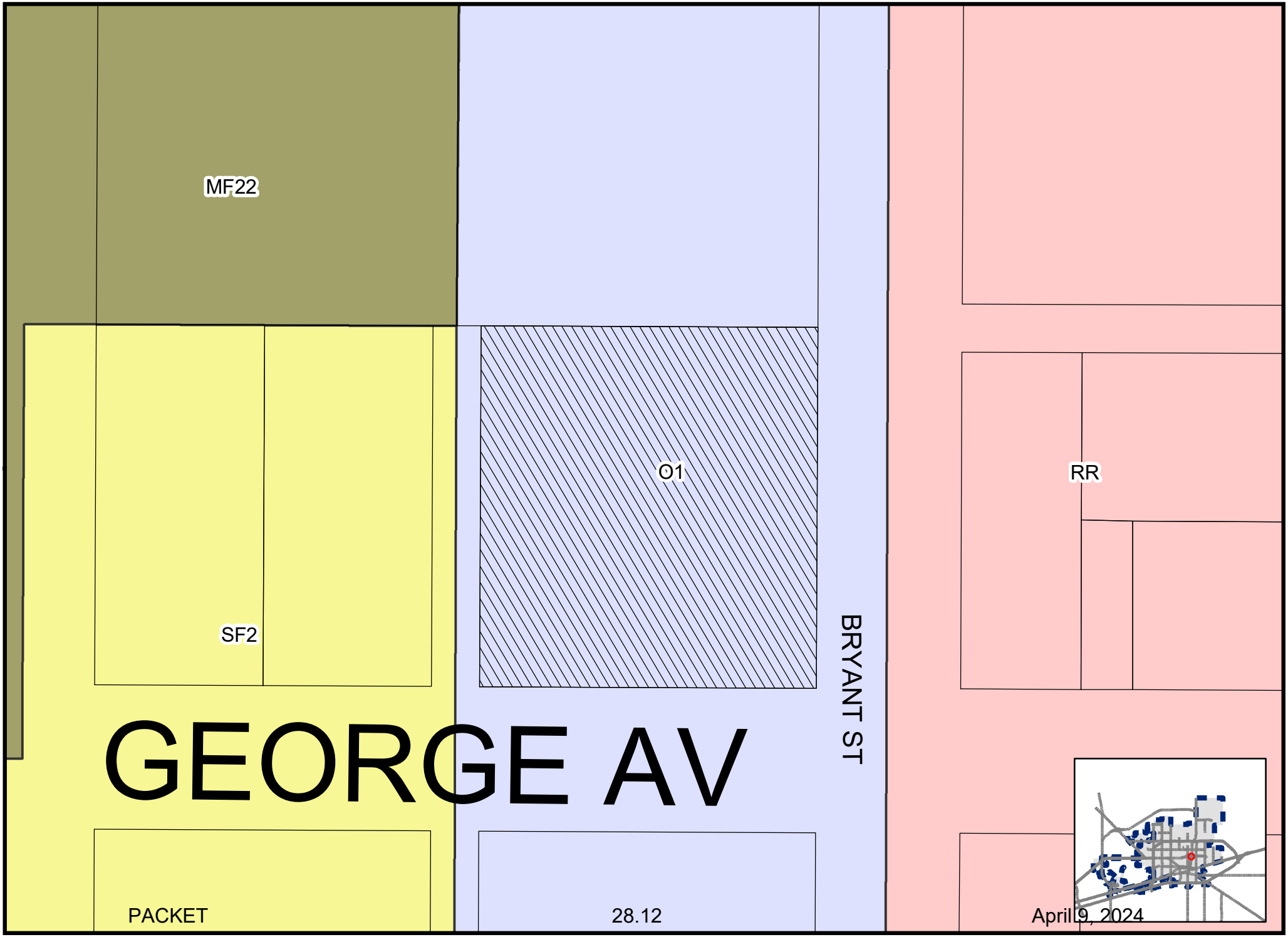
Generally located at the northwest corner of the intersection of George Avenue and Bryant Street. (Council District 3)

LEGEND

- CITY LIMITS
- PARCEL
- PRIVATE BLDGS



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THIS DATA IS NOT A SUBSTITUTION FOR A SURVEY NOR IS 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.



Map By AM, 2/8/2024

Z-24-0362

Scale: 1" = 75'

ZONING MAP

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406



City Council Meeting

Item Number: 29

Meeting Date: April 9, 2024

To: City Council / City Manager

From: Diana Geerts, Senior Planner

Subject: AN ORDINANCE GRANTING A SPECIAL EXCEPTION FOR LOTS 10, 11 AND 12, BLOCK 82, ORIGINAL TOWN ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED AT THE NORTHWEST CORNER OF THE INTERSECTION OF EAST INDIANA AVENUE AND SOUTH FORT WORTH STREET), BY PERMITTING A REDUCED MINIMUM FRONT YARD SETBACK AND A REDUCED MINIMUM SIDE YARD SETBACK ON THE WEST SIDE OF THE PROPERTY; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); ORDERING RECORDATION BY THE CITY SECRETARY IN THE DEED RECORDS OF MIDLAND COUNTY, TEXAS; AND ORDERING PUBLICATION (DISTRICT 2) (DEVELOPMENT SERVICES) (QUALITY OF LIFE AND PLACE)

Purpose:

The applicant, Danny Ybarra, is requesting a Special Exception from the City of Midland Zoning Ordinance, Section 5.04 – Residential Zoning District Dimensional Regulations Chart, to allow for a reduced front yard setback and a reduced side yard setback to accommodate an existing office building.

Recommended City Council Action:

Approve

Fiscal Impact:

No City funds are required to process this request.

Discussion:

The property is zoned LI, Light Industrial District. *Section 5.04 – Residential Zoning Regulations Dimensional Regulations Chart* lists the front yard setback for this zoning as fifteen feet and the side yard setback as five feet. The applicant is proposing a front setback of five feet and side yard setback of three feet. Therefore, they are requesting this special exception to proceed.

This request has been circulated to all pertinent City departments for review. Below are the departments' comments.

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, the 2015 International Fire Codes, local city ordinances, zoning requirements, established setbacks, oil and gas considerations, 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 the Applicant's information only.]

Transportation: (Approved with Conditions)

Sidewalks shall be constructed within all street rights-of-way adjacent to all lots or tracts, which were initially developed without sidewalks when subsequent development exceeds 25 percent of the existing floor area and also exceeds 1,000 square feet in floor area. On properties situated at the corner of intersections, sidewalks are required both on the front and side along the full length of the tract or lot involved on which development is being made and such sidewalks shall be connected to the street pavement. [Reference City Code Section 14-1-4(A)1.] Upgrade the existing driveway (laydown curb) along Indiana Avenue to meet current standards. The maximum permitted driveway width, according to the Access Management Manual, is 40 feet, with a spacing of 40 feet between driveways and a spacing of 60 feet from intersections to driveways. This conditional approval is only for the building setback and not the driveway or sidewalk.

Planning (Approved with Conditions):

Staff recommends approval of this special exception due to it being an existing building, subject to conditions A through C.

Condition:

A. **That the minimum front yard setback shall be zero feet (5').**

B. **That the minimum side yard setback shall be three feet (3').**

C. **That the locations of all structures on the Property shall significantly conform to the site plan, which is attached hereto as Exhibit "A" and incorporated herein for all purposes.**

Letters of Objection:

Staff has not received any letters of objection as of March 20, 2024.

Attachments:

Site Plan (Exhibit A)
Application
Maps

City Manager's Office

ORDINANCE NO. _____

AN ORDINANCE GRANTING A SPECIAL EXCEPTION FOR LOTS 10, 11 AND 12, BLOCK 82, ORIGINAL TOWN ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED AT THE NORTHWEST CORNER OF THE INTERSECTION OF EAST INDIANA AVENUE AND SOUTH FORT WORTH STREET), BY PERMITTING A REDUCED MINIMUM FRONT YARD SETBACK AND A REDUCED MINIMUM SIDE YARD SETBACK ON THE WEST SIDE OF THE PROPERTY; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); ORDERING RECORDATION BY THE CITY SECRETARY IN THE DEED RECORDS OF MIDLAND COUNTY, TEXAS; AND ORDERING PUBLICATION

WHEREAS, the City Council modified the authority of the Board of Adjustment in Title XI, Chapter 1, Section 7 ("Section 11-1-7") of the Midland City Code; and

WHEREAS, the Council finds that satisfactory evidence has been presented that the special exception authorized by the granting of this 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, 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

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, requests for special exceptions to the Zoning Ordinance are considered by the

CITY OF MIDLAND, TEXAS:

SECTION ONE. That a special exception is hereby granted for the property

described as Lots 10, 11 and 12, Block 82, Original Town Addition, City and County of

Midland, Texas (the "Property"). Said special exception shall allow a reduced minimum

A. That the minimum front yard setback shall be five feet (5').

B. That the minimum side yard setback on the west side of the Property shall be three feet (3').

C. That the locations of all structures on the Property shall significantlyconform

front yard setback and a reduced minimum side yard setback on the west side of the Property.

SECTION TWO. Said special exception is subject to the following special conditions:

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. That a site plan, which shall be attached hereto as Exhibit "A", is hereby incorporated herein for all purposes.

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., 2024; 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., 2024, at a regular

meeting of the City Council:

Council members voting "AYE":

Council members voting "NAY":

PASSED AND APPROVED THIS _____ day of _____, A.D., 2024.

_____

Lori Merritt Blong, Mayor

ATTEST:

_____

Marcia Bentley-German, City Secretary

APPROVED AS TO CONTENT

AND COMPLETENESS:

_____

Elizabeth Triggs, Planning and Development Officer

APPROVED ONLY AS TO FORM:

_____

John Ohnemiller, City Attorney

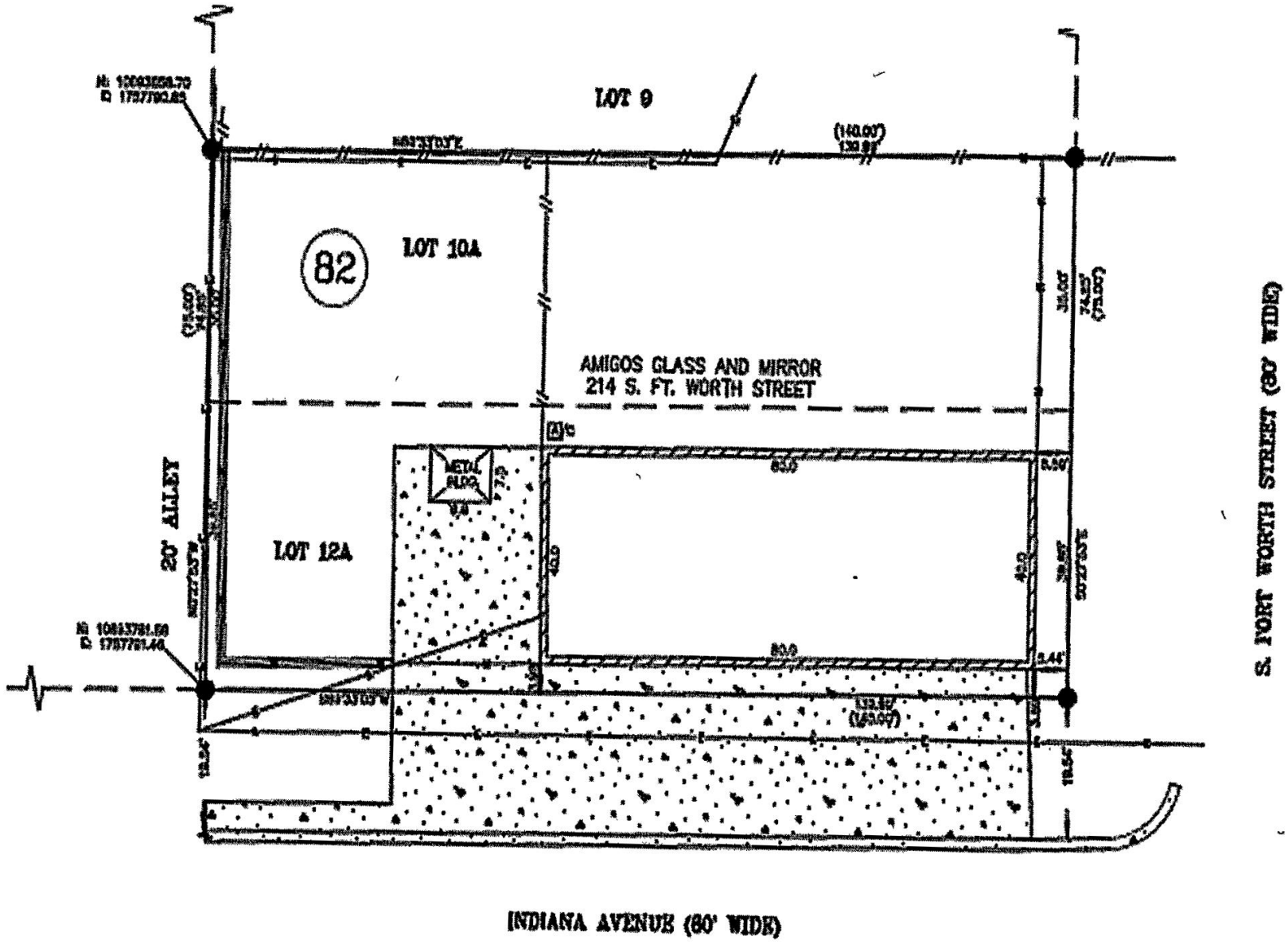
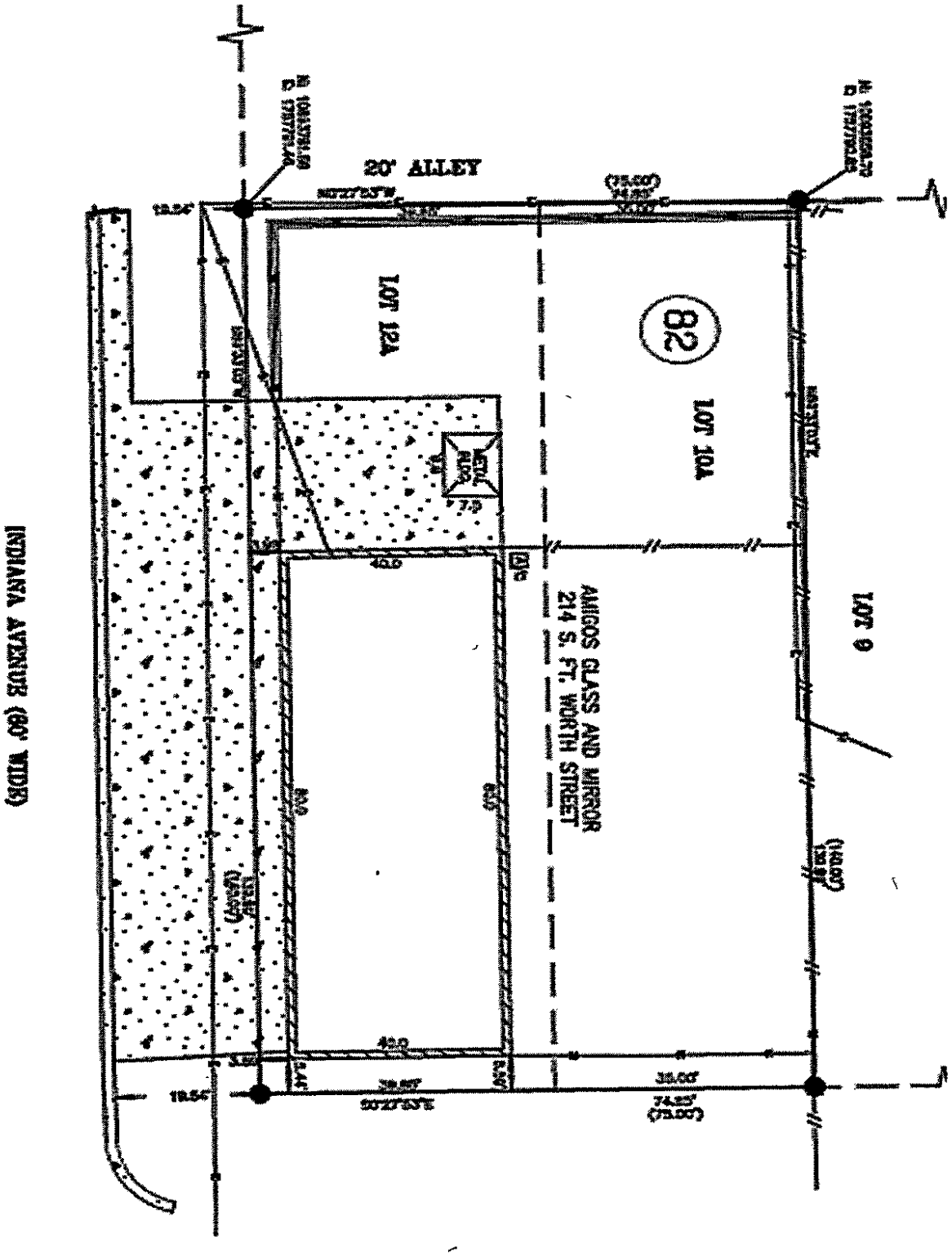

LOT 9
82
LOT 10A
AMIGOS GLASS AND MIRROR
214 S. FT. WORTH STREET
20' ALLEY
LOT 12A
METAL BLDG.
S. FORT WORTH STREET (80' WIDE)
INDIANA AVENUE (80' WIDE)

EXHIBIT "A"


20' ALLEY
LOT 12A
82
LOT 10A
LOT 9
AMIGOS GLASS AND MIRROR
214 S. FT. WORTH STREET
INDIANA AVENUE (80' WIDE)
S. FORT WORTH STREET (80' WIDE)

3/4

MIDLAND Planning Division

Special Exception Application

Project Number:_____

Case Number:_____

Applicant *(if acting as Agent, see affidavit on page 2)* Printed Name: Danny Barra		Phone (432) 212-8769 Email	
Address 3502 Cantello Trail	City Mid	State TX	Zip 07

Property Owner Printed Name: Same As Above		Phone ( ) Email	
Address	City	State	Zip

Representative *(if different from Applicant or Property Owner)* Firm: B&R Metal Bldgs Printed Name: Roger Wells		Phone (432) 620-0003 Email landrmetalbldgs@my grande.net	
Address Box 10006	City Mid	State TX	Zip 07

Street Address: 214 S Ft Worth

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:_____

_____

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):	Date:
Applicant (printed):	
Property Owner (signature): Donny Yoakum	Date: 3-3-24
Property Owner (printed) : Donny Yoakum	

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 March 3, 2024 who, being by me duly sworn, upon oath says: That (s)he is authorized by Donny Lee Yoakum, 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.

Donny Yoakum
Authorized Agent (*signature*)

Subscribed and sworn to before me, this 3 day of March, 2024, to certify which witness my hand and seal of office.

CAROL WELLS
Notary ID #11667528
My Commission Expires
November 14, 2024

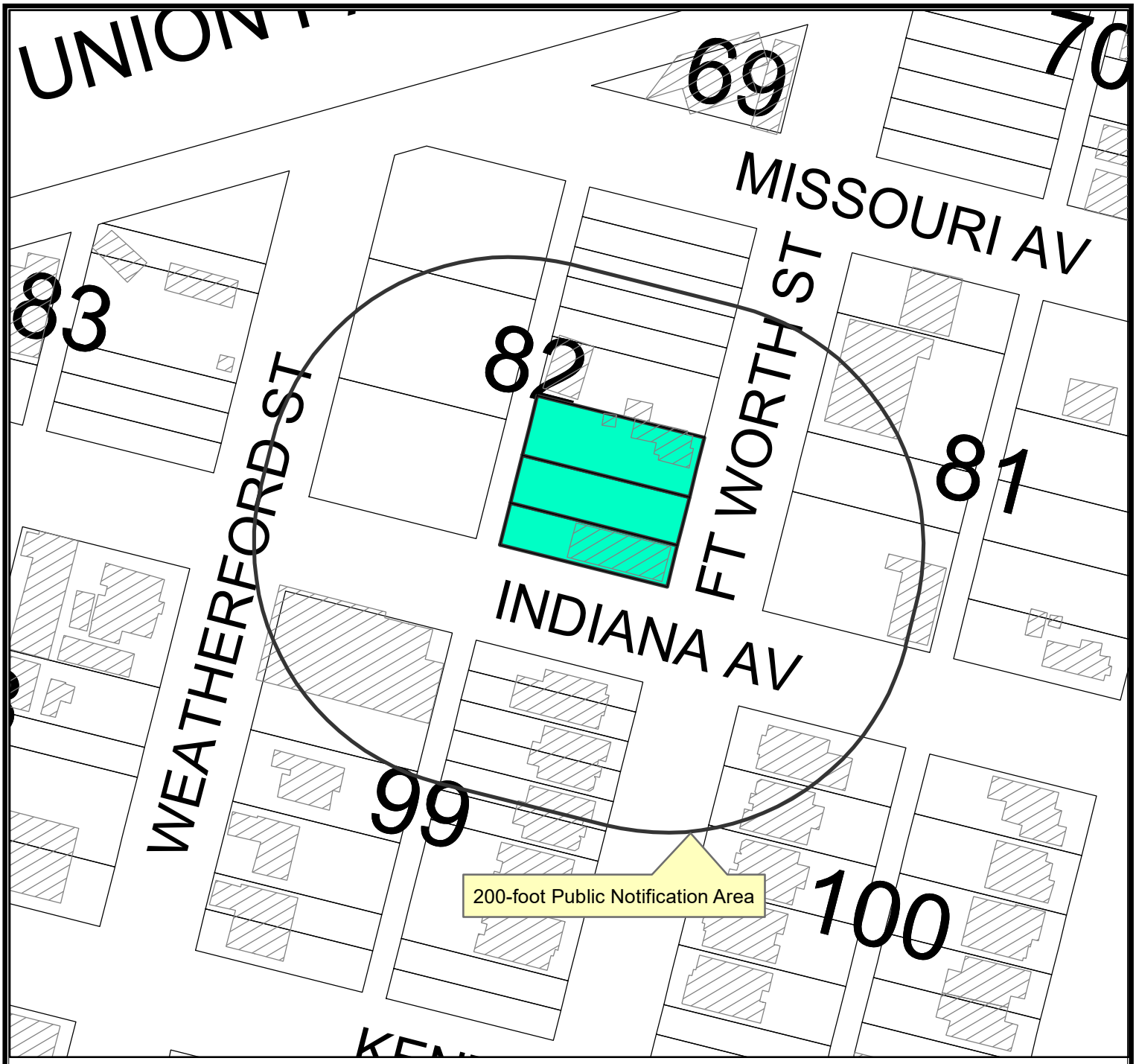
Carol Wells
NOTARY PUBLIC, MIDLAND COUNTY, TEXAS

FOR OFFICE USE ONLY

☑ Property Owner Authorization
☐ Application Fee
Check # 5811
☐ Dimensioned Site Plan
☐ Plans in Digital Format (PDF/JPEG)

Received By: DG
Date: RECEIVED MAR 06 2024

****Application will not be considered for scheduling until reviewed by a planner.****



Location Map

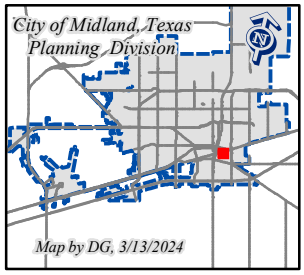
E-24-0120 **Scale: 1" = 115'**

Consider a request by Danny Ybarra for a Special Exception from the City of Midland Zoning Ordinance, Section 5.04 – Residential Zoning District Dimensional Regulations Chart, to allow a reduced minimum front yard setback, and reduced minimum side yard setback, on Lots 10, 11 & 12, Block 82, Original Town, City and County of Midland, Texas.

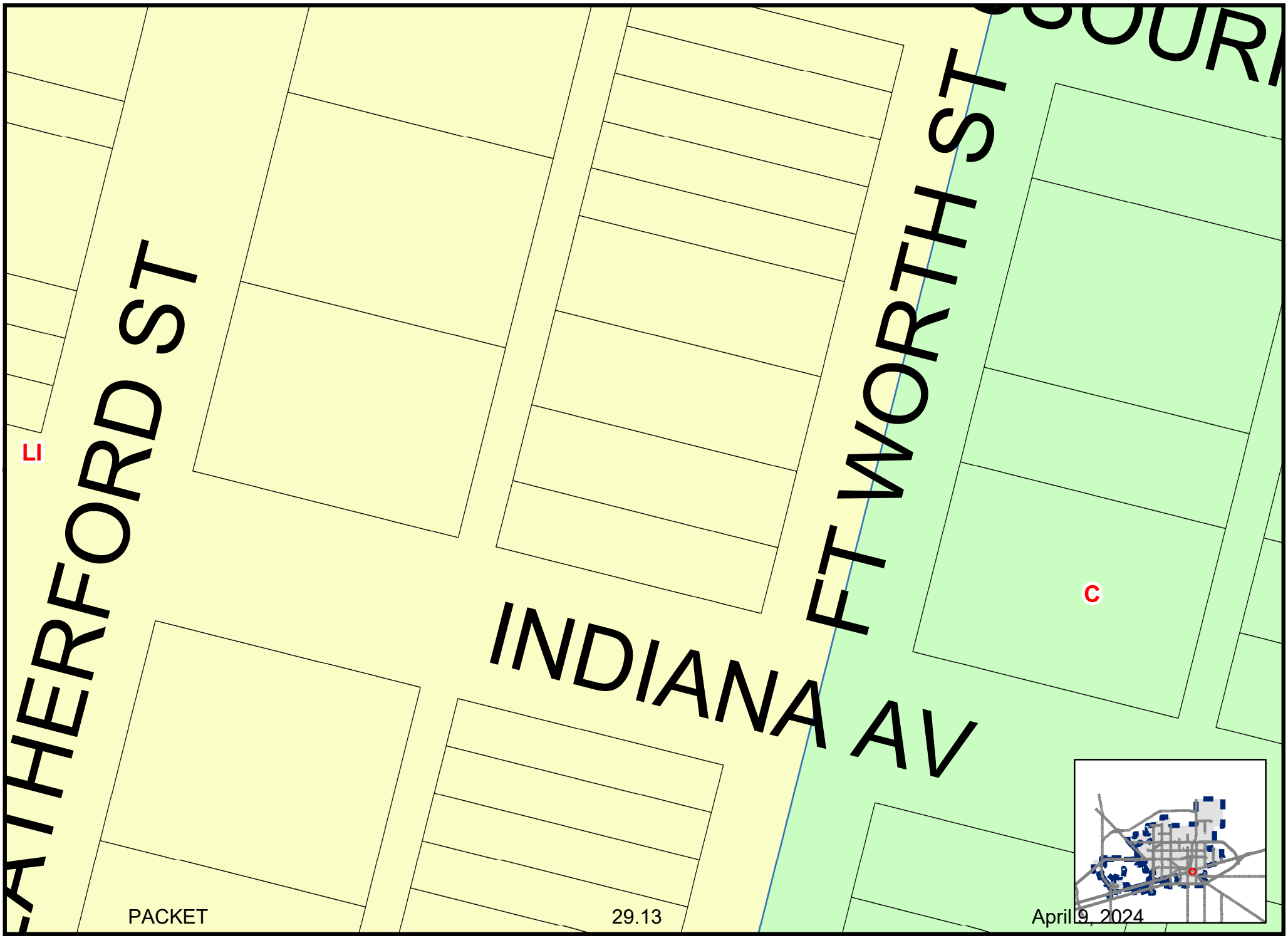
Generally located at the northwest corner of the intersection of East Indiana Avenue and South Fort Worth Street. (DISTRICT: 2)

LEGEND

- CITY LIMITS
- PARCEL
- PRIVATE BLDGS



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THE CITY OF MIDLAND SHALL NOT BE RESPONSIBLE FOR ANY DECISIONS BASED UPON THE USE OF THIS DATA.



Map By DG, 3/13/2024

E-24-0120

Scale: 1" = 50'

ZONING MAP

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City Council Meeting

Item Number: 30

Meeting Date: April 9, 2024

To: City Council / City Manager

From: Andrew Meyers, Planner

Subject: AN ORDINANCE GRANTING A SPECIAL EXCEPTION FOR LOT 15, BLOCK 1, SOLOMON ESTATES, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED ON THE NORTH SIDE OF CHARISMATIC DRIVE, APPROXIMATELY 350 FEET EAST OF SECRETARIAT STREET), BY PERMITTING AN INCREASED MAXIMUM NUMBER OF ACCESSORY BUILDINGS; 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) (QUALITY OF LIFE AND PLACE)

Purpose:

The applicant, Tom Loewen, on behalf of Matt Saulsbury, is requesting a special exception to increase the maximum allowable accessory buildings.

Recommended City Council Action:

Deny

Fiscal Impact:

This proposal does not have a significant financial impact to the City.

Strategic Priority:

(Quality of Life and Place)

Discussion:

The property is zoned AE, Agricultural Estate District. Per Section 4.09 – Accessory Buildings and Uses, the maximum allowable accessory buildings for lots ranging from 22,000 square feet to 5 acres, in total lot area, is three (3). The site plan shows that the proposed accessory structure would make five (5) accessory buildings including the three (3) existing that were permitted, one (1) existing that was not permitted, and the one (1) proposed. The four (4) existing structures include a gate house, pool, pool house, and canopy. Therefore, the applicant is requesting this variance to proceed with construction.

Recommended City Council Action:

Deny based on the fact that there is no hardship that would warrant a variance.

Fiscal Impact:

No City funds are required to process this request.

This request has been circulated to all pertinent City departments for review. Below are the departments' comments.

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, oil and gas considerations, and floodplain requirements if necessary. Code versions are subject to change depending on time of new code edition adoption in the City of Midland and date of permit application.

Engineering: (Approved)

No objection. [For Applicant's Information Only.]

Code Compliance: (Approved)

No Oil & Gas Issues.

Transportation: (Approved)

No additions or changes to site access are approved with plat or zoning review. Driveways or other access points are approved only with construction drawing review. [For the Applicant's information only.]

No objections to plat. [For the Applicant's information only.]

Planning (Denied):

There is no hardship that would warrant a special exception for the request. The house currently does have three (3) accessory buildings permitted and one (1) unpermitted.

Staff recommends denial of this request. However, should Council approve it, staff recommends that it be subject to conditions A through C.

Condition:

A. That the maximum number accessory buildings area coverage shall be five (5).

B. That the locations of all structures on the Property shall significantly conform to the site plan, which is attached hereto as Exhibit "A" and incorporated herein for all purposes.

C. All structures must be permitted.

Letters of Objection:

Staff has not received any letters of objection as of April 3, 2024.

Attachments:

Site Plan (Exhibit A)
Application
Maps
Aerial Photo
Site Photos

Jose E. Ort

City Manager's Office

ORDINANCE NO. _____

AN ORDINANCE GRANTING A SPECIAL EXCEPTION FOR LOT 15, BLOCK 1, SOLOMON ESTATES, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED ON THE NORTH SIDE OF CHARISMATIC DRIVE, APPROXIMATELY 350 FEET EAST OF SECRETARIAT STREET), BY PERMITTING AN INCREASED MAXIMUM NUMBER OF ACCESSORY BUILDINGS; 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 15, Block 1, Solomon Estates, City and County of Midland, Texas (the "Property"). Said special exception shall allow an increased maximum number of accessory buildings.

SECTION TWO. Said special exception is subject to the following special conditions:

A. That the maximum number of accessory buildings on the Property shall be limited to five.

B. That the locations of all structures on the Property shall significantly conform to the site plan, which is attached hereto as Exhibit "A" and incorporated herein for all purposes.

C. That all structures located on the Property must be permitted in accordance with applicable City ordinances.

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., 2024; 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., 2024, at a regular meeting of the City Council:

Council members voting "AYE":

Council members voting "NAY":

PASSED AND APPROVED THIS _____ day of _____, A.D., 2024.

_____
Lori Merritt Blong, Mayor

ATTEST:

_____
Marcia Bentley-German, City Secretary

APPROVED AS TO CONTENT
AND COMPLETENESS:

_____
Elizabeth Triggs, Planning and Development Officer

APPROVED ONLY AS TO FORM:

_____
John Ohnemiller, City Attorney



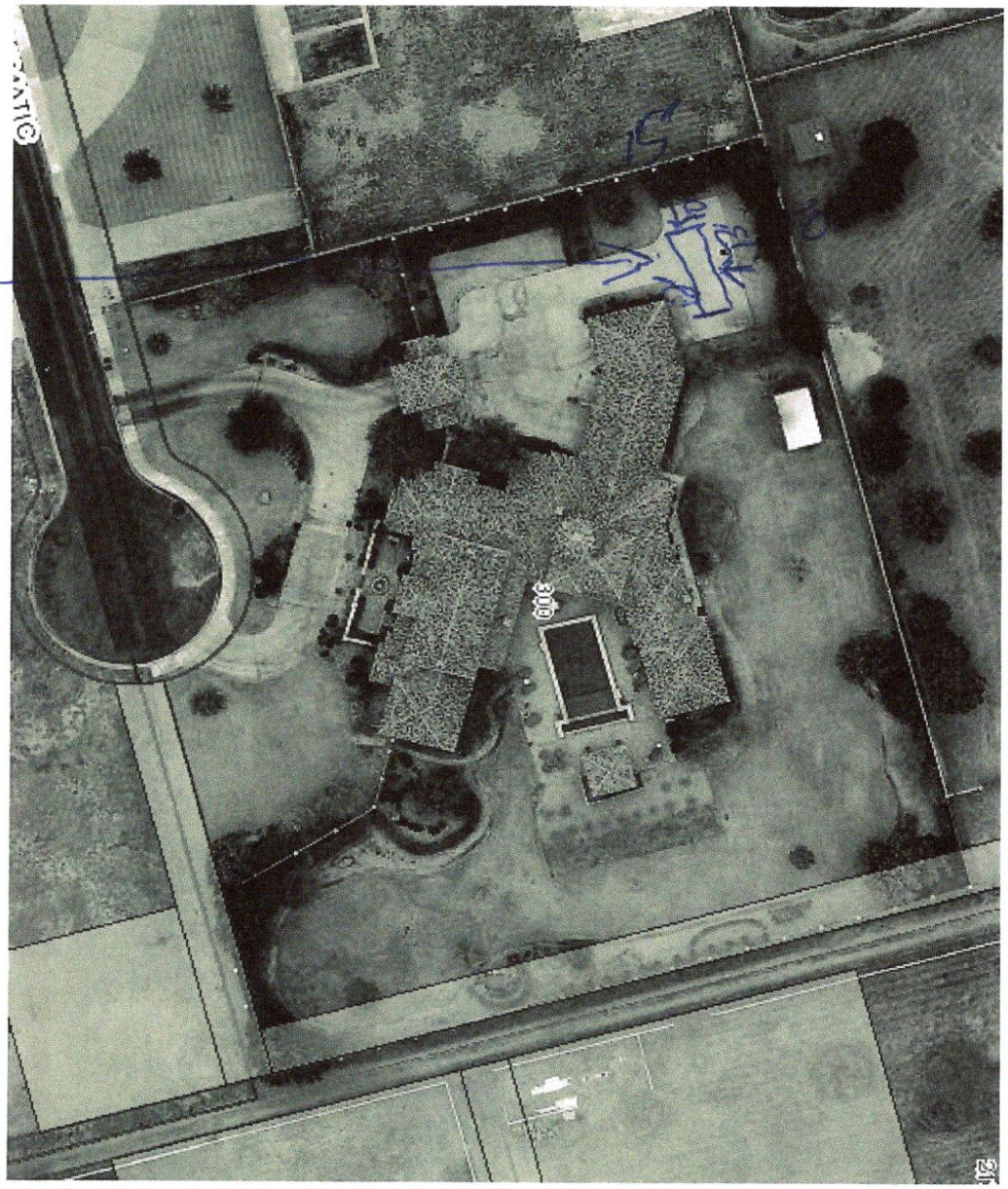
House 8400 sqft 300 charismatic Dr.
Shed 336 sq ft
Poolhouse 225 "
Gatehouse 345 "
New addition 2160 "

3 -

Special Exception required

EXHIBIT "A"

New Building

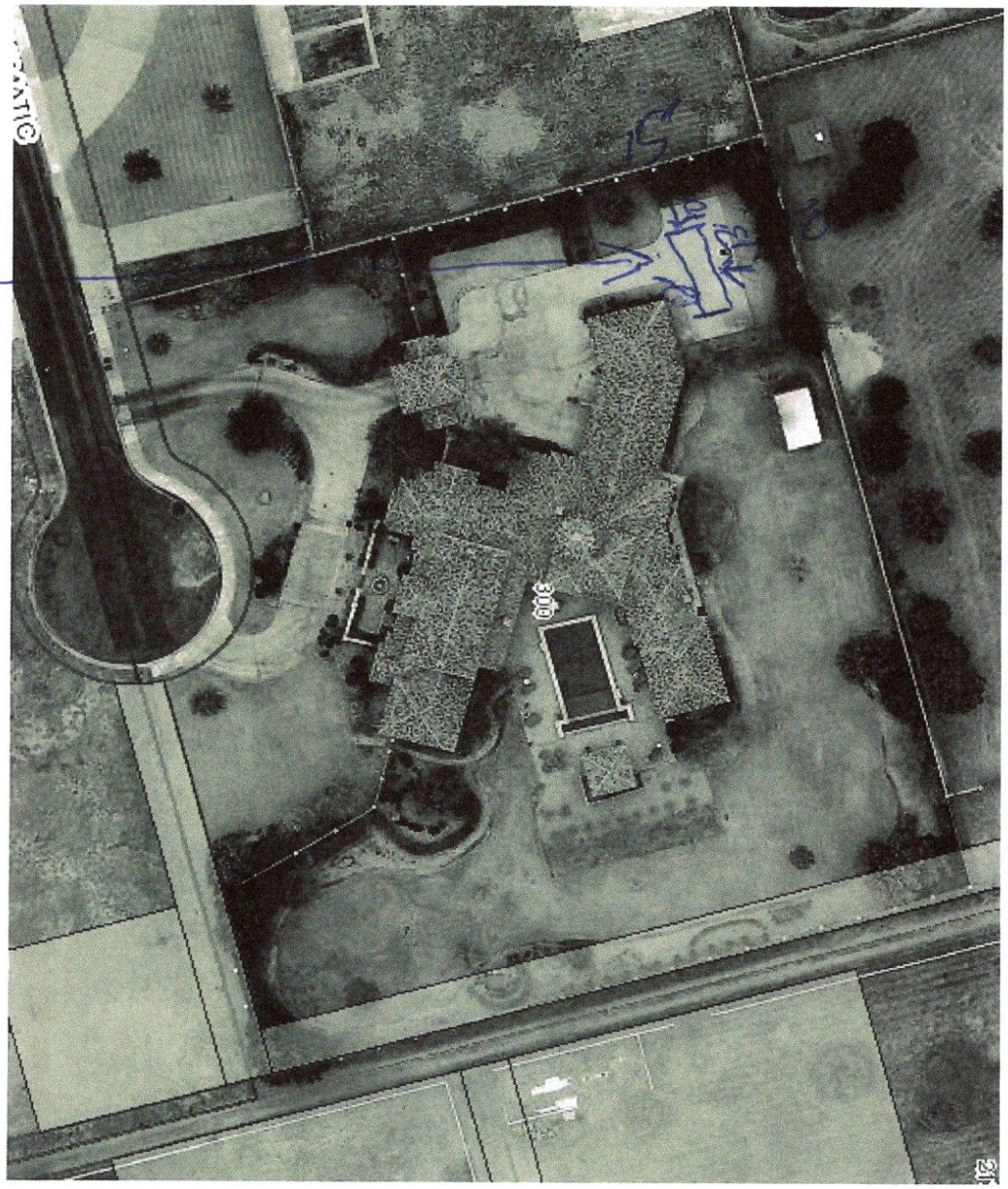




House 8400 sqft 300 Charismatic Dr.
Shed 336 sq ft 3-
Poolhouse 225 "
Gatehouse 345 "
New addition 2160 "

Special Exception required

New Building



MIDLAND
Planning Division

Special Exception Application

Project Number: _____

Case Number: _____

Applicant *(if acting as Agent, see affidavit on page 2)* Printed Name: Tom Loewen		Phone (432) 209-1146 Email teloewenbr@gmail.com	
Address 123 CR 404d	City Seminole	State Tx	Zip 79360

Property Owner Printed Name: Matt Saulsbury		Phone (432) 413-6574 Email matt@saulsbury.com	
Address 300 Charismatic Dr.	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: 300 CHARISMATIC DR.

Legal Description
Lot: 015 Block: ~~015~~ Subdivision: Solomon Estates

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: Erecting a building / Addition

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):	Date: 2-8-24
Applicant (printed): Tom Loewen	
X Property Owner (signature):	Date: 2-8-24
X Property Owner (printed): Matt Saulsbury	

The Special Exception shall be considered officially received in the Planning office only when it has been submitted in full compliance with the provisions of Section 212 of the Texas Local Government Code and the Zoning Code of Ordinances of the City of Midland and when such required items for the application are also received.

All materials, including exhibits, submitted in support of an application, or displayed during a public hearing, shall remain the property of the City of Midland.

If an agent is authorized by the property owner to file and execute the application on behalf of the property owner, the agent must complete the affidavit below.

STATE OF TEXAS
COUNTY OF MIDLAND

Before me, the undersigned authority, on this day personally appeared _____ who, being by me duly sworn, upon oath says: That (s)he is authorized by _____, the owner of the above described property, to fully represent him/her in this application and that (s)he had the legal right, power and authority to sign said owner's name hereto as his/her attorney in fact.

_____
Authorized Agent (*signature*)

Subscribed and sworn to before me, this _____ day of _____, 20 ___, to certify which witness my hand and seal of office.

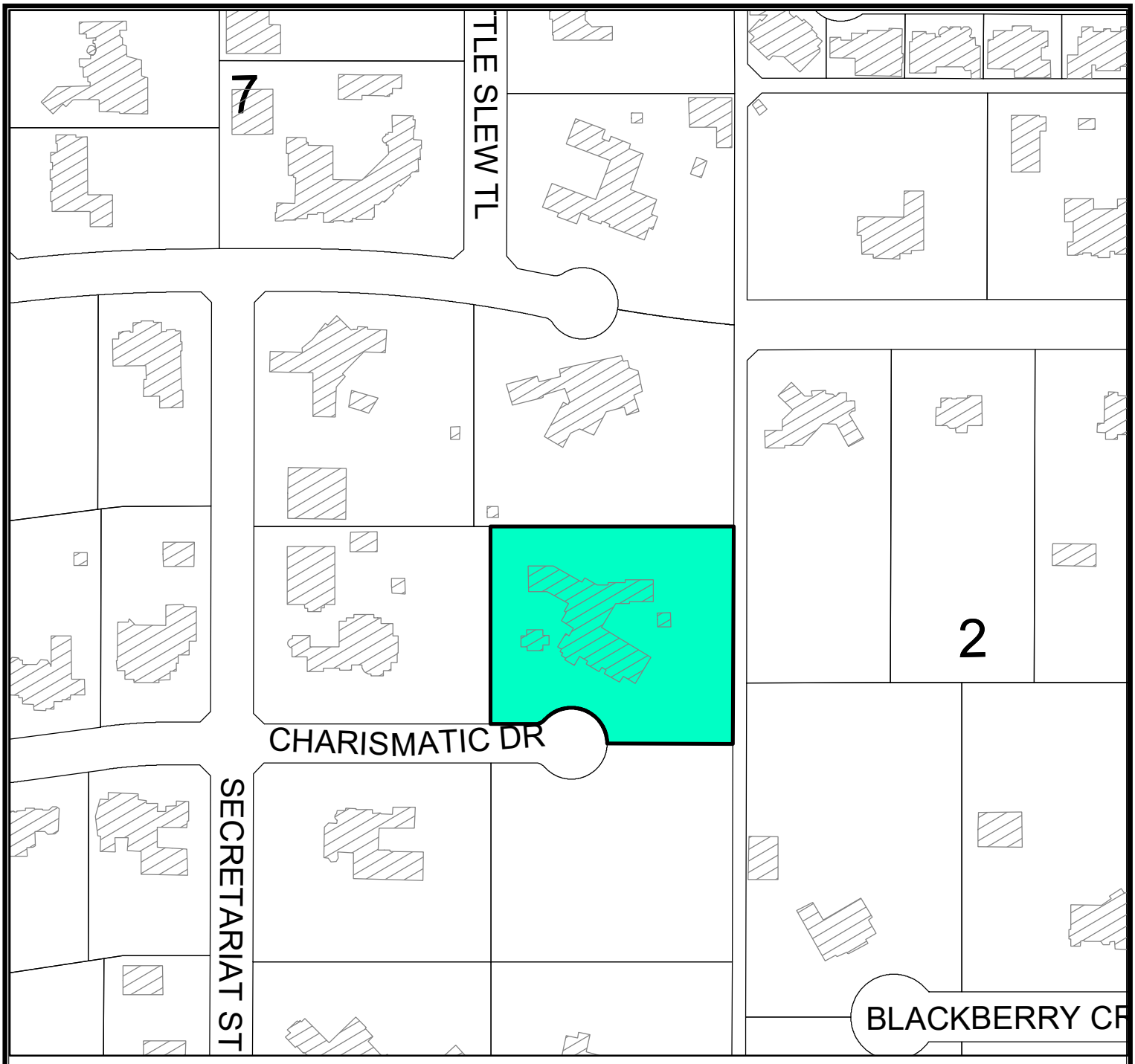
_____
NOTARY PUBLIC, MIDLAND COUNTY, TEXAS

FOR OFFICE USE ONLY

☑ Property Owner Authorization	☑ Dimensioned Site Plan
☑ Application Fee	☑ Plans in Digital Format (PDF/JPEG)
Check #_____	
Received By:	Date: 2

RECEIVED
FEB 20 2024
DM

****Application will not be considered for scheduling until reviewed by a planner.****



LOCATION MAP

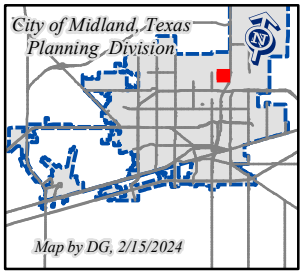
E-24-0116 **Scale: 1" = 200'**

Consider a request by Tom Loewen, on behalf of Matt Saulsbury, for a Special Exception from the City of Midland Zoning Ordinance, Section 4.09- Residential Accessory Buildings and Uses, to permit two (2) accessory structures that exceeds the maximum allowable accessory structures on Lot 15, Block 1, Solomon Estates, City and County of Midland, Texas.

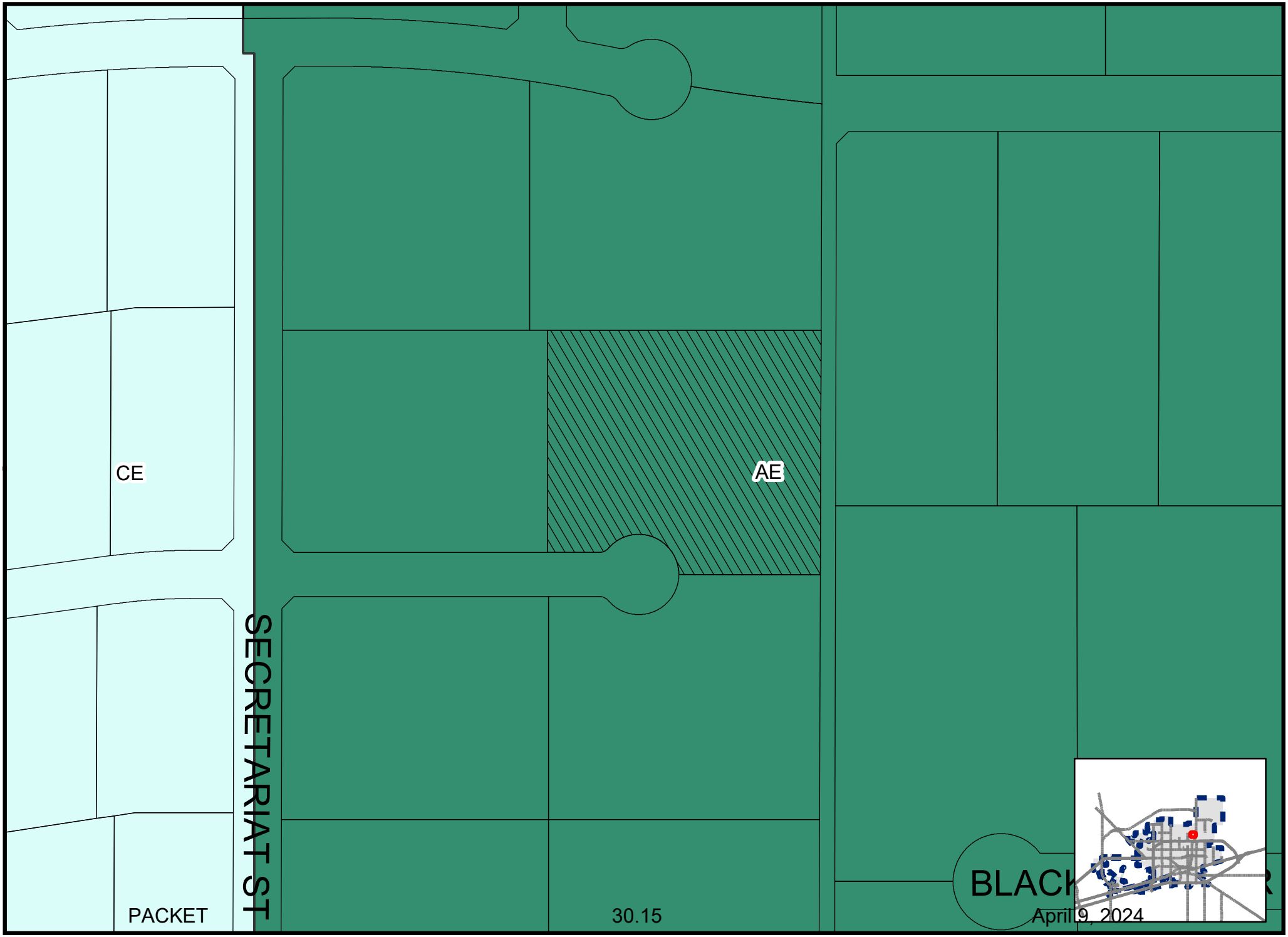
Generally located on the north side of Charasmatic Drive, approximately 350 feet east of Secretariat Street. (Council District 1)

LEGEND

- CITY LIMITS
- PARCEL
- PRIVATE BLDGS



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THE CITY OF MIDLAND SHALL NOT BE RESPONSIBLE FOR ANY DECISIONS BASED UPON THE USE OF THIS DATA.



Map By AM, 2/26/2024

E-24-0116

Scale: 1" = 150'

ZONING MAP

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1



City Council Meeting

Item Number: 31

Meeting Date: April 9, 2024

To: City Council / City Manager

From: Daniel Humbert, Planner

Subject: AN ORDINANCE GRANTING A SPECIAL EXCEPTION FOR LOT 77, BLOCK 4, QUAIL RUN ADDITION, SECTION 2, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED ON THE SOUTH SIDE OF THE WEST SIDE OF THE INTERSECTION OF BOBWHITE COURT AND BLUE QUAIL COURT), BY PERMITTING A REDUCED MINIMUM REAR YARD SETBACK AND REDUCED MINIMUM SIDE YARD SETBACKS ON THE EAST AND WEST SIDES OF THE PROPERTY; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); ORDERING RECORDATION BY THE CITY SECRETARY IN THE DEED RECORDS OF MIDLAND COUNTY, TEXAS; AND ORDERING PUBLICATION) (DISTRICT 1) (DEVELOPMENT SERVICES) (QUALITY OF LIFE AND PLACE)

Purpose:

The applicant, All American Construction on behalf of David Arrellano, is requesting a reduced minimum side and rear setback for an accessory building to build two storage sheds against the rear and side fences at 3209 Blue Quail Court.

Discussion:

The property is zoned SF-3, Single-Family Dwelling District. Per Section 4.09 – Accessory Buildings and Uses, the minimum side and rear setback for an accessory building on lots 7,500 square feet up to 21,999 square feet is 15 feet. The applicant is requesting to reduce the side and rear yard setbacks to zero feet to allow for the construction of two storage sheds, which would not meet the minimum requirements established by the zoning code.

Recommended City Council Action:

Deny, based on the fact that there is no hardship that would warrant a special exception, and

there is adequate space on the property to meet the minimum setbacks.

Fiscal Impact:

No City funds are required to process this request.

This request has been circulated to all pertinent City departments for review. Below are the departments' comments.

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, oil and gas considerations, and floodplain requirements if necessary. Code versions are subject to change depending on the time of new code edition adoption in the City of Midland and date of permit application.

Engineering: (Approved)

No objection. [For Applicant's Information Only.]

Code Compliance: (Approved)

No Oil and Gas Issues.

Transportation: (Approved)

No additions or changes to site access are approved with plat or zoning review. Driveways or other access points are approved only with construction drawing review. [For the Applicant's information only.] No objections to plat. [For the Applicant's information only.]

Planning (Denied):

There is no hardship that would warrant a special exception for the request. There is adequate space on the property to meet the side and rear yard setbacks.

Staff recommends denial of this request. However, should Council approve it, staff recommends that it be subject to conditions A through D.

Condition:

A. That the rear yard setback on the Property shall be zero feet.

B. That the minimum side yard setback on the east side of the Property shall be zero feet.

C. That the minimum side yard setback on the west side of the Property shall be zero feet.

D. That the locations of all structures on the Property shall significantly conform to the site plan, which is attached hereto as Exhibit "A" and incorporated herein for all purposes.

Letters of Objection:

Staff has not received any letters of objection as of April 1, 2024.

Attachments:

Site Plan (Exhibit A)
Application
Maps

City Manager's Office

ORDINANCE NO. _____

AN ORDINANCE GRANTING A SPECIAL EXCEPTION FOR LOT 77, BLOCK 4, QUAIL RUN ADDITION, SECTION 2, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED ON THE SOUTH SIDE OF THE WEST SIDE OF THE INTERSECTION OF BOBWHITE COURT AND BLUE QUAIL COURT), BY PERMITTING A REDUCED MINIMUM REAR YARD SETBACK AND REDUCED MINIMUM SIDE YARD SETBACKS ON THE EAST AND WEST SIDES OF THE PROPERTY; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); ORDERING RECORDATION BY THE CITY SECRETARY IN THE DEED RECORDS OF MIDLAND COUNTY, TEXAS; AND ORDERING PUBLICATION

WHEREAS, the City Council modified the authority of the Board of Adjustment in Title XI, Chapter 1, Section 7 ("Section 11-1-7") of the Midland City Code; and

WHEREAS, Section 11-1-7 provides for the consideration of requests for special exceptions to the Midland Zoning Ordinance; and

WHEREAS, the Council finds that satisfactory evidence has been presented that the use to be authorized by the granting of the special exception will not be detrimental to the health, safety, comfort and welfare of the occupants of the land area near the tract on which the use to be allowed by special exception will be located; and

WHEREAS, the Council finds that it is clearly and specifically authorized by the terms of Section 11-1-7 to grant such a special exception, and said exception will be in harmony with the general purposes and intent of the zoning provisions of the Midland City Code; and

WHEREAS, after a full and fair public hearing at which all parties in interest were offered an opportunity to be heard, all pursuant to law, the Council finds it to be in the public interest to grant a special exception to the Zoning 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 77, Block 4, Quail Run Addition, Section 2, City and County of Midland, Texas (the "Property"). Said special exception shall allow a reduced minimum rear yard setback and reduced minimum side yard setbacks on the east and west sides of the Property.

SECTION TWO. Said special exception is subject to the following special conditions:

A. That the minimum rear yard setback shall be zero feet (0').

B. That the minimum side yard setbacks on the east and west sides of the Property shall be zero feet (0').

C. That the locations of all structures on the Property shall significantly conform to the site plan, which is attached hereto as Exhibit "A" 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., 2024; 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., 2024, at a regular meeting of the City Council:

Council members voting "AYE":

Council members voting "NAY":

PASSED AND APPROVED THIS _____ day of _____, A.D., 2024.

_____
Lori Merritt Blong, Mayor

ATTEST:

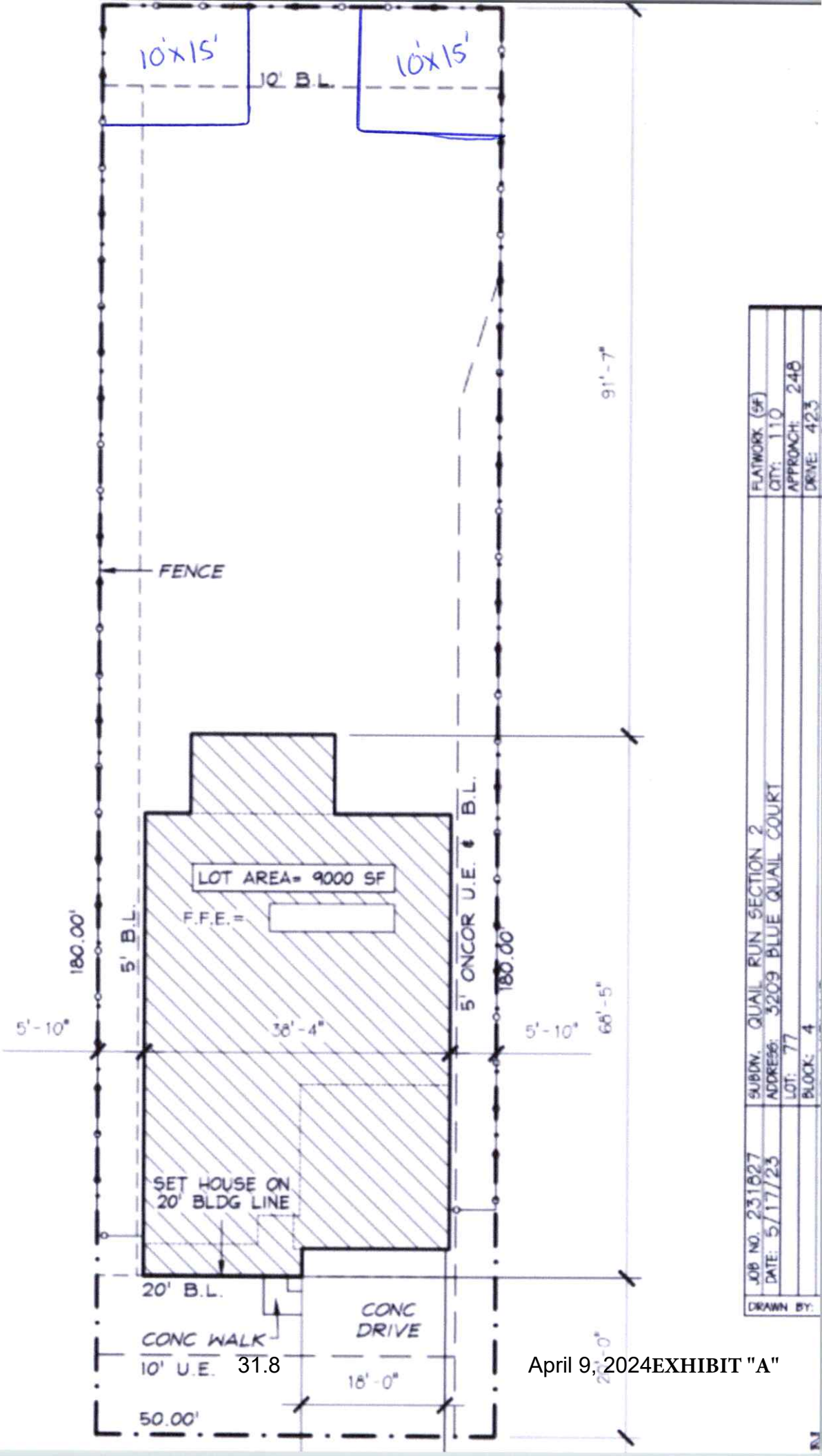
_____
Marcia Bentley-German, City Secretary

APPROVED AS TO CONTENT
AND COMPLETENESS:

_____
Elizabeth Triggs, Planning and Development Officer

APPROVED ONLY AS TO FORM:

_____
John Ohnemiller, City Attorney



3298 sq ft
building

JOB NO. 231827	SUBDIV. QUAIL RUN SECTION 2
DATE: 5/17/23	ADDRESS: 3209 BLUE QUAIL COURT
	LOT: 77
	BLOCK: 4
DRAWN BY:	

FLATWORK (SF)	
QTY: 110	
APPROACH:	248
DRIVE:	423

lidtown
ft. x 10-ft.

x 10 pies

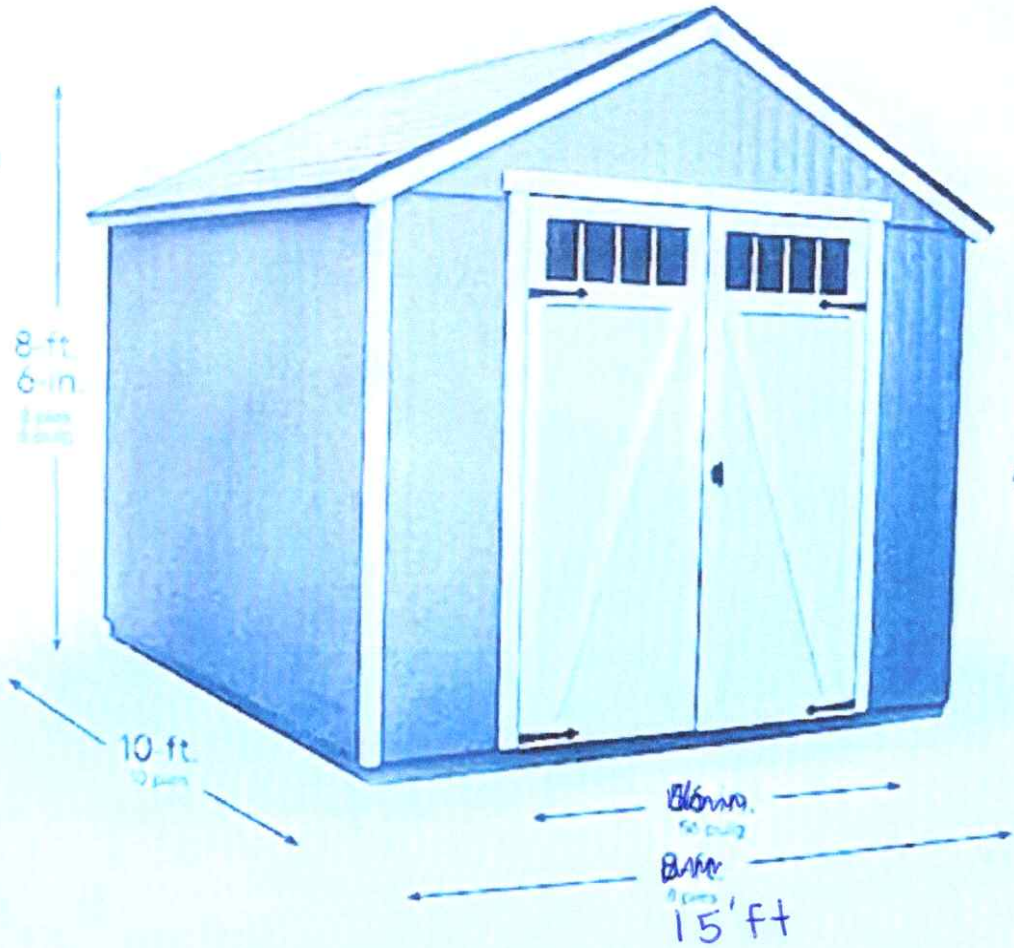
HEARTLAND

AMERICA'S #1 WOOD SHE

od Storage Shed Cobertizo de Madera

features
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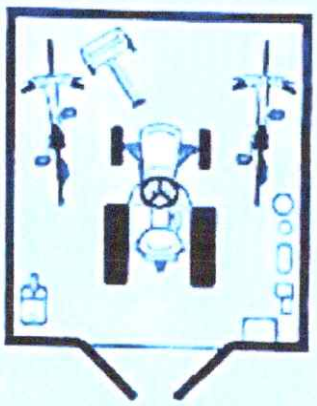
doors



Customize t
match your
Make it your own

Treated, fact
primed siding
Long-lasting pre
rot, decay and ins

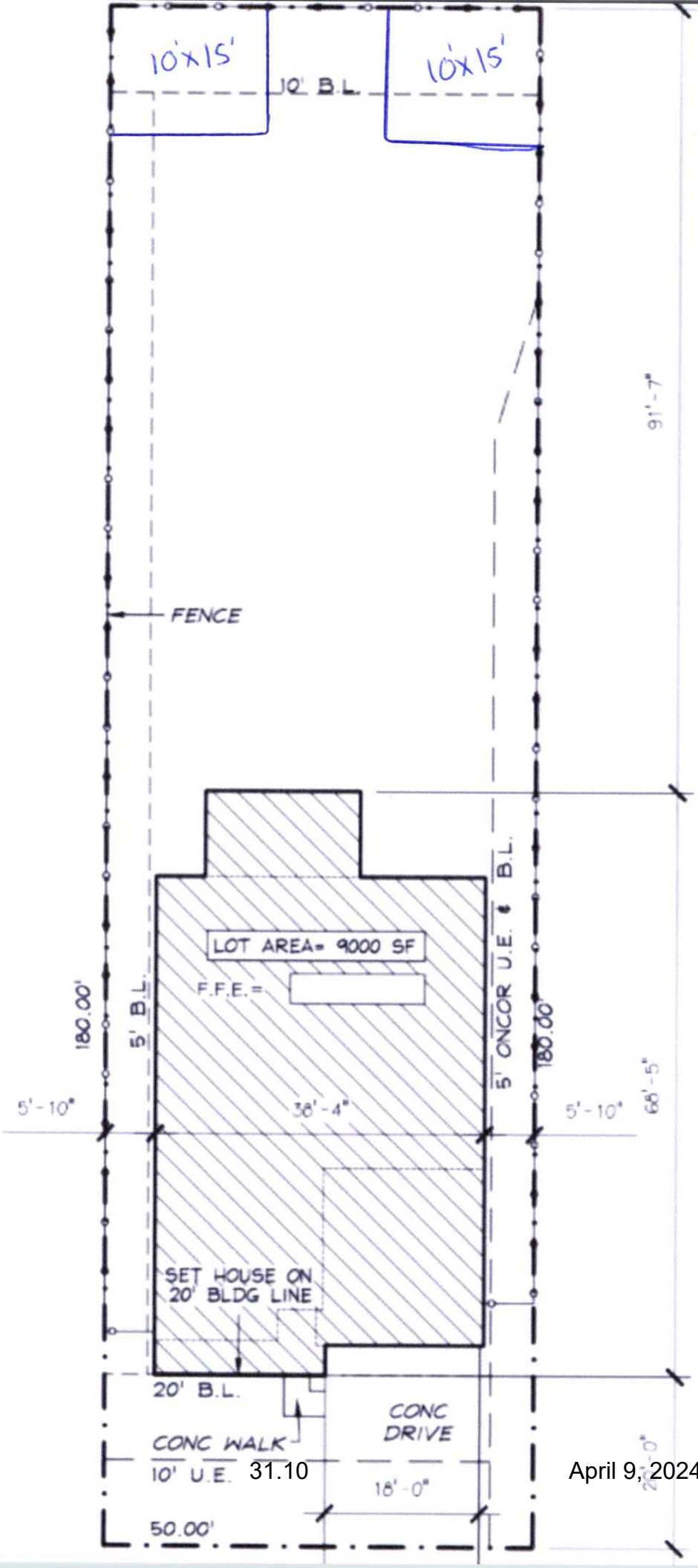
the entire
Storage
selection



10 yr
Limited material warranty

Maximum strength

Lockable doors



3298 sq ft
building

JOB NO. 231827	SUBDIV. QUAIL RUN SECTION 2
DATE: 5/17/23	ADDRESS: 3209 BLUE QUAIL COURT
	LOT: 77
	BLOCK: 4
DRAWN BY:	

FLATWORK (SF)	
QTY: 110	
APPROACH:	248
DRIVE:	423

MIDLAND
Planning Division

Special Exception Application

Project Number: _____

Case Number: _____

Applicant *(if acting as Agent, see affidavit on page 2)*			
Printed Name: David A. Arellano		Phone (916) 847-5205 Email	
Address 3209 Blue Quail Ct	City Midland	State TX	Zip 79705

Property Owner			
Printed Name: David A Arellano		Phone ( ) Email	
Address 3209 Blue Quail Ct	City Midland	State TX	Zip 79705

Representative *(if different from Applicant or Property Owner)*			
Firm: All American Construction Printed Name: Carlos Valdez		Phone (432) 853-2444 Email carlosvaldez3219@gmail.com	
Address 2604 Faulkner Dr	City Midland	State TX	Zip 79705

Street Address: 3209 Blue Quail Ct Midland, TX

Legal Description
Lot: 77 Block: 4 Subdivision: Quail Run Sect 2

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: Additional storage space is needed
~~Nee~~ Do not want 10 ft setback

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):	Date: 02/12/2024
Applicant (printed): DAVID A ARELLANO	
Property Owner (signature):	Date: 02/12/2024
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 Carlos Valdez who, being by me duly sworn, upon oath says: That (s)he is authorized by David Arellano, 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 16 day of February, 2024, to certify which witness my hand and seal of office.

Irais Valdez
My Commission Expires
1/25/2026
Notary ID
133552500

2/16/2024

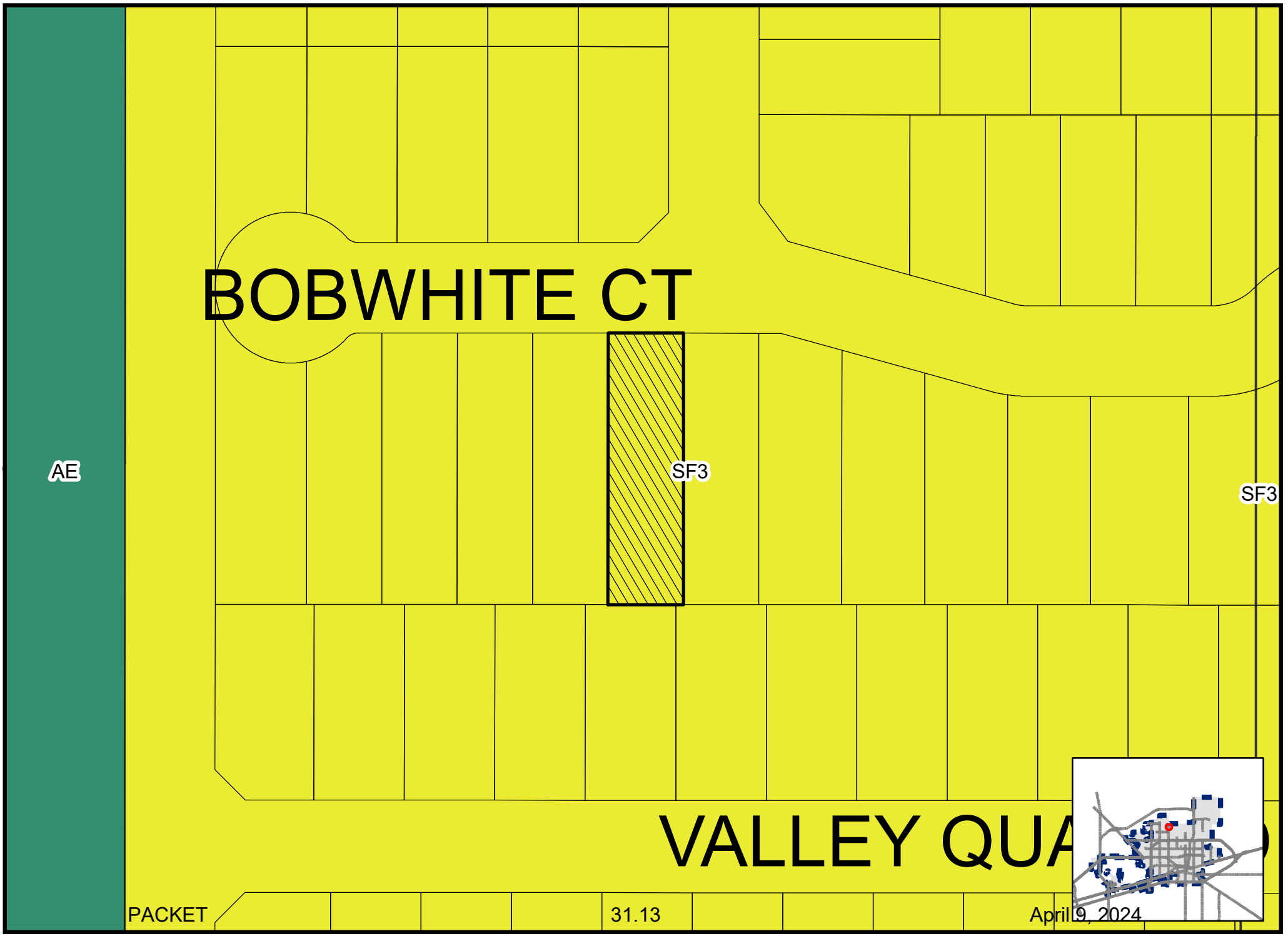
NOTARY PUBLIC, MIDLAND COUNTY, TEXAS

FOR OFFICE USE ONLY

☐ Property Owner Authorization	☐ Dimensioned Site Plan
☐ Application Fee	☐ Plans in Digital Format (PDF/JPEG)
Check #_____	
Received By:	Date: RECEIVED FEB 20 2024

DH

****Application will not be considered for scheduling until reviewed by a planner.****



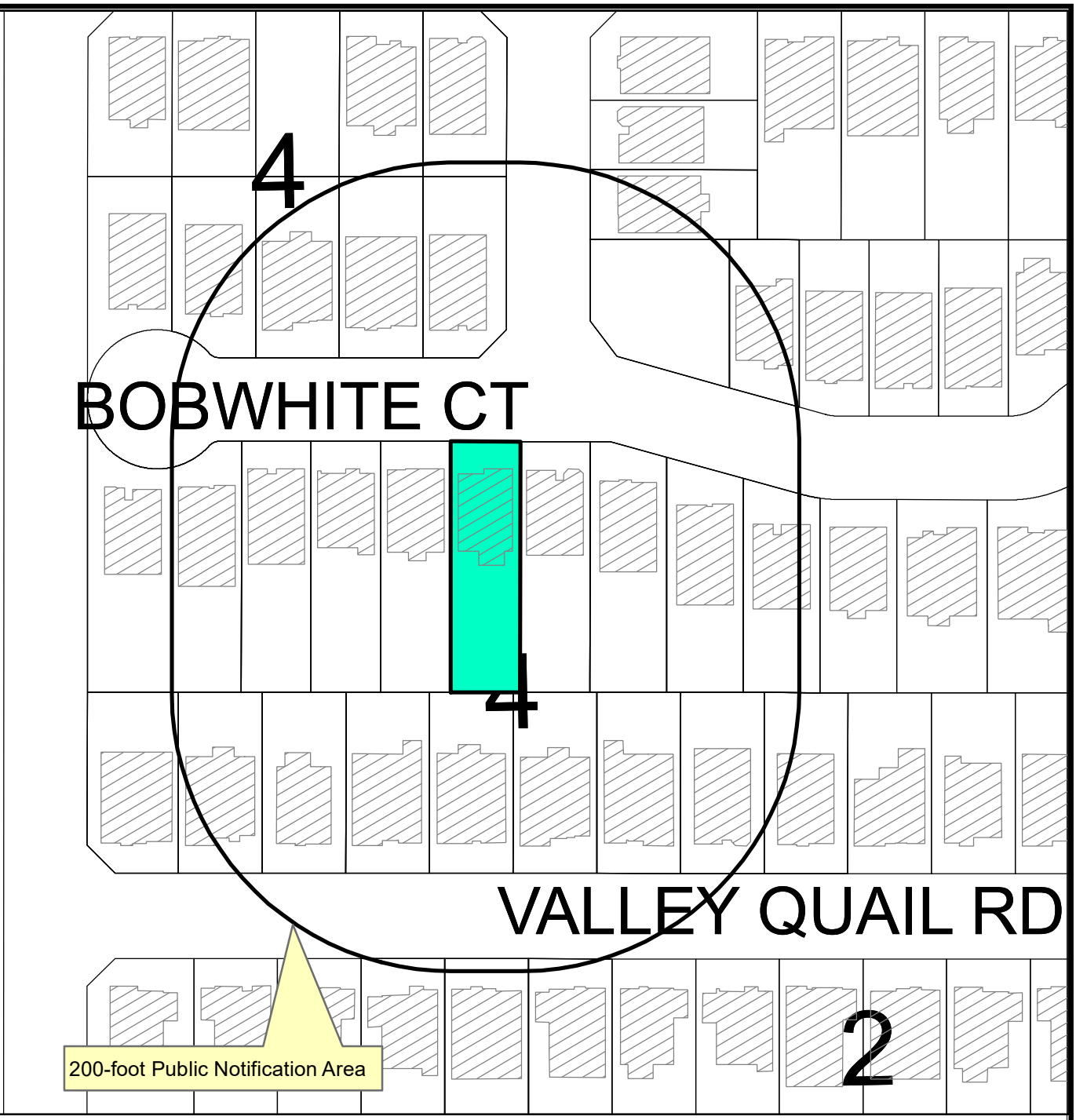
Map By DH, 3/7/2024

E-24-0118

Scale: 1" = 79.64'

ZONING MAP

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Location Map

E-24-0118

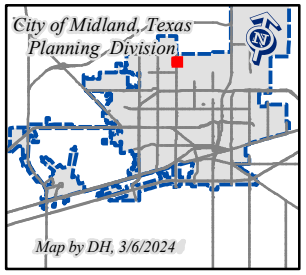
Scale: 1" = 108'

Consider a request by All American Construction for a special exception from the City of Midland Zoning Ordinance Section 4.09 – Accessory Buildings and Uses, to reduce the minimum side and rear setback for two accessory structures on Lot 77, Block 4, Quail Run, Section 2, City and County of Midland, Texas.

Generally located southwest of the intersection of Bobwhite Court and Blue Quail Court. (Council District 1)

LEGEND

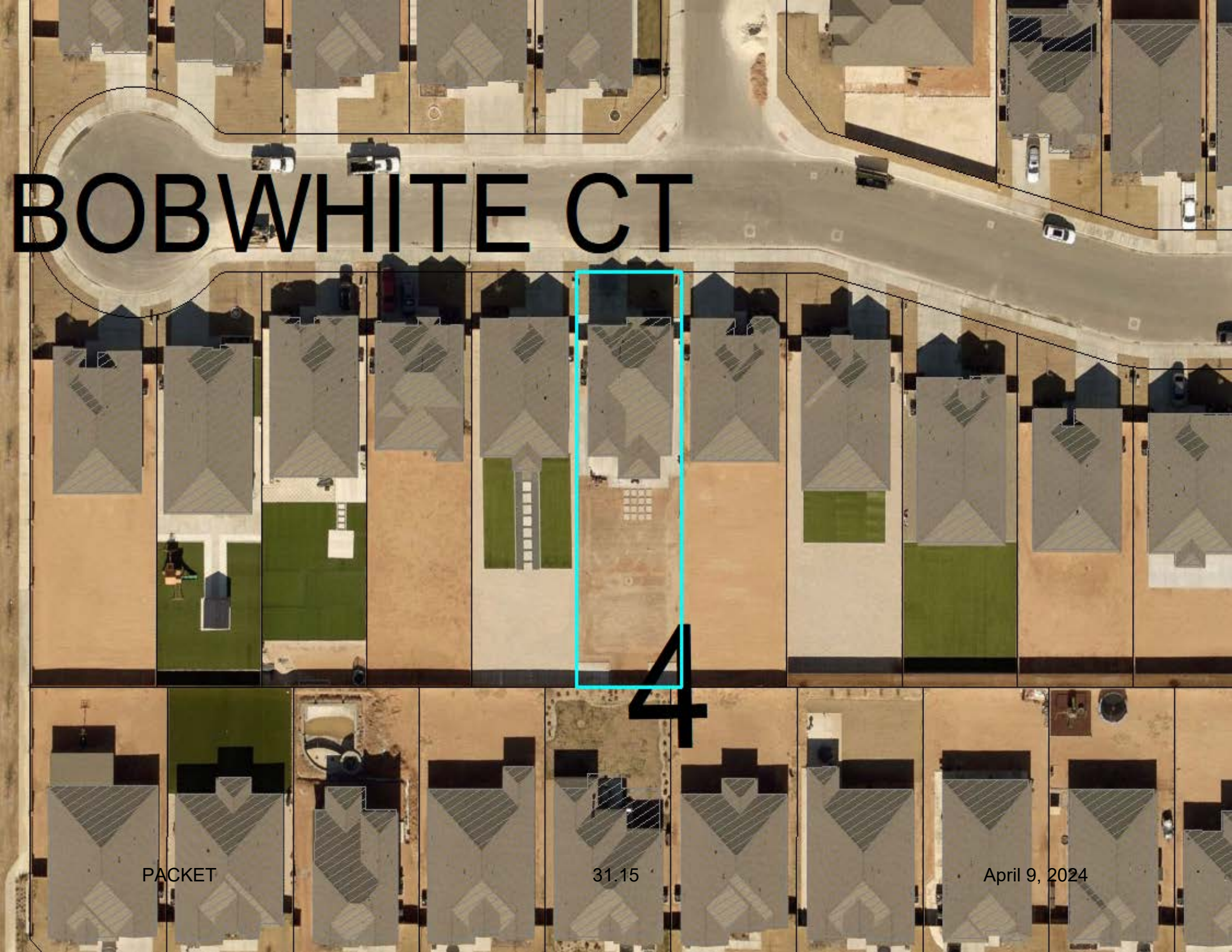
- CITY LIMITS
- PARCEL
- PRIVATE BLDGS



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BOBWHITE CT
4


3209

City Council Meeting

Item Number: 32

Meeting Date: April 9, 2024

To: City Council / City Manager

From: Landon Ochoa, Senior Planner

Subject: **RESOLUTION AUTHORIZING THE TEMPORARY USE OF LAND FOR A CARNIVAL ON LOT 9, BLOCK 17, SKYLINE TERRACE ADDITION, UNIT 7, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED ON THE SOUTH SIDE OF WEST LOOP 250 NORTH, APPROXIMATELY 485 FEET EAST OF BOULDER DRIVE) SUBJECT TO CERTAIN SPECIAL CONDITIONS AND RESTRICTIONS (DISTRICT 1) (DEVELOPMENT SERVICES) (QUALITY OF LIFE AND PLACE)**

Purpose:

Consider a request by Heart of America Shows for approval of a Temporary Land Use Permit for a carnival at 4511 N Midkiff Road.

Recommended City Council Action:

Approve

Fiscal Impact:

No City funds are required to process this request.

Strategic Priority:

Quality of Life and Place

Discussion:

Heart of America Shows is requesting a Temporary Land Use permit to have a carnival located on the above described property as seen on the attached site plan (Exhibit A). There will be no alcohol at this event. There will be music and at least two peace officers will be provided. There

will be six unisex restrooms provided. The restrooms inside the nearby mall will be available as well.

The event will last from

Tuesday, May 7 through May 9, 2024, from 9 a.m. to 4 p.m. (setup)
Friday, May 10, 2024, from 5 p.m. to 11 p.m.
Saturday, May 11 and Sunday May 12, 2024, from 1 p.m. to 11 p.m.
Monday, May 13 through Friday, May 17, 2024, from 5 p.m. to 11 p.m.
Saturday, May 18 and Sunday, May 19, 2024, from 1 p.m. to 11 p.m.
Monday, May 20, 2024 from 10 a.m. to 6 p.m. (tear-down)

This temporary land use permit for vendor markets is in compliance with Goal #2 of Chapter 7 of the Tall City Tomorrow Comprehensive Plan, which is to "create a 'cultural core' in Downtown Midland that is a living, working, and entertainment destination," as it provides an event that citizens and visitors of Midland can attend.

This request has been circulated to all pertinent City departments for review. Below are the departments's comments:

Engineering: (Approved)

No objections. [For the Applicant's information only.]

Transportation: (Approved)

No objections. [For the Applicant's information only.]

Fire: (Approved)

This event requires a site inspection by the fire department. Tent structure must meet all requirements of IFC 2015 ed. and NFPA fire retardant compliance. Food concessions are required to meet IFC 2015 ed. and local ordinances. Arts and crafts vendors may not use open flame devices without special inspection for each site. Fire extinguishers must be available at each vendor (2A-10BC min size). Immediate access to fire department connections shall be maintained at all times and without obstructions by fixed or moveable objects.

Building Code: (Approved)

No objections. All canopies, tents, and stages must be erected according to manufacturer's instruction and anchored down or tied down in a manner that prevents damage to other properties and helps to prevent a safety risk to other people in the event of adverse weather. All sanitary facilities must be maintained in a reasonable manner and easily located by the public.

Oil and gas: (Approved)

No Oil and Gas issues.

Planning:

Staff recommends approval of this request for a Temporary Land Use permit subject to conditions A through L:

A. That the day and hours of the Event shall be limited to:

May 10, 2024, from 5 p.m. to 11 p.m.;
May 11 - 12, 2024, from 1 p.m. to 11 p.m.;
May 13 - 17, 2024, from 5 p.m. to 11 p.m.; and
May 18 - 19, 2024, from 1 p.m. to 11 p.m.

B. That the days and hours of set-up and tear-down of the Event shall be limited to the following:

May 7 - 9, 2024, from 9 a.m. to 4 p.m.; and
May 20, 2024 from 10 a.m. to 6 p.m.

C. That the operation of the Event shall conform to the site plan, which is attached hereto as "Exhibit A" and incorporated herein for all purposes.

D. That carnival music shall be permitted during all operating hours of the Event.

E. That the sale and on-premises consumption of alcoholic beverages shall be prohibited.

F. That the Applicant shall provide a minimum of six (6) restrooms that shall be made available for use during all operation hours of the Event. The restrooms shall be maintained in a reasonable manner and shall be easily located by members of the public.

G. That the Applicant shall provide a minimum of two (2) peace officers during all operation hours of the Event.

H. That each tent, canopy, and booth shall be erected according to its manufacturer's instructions, including the use of tie-downs or anchors that will resist the local estimated wind load.

I. That the Event shall be operated in compliance with all requirements of the Fire Code. The Applicant shall call for an inspection by the Fire Marshal prior to commencing operation of the Event.

J. That the Applicant shall obtain approval from the Solid Waste Department for a refuse collection and clean-up plan prior to the Event.

K. That the Code Administration Division and the Planning Division shall be notified no later than 48 hours preceding the event.

L. That Applicant shall be responsible for ensuring that the conditions of this permit are observed.

Letters of Objection:

As of March 25, 2024, staff has not received any letters of objection.

Attachments:

Site Plan (Exhibit A)
Application
Location Map
Zoning Map
Aerial
Photo

José E. Ort

City Manager's Office

RESOLUTION NO. _____

RESOLUTION AUTHORIZING THE TEMPORARY USE OF LAND FOR A CARNIVAL ON LOT 9, BLOCK 17, SKYLINE TERRACE ADDITION, UNIT 7, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED ON THE SOUTH SIDE OF WEST LOOP 250 NORTH, APPROXIMATELY 485 FEET EAST OF BOULDER DRIVE) SUBJECT TO CERTAIN SPECIAL CONDITIONS AND RESTRICTIONS

WHEREAS, pursuant to Section 11.1.4.05 of the City Code of Midland, Texas, Robert Cory (the "Applicant") has applied for authorization to temporarily use Lot 9, Block 17, Skyline Terrace Addition, Unit 7, City and County of Midland, Texas (the "Property") for a carnival (the "Event"); and

WHEREAS, the Council finds and determines that such temporary use shall be allowed;

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

SECTION ONE. That the Applicant is hereby authorized by the City Council to temporarily use the Property for the Event subject to the following conditions and restrictions:

A. That the days and hours of operation of the Event shall be limited to the following:

May 10, 2024, from 5 p.m. to 11 p.m.;

May 11-12, 2024, from 1 p.m. to 11 p.m.;

May 13-17, 2024, from 5 p.m. to 11 p.m.; and

May 18-19, 2024, from 1 p.m. to 11 p.m.

B. That the days and hours of set-up and tear-down of the Event shall be limited to the following:

May 7-9, 2024, from 9 a.m. to 4 p.m.; and

May 20, 2024 from 10 a.m. to 6 p.m.

C. That the operation of the Event shall conform to the site plan, which is attached hereto as Exhibit "A" and incorporated herein for all purposes.

D. That carnival music shall be permitted during all operating hours of the Event.

E. That the sale and on-premises consumption of alcoholic beverages shall be

prohibited.

F. That the Applicant shall provide a minimum of six (6) restrooms that shall be made available for use during all operating hours of the Event. The restrooms shall be maintained in a reasonable manner and shall be easily located by members of the public.

G. That the Applicant shall provide a minimum of two (2) peace officers during all operating hours of the Event.

H. That each tent, canopy, and booth shall be erected according to its manufacturer's instructions including the use of tie-downs or anchors that will resist the local estimated wind load, or inspection by the Fire Marshal prior to commencing operation of the Event.

I. That the Event shall be operated in compliance with all requirements of the Department for a refuse collection and clean-up plan prior to operation of the Event.

J. That the Applicant shall obtain approval from the Solid Waste prior to operation of the Event.

K. That the Code Administration Division and the Planning Division shall be notified no later than 48 hours preceding operation of the Event.

L. That the Applicant shall be responsible for ensuring that the conditions herein are observed and satisfied.

SECTION TWO. That the City Council reserves at all times the full right and power to revoke said temporary use for violation of any of its terms or any misrepresentations contained in the application, after a hearing of which the holder of said temporary use has been given at least one (1) day notice.

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., 2024, by the following vote:

Council members voting "AYE":

Council members voting "NAY":

_____

Lori Merritt Blong, Mayor

ATTEST:

_____

Marcia Bentley-German, City Secretary

RECOMMENDED AND APPROVED:

_____

Tommy Gonzalez, City Manager

APPROVED AS TO CONTENT

AND COMPLETENESS:

_____

Elizabeth Triggs, Planning and Development Officer

APPROVED ONLY AS TO FORM:

_____

John Ohnemiller, City Attorney

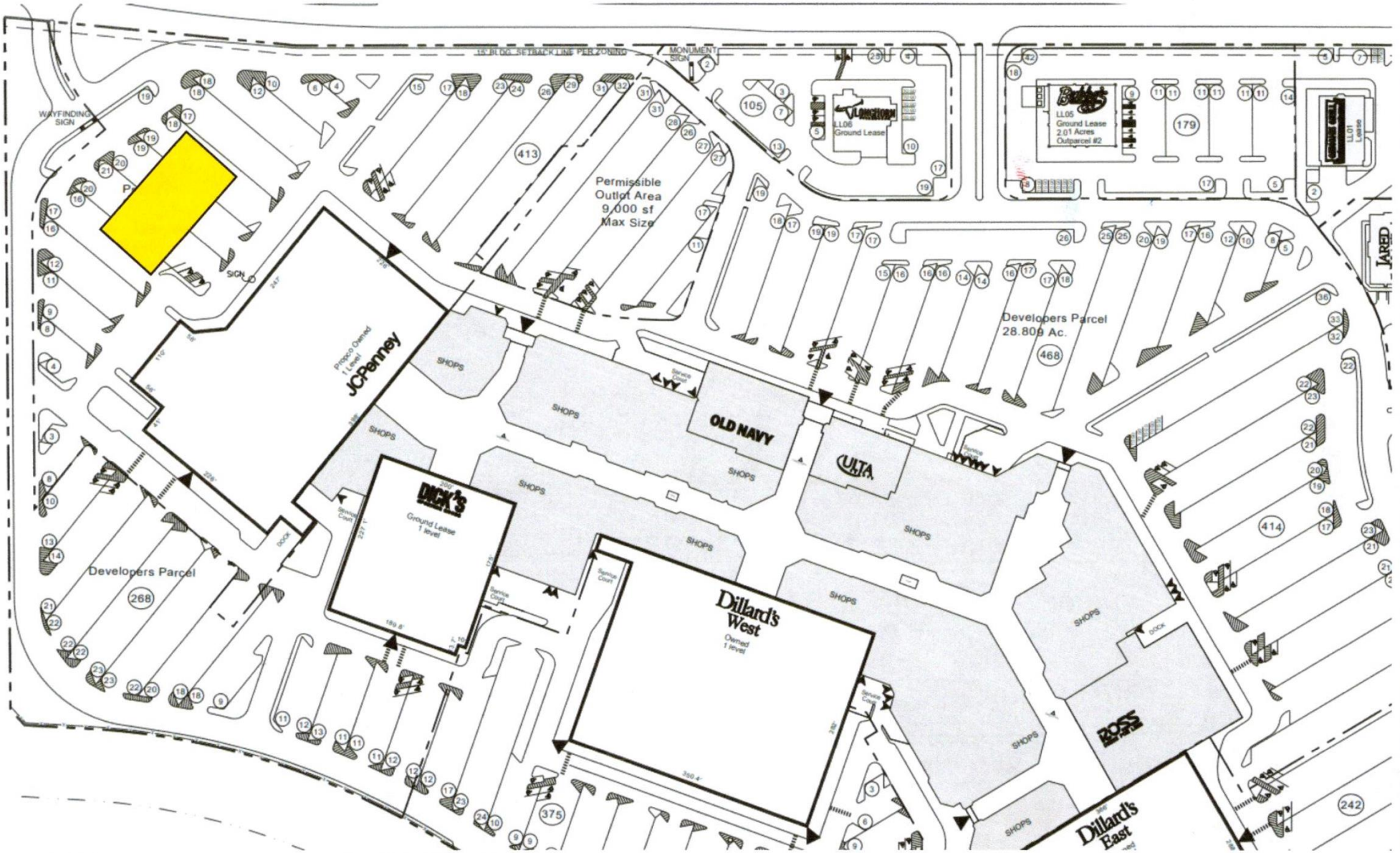
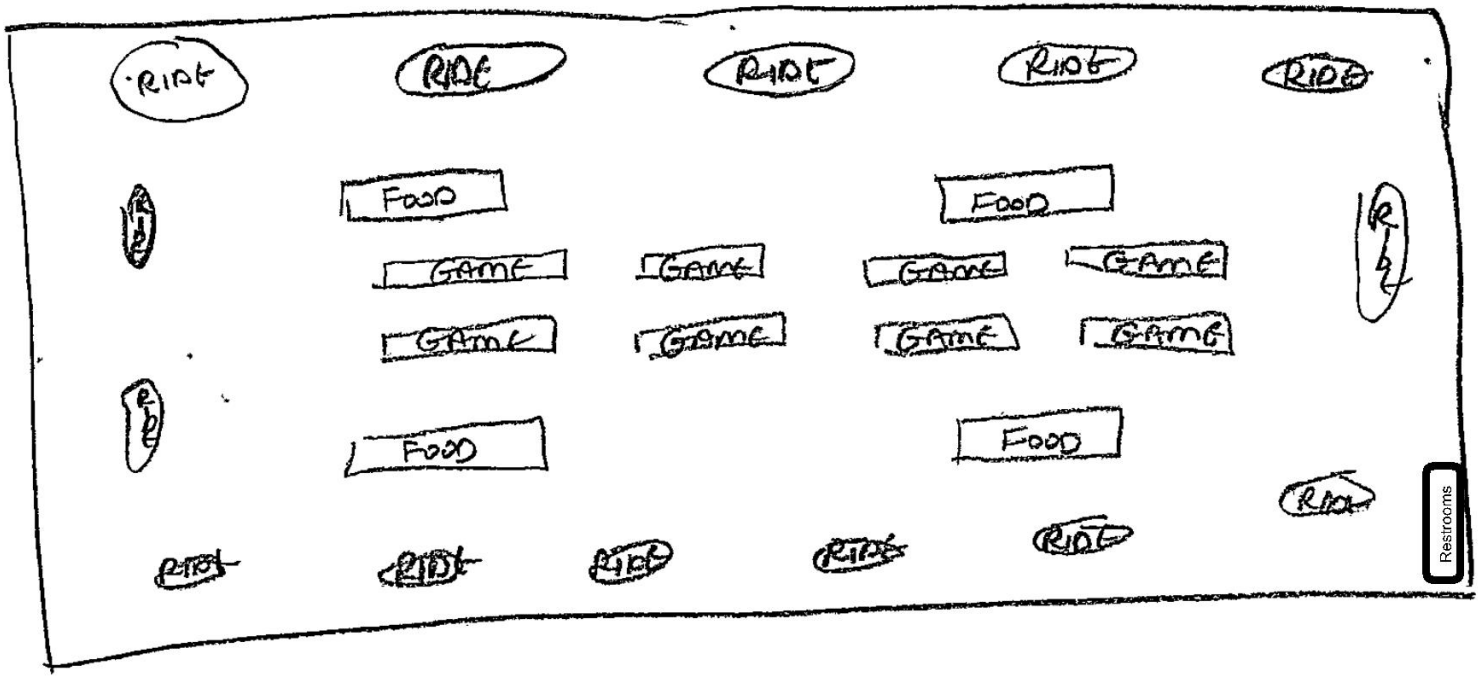

WAYFINDING SIGN
MONUMENT SIGN
LL06 Ground Lease
LL05 Ground Lease 2.01 Acres Outparcel #2
LL01 Lease
Permissible Outlot Area 9,000 sf Max Size
Developers Parcel 28.809 Ac.
Propco Owned 1 Level
JCPenney
SHOPS
OLD NAVY
ULTA
DICK'S
Ground Lease 1 level
Developers Parcel
Dillard's West
Owned 1 level
BOSS
Dillard's East
JARED
413
105
179
468
414
268
375
242

EXHIBIT "A"

MIDLAND PARK MALL
SPRING CARNIVAL



MIDLAND
Planning Division

Temporary Land Use Application

Project Number: _____

Case Number: _____

Event Name: Midland Park Mall Spring Carnival

Applicant *(if acting as Agent, see affidavit on page 2)* Printed Name: Robert Cory		Phone (713) 416-7461 Email heartofamericacarnival@hotmail.com	
Address 2315 S. 25th Street	City Harlingen	State TX	Zip 78550

Property Owner Printed Name: Simon Property Group		Phone (432) 694-1664 Email heather.anderson@simon.com	
Address 4511 N. Midkiff Rd	City Midland	State TX	Zip 79705

Representative *(if different from Applicant or Property Owner)* Firm: Heart of America Shows Printed Name: Robert Cory		Phone (713) 416-7461 Email heartofamericacarnival@hotmail.com	
Address 2315 S. 25th Street	City Harlingen	State TX	Zip 78550

Street Address: 4511 N. Midkiff Rd, Midland, TX 79705

Legal Description
Lot: Block: Subdivision:

Current Zoning: PD

Type of Temporary Use Requested: Carnival

Description of Event: Community carnival with rides, games and food at the Midland Park Mall for the dates of May 10 - 19, 2024. Carnival set up to begin May 6th and be completed by May 9th. Tear down to commence May 20 and be completed by May 21st.

Duration of Temporary Use: May 10 - 19, 2024

If event lasts for more than (1) day and is located within any residential district or is located within 1,000 feet of any residential district, then a public hearing is required.

Proposed Days and Hours: Weekdays 5pm - 11pm and weekends 1pm - 11pm

Will alcoholic beverages be sold? ☐ Yes ■ No

If yes, you must comply with all Texas Alcoholic Beverage Commission (TABC) regulations for the event.

Are you requesting the temporary closure of any streets? ☐ Yes ■ No

If yes, you must:

A. Complete the "**Special Event and Street Closure Application**", available from the Planning Division (4th Floor, City Hall), as well as submit a "**Traffic Control Plan**" to the Transportation Division (5th Floor, City Hall).
B. Provide the City with a **general liability insurance certificate**, naming the **City** as an **Additional Insured**, in the amount of one million dollars ($1,000,000) for the term of the closure.

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 Heather anderson who, being by me duly sworn, upon oath says: That (s)he is authorized by Simon property grayp, 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.

Heather anderson
Authorized Agent (*signature*)

Subscribed and sworn to before me, this 29th day of January, 2024, to certify which witness my hand and seal of office.

MADISON LARACUENTE
Notary Public, State of Texas
Comm. Expires 10-16-2027
Notary ID 134604347

Madison Laracuente
NOTARY PUBLIC, MIDLAND COUNTY, TEXAS

FOR OFFICE USE ONLY

☑ Property Owner Authorization	☐ Liability Insurance (Street Closure)
☑ Dimensioned Site Plan	☐ Traffic Control Plan (Street Closure)
☑ Plans in Digital Format (PDF/JPEG)	☑ Clean-Up Deposit
☑ Application Fee	Check # 0019415
Check # 00119414	☑ Damage Deposit
☑ Administrative Approval	Check # 00119415
Received By:	Date: FEB 0 1 2024

Application will not be considered for scheduling until reviewed by a planner.

Number of Peace Offices Provided: 2-4 *Contact the Midland Police Department to schedule off-duty police officers.*		Two officers requested during the weekdays and 4 on weekends
Type of Music (*carnival, live, etc.*): Carnival		
Showmobile (*portable stage*) **Requested:** ☐ Yes ■ No	Days & Hours:	
Number of Restroom Fixtures Provided: *Men*	**Toilets/Urinals:** /	**Bathroom Sinks:** 4
Women	**Toilets:**	**Bathroom Sinks:** 4
Unisex	**Toilets:** 6	**Bathroom Sinks:** 4

Submittal and Fees

Items to be submitted with this application form:

- Application Fee – Payable to the 'City of Midland'
- Damage Deposit
- Clean-Up Deposit
- 1 FOLDED Copy of Site Plan*
- Digital Copies of Site Plan (PDF/JPEG)

**Should show existing buildings, parking, access arrangements, surrounding streets, activity areas, areas of alcoholic beverage sales, proposed street closures, etc.*

Signatures	
Applicant (signature): Robert Cory	Date: 1/29/24
Applicant (printed): Robert Cory	
Property Owner (signature): Heather Anderson	Date: 1-29-24
Property Owner (printed): Heather Anderson	
Representative (signature):	Date:
Representative (printed) :	

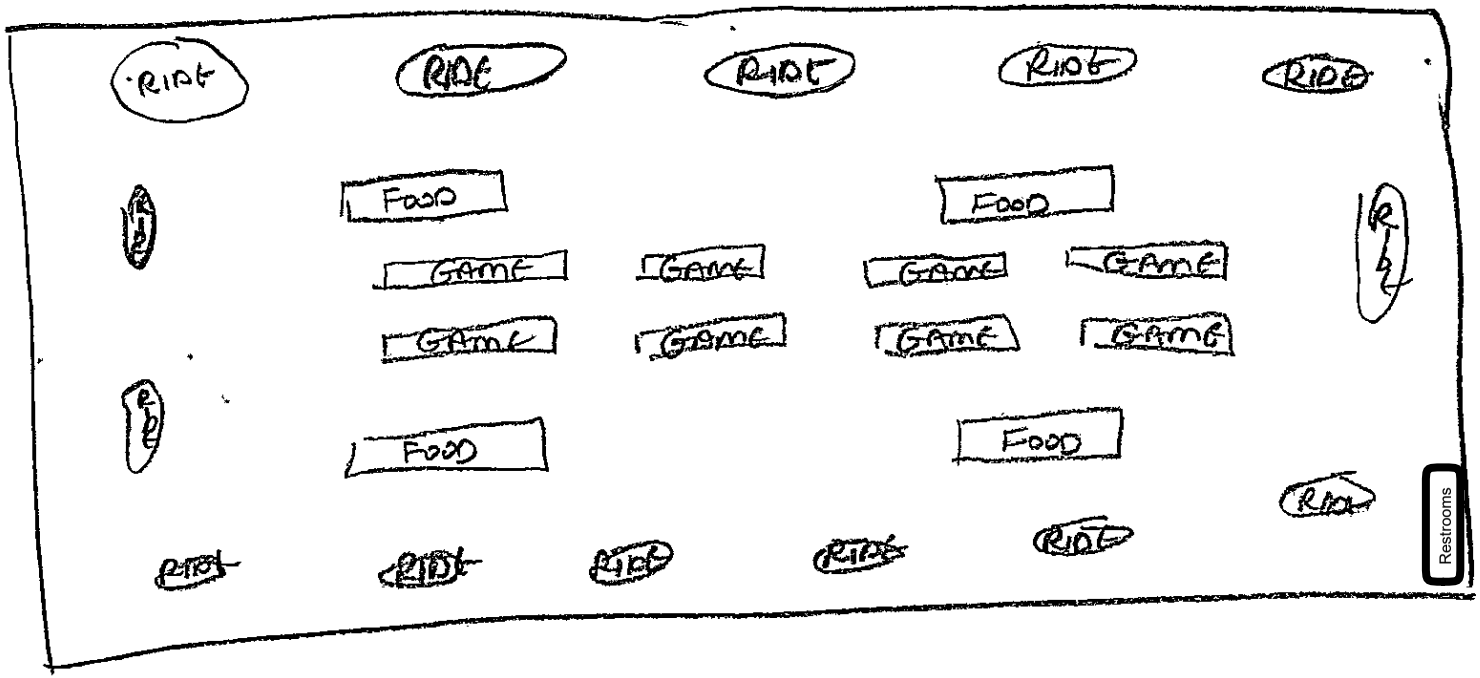
The Temporary Land Use Permit shall be considered officially received in the Planning office only when it has been submitted in full compliance with the provisions of Section 212 of the Texas Local Government Code and the Zoning Code of Ordinances of the City of Midland and when such required items for the application are also received.

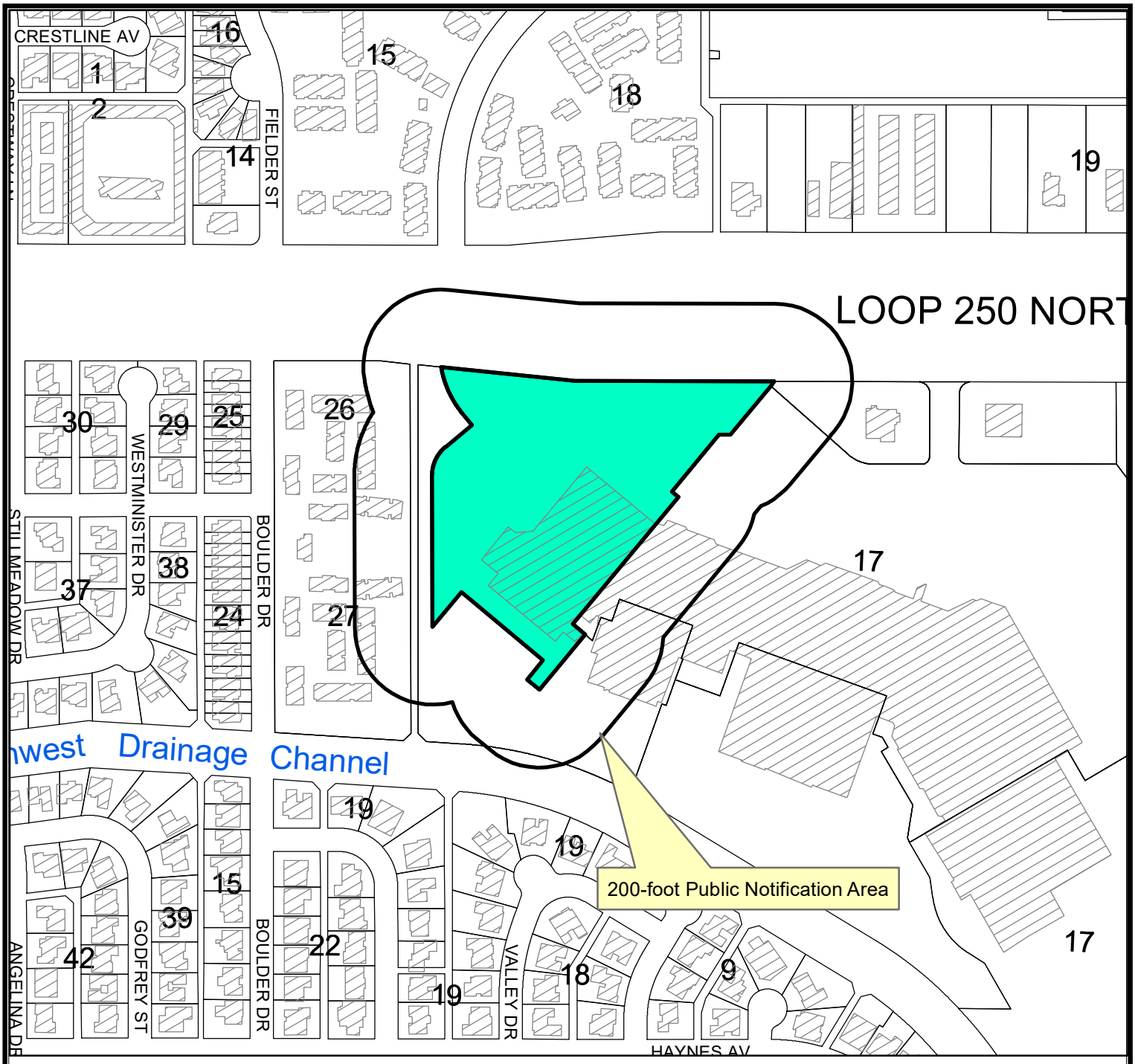
All materials, including exhibits, submitted in support of an application, or displayed during a public hearing, shall remain the property of the City of Midland.

****Application will not be considered for scheduling until reviewed by a planner.****

Developers Parcel
28.809 Ac.
Permissible
Outlot Area
9,000 sf
Max Size
OLD NAVY
Dillard's
West
JCPenney
Developers Parcel
SHOPS

MIDLAND PARK MALL
SPRING CARNIVAL





Location Map

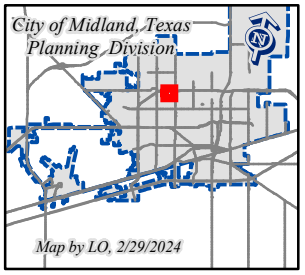
TLU-24-0162 **Scale: 1" = 367'**

A resolution on a request by Heart of America Shows, for approval of a Temporary Land Use Permit for a carnival on Lot 9, Block 17, Skyline Terrace Addition, Unit 7, City and County of Midland, Texas.

Generally located on the south side of West Loop 250 North, approximately 485 feet east of Boulder Drive. (Council District 1)

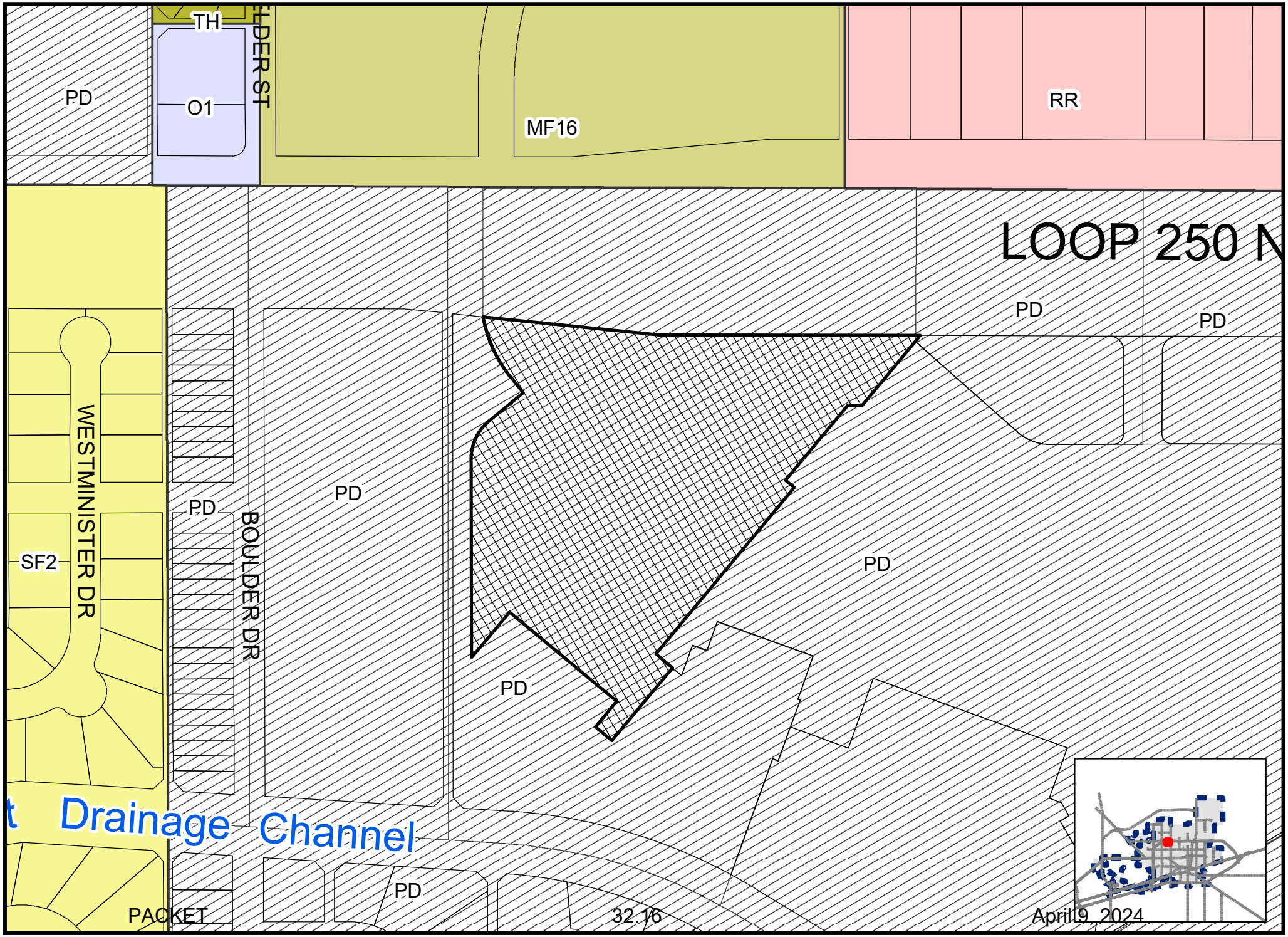
LEGEND

- CITY LIMITS
- PARCEL
- PRIVATE BLDGS



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THIS DATA IS NOT A SUBSTITUTION FOR A SURVEY AND NOR IS IT DESIGNED TO BE USED AS A PRIMARY TOOL IN PERMITTING OR OTHER DECISIONS BASED SOLELY ON THE INFORMATION CONTAINED HEREIN.
THE CITY OF MIDLAND SHALL NOT BE RESPONSIBLE FOR ANY DECISIONS BASED UPON THE USE OF THIS DATA.

April 9, 2024



Map By LO 2/29/2024

TLU-24-0162

Scale: 1" = 236'

ZONING MAP

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LOOP 250 NORTH
FIELDER ST
WESTMINSTER DR
BOULDER DR
Drainage Channel
14
19
30
26
33
37
24
27
17
11
12
39
22



City Council Meeting

Item Number: 33

Meeting Date: April 9, 2024

To: City Council / City Manager

From: Taha Sakrani,

Subject: AN ORDINANCE ESTABLISHING INTERSECTION STOPS AT VARIOUS LOCATIONS WITHIN THE CITY OF MIDLAND, TEXAS; AUTHORIZING AND DIRECTING THE TRAFFIC ENGINEER TO INSTALL APPROPRIATE SIGNS AND MARKINGS AT THE DESIGNATED LOCATIONS; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO HUNDRED DOLLARS ($200.00); AND ORDERING PUBLICATION (DISTRICT: ALL) (ENGINEERING SERVICES) (TRANSPARENT & CONSISTENT COMMUNICATION)

Purpose:

AN ORDINANCE ESTABLISHING INTERSECTION STOPS AT VARIOUS LOCATIONS WITHIN THE CITY OF MIDLAND, TEXAS; AUTHORIZING AND DIRECTING THE TRAFFIC ENGINEER TO INSTALL APPROPRIATE SIGNS AND MARKINGS AT THE DESIGNATED LOCATIONS; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO HUNDRED DOLLARS ($200.00); AND ORDERING PUBLICATION.

Recommended City Council Action:

Approve

Fiscal Impact:

None.

Strategic Priority:

(Transparent & Consistent Communication)

Discussion:

Amendments to the current stop sign ordinance in light of recent installations of new stop signs within the city limits. These new stop signs have been strategically placed to enhance pedestrian safety, alleviate traffic congestion, and improve overall road safety.

City Manager's Office

ORDINANCE NO. _____

AN ORDINANCE ESTABLISHING INTERSECTION STOPS AT VARIOUS LOCATIONS WITHIN THE CITY OF MIDLAND, TEXAS; AUTHORIZING AND DIRECTING THE TRAFFIC ENGINEER TO INSTALL APPROPRIATE SIGNS AND MARKINGS AT THE DESIGNATED LOCATIONS; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO HUNDRED DOLLARS ($200.00); AND ORDERING PUBLICATION

WHEREAS, the Council finds that the unusual character and volume of traffic on various intersecting streets within the City require that operators of motor vehicles traveling along said streets stop before entering said intersections; and

WHEREAS, the Council finds it to be in the public interest to authorize and require the establishment of stop signs at said intersections;

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

SECTION ONE. In addition to all other stop signs, stop signs at the intersections enumerated in the following list are hereby ordered to be erected and are hereby validated and fully authorized, whether the same have already been placed and are existing upon said intersections, or shall be placed there hereafter, and all persons operating vehicles upon or over the streets of the City of Midland shall obey such stop signs. All streets located in the column under the word "On" are the streets on which stop signs are hereby ordered and authorized at their intersection with the streets listed on the same line and in the column immediately to the right headed by the word "At".

ON	**AT**
"A" St.	Indiana Ave.
"A" St.	Missouri Ave.
"A" St.	Mockingbird Ln.
"A" St.	Solomon Ln.
Abbey Pl.	Everglade Ave.
Aberdeen Dr.	Cedar Springs Dr.
Aberdeen Dr.	Ruby Dr.
Aberdeen Dr.	Spraberry Dr.

ON	AT
Acklen Dr.	Roosevelt Dr.
Acoma Ct.	Pavilion Pkwy.
Adams St.	Garden Ln.
Adams St.	Illinois Ave.
Adams St.	Indiana Ave.
Adams St.	Kentucky Ave.
Adams St.	New York Ave.
Adams St.	Pennsylvania Ave.
Adams St.	Wall St.
Adams St.	Walnut Ln.
Adams St.	Washington Ave.
Adonia St.	Cheyenne St.
Advance Ave.	Industrial Ave.
Affirmed Ave.	Alysheba Ln.
Ainslee St.	Bedford Dr.
Ainslee St.	Cuthbert Ave.
Ainslee St.	Kansas Ave.
Ainslee St.	Louisiana Ave.
Ainslee St.	Princeton Ave.
Airport 20 Rd.	La Force Blvd.
Alamo Dr.	Crockett Ave.
Alamosa Ct.	Gunnison Dr.
Alcove Ct.	Douglas St.
Alice St.	Barkley Ave.
Alice St.	Delano Ave.
Alice St.	Franklin Ave.
Alice St.	Kessler Ave.
Alice St.	Mariana Ave.
Alkan St.	Calumet St.
Alkan St.	Chaparral St.
Allandale Ct.	Sherwood Dr.
Allen St.	New Jersey Ave.
Allen St.	Taylor Ave.
Almey Ct.	Rustic Tr.
Almont Pl.	Gunnison Dr.
Alpine St.	Cuthbert Ave.
Alpine St.	Louisiana Ave.
Alta Ave.	Pecos St.
Amelia Dr.	Anetta Dr.
Amelia Dr.	Fairmont Dr.
Amigo Dr.	Goliad Dr.
Amigo Dr.	Storey Ave.
Andrews Hwy. Frontage	Godfrey St.
Andrews Hwy. Frontage	McDonald Ave.
Andover Ave.	Ward St.
Anetta Dr.	Eisenhower Dr.
Anetta Dr.	Raymond Rd.
Anetta Dr.	Spraberry Dr.
Anetta Dr.	Waverly Dr.
Angelina Dr.	Haynes Ave.

ON	AT
Angelina Dr.	Lehigh Dr.
Anthem Rd.	Bunker Hill Rd.
Anticline Ct.	Badland Blvd.
Apache Dr.	Holly Dr.
Apache Dr.	Waverly Dr.
Apperson Dr.	Maxwell Ave.
Apperson Dr.	Whitney Dr.
Apple Creek Rd.	Mathis St.
Apple Creek Rd.	Oak Valley Dr.
Arapahoe Rd.	Elkins Rd.
Arbor Cir.	Sunshine Pkwy.
Arkose	Badland Blvd.
Arkose	Inselberg St.
Armadillo Dr.	Maverick Ln.
Armadillo Dr.	Prairie Rd.
Arrowhead Trail	Vista West Pkwy.
Arroyo Dr.	Haynes Ave.
Arroyo Dr.	Northfield Dr.
Ashwood Ct.	Heritage Blvd.
Aspen Dr.	Dentcrest Dr.
Aspen Dr.	Mark Ln.
Aster Ave.	Avalon Dr.
Aster Ave.	Golden Gate Dr.
Atlanta St.	California Ave.
Atlanta St.	Gist Ave.
Atlanta St.	Hicks Ave.
Atlanta St.	New York Ave.
Auburn Ct.	Ward St.
Auburn Dr.	Whitney Dr.
Auburn Pl.	Lanham St.
Audie Ct.	Beal Pkwy.
Aurora Way	Lumina Dr.
Aurora Ln.	McDonald Dr.
Aurora Ln.	Suncrest Ave.
Austin St.	Baumann Ave.
Austin St.	Bedford Dr.
Austin St.	Cuthbert Ave.
Austin St.	Kansas Ave.
Avalon Dr.	Briarwood Ave.
Avondale Dr.	Leddy Dr.
Avondale Dr.	McDonald Dr.
Avondale Dr.	Raymond Dr.
Azalea Ct.	Rosewood Dr.
"B" St.	Cuthbert Ave.
"B" St.	Gulf Ave.
"B" St.	Harvard Ave.
"B" St.	Indiana Ave.
"B" St.	Kansas Ave.
"B" St.	Louisiana Ave.
"B" St.	Michigan Ave.

ON	AT
"B" St.	Missouri Ave.
"B" St.	Tennessee Ave.
Baca St.	Mockingbird Ln.
Baca St.	San Miguel Ave.
Baird St.	California Ave.
Baird St.	Griffin Ave.
Baird St.	Hicks Ave.
Baird St.	Indiana Ave.
Baird St.	Kentucky Ave.
Baird St.	Longview Ave. (northbound)
Baird St.	Longview Ave. (southbound)
Baird St.	Louisiana Ave.
Baird St.	Main St.
Baird St.	Michigan Ave.
Baird St.	New Jersey Ave.
Baird St.	New York Ave.
Baird St.	Taylor Ave.
Baird St.	Washington Ave.
Bajada St.	Desert Spire
Bald Eagle Ct.	McPherson Ln.
Baldwin St.	Brunson Ave.
Baldwin St.	College Ave.
Baldwin St.	Holloway Ave.
Baldwin St.	Indiana Ave.
Baldwin St.	Kentucky Ave.
Baldwin St.	Washington Ave.
Balfour Ct.	Deer Run Ave.
Balfour Ct.	Greathouse Ave.
Baltic Ave.	Dormard Ave.
Baltic Ave.	Pacific Ave.
Banjo Rd.	Ivy Ct.
Banks Dr.	La Force Blvd.
Banks Dr.	Sloan Field Blvd.
Barber St.	Cedar Ave.
Barber St.	Dormard Ave.
Barber St.	Golf Course Rd.
Barber St.	Hickory Ave.
Barber St.	Magnolia Ave.
Barber St.	Maple Ave.
Barber St.	Oak Ave.
Barber St.	Pecan Ave.
Barber St.	Pine Ave.
Barber St.	Shandon Ave.
Barber St.	Spruce Ave.
Barking Rock	Fall Creek
Barking Rock	Sister Creek
Barkley Ave.	Crestview Rd.
Barkley Ave.	Powell St.
Baron Dr.	Occidental Pkwy.
Baron Dr.	Ranch Ave.

ON	AT
Basswood Cir.	Sequoia Dr. (both intersections)
Barton Springs Ct.	Barton Creek Rd.
Bates Dr.	Sinclair Ave.
Battle Ave.	Lonesome Dove Ln.
Baumann Ave.	Alpine St.
Baumann Ave.	Godfrey St.
Baumann Ave.	Kansas Ave.
Baumann Ave.	McDonald St.
Baybridge Ct.	Eastview Dr.
Baybridge Ct.	Westview Dr.
Baybrook Dr./Ct.	Rockwood Dr.
Baybrook Dr./Pl.	Valwood Dr.
Beachwood St.	Calumet St.
Beachwood St.	Chukar Ln.
Beal Pkwy.	Graceland Dr.
Beal Pkwy.	Leisure Dr.
Beal Pkwy.	Thomason Dr.
Beals Creek Dr.	Comal Dr.
Beals Creek Dr.	Heritage Oaks Dr.
Beals Creek Dr./Ct.	Pedernales Dr.
Beaufort Dr.	Grey Ave.
Becker Dr.	Sandstone Dr.
Beckley Dr.	Cedar Spring Dr.
Beckley Dr.	Sprayberry Dr.
Bedford Ave.	Alpine St.
Bedford Ave.	Austin St.
Bedford Dr.	"B" St.
Bedford Dr.	"D" St.
Bedford Ave.	Delmar St.
Bedford Ave.	E. Broadway St.
Bedford Ave.	"G" St.
Bedford Ave.	Godfrey St. (westbound)
Bedford Ave.	Idlewilde Dr.
Bedford Dr.	Lanham St.
Bedford Ave.	Maberry St.
Bedford Ave.	Manor St.
Bedford Ave.	McDonald St.
Bedford Dr.	Mogford St.
Bedford Ave.	"N" St.
Bedford Ave.	Tarleton St.
Bedford Dr.	W. Broadway St.
Bedford Dr.	Ward St.
Bedford Ave.	Woodcrest Dr.
Beechwood Ct.	Teakwood Tr.
Belair Dr.	Stonybrook Dr.
Bellechasse Ct.	Chapel Hill Dr.
Bellechasse Ct.	Fairview Ln.
Bellegrove Ct.	Keswick Rd.
Belmont St.	Collins Ave.
Belmont St.	Gist Ave.

ON	AT
Belmont St.	Griffin Ave.
Belmont St.	Hicks Ave.
Belmont St.	Rhode Island Ave.
Belmont St.	Stokes Ave.
Belmont St.	Summit Ave.
Belmont St.	Wolcott Ave.
Belton Pl.	Concho Dr.
Benton St.	California Ave.
Benton St.	Golf Course Rd.
Benton St.	Indiana Ave.
Benton St.	Morgan Way
Benton St.	New York Ave.
Benton St.	Oak Ave.
Benton St.	Pine Ave.
Bentwood Dr.	Crescent Dr.
Bentwood Dr.	Cuthbert Ave.
Bentwood Dr.	Graceland Dr.
Bentwood Dr.	Ric Dr.
Berkeley Trail	Carpenter Way
Big Bend Country	Buffalo Gap
Billingsley Blvd.	Caldera Blvd.
Binney Cv.	Rex Rd.
Bishops Castle Dr.	Castleford Rd.
Bison St.	Rio Pl.
Bison St.	Outlaw Ct.
Black Butte	Badland Blvd.
Black Butte	Bajada St.
Blackberry Ct.	Hollyberry Ln.
Blackwood Dr.	Homestead Blvd.
Blake Dr.	Garrett Dr.
Blake Dr.	Trennon Pl.
Blakemore Ct.	Northfield Dr.
Blanco Dr.	Llano Ct.
Blanco Dr.	Medina Dr.
Blanco Dr.	Oak Creek Dr.
Blazing Saddle Blvd.	Waxwing Dr.
Bluebell Dr.	Bastrop Ave.
Bluebell Dr.	Occidental Pkwy.
Bluebird Ln.	Midkiff Rd.
Blue Bonnet Ave.	Avalon Dr.
Blue Bonnet Ave.	Golden Gate Dr.
Blue Quail Ct.	Scaled Quail Rd.
Blue Sky St.	Battle Ave.
Blue Sky St.	Southwest St.
Bob White Ct.	Mountain Quail Rd.
Boeing Dr.	Fannin Ave.
Boeing Dr.	Neely Ave.
Boeing Dr.	Sentinel Dr.
Bonham St.	Cuthbert Ave.
Bonham St.	Kansas Ave.

ON	AT
Bonham St.	Willingham Dr.
Boot Dr.	Lone Star Ln.
Boot Dr	Red River Ln.
Bosque Dr.	Lampasas Dr.
Bosque Dr.	Nueces Dr.
Boulder Dr.	Arroyo Dr.
Boulder Dr.	Haynes Ave.
Bowie Dr.	Bentwood Dr.
Bowie Dr.	Edgewood Dr.
Bowie Dr.	Goliad Dr.
Bowman Cir.	Arapahoe Rd.
Boyd Ave.	"C" St.
Boyd Ave.	Cessna Dr.
Boyd Ave.	"D" St.
Boyd Ave.	Godfrey St.
Boyd Ave.	Lanham St.
Boyd Ave.	McDonald St.
Boyd Ave.	Mogford St.
Boyd Ave.	"N" St.
Boyd Ave.	Sinclair Ave.
Boyd Ave.	Sparks St.
Boyd Ave.	Tarleton St.
Boyd Ave.	Upland St.
Bradford Ct.	Knights Pl.
Brand Ln.	Buffalo Gap
Brand Ln.	Lone Star Ln.
Brandy Hill Rd.	Expedition Dr.
Brazos Ave.	Amistad Dr.
Brazos Ave. / Ct.	Conroe St.
Brazos Ave.	Spence Dr.
Breckenridge Dr.	Durango Dr.
Breezeway Ct.	Bent Tree Tr.
Brentwood Dr.	Homestead Blvd.
Briaroaks Ct. / Dr.	Homestead Blvd.
Briarpath Dr.	Rosewood Dr.
Bridle Dr.	Rattler Ln.
Bridle Dr.	Wrangler Ln.
Brighton Pl.	Ashdown Pl.
Briscoe Rd.	Escalara St.
Broadway St.	Cuthbert Ave.
Bromegrass St.	Beachwood St.
Bromegrass St.	Calumet St.
Bromley Pl.	Mayfield Pl.
Bronco Ct.	Buffalo Gap (both intersections)
Brookdale Dr.	Anetta Dr.
Brookdale Dr.	Bentwood Dr.
Brookdale Dr.	Eisenhower Dr.
Brooks Dr. (both intersections)	Raymond Rd.
Brown Heart Ln.	Deer Run Ave.
Brown Heart Ln.	Holiday Hill Rd.

ON	AT
Brown Heart Ln.	Riverside Dr.
Brownwood Dr.	Bentwood Dr.
Brunson Ave.	"L" St.
Brunson Ave.	Mann St.
Brunswick Cr.	Chapel Hill
Brush Dr.	Six Flags
Bryant St.	Eugene Ave.
Bryant St.	George Ave.
Bryant St	Hamby Ave.
Bryant St.	Hart Ave.
Bryant St.	Humble Ave.
Bryant St.	Jax Ave.
Buchanan Pl.	Rio Grande Ave.
Buffalo Ct.	Ranch Hand Dr.
Buffalo Gap	Lone Star Ln.
Buffalo Gap	Occidental Pkwy.
Buffalo Gap	Rattler Ln.
Bunche St.	California Ave.
Bungalow St.	Blazing Saddle Blvd.
Burchill Dr.	Anetta Dr.
Burchill Dr.	Brookdale Dr.
Burchill Dr.	Comanche Dr.
Burchill Dr.	Erie Dr.
Burchill Dr.	Parkdale Dr.
Burchill Dr.	Pasadena Dr.
Burchill Dr.	Pleasant Dr.
Burchill Dr.	Wilshire Dr.
Burgandy Dr.	Stonebridge Dr.
Burleson St.	Brunson Ave.
Burleson St.	College Ave.
Burleson St.	Holloway Ave.
Burleson St.	Kentucky Ave.
Burleson St.	Washington Ave.
Burnett Ln.	Lone Star Ln.
Butler Ave.	Baird St.
Butler Ave.	Main St.
Butternut Ln.	Jackson St.
Butternut Ln.	Oak Ave.
Butternut Ln.	Pecan Ave.
"C" St. (northbound traffic)	College Ave.
"C" St. (southbound traffic)	College Ave.
"C" St.	Cuthbert Ave.
"C" St.	Douglas Ave.
"C" St.	Golf Course Rd.
"C" St.	Gulf Ave.
"C" St. (northbound traffic)	Indiana Ave.
"C" St. (southbound traffic)	Indiana Ave.
"C" St.	Louisiana Ave.
"C" St.	Michigan Ave.
"C" St.	Missouri Ave.

ON	AT
"C" St.	Stanolind Ave.
Caldera Dr.	Melville Dr.
Calen Ct.	Ridgefield Ct.
Calhoun St.	California Ave.
Calhoun St.	Indiana Ave.
Calhoun St.	Kentucky Ave.
Calhoun St.	Orchard Ln.
Calhoun St.	Pennsylvania Ave.
Calhoun St.	Washington Ave.
California Ave.	Camp St.
California Ave.	Carver St.
California Ave.	Dallas St.
California Ave.	Jackson St.
California Ave.	Main St.
California Ave.	Marienfeld St.
California Ave.	Tilden St.
California Ave.	Weatherford St.
California Ave.	Webster St.
Camarie Ave.	Lanham St.
Camarie Ave.	Mogford St.
Camarie Ave.	Tarleton St.
Camarie Ave.	Ward St.
Camarie Ave.	Whitney Dr.
Camino Reale	Crowley Blvd.
Camino Reale	Guadalupe St.
Camino Reale	Llano Ct.
Camp St.	Carter Ave.
Camp St.	Collins Ave.
Camp St.	Dakota Ave.
Camp St.	Francis Ave.
Camp St.	Griffin Ave.
Camp St.	Industrial Ave.
Camp St.	Marlin St.
Camp St.	New Jersey Ave.
Canadian Ave.	Amistad Dr.
Canadian Ave.	Spence Dr.
Candice Rd.	Tower Rd.
Candle Tree Cv.	Melville Dr.
Candlestick Dr.	Hall of Fame Blvd.
Canemont Dr.	Gleneagles Dr.
Canemont Dr.	Tremont Ave.
Canterbury Dr.	Kensington Ln.
Canterbury Dr.	Polo Pkwy.
Canyon Dr. (both intersections)	Raymond Rd.
Canyon/Devonian Dr.	Spraberry Dr.
Cape Cod Ln.	Providence Dr.
Cape Dyer Ln.	Bear Dr.
Cape Dyer Ln.	Matheson Dr.
Carbondale Ct.	Gunnison Dr.
Cardinal Ln.	Oriole Dr.

ON	AT
Cardinal Ln.	Polo Club Rd.
Carlton St.	Brunson Ave.
Carlton St.	College Ave.
Carlton St.	Holloway Ave.
Carlton St.	Kentucky Ave.
Carlton St.	Washington Ave.
Carmel Ct.	Llano Ct.
Carnation Ave.	Avalon Dr.
Carnation Ave.	Golden Gate Dr.
Carpenter Ct. / Way	Brown Heart Ln.
Carpenter Way	Oriole Dr.
Carriage Rd.	Occidental Pkwy.
Carrington Ct.	Rustic Tr.
Carrizo St.	Cuthbert Ave.
Carrizo St.	Louisiana Ave.
Carrizo St.	Michigan Ave.
Carrizo St.	Missouri Ave.
Carrizo St.	Nobles Ave.
Carrizo St.	Ohio Ave.
Carrizo St.	Storey Ave.
Carter Ave.	Garfield St.
Carver St.	Dormard Ave.
Carver St.	Golf Course Rd.
Carver St.	Indiana Ave.
Casa Grande Tr.	Guadalupe St.
Casa Grande Tr.	Llano Ct.
Casa Verde Ct.	San Clemente Dr.
Casady Ct.	St. Andrews Ct.
Cascade Ct.	Douglas St.
Casper Ct.	Trevino St.
Castle Pine Rd.	Spence Dr.
Castleford Rd.	Chapel Hill Dr.
Castleford Rd.	Lancashire Rd.
Castleford Rd.	Los Alamitos Rd.
Castleford Rd.	Melville Dr.
Castleford Rd.	Polo Pkwy.
Castlerock Ct.	Durango Dr.
Cattleman Dr.	Lone Star Ln.
Cattleman Dr.	Occidental Pkwy.
Cattleman Dr.	Randolph Ln.
Cedar Ave.	Cottonwood Ave.
Cedar Ave.	Main St.
Cedar Ave.	Tyler St.
Cedar Creek Rd.	Cooper Creek Dr.
Cedar Creek Rd.	Stonebridge Dr.
Cedar Spring Dr.	Devonian Dr.
Cedar Spring Dr.	Raymond Rd.
Centerview	Greenridge
Centerview	Windrift
Century Dr.	Comanche Dr.

ON	AT
Cerrillos Ave.	Baca St.
Cerrillos Ave.	Magellan St.
Cessna Dr.	Fannin Ave.
Cessna Dr.	Neely Ave.
Cessna Dr.	Sentinel Dr.
Cessna Dr.	Shell Ave.
Cessna Dr.	Stanolind Ave.
Chadwick Ct.	Ridgefield Ct
Champion Ave.	San Felipe Dr.
Chapel Hill Dr.	Bluebird Ln.
Chapel Hill Dr.	Faulkner Dr.
Chapel Hill Dr.	Keswick Rd.
Chaparral St.	Beachwood St.
Chaps Ln.	Avalon Dr.
Chaps Ln.	Longhorn Ln.
Charismatic Dr.	Alysheba Ln.
Charismatic Dr.	Secretariat St.
Charles Dr.	Rustic Tr.
Chatham Ct.	Ward St.
Checotah	Choctaw
Checotah	Kanawha
Chelsea Pl.	Mayfield Pl.
Chelsea Pl.	Whitman Dr.
Cherokee Dr.	Eisenhower Dr.
Cherry Ln.	Carver St.
Cherry Ln.	Tilden St.
Cherry Ln.	Tyler St.
Cherrywood Dr.	Briarpath Dr.
Cherrywood Dr.	Lemonwood Dr.
Cherrywood Dr.	Northcrest Dr.
Cherrywood Ct.	Oriole Dr.
Chesley Ct.	Rustic Tr.
Chestnut Ave.	Carver St.
Chestnut Ave.	Tilden St.
Cheyenne St.	Alkan St.
Chickasaw	Pueblo
Chickasaw	Tejas
Choate Pl.	Trinity Dr.
Choctaw	Daybreak Way
Choctaw Ct.	Lumina Dr.
Choctaw	Navajo
Choctaw	Overshine Ln.
Choctaw	Pueblo
Cholla Rd.	Antelope Tr.
Chon Cv.	Lindora Way
Chretien Pl.	Belle Grove Ct.
Chuck Wagon	Big Bend Country
Cimmaron Ave.	Dengar Ave.
Cimmaron Ave.	Godfrey St.
Cimmaron Ave.	"T" St.

ON	AT
Cimmaron Ave.	Mogford St.
Cimmaron Ave.	Lanham St.
Cimmaron Ave.	Mark Ln.
Cimmaron Ave.	McDonald Dr.
Cimmaron Ave.	Racquet Club Dr.
Cimmaron Ave.	Rees Ln.
Cimmaron Ave.	Shandon Ave.
Cimmaron Ave.	Tarleton St.
Cimmaron Ave.	Ward St.
Cimmaron Ave.	Wedgewood St.
Cimmaron Ave.	Ward St.
Cimmaron Ave.	Whitney Dr.
Cindy Pl.	Wydewood Dr.
Cisco St.	Arapahoe Rd.
Claremont Dr.	Mark Ln.
Claremont Dr.	Tremont Ave.
Clarewood Dr.	Greenville Cir.
Clarewood Dr.	Wood Dr.
Clark St.	Brunson Ave.
Clark St.	Franklin Ave.
Clark St.	Kentucky Ave.
Clark St.	Washington Ave.
Clay St.	California Ave.
Clay St.	Indiana Ave.
Clay St.	Orchard Ln.
Clayton Ct.	Whittle Way
Cloud Ave.	Edwards St.
Cloudcroft Ct.	Mark Ln.
Club Dr.	Crest Dr.
Club Dr.	Nobles Ave.
Co. Rd. 1220 S.	Industrial Ave.
Co. Rd. 83	Co. Rd. 1162
Coliseum Ct.	Riverfront Dr.
College Ave.	Clark St.
College Ave.	"G" St.
College Ave.	Indiana Ave.
Collins Ave.	Johnston St.
Collins Ave.	McKenzie St.
Collins Ave.	Main St.
Collins Ave.	Pratt St.
Colonel Ct.	Leather Ln.
Colonial Oaks Ct.	Dunbarton Oaks Blvd.
Colony Rd.	Arlington Rd.
Colony Rd.	Bunker Hill Rd.
Colony Rd.	Founders Rd.
Colony Rd.	Victory Pkwy.
Colorado St.	Collins Ave.
Colorado St.	Cuthbert Ave.
Colorado St.	Dakota Ave.
Colorado St.	Francis Ave.

ON	AT
Colorado St.	Gist Ave.
Colorado St.	Hicks Ave.
Colorado St.	Kansas Ave.
Colorado St.	Louisiana Ave.
Colorado St.	Michigan Ave.
Colorado St.	Missouri Ave.
Colorado St.	New Jersey Ave.
Colorado St.	New York Ave.
Colorado St.	Pennsylvania Ave.
Colorado St.	Rhode Island Ave.
Colorado St.	Stokes Ave.
Colorado St.	Taylor Ave.
Colorado St.	Washington Ave.
Colt Ct.	Candlestick Dr.
Columbian Dr.	Canyon Dr.
Columbian Dr.	Howard Dr.
Columbian Dr.	Waverly Dr.
Comal Dr.	Navasota Dr.
Comiskey Ct.	Riverfront Dr.
Commerce Dr.	I-20 N. Frontage Rd.
Commerce Dr.	Industrial Ave.
Commonwealth Rd.	Arlington Rd.
Commonwealth Rd.	Victory Pkwy.
Community Ln.	"D" St.
Community Ln.	"H" St.
Community Ln.	"J" St.
Community Ln.	"N" St.
Compton Dr.	Haynes Ave.
Compton Dr.	Lehigh Dr.
Concho Dr.	Amistad Dr.
Concho Dr.	Mathis St.
Concho Dr.	Spence Dr.
Concord Ave.	Lanham St.
Connell St.	California Ave.
Connell St.	Carter Ave.
Connell St.	Collins Ave.
Connell St.	Dakota Ave.
Connell St.	Griffin Ave.
Connell St.	Industrial Ave.
Connell St.	New Jersey Ave.
Connell St.	Pennsylvania Ave.
Connell St.	Taylor Ave.
Conquistador Ct.	Cerrillos Ave.
Conroe Ct.	Rio Grande Dr.
Conroe St.	Canadian Ave.
Conroe St.	Lavaca Ave.
Conroe St.	Rio Grande Dr.
Constitution Way	Patriot Pkwy.
Constitution Way	Victory Pkwy.
Convair Ct. / Dr. (both intersections)	Stonebridge Dr.

ON	AT
Convair Dr.	Torrey Vista Dr.
Cooper Creek Rd.	Solomon Ln.
Cooperstone Ct.	Daybreak Way
Copper Sky Ct.	Daybreak Way
Copper Sky Ct.	Lumina Ct.
Copus St.	Pecan Ave.
Cord Dr.	Apperson Dr.
Corona	Costa Mesa
Coronado Ct.	Camino Reale
Corporate Dr.	Edwards St.
Corral Dr.	Buffalo Gap
Corral Dr.	Occidental Pkwy.
Corral Dr.	Yellow Rose Ct.
Corsair Ct.	Island Dr.
Costa Mesa Ln.	Escondido
Costa Mesa Ln.	Navasota Dr.
Costa Mesa Ln.	San Pedro
Cotton Flat Rd.	Industrial Ave.
Cotton Tail Ct.	Buffalo Gap
Cottonwood Ave.	Barber St.
Cottonwood Ave.	Edwards St.
Cottonwood Ave.	Golf Course Rd.
Cottonwood Ave.	Main St.
Country Club Dr.	"B" St.
Country Club Dr.	E. Broadway St.
Country Club Dr.	W. Broadway St.
Country Club Dr.	"D" St.
Country Club Dr.	Delmar St.
Country Club Dr.	"G" St.
Country Club Dr.	Idlewilde Dr.
Country Club Dr.	"L" St.
Country Club Dr.	Lanham St.
Country Club Dr.	Mogford St.
Country Club Dr.	"N" St.
Country Club Dr.	Ward St.
Country Club Dr.	Woodcrest Dr.
Courage Pl.	Founders Rd.
Courage Pl.	Victory Pkwy.
Courtney Ct.	Rustic Tr.
Covington Ct.	Jordy Rd.
Cowboy Dr.	Lone Star Ln.
Cowden Ave.	Carver St.
Cowden Ave.	Dallas St.
Cowden Ave.	Edwards St.
Cowden Ave.	Jackson St.
Cowden Ave.	Main St.
Cranston Pl.	Crowley Blvd.
Crenshaw Dr.	Palmer Dr.
Crescent Dr.	Bentwood Dr.
Crescent Dr.	Dewberry Dr.

ON	AT
Crescent Dr.	Eisenhower Dr.
Crescent Dr.	Glenwood Dr.
Crest Dr.	Club Dr.
Crest Dr.	Ridglea Dr.
Crestdale St.	Crestgate Ave.
Crestdale St.	Crestridge Dr.
Crestdale St.	Crestwood Ave.
Crested Butte Ct.	Gunnison Dr.
Crestfield St.	Crestgate Ave.
Crestgate Ave.	Crestdale St.
Crestgate Ave.	Crestfield St.
Crestgate Ave.	Crestway Ln.
Crestgate Ave.	Gateway St.
Crestline Ave.	Crestway Ln.
Crestmont Dr.	Tremont Ave.
Crestmont Dr.	Whittle Way
Crestview Rd.	Delano Ave.
Crestview Rd.	Kansas Ave.
Crestview Rd.	Kessler Ave.
Crestview Rd.	Louisiana Ave.
Crestview Rd.	Mariana Ave.
Crestview Rd.	Michigan Ave.
Crestview Rd.	Ohio Ave.
Crestview Rd.	Roosevelt Ave.
Crestview Rd.	Storey Ave.
Crestview Rd.	Travis Ave.
Crestway Ln.	Crestgate Ave.
Crestwood Ave.	Crestfield St.
Crista Ln.	Bluebird Ln.
Crista Ln.	Caldera Blvd.
Crockett Ave.	Bentwood Dr.
Crockett Ave.	Edgewood Dr.
Crockett Ave.	Goliad Dr.
Crosley Ct.	Avalon Dr.
Crosley Ct.	Candlestick Dr.
Cross Pointe Dr.	Briarwood Ave.
Crowley Blvd.	Frio Dr.
Crowley Blvd.	Grassland Blvd.
Crowley Blvd.	Hereford Blvd.
Crowley Blvd.	Heritage Blvd.
Crowley Blvd.	Highland Blvd.
Crowley Blvd.	Rio Grande Ave.
Crowley Blvd.	Wadley Ave.
Crown Point Ct.	L'Enfant Ln.
Crystal Sky Ln.	Daybreak Way
Culross Ln.	Berkeley Trail
Culross Ln.	Oriole Dr.
Culver Dr.	Fannin Ave.
Culver Dr.	Neely Ave.
Culver Dr.	Sentinel Dr.

ON	AT
Cumberland Dr.	Neely Ave.
Cumberland Dr.	Ventura Ave.
Cunningham Dr.	Canyon Dr.
Cunningham Dr.	Holly Dr.
Cunningham Dr.	Howard Dr.
Cunningham Dr.	Waverly Dr.
Cuthbert Ave.	Carver St.
Cuthbert Ave.	Jackson St.
Cuthbert Ave.	Maberry St.
Cuthbert Ave.	Main St.
Cuthbert Ave.	Mogford St.
Cypress Ct.	Teakwood Trace
"D" St.	College Ave.
"D" St.	Cuthbert Ave.
"D" St.	Douglas Ave.
"D" St.	Golf Course Rd.
"D" St.	Harvard Ave.
"D" St.	Humble Ave.
"D" St.	Indiana Ave.
"D" St.	Louisiana Ave.
"D" St.	Michigan Ave.
"D" St.	Missouri Ave.
"D" St.	Neely Ave.
Dahlia Ave.	Avalon Dr.
Dahlia Ave.	Golden Gate Dr.
Daisy Rd.	Victory Pkwy.
Dakota Ave.	Atlanta St.
Dakota Ave.	Baird St.
Dakota Ave.	Dallas St.
Dakota Ave.	Fort Worth St.
Dakota Ave.	Goode St.
Dakota Ave.	Jefferson St.
Dakota Ave.	Johnston St.
Dakota Ave.	"L" St.
Dakota Ave.	Main St.
Dakota Ave.	Marshall St.
Dakota Ave.	Mineola St.
Dakota Ave.	Terrell St.
Dakota Ave.	Weatherford St.
Dallas St.	Cuthbert Ave.
Dallas St.	Garden Ln.
Dallas St.	Golf Course Rd.
Dallas St.	Hamby Ave.
Dallas St.	Hicks Ave.
Dallas St.	Indiana Ave.
Dallas St.	Kansas Ave.
Dallas St.	Kentucky Ave.
Dallas St.	Michigan Ave.
Dallas St.	New Jersey Ave.
Dallas St.	New York Ave.

ON	AT
Dallas St.	Louisiana Ave.
Dallas St.	Nobles Ave.
Dallas St.	Ohio Ave.
Dallas St.	Parker Ave.
Dallas St.	Pennsylvania Ave.
Dallas St.	Taylor Ave.
Dallas St.	Washington Ave.
Dalton Dr.	Lanham St.
Dalton Dr.	Noel Ave.
Dartmouth Dr.	Culpeper Dr.
Dartmouth Dr.	Lanham St.
Daventry Rd.	Castleford Rd.
Daventry Rd.	Lancashire Rd.
Davies Ct.	Brown Heart Ln.
Davis Ave.	Adams St.
Davis Ave.	Carver St.
Davis Ave.	Lamesa Rd.
Davis Ave.	Lee St.
Dawn Cir. (both intersections)	Haynes Ave.
Daybreak Way	Moroni St.
Daybreak Way	Ojibwa
Daybreak Way	Ridge View St.
Daybreak Way	Sunrise Way
Deauville Blvd.	Avalon Dr.
Deauville Blvd.	Loop 250 Southbound Frontage Rd.
Deauville Blvd.	Tradewinds Blvd.
Debbie Cv.	Fredna Pl.
Deeanna Ln.	Crowley Blvd.
Deeanna Ln.	Hereford Blvd.
Deer Run Ave.	Hilltop Dr.
Deer Run Ave.	Riverside Dr.
Delaney	Val Verde Dr.
Delano Ave.	E. Circle Dr.
Delano Ave.	Holly Dr.
Delano Ave.	Powell St.
Delano Ave.	Roosevelt Dr.
Delano Ave.	Tanner Dr.
Dellwood St.	Baumann Ave.
Dellwood St.	Kansas Ave.
Delmar Dr.	Leddy Dr.
Delmar Dr.	Cuthbert Ave.
Delmar Dr.(northbound only)	Lockheed Ave.
Delmar St.	Storey Ave.
Dengar Ave.	Barber St.
Dengar Ave.	Edwards St.
Dengar Ave.	"T" St.
Dengar Ave.	Lanham St.
Dengar Ave.	Loma Dr.
Dengar Ave.	Main St.
Dengar Ave.	Mark Ln.

ON	AT
Dengar Ave.	Neely Ave.
Dengar Ave.	Pecos St.
Dengar Ave.	Tarleton St.
Dengar Ave.	Ward St.
Dengar Ave.	Whitney Dr.
Dengar Ave.	Wydewood Dr.
Dentcrest Dr.	Tremont Ave.
Dentcrest Dr.	Whittle Way
Dentcrest Dr. (southern most intersection)	Whittle Way
Dentcrest Dr.	Wydewood Dr.
Denton St.	Bedford Ave.
Denton St.	Cuthbert Ave.
Denton St.	Douglas Ave.
Desert Rose Dr. (both intersections)	Stonebridge Dr.
Desert Rose Dr.	Torrey Vista Dr.
Desert Spire	Badland Blvd.
Desert Spire	Loess St.
Desta Dr. (both intersections)	Smith Rd.
Devlin Pl.	Crowley Blvd.
Devonian Dr.	Cedar Spring Rd.
Devonian Dr.	Monty Dr.
Devonian Dr.	Raymond Rd.
Devonian Dr.	Tanner Dr.
Devonshire Ct.	Richmond Dr.
Dewberry Dr.	Leisure Dr.
Dogwood Ct.	Driftwood Dr.
Donald St.	Illinois Ave.
Donald St.	Wall St.
Donald St.	Willeys Ave.
Dora Pl.	Neely Ave.
Dormard Ave.	Boardwalk
Dormard Ave.	Edwards St.
Dormard Ave.	Loma Ave.
Dormard Ave.	Main St.
Dormard Ave.	Pecos St.
Dorsey Ave.	Loma Dr.
Dorsey Ave.	Pecos St.
Douglas Ave.	Alpine St.
Douglas Ave.	Austin St.
Douglas Ave.	"B" St.
Douglas Dr.	Boeing Dr.
Douglas Dr.	Cessna Dr.
Douglas Dr.	Culver Dr.
Douglas Ave.	"D" St.
Douglas Ave.	Delmar Ave.
Douglas Ave.	"H" St.
Douglas Ave.	"J" St.
Douglas Ave.	"L" St.
Douglas Ave.	McDonald St.
Douglas Ave.	"N" St.

ON	AT
Douglas Ave.	Northrup Dr.
Douglas Ave.	Tarleton St.
Douglas Ave.	Upland St.
Douglas Ave.	Ward St.
Douglas Ave.	Whitney Dr.
Douglas Ave.	Woodcrest Dr.
Dowdle Dr.	Neely Ave.
Dowdle Dr.	Ventura Ave.
Downing Ave.	Norwood St.
Downing Ave.	Stratton Dr.
Draw Ct.	Ranch Ave.
Drexel Ct.	Heritage Blvd.
Dukes Dr.	Polo Pkwy.
Dunbar St.	Cuthbert Ave.
Dunbar St.	Willingham Dr.
Dunbarton Oaks Blvd.	Mockingbird Ln.
Dunblane Dr.	Dumfries Rd.
Dunblane Dr.	Trobaugh Blvd.
Dunkirk St.	Downing Ave.
Dunkirk St.	Lehigh Dr.
Dunraven Ct.	Deer Run Ave.
Dupont Ct.	McPherson Ln.
Durant Dr.	Maxwell Dr.
Durant Dr.	Ward St.
Durant Dr.	Whitney Dr.
Dyer Cir.	Haynes Ave.
"E" St.	College Ave.
"E" St.	Indiana Ave.
"E" St.	Missouri Ave.
"E" St.	Washington Ave.
E. Broadway St.	Cuthbert Ave.
E. Broadway St.	Harvard Ave.
E. Broadway St.	Louisiana Ave.
E. Broadway St.	Michigan Ave.
E. Broadway St.	Storey Ave.
E. Circle Dr.	Delano Ave.
E. Industrial Loop	Industrial Ave.
Earhart Dr. (both intersections)	La Force Blvd.
Edgewood Dr.	Monty Dr.
Eastview Dr.	Bluebird Ln. (northbound)
Eastwood Dr.	Ric Dr.
Eastwood Dr.	Storey Ave.
Edgebrook Dr./Ct.	Rockwood Dr.
Edgebrook Dr./Pl.	Valwood Dr.
Edgemont Dr.	Tremont Ave.
Edgemont Dr.	Whittle Way
Edgewood Dr.	Cuthbert Ave.
Edgewood Dr.	Dewberry Dr.
Edgewood Dr.	Eisenhower Dr.
Edgewood Dr.	Glenwood Dr.

ON	AT
Edinburgh Dr.	Dumfries Rd.
Edinburgh Dr.	Trobaugh Blvd.
Edwards St.	Cedar Ave.
Edwards St.	Cuthbert Ave.
Edwards St.	Dormard Ave.
Edwards St.	Golf Course Rd.
Edwards St.	Mississippi Ave.
Edwards St.	Oak Ave.
Edwards St.	Parker Ave.
Edwards St.	Pecan Ave.
Edwards St.	Pine Ave.
Edwards St.	Shandon Ave.
Edwards St.	Spruce Ave.
Eisenhower Dr.	Anetta Dr.
Eisenhower Dr.	Comanche Dr.
Eisenhower Dr.	Edgewood Dr.
Eisenhower Dr.	Graceland Dr.
Elizabeth Ave.	Baldwin St.
Elizabeth Ave.	Carlton St.
Elizabeth Ave.	Clark St.
Elizabeth Ave.	Key St.
Elizabeth Ave.	Mann St.
Elk Ave.	"B" St.
Elm Ave.	Barber St.
Elm Ave.	Edwards St.
Elm Ave.	Main St.
Elma Dr.	Aspen Dr.
Elma Dr.	Whittle Way
Elma Dr.	Wydewood Dr.
Emerson Dr. / Ct.	Lanham St.
Emerson Dr.	Ward St.
Emerson Ln.	Ward St.
Emerson Pl.	Whitney Dr.
English Dr.	Benton St.
English Dr.	Golf Course Rd.
Erie Dr.	Devonian Dr.
Erie Dr.	Eisenhower Dr.
Erie Dr.	Graceland Dr.
Erie Dr.	Meadow Dr.
Escalara St.	Poppy Dr.
Escalara St.	Purtis Creek Dr.
Escondido	Frio Dr.
Estes Ave.	Carver St.
Estes Ave.	Colorado St.
Estes Ave.	Dallas St.
Estes Ave.	Jackson St.
Estes Ave.	Main St.
Estes Ave.	Marienfeld St.
Estes Ave.	Pecos St.
Estes Ave.	Whitaker St.

ON	AT
Eugene Ave.	Marienfeld St.
Everglade Ave.	Lindora Way
Everglade Ave.	Wydewood Dr.
Evergreen Ave.	Avalon Dr.
Evergreen Ave.	Golden Gate Dr.
Executive Ct.	Island Dr.
Exeter Ave.	Ward St.
Expedition Dr.	Fortune Dr.
"F" St.	College Ave.
"F" St.	Cuthbert Ave.
"F" St.	Indiana Ave.
"F" St.	Kentucky Ave.
"F" St.	Louisiana Ave.
"F" St.	Michigan Ave.
"F" St.	Missouri Ave.
Fairbanks Dr.	Mark Ln.
Fairfax Ct.	Ward St.
Fairfield Ln.	Mayfield Pl.
Fairfield Ln.	Whitman Dr.
Fairgate Dr.	Mark Ln.
Fairgreen Ct.	Fairbanks Dr.
Fairgrounds Rd.	Mockingbird Ln.
Fairgrounds Service Rd.	Rattler Ln.
Fairhaven Ct.	Whittle Way
Fairmont Dr.	Anetta Dr.
Fairmont Dr.	Waverly Dr.
Fairview Ln.	Castleford Rd.
Fairview Ln.	Chapel Hill Dr.
Fairview Ln.	Keswick Rd.
Fairwood Dr./Ct.	Rockwood Dr.
Fairwood Dr./Pl.	Valwood Dr.
Falcon Pl.	Concho Dr.
Fall Creek	Sandstone Dr.
Fannin Ave.	Dengar Ave.
Fannin Ave.	Lanham St.
Fannin Ave.	Mark Ln.
Fannin Ave.	McDonald Dr.
Fannin Ave.	Mogford St.
Fannin Ave.	Rees Ln.
Fannin Ave.	Tarleton St.
Fannin Ave.	Ward St.
Fannin Ave.	Whitney Dr.
Fargo Ave.	Boulder Dr.
Fargo Ave.	Norwood St.
Fargo Ave.	Stillmeadow Dr.
Fasken Dr.	Anetta Dr.
Feldspar Ln.	Granite Ln.
Feldspar Ln.	Quartz Ln.
Fern Ave.	Avalon Dr.
Fern Ave.	Golden Gate Dr.

ON	AT
Fiddler Rd.	Ranch Ave.
Fiddler Rd.	Southwest St.
Fieldcrest Ln.	Northfield Dr.
Fieldcrest Ln.	Woodhaven Dr.
Fielder St.	Crestgate Ave.
Fields Pl.	Keswick Rd.
Fiesta Ave.	Edwards St.
Fisher St.	Francis Ave.
Flare Ct.	Lanham St.
Flatland Ct.	Brush Dr.
Flicker Dr.	Sparhawk Dr.
Floyd Ct.	Trevino St.
Flycatcher Rd.	Blazing Saddle Blvd.
Foggy Bottom Ct.	McPherson Ln.
Fort Worth St.	California Ave.
Fort Worth St.	Cuthbert Ave.
Fort Worth St.	Gist Ave. (northbound)
Fort Worth St.	Golf Course Rd.
Fort Worth St.	Hicks Ave.
Fort Worth St.	Indiana Ave.
Fort Worth St.	Kentucky Ave.
Fort Worth St.	Longview Ave. (northbound)
Fort Worth St.	Louisiana Ave.
Fort Worth St.	Michigan Ave.
Fort Worth St.	Mississippi Ave.
Fort Worth St.	New Jersey Ave.
Fort Worth St.	New York Ave.
Fort Worth St.	Parker Ave.
Fort Worth St.	Peck Ave. (southbound)
Fort Worth St.	Pennsylvania Ave.
Fort Worth St.	Stokes Ave. (northbound)
Fort Worth St.	Stokes Ave. (southbound)
Fort Worth St.	Summit Ave. (northbound)
Fort Worth St.	Summit Ave. (southbound)
Fort Worth St.	Taylor Ave.
Fort Worth St.	Washington Ave.
Fort Worth St.	Wolcott Ave. (northbound)
Fort Worth St.	Wolcott Ave. (southbound)
Fortitude Ct.	Patriot Pkwy.
Founders Rd.	Commonwealth Rd.
Founders Rd.	Patriot Pkwy.
Fox Hollow Ct.	Greenbriar Dr.
Foxboro Ct.	Meadowpark Dr.
Francis Ave.	Baird St.
Francis Ave.	Belmont St.
Francis Ave.	Camp Dr.
Francis Ave.	Colorado St.
Francis Ave.	Main St.
Franklin Ave.	Crestview Rd.
Franklin Ave.	E. Circle Dr.

ON	AT
Franklin Ave.	Kelly St.
Franklin Ave.	Powell St.
Franklin Ave.	Walker St.
Franklin Ave.	Williams St.
Fredna Pl.	Dengar Ave.
Fredna Pl.	Neely Ave.
Freedom Ct.	Beal Pkwy.
Freeport Ln.	Nassau Dr.
Freeport Ln.	Shell Ave.
Friar Tuck Ct.	Widener Strp.
Friendship	Brush
Fringewood Dr.	Homestead Blvd.
Frontier Dr.	Fannin Ave.
Frontier Dr.	Lanham St.
Frontier Dr.	Ward St.
Frontier Dr.	Whitney Dr.
Frost Pl.	Castleford Pl.
"G" St.	Bedford Ave.
"G" St.	Community Ave.
"G" St.	Cuthbert Ave.
"G" St.	Douglas Ave.
"G" St.	Golf Course Rd.
"G" St.	Harvard Ave.
"G" St.	Industrial Ave.
"G" St.	Louisiana Ave.
"G" St.	Michigan Ave.
"G" St.	Missouri Ave.
Gallop Ct.	San Francisco Ave.
Gambles Quail Rd.	Mearns Ct.
Gambles Quail Rd.	Mountain Quail Rd.
Garden Ln.	Dallas St.
Garden Ln.	Fairgrounds Rd.
Garden Ln.	Fort Worth St.
Garden Ln.	Terrell St.
Garden Ln.	Tilden St.
Garfield St.	Bluebird Ln.
Garfield St.	Carter Ave.
Garrett Dr.	Navasota Dr.
Gaston Dr.	Delano Ave.
Gaston Dr.	Godfrey St.
Gaston Dr.	Monty Dr.
Gaston Dr.	Raymond Rd.
Gateway St.	Caldera Blvd.
George Ave.	Marienfeld St.
George Ave.	Pecos St.
George Yard Ct. / Ln.	Deer Run Ave.
Geraldine St.	Gulf Ave.
Geraldine St.	Neely Ave.
Geraldine St.	Shell Ave.
Gist Ave.	E. Industrial Loop

ON	AT
Gist Ave.	Main St.
Gist Ave.	Terrell St.
Gladewood Dr.	Homestead Blvd.
Gladewood Dr.	Prairie Ridge Dr.
Gladiola Ave.	Avalon Dr.
Gladiola Ave.	Golden Gate Dr.
Glasgow Dr.	Dumfries Rd.
Glasgow Dr.	Trobaugh Blvd.
Glen Mist Dr.	Fringewood Dr.
Glen Mist Dr.	Gladewood Dr.
Gleneagles Ct.	Greenbriar Dr.
Gleneagles Dr.	Greenbriar Dr.
Gleneagles Dr.	Mark Ln.
Glenwood Dr.	Edgewood Dr.
Glenwood Dr.	Leisure Dr.
Goddard Dr. / Ct.	Lanham St.
Goddard Dr.	Ward St.
Goddard Pl.	Meadowbrook Dr.
Goddard Pl.	Whitney Dr.
Godfrey St.	Avondale Dr.
Godfrey Ct.	Godfrey St.
Godfrey St.	Cuthbert Ave.
Godfrey St.	Douglas Ave.
Godfrey St.	Haynes Ave.
Godfrey St.	Louisiana Ave.
Godfrey St.	Neely Ave.
Godfrey St.	Northfield Dr.
Godfrey St.	Roosevelt Ave.
Godfrey St.	Shandon Ave.
Godfrey St.	St. Andrews Dr.
Godfrey St.	Tanner Dr.
Golden Gate Dr.	Briarwood Ave.
Golf Course Rd.	Elkins Rd.
Golf Course Rd.	Main St.
Golf Course Rd.(westbound)	Scharbauer Dr.
Goliad Dr.	Crockett Ave.
Goliad Dr.	Cuthbert Ave.
Goliad Dr.	Ric Dr.
Goode St.	Carter Ave.
Goode St.	Francis Ave.
Goode St.	Montgomery Ave.
Gossett St.	Indiana Ave.
Gossett St.	Missouri Ave.
Graceland Dr.	Beal Pkwy.
Graceland Dr.	Bentwood Dr.
Graceland Dr.	Eisenhower Dr.
Graham Dr.	Palmer Dr.
Grainger Rd.	Cedar Creek Rd.
Grainger Rd.	Milltown Rd.
Grainger Rd.	Porterfield Rd.

ON	AT
Grassland Blvd.	Crowley Blvd.
Grassland Blvd.	W. Heritage Blvd.
Greathouse Ave.	Brown Heart Ln.
Greathouse Ave.	Hilltop Dr.
Greathouse Ave.	Mathis St.
Greathouse Ave.	Spence Dr.
Greenbriar Ave.	Hyde Park Ave.
Greenbriar Dr.	Radcliff Ct.
Greenbriar Dr.	Springfield Ct.
Greenbriar Dr.	St. Andrews Dr.
Greenridge	Heritage Blvd.
Greenville Dr.	Valwood Dr.
Grey Ave.	Northern Ln.
Grey Ave.	Raleigh Point Dr.
Griffin Ave.	Colorado St.
Griffin Ave.	Dallas St.
Griffin Ave.	Fort Worth St.
Griffin Ave.	Goode St.
Griffin Ave.	Johnston St.
Griffin Ave.	Main St.
Griffin Ave.	Terrell St.
Griffin Ave.	Weatherford St.
Griffith Ct. / Dr.	Candlestick Dr. / Nolan Ryan Dr.
Griffith Dr.	Deauville Blvd.
Guadalupe St.	Frio Dr.
Guadalupe St.	Los Patios Dr.
Guadalupe St.	Rio Grande Ave.
Guadalupe St.	San Saba Ct.
Gulf Ave.	Cessna Dr.
Gulf Ave.	Culver Dr.
Gulf Ave.	"D" St.
Gulf Ave.	Godfrey St.
Gulf Ave.	Hughes St.
Gulf Ave.	Huntington St.
Gulf Ave.	"I" St.
Gulf Ave.	"L" St.
Gulf Ave.	Lanham St.
Gulf Ave.	McDonald Dr.
Gulf Ave.	Mark Ln.
Gulf Ave.	Mogford St.
Gulf Ave.	"N" St.
Gulf Ave.	Northrup Dr.
Gulf Ave.	Tarleton Dr.
Gulf Ave.	Ward St.
Gulf Ave.	Whitney Dr.
Gulf Ave.	Winfield Rd.
"H" St.	Bedford Dr.
"H" St.	College Ave.
"H" St.	Golf Course Rd.
"H" St.	Humble Ave.

ON	AT
"H" St.	Indiana Ave.
"H" St.	Michigan Ave.
"H" St.	Missouri Ave.
"H" St.	Neely Ave.
"H" St.	Ohio Ave.
"H" St.	Princeton Ave.
"H" St.	Tennessee Ave.
"H" St.	Washington Ave.
Hackberry Ct.	Teakwood Trace
Hagen Ct.	Beal Pkwy.
Half Moon Cir.	Riverside Dr.
Hall of Fame Blvd.	Arlington Rd.
Hall of Fame Blvd.	Avalon Dr.
Hall of Fame Blvd.	Riverfront Dr. / Shea Ln.
Hall of Fame Blvd.	Victory Pkwy.
Hamby Ave.	Carver St.
Hamby Ave.	Edwards St.
Hamby Ave.	Ft. Worth St.
Hamby Ave.	Jackson St.
Hamby Ave.	Main St.
Hamby Ave.	Marienfeld St.
Hamby Ave.	Tyler St.
Harlowe Dr.	Devonian Dr.
Harlowe Dr.	Mercedes Dr.
Harlowe Dr.	Monty Dr.
Harmony Dr.	Baumann Ave.
Harmony Dr.	Kansas Ave.
Harrier Dr.	Beachwood St.
Hart Ave.	Main St.
Hart Ave.	Marienfeld St.
Harvard Ave.	Cessna Dr.
Harvard Ave.	"D" St.
Harvard Ave.	Delmar St.
Harvard Ave.	"H" St.
Harvard Ave.	Idlewilde Dr.
Harvard Ave.	"L" St.
Harvard Ave.	Lanham St.
Harvard Ave.	Maberry St.
Harvard Ave.	"N" St.
Harvard Ave.	Whitney Dr.
Harvard Ave.	Woodcrest Dr.
Harvest Ave.	Firewheel Rd.
Harvest Rain Ct.	Moroni St.
Harvest Rain St.	Ojibwa St.
Harvest Rain St.	Ridge View St.
Harvest Rain St.	Valley View St.
Hathaway Ct.	Heritage Blvd.
Haynes Ave.	Godfrey St.
Haynes Ave.	Lanham St.
Haynes Ave.	Norwood St.

ON	AT
Haynes Ave.	Skyline Dr.
Haynes Ave.	Ward St.
Haynes Dr.	Ward St.
Haynes Dr.	Whitney Dr.
Haywood Dr.	Prairie Ridge Dr.
Hazel Ln.	Carriage Rd.
Heartland Ave.	Hereford Blvd.
Heartland Ave./Ct.	Heritage Blvd.
Heather Rd.	Castleford Rd. (both intersections)
Henderson St.	Rochester St.
Hereford Blvd.	Crowley Blvd.
Hereford Blvd.	Grassland Blvd.
Heritage Blvd.	Crowley Blvd.
Heritage Blvd.	Grassland Blvd.
Heritage Blvd.	Heartland Ave./Ct.
Heritage Blvd.	Highland Blvd.
Heritage Oak Dr.	Frio Dr.
Hernandez Ave.	Holdridge Rd.
Hickory Ave.	Benton St.
Hickory Ave.	Edwards St.
Hickory Ave.	Lincoln St.
Hickory Ave.	Tyler St.
Hicks Ave.	Camp St.
Hicks Ave.	Jefferson St.
Hicks Ave.	Johnston St.
Hicks Ave.	Main St.
Hicks Ave.	Moran St.
Hicks Ave.	Terrell St.
High Country Cir.	Copperhead Rd.
High Noon Ct.	Stake Ave.
Highland Blvd.	Heritage Blvd.
Highsky Dr.	Hyde Park Ave.
Hill Ave.	Crestview Rd.
Hill Ave.	Holly Dr.
Hillcrest Ct.	Hereford Pl.
Hillcrest Ct.	Heritage Blvd.
Hillsboro Ct.	Meadowpark Dr.
Hilltop Dr.	Oriole Dr.
Hilltop Dr.	Riverside Dr.
Hodges St.	Community Ln.
Hodges St.	Neely Ave.
Hogan Ct.	Trevino St.
Hogback Way	Black Butte
Hogback Way	Desert Spire
Hollandale Dr.	Carver St.
Hollandale Dr.	Parkway Dr.
Hollie Brook Pl.	Fairfield Ln.
Holloway Ave.	Clark St.
Holloway Ave.	"G" St.
Holloway Ave.	"H" St.

ON	AT
Holloway Ave.	Indiana Ave.
Holly Dr.	Raymond Rd.
Holly Dr.	Travis Ave.
Hollyberry Ln.	Bayberry Pkwy.
Holmsley St.	Marienfeld St.
Holmsley St.	Pecos St.
Homeland Ct. / Dr.	Homestead Blvd.
Homestead Blvd.	Hereford Blvd.
Homestead Blvd.	Homeland Ct.
Homestead Ct.	Homestead Blvd.
Honeysuckle Ln.	Corral Dr.
Honeysuckle Ln.	Lone Star Ln.
Hooper Way	Bear Dr.
Hooper Way	Matheson Dr.
Hopi Ct.	Washita
Horizon Rd.	Meadowside St.
Horizon Rd.	Sunnyvale St.
Houston Ave.	Lee St.
Houston Ave.	Madison St.
Houston Ave.	Tyler St.
Howard Dr.(both intersections)	Raymond Rd.
Hoya Dr.	Rainbow Rd.
Hoya Dr.	Sunshine Pkwy.
Hudson Ave.	Pecan Ave.
Hughes St.	Fannin Ave.
Hughes St.	Neely Ave.
Humble Ave.	Cessna Dr.
Humble Ave.	Godfrey St.
Humble Ave.	Huntington St.
Humble Ave.	"I" St.
Humble Ave.	"L" St.
Humble Ave.	Lanham St.
Humble Ave.	Main St.
Humble Ave.	Marcie Ln.
Humble Ave.	Mark Ln.
Humble Ave.	McDonald St.
Humble Ave.	"N" St.
Humble Ave.	Tarleton St.
Humble Ave.	Upland St.
Humble Ave.	Western Dr.
Huntington St.	Neely Ave.
Husk St.	Carriage Rd.
Husk St.	Ranch Ave.
Hyde Park Ave.	Ferncliff Ave.
Hyde Park Ave.	Godfrey St.
Hyde Park Ave.	Greenbriar Dr.
Hyde Park Ave.	Tarleton St.
"I" St.	Cimmaron Ave.
"I" St.	College Ave.
"I" St.	Golf Course Rd.

ON	AT
"I" St.	Holloway Ave.
"I" St.	Indiana Ave.
"I" St.	Kentucky Ave.
"I" St.	Missouri Ave.
"I" St.	Neely Ave.
"I" St.	Washington Ave.
I-20 N. Frontage Rd.	Midkiff Rd.
I-20 S. Frontage Rd.	Midkiff Rd.
Idlewilde Dr.	Cuthbert Ave.
Idlewilde Dr.	Preston Dr.
Idlewilde Dr.	Ric Dr.
Idlewilde Dr.	Storey Ave.
Idlewilde Dr.	Sunshine Pkwy.
Illinois Ave.	Carver St.
Illinois Ave.	Lee St.
Illinois Ave.	Terrell St.
Illinois Ave.	Thomason Dr.
Imperial Ave.	Cimmaron Ave.
Imperial Ave.	Godfrey St.
Imperial Ave.	Tarlton St.
Independence	Chuck Wagon
Indiana Ave.	Carlton St.
Indiana Ave.	Carver St.
Indiana Ave.	"G" St.
Indiana Ave.	"L" St.
Indiana Ave.	Lee St.
Indiana Ave.	Marienfeld St.
Indigo Sky Ct.	Daybreak Way
Industrial Ave.	Carver St.
Industrial Ave.	Lee St.
Industrial Ave.	Main St.
Industrial Ave.	Marienfeld St.
Inks Lake Ln.	Purtis Creek Dr.
Inselberg St.	Black Butte
Inwood Ct.	Ward St.
Iron Rd.	Ranch Ave.
Iron St.	Blazing Saddle Blvd.
Ironwood Dr.	Homestead Blvd.
Ironwood Dr.	Mosswood Dr.
Irwin Ct.	Crenshaw Dr.
Island Dr.	Greentree Blvd.
Island Dr.	Island Cir./Dr.
Island Dr. (northbound)	Island Cir./Dr.
Island Dr.	Rustic Tr.
Ivy Ct.	Rio Bravo St.
"J" St.	College Ave.
"J" St.	Community Ave.
"J" St.	Golf Course Rd.
"J" St.	Harvard Ave.
"J" St.	Holloway Ave.

ON	AT
"J" St.	Kentucky Ave.
"J" St.	Missouri Ave.
"J" St.	Washington Ave.
Jackson St.	Cherry Ln.
Jackson St.	Chestnut Ave.
Jackson St.	Cuthbert Ave.
Jackson St.	Garden Ln.
Jackson St.	Golf Course Rd.
Jackson St.	Illinois Ave.
Jackson St.	Indiana Ave.
Jackson St.	Jax Ave.
Jackson St.	Kentucky Ave.
Jackson St.	New York Ave.
Jackson St.	Nobles Ave.
Jackson St.	Parker Ave.
Jackson St.	Pennsylvania Ave.
Jackson St.	Texas Ave.
Jackson St.	Wall St.
Jackson St.	Walnut Ln.
Jackson St.	Washington Ave.
Jacotte Cir. (both intersections)	Golf Course Rd.
Jadewood Dr.	Homestead Blvd.
Jamestown St.	Arlington Rd.
Jamestown St.	Bunker Hill Rd.
Jax Ave.	Carver St.
Jax Ave.	Fort Worth St.
Jax Ave.	Main St.
Jax Ave.	Marienfeld St.
Jax Ave.	Terrell St.
Jax Ave.	Tilden St.
Jefferson St.	California Ave.
Jefferson St.	Gist Ave.
Jefferson St.	Indiana Ave.
Jefferson St.	Kentucky Ave.
Jefferson St.	New Jersey Ave.
Jefferson St.	New York Ave.
Jefferson St.	Pennsylvania Ave.
Jefferson St.	Wall St.
Jefferson St.	Washington Ave.
Jesse St.	Illinois Ave.
Jesse St.	Texas Ave.
Jesse St.	Wall St.
Johnston St.	Carter Ave.
Johnston St.	Francis Ave.
Johnston St.	Industrial Ave.
Johnston St.	Montgomery Ave.
Jordan Ave.	Godfrey Ct.
Jordan Ave.	Wedgewood St.
Jordy Rd.	Tower Rd.
Joy Dr.	Bentwood Dr.

ON	AT
July Fourth Rd.	Colony Rd.
July Fourth Rd.	Vanguard Rd.
July Fourth Rd.	Victory Pkwy.
Juniper Ct.	Teakwood Trace
"K" St.	Carter Ave.
"K" St.	College Ave.
"K" St.	Community Ln.
"K" St.	Cuthbert Ave.
"K" St.	Francis Ave.
"K" St.	Golf Course Rd.
"K" St.	Griffin Ave.
"K" St.	Holloway Ave.
"K" St.	Industrial Ave.
"K" St.	Missouri Ave.
"K" St.	Washington Ave.
Kanawha	Navajo
Kanawha	Pueblo
Kansas Ave.	Alpine St.
Kansas Ave.	Baird St.
Kansas Ave.	E. Broadway
Kansas Ave.	"C" St.
Kansas Ave.	Carrizo St.
Kansas Ave.	"D" St.
Kansas Ave.	Delmar St.
Kansas Ave.	"F" St.
Kansas Ave.	Fort Worth St.
Kansas Ave.	"G" St.
Kansas Ave.	Godfrey St.
Kansas Ave.	McDonald St.
Kansas Ave.	Main St.
Kansas Ave.	Marienfeld St.
Kansas Ave.	Pecos St.
Kansas Ave.	Terrell St.
Kansas Ave.	W. Broadway
Keith St.	Cowden Ave.
Keith St.	Eugene Ave.
Keith St.	George Ave.
Keith St.	Hamby Ave.
Keith St.	Hart Ave.
Keith St.	Humble Ave.
Keith St.	Jax Ave.
Keith St.	Nobles Ave.
Keith St.	Parker Ave.
Kelly St.	Travis Ave.
Kensington Ln.	Polo Pkwy.
Kent St.	Kansas Ave.
Kent St.	Louisiana Ave.
Kent St.	Michigan Ave.
Kentucky Ave.	"B" St.
Kentucky Ave.	Bankhead Hwy.

ON	AT
Kentucky Ave.	Benton St.
Kentucky Ave.	"C" St.
Kentucky Ave.	Carver St.
Kentucky Ave.	Clark St.
Kentucky Ave.	Clay St.
Kentucky Ave.	"D" St.
Kentucky Ave.	"E" St.
Kentucky Ave.	"G" St.
Kentucky Ave.	"H" St.
Kentucky Ave.	"K" St.
Kentucky Ave.	Lamesa Rd.
Kentucky Ave.	Lee St.
Kentucky Ave.	Lincoln St.
Kentucky Ave.	Main St.
Kentucky Ave.	Marienfeld St.
Kentucky Ave.	Pecos St.
Kentucky Ave.	Stonewall St.
Kentucky Ave.	Tilden St.
Kentucky Ave.	Tyler St.
Kentucky Ave.	Webster St.
Keri Ct.	Noel Ave.
Kerth St.	Ohio Ave.
Kessler Ave.	Crestview Rd.
Kessler Ave.	Powell St.
Keswick Rd.	Melville Dr.
Key St.	Brunson Ave.
Key St.	Kentucky Ave.
Key St.	Washington Ave.
Keystone Ct.	Gunnison Dr.
Killdeer Ct.	Beachwood St.
Kilyn Ct.	Beal Pkwy.
Kimbrough St.	Delano Ave.
King Kelly Ct.	Mac Dr.
King Richards Row	Oriole Dr.
Kingsboro Ct. (both intersections)	Meadowpark Dr.
Kingston Dr.	Southampton Ln.
Kingwood Ct.	Valwood Dr.
Kiowa Dr.	Eisenhower Dr.
Kiowa Dr.	Meadow Dr.
Kirkwood Dr.	Homeland Dr.
Knights Pl.	Castleford Rd.
"L" St.	Bedford Dr.
"L" St.	Carter Ave.
"L" St.	Cimmaron Ave.
"L" St.	College Ave.
"L" St.	Community Ave.
"L" St.	Cuthbert Ave.
"L" St.	Holloway Ave.
"L" St.	Humble Ave.
"L" St.	Kentucky Ave.

ON	AT
"L" St.	Louisiana Ave.
"L" St.	Michigan Ave.
"L" St.	Missouri Ave.
"L" St.	Neely Ave.
"L" St.	Shell Ave.
"L" St.	Sinclair Ave.
"L" St.	Stanolind Ave.
"L" St.	Warwick Pl.
"L" St.	Washington Ave.
La Force Blvd.	Sloan Field Blvd.
La Jolla Cv.	Guadalupe St.
La Salle Cir.	Mark Ln.
Lady Bird Ln.	Partridge St.
Laguna Meadows Tr.	Madrone Ave.
Laguna Meadows Tr.	San Felipe Dr.
Lamesa Rd.	Indiana Ave.
Lampasas Dr.	Heritage Oaks Dr.
Lancashire Rd.	Castleford Rd.
Lancashire Rd.	Polo Parkway
Landon Ct.	Blake Dr.
Lanham St.	Ainslee St.
Lanham St.	Cimmaron Ave.
Lanham St.	Cuthbert Ave.
Lanham St.	Dartmouth Dr.
Lanham St.	Fannin Ave.
Lanham St.	Haynes Ave.
Lanham St.	Kansas Ave.
Lanham St.	Louisiana Ave.
Lanham St.	Maxwell Dr.
Lanham St.	Neely Ave.
Lanham St.	Princeton Ave.
Lanham St.	Shandon Ave.
Lanham St.	Shell Ave.
Lanham St.	Storey Ave.
Lanham St.	Ward St.
Laughlin Ct.	Corral Dr.
Laura Dr.	Bentwood Dr.
Laura Dr.	Edgewood Dr.
Laura Dr.	Goliad Dr.
Laurel Ln.	Raleigh Point Dr.
Lavaca Ave.	Conroe St.
Lavaca Ave.	Spence Dr.
Lawson St.	"D" St.
Lawson St.	"G" St.
Lawson Ave.	"H" St.
League Dr.	Crowley Blvd.
Learmont Dr.	Chapel Hill Dr.
Learmont Dr.	Keswick Rd.
Leather Ln.	Ivy Ct.
Leather Ln.	Southwest Ct.

ON	AT
Leatherwood Dr.	Honeysuckle Ln.
Leddy Dr.	Cedar Spring Dr.
Leddy Dr.	Edgewood Dr.
Leddy Dr.	Harlowe Dr.
Leddy Dr.	Mercedes Dr.
Lee St.	California Ave.
Lee St.	Garden Ln.
Lee St.	New York Ave.
Lee St.	South Ln.
Lee St.	Walnut Ln.
Legacy Oaks Ct.	Dunbarton Oaks Blvd.
Legends Blvd.	Wagner St./Dr.
Lehigh Dr.	Norwood St.
Leisure Dr.	Beal Pkwy.
Leisure Dr.	Bentwood Dr.
Leisure Dr.	Eisenhower Dr.
Leisure Dr.	Tradewinds Blvd.
Lennox Dr.	Fargo Ave.
Lennox Dr.	Westminster Dr.
Lexington St.	Concord Ave.
Liberty Ct.	Beal Pkwy.
Liberty Dr.	Starboard Dr.
Liddon Ave.	Bryant St.
Liddon Ave.	Keith St.
Liddon Ave.	Marienfeld St.
Lincoln St.	California Ave.
Lincoln St.	Cherry Ln.
Lincoln St.	Garden Ln.
Lincoln St.	Illinois Ave.
Lincoln St.	Indiana Ave.
Lincoln St.	New York Ave.
Lincoln St.	Oak Ave.
Lincoln St.	Orchard Ln.
Lincoln St.	Pecan Ave.
Lincoln St.	Pennsylvania Ave.
Lincoln St.	Pine Ave.
Lincoln St.	Texas Ave.
Lincoln St.	Wall St.
Lincoln St.	Washington Ave.
Lincoln St.	Willeys Ave.
Lincoln Green Ct.	Widener Strp.
Lindbergh Dr.	Banks Dr.
Lindbergh Dr.	Windecker St.
Lindbergh Dr.	Wright Dr.
Lindora Way	Sinclair Ave.
Lindora Way	Sunshine Pkwy.
Little John Ln.	Sherwood Dr.
Little River Ct.	Bosque Dr.
Livingston St.	Rio Grande Ave.
Llano Ct.	Barton Creek Rd.

ON	AT
Llano Ct.	Crowley Blvd.
Llano Ct.	Frio Dr.
Llano Ct.	Los Patios Dr.
Llano Ct.	Rio Grande Ave.
Lockheed Dr.	Ainslee St.
Lockheed Ave.	Alpine St.
Lockheed Dr.	Boeing Dr.
Lockheed Dr.	Cessna Dr.
Lockheed Dr.	Culver Dr.
Lockheed Ave.	Denton St.
Lockheed Dr.	Lanham St.
Lockheed Dr.	Murray St.
Lockheed Dr.	Northrup Dr.
Lockheed Dr.	Sparks St.
Lockheed Dr.	Ward St.
Lockheed Dr.	Whitney Dr.
Locksley Ct.	Yorkshire Dr.
Loess St.	Black Butte
Logan Ct.	Beal Pkwy.
Logan Creek Rd.	Cooper Creek Rd.
Logan Creek Rd.	Stonebridge Dr.
Loma Dr.	Alta Ave.
Loma Dr.	Neely Ave.
Loma Dr.	Pecan Ave.
Loma Vista St.	Orchard Ln.
London Ct.	Yorkshire Dr.
Lone Oak	Peregrine Hill
Lone Oak	Sherwood Dr.
Lone Star Ln.	Buffalo Gap
Lone Star Ln.	Occidental Pkwy.
Lonesome Dove Ln.	Southwest St.
Longhorn Ln.	Montero Ln.
Longview Ave.	Baird St. (eastbound)
Longview Ave.	Baird St. (westbound)
Longview Ave.	Terrell St. (eastbound)
Loop 250 E. Frontage Rd.	Industrial Ave.
Loraine St.	California Ave.
Loraine St.	Collins Ave.
Loraine St.	Cowden Ave.
Loraine St.	Cuthbert Ave.
Loraine St.	Dakota Ave.
Loraine St.	Francis Ave.
Loraine St.	Gist Ave.
Loraine St.	Griffin Ave.
Loraine St.	Hamby Ave.
Loraine St.	Hicks Ave.
Loraine St.	Jax Ave.
Loraine St.	Kansas Ave.
Loraine St.	Louisiana Ave.
Loraine St.	Michigan Ave.

ON	AT
Loraine St.	Missouri Ave.
Loraine St.	New Jersey Ave.
Loraine St.	New York Ave.
Loraine St.	Pennsylvania Ave.
Loraine St.	Texas Ave.
Loraine St.	Wall St.
Loraine St.	Washington Ave.
Los Alamitos Dr.	Lancashire Rd.
Los Alamitos Ct.	Los Alamitos Dr.
Los Conchos Ln.	Avalon Dr.
Los Padres Dr.	Carmel Ct.
Los Padres Dr.	Los Patios Dr.
Los Patios Dr.	Crowley Blvd.
Los Patios Dr.	Holiday Hill Rd.
Louisiana Ave.	Alpine St.
Louisiana Ave.	Delmar St.
Louisiana Ave.	Lamesa Rd.
Louisiana Ave.	Main St.
Louisiana Ave.	McDonald Dr.
Lumina Dr.	Sunrise Way
Lynn Ave.	Carver St.
Lynn Ave.	Cottonwood Ave.
Lynn Ave.	Jackson St.
Lynn Ave.	Tyler St.
"M" St.	Brunson Ave.
"M" St.	College Ave.
"M" St.	Holloway Ave.
"M" St.	Indiana Ave.
"M" St.	Kentucky Ave.
"M" St.	Louisiana Ave.
"M" St.	Michigan Ave.
"M" St.	Missouri Ave.
"M" St.	Ohio Ave.
"M" St.	Washington Ave.
Maberry St.	Cimmaron Ave.
Maberry St.	Country Club Dr.
Maberry St.	Cuthbert Ave.
Maberry St.	Fannin Ave.
Maberry St.	Frontier Dr.
Maberry St.	Kansas Ave.
Maberry St.	Neely Ave.
Maberry St.	Sinclair Ave.
Maberry St.	Storey Ave.
Mac Dr.	Mile High Ln.
Mac Dr.	Spahn St.
Madison St.	California Ave.
Madison St.	Garden Ln.
Madison St.	Illinois Ave.
Madison St.	Indiana Ave.
Madison St.	Industrial Ave.

ON	AT
Madison St.	Kentucky Ave.
Madison St.	New York Ave.
Madison St.	South Ln.
Madison St.	Wall St.
Madison St.	Walnut Ln.
Madrone Ave.	Pavilion Pkwy.
Madrone Ave.	Stonebridge Dr.
Magnolia Ave.	Benton St.
Magnolia Ave.	Butternut Ln.
Magnolia Ave.	Edwards St.
Magnolia Ave.	Lincoln St.
Magnolia Ave.	Peterson St.
Maid Marian Ct.	Sherwood Dr.
Main St.	Cuthbert Ave.
Main St.	Gist Ave.
Main St.	Golf Course Rd.
Main St.	Scharbauer Dr.
MaMar Ave.	Cessna Dr.
Mann St.	Kentucky Ave.
Manor Ct.	Douglas Dr.
Manor St.	Cuthbert Ave.
Manor St.	Douglas Dr.
Manor St.	Storey Ave.
Maple Ave.	Benton St.
Maple Ave.	Butternut Ln.
Maple Ave.	Edwards St.
Maple Ave.	Lincoln St.
Maple Ave.	Peterson St.
Maple Ave.	Tyler St.
Marantha Pl.	Dengar Ave.
Marfa Ln.	Tin Tr.
Mariana Ave.	Michigan Ave.
Mariana Ave.	Ohio Ave.
Mariana Ave.	Powell St.
Mariana Ave.	Roosevelt Ave.
Marienfeld St.	Carter Ave.
Marienfeld St.	Cowden Ave.
Marienfeld St.	Cuthbert Ave.
Marienfeld St.	Dakota Ave.
Marienfeld St.	Louisiana Ave.
Marienfeld St.	Michigan Ave.
Marienfeld St.	Missouri Ave.
Marienfeld St.	Nobles Ave.
Marienfeld St.	Ohio Ave.
Marienfeld St.	Parker Ave.
Mark Ln.	Dengar Ave.
Mark Ln.	Neely Ave.
Mark Ln.	Sinclair Ave.
Mark Ln.	St. Andrews Dr.
Mark Ln.	Whittle Way

ON	AT
Market St.	I-20 N. Frontage Rd.
Market St.	Industrial Ave.
Marmon Dr.	Maxwell Dr.
Marmon Dr.	Ward St.
Marmon Dr.	Whitney Dr.
Marshall St.	California Ave.
Marshall St.	Gist Ave.
Marshall St.	Hicks Ave.
Marshall St.	Indiana Ave.
Marshall St.	Kentucky Ave.
Marshall St.	New York Ave.
Marshall St.	Pennsylvania Ave.
Marshall St.	Texas Ave.
Marshall St.	Wall St.
Marshall St.	Washington Ave.
Matheson Dr.	Expedition Dr.
Matheson Dr.	Thule Dr.
Mathis St.	Briarwood Ave.
Mathis St.	Canadian Ave.
Mathis St.	Spence Dr.
Maverick Ln.	Cattleman Dr.
Maverick Ln.	Cowboy Dr.
Maxwell Dr.	Lanham St.
Maxwell Dr.	Ward St.
Maxwell Dr.	Whitney Dr.
Mayfield Pl.	Mockingbird Ln.
McClintic St.	Community Ave.
McClintic St.	Neely Ave.
McClintic St.	Southgate St.
McDonald Dr.	Bedford Ave.
McDonald Dr.	Cedar Spring Dr.
McDonald Dr.	Cimmaron Ave.
McDonald Dr.	Cuthbert Ave.
McDonald Dr.	Gulf Ave.
McDonald Dr.	Neely Ave.
McDonald Dr.	Ohio Ave.
McDonald Dr.	Kansas Ave.
McDonald Dr.	Shell Ave.
McDonald Dr.	Spraberry Dr.
McDonald Dr.	Tanner Dr.
McDonald St.	Greenbriar Dr.
McGarvey St.	Kentucky Ave.
McKenzie St.	Carter Ave.
McKenzie St.	Francis Ave.
McKenzie St.	Griffin St.
McKenzie St.	Montgomery Ave.
McKenzie St.	New Jersey Ave.
McKenzie St.	Taylor Ave.
McPherson Ln.	Bunker Hill Rd.
McPherson Ln.	Musket Dr.

ON	AT
Meadow Dr.	Anetta Dr.
Meadow Dr.	Brookdale Dr.
Meadow Dr.	Comanche Dr.
Meadow Dr.	Erie Dr.
Meadow Dr.	Graceland Dr.
Meadow Dr.	Parkdale Dr.
Meadow Dr.	Pasadena Dr.
Meadow Dr.	Pleasant Dr.
Meadowbrook Dr.	Moss Ave.
Meadowlark Ln.	Oriole Dr.
Meadowridge Ln.	Arroyo Dr.
Meadowridge Ln.	Skyline Dr.
Meadowwood Ct.	Spring Meadow Ct.
Medina Dr.	Barton Creek Rd.
Medina Dr.	Sabine Dr.
Megan Ct.	Garrett Dr.
Mel Ott Ln.	Mile High Ln.
Mel Ott Ln.	Spahn St.
Melville Dr.	Bluebird Ln.
Melville Dr.	Faulkner Dr.
Memorial Ct.	Riverfront Dr.
Mercedes Dr.	Devonian Dr.
Mercedes Dr.	Eisenhower Dr.
Meredith Pl.	Concho Dr.
Meridian Rd.	Briscoe Rd.
Meridian Rd.	Purtis Creek Dr.
Merrill Dr.	Norwood St.
Merrill Dr. / Ct.	Stratton Dr.
Mesa Dr.	Storey Ave.
Mesquite Ln.	Jackson St.
Mesquite Ln.	Lee St.
Mesquite Ln.	Lincoln St.
Mesquite Ln.	Tyler St.
Metz Ct.	Ward St.
Metz Dr.	Ward St.
Metz Dr.	Whitney Dr.
Metz Pl.	Lanham St.
Michigan Ave.	Alpine St.
Michigan Ave.	Delmar St.
Michigan Ave.	Godfrey St.
Michigan Ave.	Kent St.
Michigan Ave.	Lamesa Rd.
Michigan Ave.	Main St.
Michigan Ave.	McDonald St.
Michigan Ave.	Powell St.
Michigan Ave.	Terrell St.
Midkiff Rd.	Bluebird Ln.
Midkiff Rd.	I-20 N. Frontage Rd.
Midkiff Rd.	I-20 S. Frontage Rd.
Midkiff Rd.	Mockingbird Ln.

ON	AT
Midland Dr.	U.S. 80 Service Rd.
Mile High Ln.	Wagner Dr.
Miller Dr.	Crenshaw Dr.
Miller Dr./Ct.	Trevino St.
Milltown Rd.	Cooper Creek Rd.
Milltown Rd.	Stonebridge Dr.
Mimosa Ct.	Rosewood Dr.
Mineola St.	California Ave.
Mineola St.	Gist Ave.
Mineola St.	Hicks Ave.
Mineola St.	Indiana Ave.
Mineola St.	Kentucky Ave.
Mineola St.	New Jersey Ave.
Mineola St.	New York Ave.
Mineola St.	Pennsylvania Ave.
Mineola St.	Texas Ave.
Mineola St.	Wall St.
Mineola St.	Washington Ave.
Minuteman Rd.	Anthem Rd.
Mission Ct.	Godfrey St.
Mississippi Ave.	Baird St.
Mississippi Ave.	Dallas St.
Mississippi Ave.	Terrell St.
Missouri Ave.	"A" St.
Missouri Ave.	Carver St.
Missouri Ave.	Colorado St.
Missouri Ave.	"G" St.
Missouri Ave.	Jefferson St.
Missouri Ave.	Lee St.
Missouri Ave.	Loraine St.
Missouri Ave.	Madison St.
Missouri Ave.	Main St.
Missouri Ave.	Marienfeld St.
Missouri Ave.	Marshall St.
Missouri Ave.	Mineola St.
Mitchell St.	Delano Ave.
Mitchell St.	Franklin Ave.
Mockingbird Ln.	"A" St.
Mockingbird Ln.	Avalon Dr.
Mockingbird Ln.	Fairgrounds Rd.
Mockingbird Ln.	Midkiff Rd.
Mockingbird Ln.	Oriole Dr.
Mogford St.	Cimmaron Ave.
Mogford St.	Cuthbert Ave.
Mogford St.	Dengar Ave.
Mogford St.	Fannin Ave.
Mogford St.	Humble Ave.
Mogford St.	Kansas Ave.
Mogford St.	Lockheed Dr.
Mogford St.	Louisiana Ave.

ON	AT
Mogford St.	Michigan Ave.
Mogford St.	Neely Ave.
Mogford St.	Princeton Ave.
Mogford St.	Shandon Ave.
Mogford St.	Shell Ave.
Mogford St.	Sinclair Ave.
Mogford St.	Storey Ave.
Montero Ln.	Avalon Dr.
Montgomery Ave.	Belmont St.
Montgomery Ave.	Camp St.
Montgomery Ave.	Fort Worth St.
Montgomery Ave.	Main St.
Monty Dr.	Leddy Dr.
Monty Dr.	McDonald St.
Monty Dr.	Mercedes Dr.
Monty Dr.	Raymond Rd.
Moonlight Rd.	Husk St.
Moran St.	Carter Ave.
Moran St.	Collins St.
Moran St.	Dakota Ave.
Moran St.	Francis St.
Moran St.	Griffin Ave.
Moran St.	Industrial Ave.
Moran St.	Marlin St.
Moran St.	Montgomery Ave.
Moran St.	New Jersey Ave.
Moran St.	Taylor Ave.
Morgan Way	English Dr.
Morgan Way	Golf Course Rd.
Moroni St.	Lumina Ct.
Moroni St.	Overshine Ln.
Moss Ave.	Ward St.
Moss Ave.	Whitney Dr.
Mosswood Dr.	Brandy Hill Rd.
Mosswood Dr.	Homestead Blvd.
Mountain Quail Rd.	Scaled Quail Rd.
Mulberry Ln.	Madison St.
Mulberry Ln.	San Andres Dr.
Murray St.	Princeton Ave.
Musial Way	Avalon Dr.
Musial Way	O'Rourke St.
"N" St.	Bedford Dr.
"N" St.	Brunson Ave.
"N" St.	Carter Ave.
"N" St.	College Ave.
"N" St.	Community Ln.
"N" St.	Country Club Dr.
"N" St.	Cuthbert Ave.
"N" St.	Harvard Ave.
"N" St.	Holloway Ave.

ON	AT
"N" St.	Humble Ave.
"N" St.	Indiana Ave.
"N" St.	Kentucky Ave.
"N" St.	Louisiana Ave.
"N" St.	Michigan Ave.
"N" St.	Missouri Ave.
"N" St.	Neely Ave.
"N" St.	New Jersey Ave.
"N" St.	Rhode Island Ave.
"N" St.	Seaboard Ave.
"N" St.	Sinclair Ave.
"N" St.	Southgate St.
"N" St.	Washington Ave.
Nash Ave.	Copus St.
Nash Ave.	Hudson Ave.
Nassau Ct.	Geraldine St.
Nassau Dr.	Geraldine St.
Nasworthy Pl.	Rio Grande Ave.
Navajo Rd.	Shawnee
Navasota Dr.	Frio Dr.
Navasota Dr.	Llano Ct.
Navasota Dr.	Oak Creek Dr.
Navasota Dr.	Pedernales Dr.
Navasota Dr.	Rio Grande Ave.
Navasota Dr.	Sabine Dr.
Navidad Ct.	Navasota Dr.
Neely Ave.	Godfrey St.
Neely Ave.	"I" St.
Neely Ave.	Tarleton St.
Neely Ave.	Ward St.
Neely Ave.	Whittle Way
Neely Ave.	Wydewood Dr.
Neely Ct.	Neely Ave.
Neely Service Rd.	Cumberland Dr.
Neely Service Rd.	"D" St.
Neely Service Rd.	Oaklawn Dr.
Nevan Ct.	Beal Pkwy.
New Jersey Ave.	Camp St.
New Jersey Ave.	Johnston St.
New Jersey Ave.	"L" St.
New Jersey Ave.	Main St.
New Jersey Ave.	Marshall St.
New Jersey Ave.	McKenzie St.
New Jersey Ave.	Terrell St.
New Jersey Ave.	Wayside Dr.
New York Ave.	Calhoun St.
New York Ave.	Carver St.
New York Ave.	Clay St.
New York Ave.	Industrial Ave.
New York Ave.	Main St.

ON	AT
New York Ave.	Marienfeld St.
New York Ave.	Tilden St.
Newcastle Dr.	Wellington Ct.
Nicklaus St.	Crenshaw Dr.
Nobles Ave.	Carver St.
Nobles Ave.	Edwards St.
Nobles Ave.	Main St.
Nobles Ave.	Pecos St.
Nobles Ave.	Tilden St.
Noel Ave.	Lanham St.
Noel Ave.	Ward St.
Nolan Ryan Dr.	Legends Blvd.
Norman	Bankhead Hwy.
Normandy Ln.	Polo Pkwy.
Normandy Ln.	Stoneleigh Dr.
North Service Rd.	Windecker St.
Northcrest Dr.	Hilltop Dr.
Northern Ln.	Expedition Dr.
Northfield Ct.	Godfrey St.
Northfield Dr.	Godfrey St.
Northfield Dr.	Skyline Dr.
Northgate Ave.	Briarwood Ave.
Northgate Ave.	Northcrest Dr.
Northrup Dr.	Fannin Ave.
Northrup Dr.	Neely Ave.
Northrup Dr.	Princeton Dr.
Northrup Dr.	Sentinel Dr.
Northtown Ct.	Lanham St.
Northtown Pl.	Meadowbrook Dr.
Northtown Pl.	Whitney Dr.
Norwood St.	Lehigh Dr.
Norwood St.	St. Andrews Dr.
Nottingham Ln.	Sherwood Ln.
Nottingham Ln.	Widener Strp.
Nueces Dr.	Heritage Oaks Dr.
"O" St.	Missouri Ave.
Oak Ave.	Benton St.
Oak Ave.	Butternut Ln.
Oak Ave.	Main St.
Oak Valley Dr.	Greathouse Ave.
Oak Valley Dr.	Oriole St.
Oak Valley Dr.	Spence Dr.
Oaklawn Dr.	Humble Ave.
Oaklawn Dr.	Neely Ave.
Oaklawn Dr.	Stanolind Ave.
Oaklawn Dr.	Ventura Ave.
Oakmont Dr.	Tremont Ave.
Oakmont Dr.	Whittle Way
Oakridge Dr. / Ct.	Gateway St.
Ohio Ave.	Alpine St.

ON	AT
Ohio Ave.	Baird St.
Ohio Ave.	"C" St.
Ohio Ave.	Carrizo St.
Ohio Ave.	"D" St.
Ohio Ave.	Delmar St.
Ohio Ave.	"F" St.
Ohio Ave.	Fort Worth St.
Ohio Ave.	"G" St.
Ohio Ave.	Godfrey St.
Ohio Ave.	"L" St.
Ohio Ave.	Main St.
Ohio Ave.	Marienfeld St.
Ohio Ave.	Mineola St.
Ohio Ave.	"N" St.
Ohio Ave.	Powell St.
Ohio Ave.	Weatherford St.
Ojibwa St.	Daybreak Way
Ojibwa St.	Overshine Ln.
Ojibwa	Pueblo
Ojibwa	Tejas
Olympic Ct.	Candlestick Dr.
Onyx Dr.	Farm-to-Market Rd. 1788
Orchard Ln.	Carver St.
Orchard Ln.	Lee St.
Oriental Ave.	Ventnor Ave.
Oriole Dr.	Mockingbird Ln.
Oriole Dr.	Tanforan Ave.
Oriole Dr.	Teakwood Trc.
Osage St.	Spruce Ave.
Osprey Dr.	Beachwood St.
Osprey Dr.	Flicker Dr.
Outlaw Ct.	Husk St.
Overshine Ln.	Fairgrounds Rd.
Overshine Ln.	Harvest Rain St.
Overshine Ln.	Sunrise Way
Oxford St.	Ohio Ave.
Pacific Ave.	Boardwalk
Pacific Ave.	Carver St.
Pagewood Dr.	Prairie Ridge Dr.
Palmer Dr.	Nicklaus St.
Palo Pinto Ct.	Lampasas Dr.
Paradise Ln.	Island Dr.
Park Ln.	Holly Dr.
Park Ln.	Tanner Dr.
Parker Ave.	Carver St.
Parker Ave.	Main St.
Parker Ave.	Tilden St.
Parker Ave.	Tyler St.
Parkhurst Dr.	Fargo Ave.
Parkhurst Dr.	Westminster Dr.

ON	AT
Parkwood Dr.	Brownwood Dr.
Parton Way	Mayfield Pl.
Parton Way	Whitman Dr.
Partridge St.	Baron Dr.
Partridge St.	Moonlight Rd.
Partridge St.	Outlaw Ct.
Partridge St.	Tin Tr.
Partridge St.	Wagon Ct.
Pasadena Dr.	Eisenhower Dr.
Pasadena Dr.	Spraberry Dr.
Patman Pl.	Concho Dr.
Patrick Pl.	Mayfield Pl.
Patrick Pl.	Semper Fidelis
Patriot Pkwy.	Avalon Dr.
Pavilion Pkwy.	San Felipe Dr.
Pavilion Pkwy.	Stonebridge Dr.
Peach St.	Kessler Ave.
Pebble Ct.	Bent Tree Tr.
Pecan Ave.	Cumberland Dr.
Pecan Ave.	"D" St.
Pecan Ave.	"I" St.
Pecan Ave.	"L" St.
Pecan Ave.	Main St.
Pecan Ave.	Oaklawn Dr.
Pecan Ave.	Pecos St.
Pecan Ave.	Pine Ave.
Pecan Ave.	Tyler St.
Peck Ave.	Baird St. (westbound)
Peck Ave.	Terrell St. (eastbound)
Pecos St.	Boyd Ave.
Pecos St.	California Ave.
Pecos St.	Cuthbert Ave.
Pecos St.	Dormard Ave.
Pecos St.	Indiana Ave.
Pecos St.	Industrial Ave.
Pecos St.	Liddon Ave.
Pecos St.	Louisiana Ave.
Pecos St.	Michigan Ave.
Pecos St.	Missouri Ave.
Pecos St.	Neely Ave.
Pecos St.	Ohio Ave.
Pecos St.	Spruce Ave.
Pecos St.	Storey Ave.
Pecos St.	Tennessee Ave.
Pedernales Dr.	Crowley Blvd.
Pedernales Dr.	Lampasas Dr.
Pedernales Dr.	Llano Ct.
Pedernales Dr.	Medina Dr.
Pedernales Dr.	San Saba Ave.
Pennsylvania Ave.	Atlanta St.

ON	AT
Pennsylvania Ave.	Baird St.
Pennsylvania Ave.	Benton St.
Pennsylvania Ave.	Camp St.
Pennsylvania Ave.	Carver St.
Pennsylvania Ave.	Clay St.
Pennsylvania Ave.	Jackson St.
Pennsylvania Ave.	Lamesa Rd.
Pennsylvania Ave.	Main St.
Pennsylvania Ave.	Marienfeld St.
Pennsylvania Ave.	Pecos St.
Pennsylvania Ave.	Tilden St.
Pennsylvania Ave.	Tyler St.
Pentagon Rd.	Commonwealth Rd.
Peregrine Hill	Delaney
Permian Ct.	Manor St.
Peterson St.	Oak Ave.
Peterson St.	Pecan Ave.
Phillip Pl.	Preston Dr.
Pike Way	Expedition Dr.
Pike Way	Laurel Ln.
Pilot Ave.	La Force Blvd.
Pilot Ave.	Wright Dr.
Pimlico Dr.	Tattenham Corner
Pine Ave.	Cumberland Dr.
Pine Ave.	"T" St.
Pine Ave. (westbound only)	"L" St.
Pine Ave.	Loma Dr.
Pine Ave.	Main St.
Pine Ave.	Neely Ave.
Pine Ave.	Oaklawn Dr.
Pine Ave.	Pecos St.
Pine Ave.	Peterson St.
Pine Meadow Dr.	Meadowpark Dr.
Pinemont Dr.	Springmont Dr.
Pinemont Dr.	Tremont Ave.
Pinewood Ct.	Pine Meadow Dr.
Pinion Ct.	Sunburst Dr.
Pioneer Cir. (both intersections)	Ranch Ave.
Pioneer Rd.	Ranch Ave.
Pioneer Rd.	Rio Pl.
Placid Ct.	Manor St.
Player Ct.	Trevino St.
Plaza St.	E. Circle Dr.
Pleasant Dr.	Bentwood Dr.
Pleasant Dr.	Eisenhower Dr.
Pleasant Dr.	Raymond Rd.
Pleasant Dr.	Waverly Dr.
Pliska Dr.	North Service Rd.
Polo Club Dr.	Bluebird Ln.
Polo Club Dr.	Polo Pkwy.

ON	AT
Polo Parkway	Lancashire Dr.
Poppy Dr.	Firewheel Rd.
Porterfield Rd.	Cooper Creek Rd.
Porterfield Rd.	Stonebridge Dr.
Potomac Pkwy.	Victory Pkwy.
Powell St.	Kansas Ave.
Powell St.	Louisiana Ave.
Powell St. (northern most intersection only)	Mariana Ave.
Prairie Rd.	Cattleman Dr.
Prairie Rd.	Cowboy Dr.
Prairie Ridge Dr.	Jadewood Dr.
Pratt St.	Carter Ave.
Pratt St.	Dakota Ave.
Pratt St.	Francis Ave.
Pratt St.	New Jersey St.
Pratt St.	Taylor Ave.
Preston Dr.	Aspen Dr.
Preston Dr.	Sunburst Dr.
Preston Dr.	Whittle Way
Preston Dr.	Wydewood Dr.
Princeton Ave.	Alpine St.
Princeton Ave.	Austin St.
Princeton Ave.	"B" St.
Princeton Ave.	Boeing Dr.
Princeton Ave.	Cessna Dr.
Princeton Ave.	"D" St.
Princeton Ave.	Delmar St.
Princeton Ave.	Denton St.
Princeton Ave.	"G" St
Princeton Ave.	Godfrey St.
Princeton Ave.	Idlewilde Dr.
Princeton Ave.	"J" St.
Princeton Ave.	"L" St.
Princeton Ave.	Maberry St.
Princeton Ave.	McDonald St.
Princeton Ave.	"N" St.
Princeton Ave.	Tarleton St.
Princeton Ave.	Ward St.
Princeton Ave.	Whitney Dr.
Princeton Ave.	Woodcrest Dr.
Purple Sage Trl.	Whitman Dr.
Purtis Creek Dr.	Blazing Saddle Blvd.
Pylant St.	Ohio Ave.
Queens Ct.	Sherwood Dr.
Quicksand Dr.	Mathis St.
Quicksand Dr.	Spence Dr.
Racquet Club Dr.	Cimmaron Dr.
Racquet Club Dr.	Neely Ave.
Radcliff Ct.	Greenbriar Dr.
Railea Ct.	Beal Pkwy.

ON	AT
Rain Lily Ln.	Escalara St.
Rain Lily Ln.	Firewheel Rd.
Rainbow Rd.	Idlewilde Dr.
Rainbow Rd.	Sunburst Dr.
Raiz Dr.	Laguna Meadows Tr.
Raiz Dr.	Pavilion Pkwy.
Ranch Ave.	Tin Tr.
Ranch Hand Dr.	Maverick Ln.
Randolph Ln.	Cowboy Dr.
Randolph Ln.	Ranch Hand Dr.
Rangers Ct.	Candlestick Dr.
Raymond Rd.	Anetta Dr.
Raymond Rd. (southernmost intersection)	Canyon Dr.
Reading Ave.	Stratton Dr.
Rebel Dr.	Cimmaron Ave.
Rebel Dr.	Godfrey St.
Red River Ln.	Cattleman Dr.
Red River Ln.	Cowboy Dr.
Redbud Ct.	Randolph Ln.
Redwood Run	Teakwood Trc.
Rees Ln.	Dengar Ave.
Rees Ln.	Neely Ave.
Reeves Cir.	Anetta Dr.
Regal Pl.	Everglade Ave.
Reo Dr.	Auburn Dr.
Republic Dr.	Brand Ln.
Republic Dr.	Rattler Ln.
Revere Pl.	Gallantry Ln.
Revolution Dr. (both intersections)	Brand Ln.
Rex Rd.	Brown Heart Ln.
Rex Rd.	George Yard Ln.
Rhett Dr.	Stonebridge Dr.
Rhett Dr.	Torrey Vista Dr.
Rhode Island Ave.	Camp St.
Rhode Island Ave.	Colorado St.
Rhode Island Ave.	Connell St.
Rhode Island Ave.	Johnston St.
Rhode Island Ave.	"L" St.
Rhode Island Ave.	McKenzie St.
Rhode Island Ave.	Moran St.
Rhode Island Ave.	Pratt St.
Ric Dr.	Bentwood Dr.
Ric Dr.	Edgewood Dr.
Ric Dr.	Stoneybrook Dr.
Ric Dr.	Storey Ave.
Richmond Dr. / Ct.	Castleford Rd.
Ridgeboro Ct.	Ridgefield Ct.
Ridgemont Pl.	Hereford Blvd.
Ridgemont Ct.	Heritage Blvd.
Ridgeway Rd.	Meadowside St.

ON	AT
Ridgeway Rd.	Sunnyvale St.
Ridglea Dr.	Cuthbert Ave.
Ridglea Dr.	Nobles Ave.
Ringo Ct	Carriage Rd.
Ringo Ct.	Draw Ct.
Rio Pl.	Carriage Rd.
Rio Pl.	Ranch Ave.
Rio Pl.	Stake Ave.
Rio Bravo St.	Ranch Ave.
Rio Bravo St.	Southwest St.
Rio Grande Ave.	Crowley Blvd.
Rio Grande Ave.	Frio Dr.
Rio Grande Dr.	Amistad Dr.
Rio Grande Dr.	Conroe St.
Riverfront Dr.	Wagner Dr.
Riverside Dr.	Brown Heart Ln.
Riverside Dr.	Holiday Hill Rd.
Riverside Dr.	Oak Valley Dr.
Robin Ln.	Oriole Dr.
Robin Hood Ct.	Sherwood Dr.
Rochester St.	Bankhead Hwy.
Rockwood Dr.	Tanforan Ave./Ct.
Rockylane Dr.	Leisure Dr.
Rodeo St.	Cerrillos Ave.
Rodeo St.	E. Mockingbird Ln.
Roosevelt Ave.	Mitchell St.
Roosevelt Ave.	Powell St.
Roosevelt Dr.	Crestview Rd.
Roosevelt Dr.	Edgewood Dr.
Roosevelt Dr.	Leddy Dr.
Roosevelt Dr.	McDonald Dr.
Roosevelt Dr.	Mercedes Dr.
Roosevelt Dr.	Raymond Rd.
Rope St.	Mockingbird Ln.
Rosemont Dr.	Sagemont Dr.
Rosemont Dr.	Tremont Ave.
Rosewood Dr.	Lemonwood Dr.
Rosewood Dr.	Northcrest Dr.
Rosewood Dr.	Oriole Dr.
Rosita Dr.	Alicia Ct.
Ruby Dr.	Canyon Dr.
Ruby Dr.	Raymond Rd.
Ruidoso Ct.	Mark Ln.
Russell Dr.	Norwood St.
Russell Dr. / Ct.	Stratton Dr.
Rustic Trail	Greentree Blvd. (at east and west intersections)
Sabine Dr.	Crowley Blvd.
Saddle Ct.	Burnett Ln.
Saddle Horn Ln.	Avalon Dr.

ON	AT
Saddle Horn Ln.	Longhorn Ln.
Sage St.	Hollandale Dr.
Sagebrush Rd.	Meadowside St.
Sagebrush Rd.	Sunnyvale St.
Sagemont Dr.	Pinemont Dr.
Sagemont Dr.	Tremont Ave.
Saguaro	Badland Blvd.
Saguaro	Inselberg St.
Salisbury Pl.	Trinity Dr.
Saltillo Ct.	Camino Reale
San Angelo St.	Louisiana Ave.
San Angelo St.	Michigan Ave.
San Angelo St.	Tennessee Ave.
San Antonio Ave.	Amistad Dr.
San Antonio Ave.	Conroe St.
San Antonio Ave.	Spence Dr.
San Bernard Dr.	Pedernales Dr.
San Carlos Ct.	San Clemente Dr.
San Clemente Dr.	Guadalupe St.
San Clemente Dr.	Llano Ct.
San Diego Ct.	Frio Dr.
San Francisco Ave.	Baca St.
San Francisco Ave.	Magellan St.
San Francisco Ave.	Rodeo St.
San Miguel Ave. / Ct.	Magellan St.
San Miguel Ave.	San Francisco Ave.
San Pedro	Briarwood Ave.
San Pedro	Frio Dr.
San Pedro Ct.	Camino Reale
San Saba Ave.	Crowley Blvd.
Sand Hill Cr.	Vista West Pkwy.
Sandelwood St.	Baumann Ave.
Sandelwood St.	Kansas Ave.
Sandpiper St.	Blazing Saddle Blvd.
Sands St.	Gulf Ave.
Sandstone Dr.	Green Tree Blvd
Sandstone Dr.	Sherwood Dr.
Santa Clara Dr.	Pavilion Pkwy.
Santa Clara Dr.	Stonebridge Dr.
Santa Clarita	Corona
Santa Clarita	San Pedro
Santa Rosa	Briarwood Ave.
Santa Rosa	Frio Dr.
Savoy Pl.	Mayfield Pl.
Savoy Pl.	Whitman Dr.
Scaled Quail Rd.	Valley Quail Rd.
Scenic Rd.	Meadowside St.
Scenic Rd.	Sunnyvale St.
Scharbauer Dr.	Main St.
Scottsboro Ln.	Rustic Tr.

ON	AT
Seaboard Ave.	Cessna Dr.
Seaboard Ave.	Godfrey St.
Seaboard Ave.	"H" St.
Seaboard Ave.	Huntington St.
Seaboard Ave.	"I" St.
Seaboard Ave.	"L" St.
Seaboard Ave.	Lanham St.
Seaboard Ave.	Mogford St.
Seaboard Ave.	"N" St.
Seaboard Ave.	Tarleton St.
Seaboard Ave.	Whitney Dr.
Seattle Slew Tr.	Sir Barton Pkwy.
Secor St.	Ohio Ave.
Secretariat St.	Affirmed Ave.
Secretariat St. (both intersections)	Sir Barton Pkwy.
Sedona	Frio Dr.
Seminole Dr.	Eisenhower Dr.
Semper Fidelis	Chelsea Pl.
Semper Fidelis	Fairfield Ln.
Sentinel Ave.	Alpine St.
Sentinel Ave.	Delmar St.
Sentinel Ave.	Denton St.
Sentinel Ave.	Tarleton St.
Sentinel Ave.	Upland St.
Sentinel Dr.	Maberry St.
Sentinel Dr.	Murray St.
Sentinel Dr.	Whitney Dr.
Sequoia St.	Green Tree Blvd.
Shady Oak Ct.	Teakwood Trace
Shadybrook Rd.	Meadowside St.
Shadybrook Rd.	Sage Brush Rd.
Shadylane Dr.	Bentwood Dr.
Shadyview Pl.	Tanforan Ave.
Shandon Ave.	Cimmaron Ave.
Shandon Ave.	Godfrey St.
Shandon Ave.	Lanham St.
Shandon Ave.	Loma Dr.
Shandon Ave.	Main St.
Shandon Ave.	Mogford St.
Shandon Ave.	Pecos St.
Shandon Ave.	Tarleton St.
Shandon Ave.	Ward St.
Shandon Ave.	Whitney Dr.
Shawnee	Pueblo
Shawnee	Wrangler Ln.
Shell Ave.	"C" St.
Shell Ave.	"D" St.
Shell Ave.	Godfrey St.
Shell Ave.	Huntington St.
Shell Ave.	"I" St.

ON	AT
Shell Ave.	"L" St.
Shell Ave.	"N" St.
Shell Ave.	McDonald St. (westernmost intersection)
Shell Ave.	Sparks St.
Shell Ave.	Tarleton St.
Shell Ave.	Upland St.
Sherwood Dr.	Oriole Dr.
Sherwood Dr.	Sandstone Dr.
Shirley Ln.	"D" St.
Shirley Ln.	Oaklawn Dr.
Shirley Ln.	Cumberland Dr.
Silverton Dr.	Gunnison Dr.
Silverton Dr.	Durango Dr.
Sinclair Ave.	"C" St.
Sinclair Ave.	Cessna Dr.
Sinclair Ave.	Culver Dr.
Sinclair Ave.	"D" St.
Sinclair Ave.	Godfrey St.
Sinclair Ave.	Holdridge Rd.
Sinclair Ave.	Hughes St.
Sinclair Ave.	Huntington St.
Sinclair Ave.	Lanham St.
Sinclair Ave.	Lindora Way / Woodcrest Dr.
Sinclair Ave.	McDonald St.
Sinclair Ave.	"N" St.
Sinclair Ave.	Northrup Drive
Sinclair Ave.	Pecos St.
Sinclair Ave.	Sparks St.
Sinclair Ave.	Tarleton St.
Sinclair Ave.	Upland St.
Sinclair Ave.	Ward St.
Sinclair Ave.	Wydewood Dr.
Sioux Ct.	Kanawha
Sir Barton Pkwy.	Alysheba Ln.
Sister Creek	Fall Creek
Sister Creek	Woodrose
Six Flags	Big Bend Country
Skyline Dr.	Haynes Ave.
Skyline Dr.	Northfield Dr.
Skyview Rd.	Meadowside St.
Skyview Rd.	Sunnyvale St.
Skywood Cr. (west intersection)	Meadowpark Dr.
Smith Rd. (both intersections)	Desta Dr.
Solomon Ln.	"A" St.
Solomon Ln.	Lamesa Rd.
Solomon Ln.	Stonebridge Dr.
Solana	Santa Clarita
Somerset Dr.	Expedition Dr.
South St.	Carver St.

ON	AT
South St.	Lamesa Rd.
Southampton Ln.	Newcastle Dr.
Southwest St.	Carriage Rd.
Sparhawk Dr.	Quail Ridge Rd.
Sparks St.	Country Club Dr.
Sparks St.	Humble Ave.
Sparks St.	Princeton Ave.
Sparrow St.	Firewheel Rd.
Sparrow St.	Swallow Way
Spartan Dr.	Fannin Ave.
Spartan Dr.	Neely Ave.
Spence Dr.	Canadian Ave.
Spence Dr.	Hilltop Dr.
Spence Dr.	Rio Grande Ave.
Spraberry Dr.	Anetta Dr.
Spraberry Dr.	Canyon/Devonian Dr.
Spraberry Dr.	Pleasant Dr.
Spraberry Dr.	Raymond Rd.
Spahn St.	Mile High Ln.
Spring Meadow Ln.	Meadowpark Dr.
Spring Meadow Ln.	Pine Meadow Dr.
Spring Park Dr.	Edwards St.
Springfield Ct.	Greenbriar Dr.
Springmont Dr.	Whittle Way
Springwood Ct.	Pine Meadow Dr.
Spruce Ave.	Carver St.
Spruce Ave.	Loma Dr.
Spruce Ave.	Main St.
Spruce Ave.	Neely Ave.
Spruce Ave.	Pecos St.
Spruce Ave.	Tyler St.
Spur Dr.	I-20 N. Frontage Rd.
Spur Dr.	Lone Star Ln.
Spur Dr.	Red River Ln.
Spyglass Cr.	Purple Sage Tr.
St. Andrews Dr.	Dentcrest Dr.
St. Andrews Dr. / Ct.	Godfrey St.
St. Andrews Dr.	Mark Ln.
St. Andrews Dr.	Norwood St.
Stacie Ave.	Holdridge Rd.
Stage Coach Ct.	Blue Sky St.
Stanolind Ave.	"D" St.
Stanolind Ave.	Godfrey St.
Stanolind Ave.	"H" St.
Stanolind Ave.	Huntington St.
Stanolind Ave.	"I" St.
Stanolind Ave.	"L" St.
Stanolind Ave.	Lanham St.
Stanolind Ave.	Mark Ln.
Stanolind Ave.	McDonald Dr.

ON	AT
Stanolind Ave.	Mogford St.
Stanolind Ave.	"N" St.
Stanolind Ave. (both "dead end" locations between "D" St. and "A" St.)	Stanolind Ave.
Stanolind Ave.	Tarleton St.
Stanolind Ave.	Wedgewood St.
Stanolind Ave.	Western Dr.
Stanolind Ave.	Whitney Dr.
Stanolind Ave.	Winfield Rd.
Starboard Dr.	Tradewinds Blvd.
Stellar Pl.	Godfrey St.
Stellar Pl.	Trinity Dr.
Sterling Pl.	Crowley Blvd.
Sterling Ct.	Heritage Blvd.
Stetson Dr.	Honeysuckle Ln.
Stewart Ave.	Shandon Ave.
Stewart Ave.	Tarleton St.
Stillmeadow Dr.	Fargo Ave.
Stillmeadow Dr.	Westminster Dr.
Stokes Ave.	Baird St. (westbound)
Stokes Ave.	Terrell St. (eastbound)
Stonebridge Dr.	Cerrillos Ave.
Stonebridge Dr.	Mockingbird Ln.
Stonebridge Dr.	Pavilion Pkwy.
Stonebridge Dr.	Solomon Ln.
Stonecrest	Hereford Blvd.
Stonecrest	Windrift
Stonefield Dr.	Stonebridge Dr.
Stonefield Dr.	Torrey Vista Dr.
Stoneleigh Rd.	Lancashire Rd.
Stonewall St.	Indiana Ave.
Stonewall St.	New York Ave.
Stoneybrook Dr.	Ric Dr.
Stoneybrook Dr.	Shadylane Dr.
Storey Ave.	Alpine St.
Storey Ave.	"B" St.
Storey Ave.	Bentwood Dr.
Storey Ave.	Bonham St.
Storey Ave.	"C" St.
Storey Ave.	"D" St.
Storey Ave.	Edgewood Dr.
Storey Ave.	"F" St.
Storey Ave.	"G" St.
Storey Ave.	Godfrey St.
Storey Ave.	"K" St.
Storey Ave.	Lanham St.
Storey Ave.	Maberry St.
Storey Ave.	Marienfeld St.
Storey Ave.	McDonald St.

ON	AT
Storey Ave.	Powell St.
Storey Ave.	Stoneybrook Dr.
Storey Ave.	Ward St.
Stratford Ct.	Kingston Dr.
Stratton Dr.	Lehigh Dr.
Stratton Dr.	St. Andrews Dr.
Stutz Dr.	Maxwell Dr.
Stutz Dr. / Ct.	Ward St.
Stutz Dr.	Whitney Dr.
Stutz Pl.	Lanham St.
Summit Ave.	Baird St. (westbound)
Summit Ave.	Belmont St.
Summit Ave.	Terrell St. (eastbound)
Sunburst Dr.	Preston Dr.
Sunburst Dr.	Sunshine Pkwy.
Suncrest Ave.	Dengar Ave.
Suncrest Ave.	McDonald St.
Sundance Pl.	Crowley Blvd.
Sundance Ct.	Heritage Blvd.
Sundown Cr.	Purple Sage Tr.
Sunmore Cr. (both intersections)	Sunburst Dr.
Sunny Stone Dr.	Daybreak Way
Sunnyside Dr.	Stonybrook Dr.
Sunnyside Dr.	Storey Ave.
Sunrise Way	Overshine Ln.
Sunset Blvd.	Michigan Ave.
Sunset Blvd.	Ohio Ave.
Sunshine Pkwy.	Idlewilde Dr.
Sunshine Pkwy.	Wydewood Dr.
Sun Tea Way	Daybreak Way
Sun Tea Way	Harvest Rain St.
Swallow Way	Monahans Rd.
Sweetbriar Dr.	Ric Dr.
Sweetbriar Dr.	Storey Ave.
Swenson St.	Rain Lily Ln.
Sycamore Ave.	Crestview Rd.
Sycamore Ave.	Holly Dr.
Tamarind Dr.	Melville Dr.
Tammy Cv.	Fredna Pl.
Tampico Dr.	Denton St.
Tampico Dr.	Monterrey Dr.
Tanforan Ave.	Oriole Dr.
Tanforan Ave.	Widener Strip
Tanglewood Dr.	Leisure Dr.
Tanner Dr.	Devonian Dr.
Tanner Dr.	Leddy Dr.
Tanner Dr.	McDonald St.
Tanner Dr.	Mercedes Dr.
Tanner Dr.	Raymond Rd.
Taos Rd.	Overshine Dr.

ON	AT
Tarleton St.	Cuthbert Ave.
Tarleton St.	Neely Ave.
Tarleton St.	Shandon Ave.
Tarleton St.	Storey Ave.
Taylor Ave.	Camp St.
Taylor Ave.	Jefferson St.
Taylor Ave.	Main St.
Taylor Ave.	Marshall St.
Taylor Ave.	Mineola St.
Taylor Ave.	Terrell St.
Teakwood Tr.	Oriole Dr.
Tejas	Shawnee
Telluride Dr./Ct.	Durango Dr.
Tennessee Ave.	Baird St.
Tennessee Ave.	"C" St.
Tennessee Ave.	Carrizo St.
Tennessee Ave.	Colorado St.
Tennessee Ave.	"D" St.
Tennessee Ave.	Dallas St.
Tennessee Ave.	E. Broadway St.
Tennessee Ave.	"F" St.
Tennessee Ave.	Fort Worth St.
Tennessee Ave.	"G" St.
Tennessee Ave.	Loraine St.
Tennessee Ave.	"L" St.
Tennessee Ave.	"M" St.
Tennessee Ave.	Main St.
Tennessee Ave.	Marienfeld St.
Tennessee Ave.	"N" St.
Tennessee Ave.	Terrell St.
Tennessee Ave.	W. Broadway
Tennessee Ave.	Weatherford St.
Terra Ct.	Brighton Pl.
Terrace Ave.	Lanham St.
Terrace Ave.	Maberry St.
Terrace Ave.	Mogford St.
Terrace Ave.	Neely Ave.
Terrace Ave.	Ward St.
Terrell St.	Cuthbert Ave.
Terrell St.	Gist Ave.
Terrell St.	Golf Course Rd.
Terrell St.	Hicks Ave.
Terrell St.	Illinois Ave.
Terrell St.	Louisiana Ave.
Terrell St.	Parker Ave.
Terrell St.	Taylor Ave.
Texas Ave.	Calhoun St.
Texas Ave.	Carver St.
Texas Ave.	Donald St.
Texas Ave.	Jackson St.

ON	AT
Texas Ave.	Lee St.
Texas Ave.	Tilden St.
Thames Ct.	Lancashire Rd.
Thomas Ave.	Crestview Rd.
Thomas St.	Ohio Ave.
Thomas Ave.	Raymond Rd.
Thomas Paine Rd.	Bunker Hill Rd.
Thomas Paine Rd.	Musket Dr.
Thomason Dr.	Beal Pkwy. / Illinios Ave.
Thomason Dr.	Tradewinds Blvd.
Thornridge Dr.	Leisure Dr.
Thornridge Dr.	Shadylane Dr.
Three Rivers Ln.	Riverfront Dr.
Three Rivers Ln.	Spahn St.
Thule Dr.	Bear Dr.
Thule Dr.	Pike Way
Tilden St.	Golf Course Rd.
Tilden St.	Illinois Ave.
Tilden St.	Indiana Ave.
Tilden St.	Orchard Ln.
Tilden St.	Wall St.
Timber Ln. / Ct.	Oakridge Dr.
Timberglen Pl./Cir.	Valwood Dr.
Timberwolf	Elkins
Torrey Vista Dr.	Solomon Ln.
Tower Rd. (both intersections)	Jordy Rd.
Tradewinds Blvd.	Deauville Blvd.
Travis Ave.	Crestview Rd.
Travis Ave.	Holly Dr.
Travis Ave.	Powell St.
Travis Ave. (both intersections)	Walker St.
Travis Ave.	Waverly Dr.
Travis Ave.	Williams St.
Tremont Ave.	Dentcrest Dr.
Tremont Ave.	Edgemont Dr.
Tremont Ave.	Mark Ln.
Tremont Ave.	Sagemont Dr.
Tremont Ave.	Whittle Way
Trennon Pl.	Crowley Blvd.
Trenton Dr.	Trobaugh Blvd.
Trenwood Dr.	Desert Rose Dr.
Trenwood Dr.	Solomon Ln.
Trevino St.	Crenshaw Dr.
Trevino St.	Graham Dr.
Trevino St.	Nicklaus St.
Trinity Ct.	Greenbriar Dr.
Trinity Dr.	Godfrey St.
Trinity Dr.	Milbrook Pl.
Trinity Dr.	Wedgewood St.
Trinity Meadows Dr.	Fieldcrest Ln. / Meadowridge Ln.

ON	AT
Trinity Meadows Dr.	Skyline Dr.
Trinity Meadows Pl.	Northfield Dr.
Trinity Meadows Pl.	Skyline Dr.
Truman St.	Delano Ave.
Truman St.	Franklin Ave.
Truman St.	Kessler Ave.
Truman St.	Mariana Ave.
Turtle Creek Rd.	Pedernales Dr.
Twin Springs	Barking Rock
Tyler St.	California Ave. (east and west intersections)
Tyler St.	Chestnut Ave.
Tyler St.	Cottonwood Ave.
Tyler St.	Cowden Ave.
Tyler St.	Cuthbert Ave.
Tyler St.	Dormard Ave.
Tyler St.	Estes Ave.
Tyler St.	Garden Ln.
Tyler St.	Golf Course Rd.
Tyler St.	Hamby Ave.
Tyler St.	Illinois Ave.
Tyler St.	Indiana Ave.
Tyler St.	Industrial Ave.
Tyler St.	Jax Ave.
Tyler St.	Jefferson St.
Tyler St.	Magnolia Ave.
Tyler St.	Missouri Ave.
Tyler St.	New York Ave.
Tyler St.	Nobles Ave.
Tyler St.	Oak Ave.
Tyler St.	Orchard Ln.
Tyler St.	Parker Ave.
Tyler St.	Pine Ave.
Tyler St.	South Ln.
Tyler St.	Texas Ave.
Tyler St.	Wall St.
Tyler St.	Walnut Ln.
Tyler St.	Washington Ave.
U.S. 80 Service Rd.	County Rd. 1162
U.S. 80 Service Rd.	Elkins Rd.
U.S. 80 Service Rd.	Todd Rd.
Unbridled Tr.	Sir Barton Pkwy.
Upland St.	Baumann Ave.
Upland St.	Bedford Ave.
Upland St.	Cuthbert Ave.
Upland St.	Kansas Ave.
Upland St.	Louisiana Ave.
Upland St.	Michigan Ave.
Upland St.	Ohio Ave.
Upland St.	Princeton Ave.

ON	AT
Upland St.	Storey Ave.
Valley Dr.	Haynes Ave.
Valley Dr.	Skyline Dr.
Valley View St.	Daybreak Way
Valor Ct.	Valor Ln.
Valor Ln.	Arlington Rd.
Valor Ln.	Pentagon Rd.
Val Verde Dr.	Sandstone Dr.
Valwood Dr.	Tanforan Ave.
Vanguard Rd.	Arlington Rd.
Vanguard Rd.	Bunker Hill Rd.
Vanguard Rd.	Founders Rd.
Vanguard Rd.	Victory Pkwy.
Ventnor Ave.	Boardwalk
Ventnor Ave.	Carver St.
Ventura Ave.	"I" St.
Ventura Ave.	"L" St.
Verde Glen Ct.	Bent Tree Tr. (both intersections)
Vermont Ave.	Pacific Ave.
Versailles Dr.	Burchill Dr.
Versailles Dr.	Devonian Dr.
Versailles Dr.	Eisenhower Dr.
Versailles Dr.	Meadow Dr.
Victory Pkwy.	Arlington Rd.
Victory Pkwy.	Crown Point Ct.
Vine Pl.	Franklin Ave.
Virginia Ave.	Pacific Ave.
Vista Ridge Rd.	Meadowside St.
Vista Ridge Rd.	Sunnyvale St.
Vista West Pkwy.	Bluebird Ln.
Vista West Pkwy.	Caldera Blvd.
Vista West Pkwy.	Purple Sage Trl.
Viva Max Dr.	McPherson Ln.
Viva Max Dr.	Thomas Paine Rd.
W. Broadway St.	Cuthbert Ave.
W. Broadway St.	Harvard Ave.
W. Broadway St.	Louisiana Ave.
W. Broadway St.	Michigan Ave.
W. Broadway St.	Storey Ave.
W. Circle Dr.	Delano Ave.
W. Circle Dr.	Franklin Ave.
W. Circle Dr.	Roosevelt Ave.
W. Industrial Loop	Industrial Ave.
Wagner Dr./St.	Legends Blvd.
Wagner Dr.	Three Rivers Ln.
Wagon Ct.	Husk St.
Walcott Ave.	Loraine St.
Walcott Ave.	Main St.
Walcott Ave.	Whitaker St.
Wall St.	Carver St.

ON	AT
Wall St.	Lee St.
Wall St.	Loraine St.
Wall St.	Tilden St.
Walnut Ln.	Carver St.
Walnut Ln.	Fairgrounds Rd.
Walnut Ln.	Lincoln St.
Walnut Ln.	Terrell St.
Walton Ave.	Pecos St.
Ward St.	Auburn Dr.
Ward St.	Cuthbert Ave.
Ward St.	Fannin Ave.
Ward St.	Haynes Ave.
Ward St.	Haynes Dr.
Ward St.	Louisiana Ave.
Ward St.	Michigan Ave.
Ward St.	Neely Ave.
Ward St.	Ohio Ave.
Ward St.	Princeton Ave.
Ward St.	Sentinel Dr.
Warehouse Rd.	Industrial Ave.
Washington Ave.	"B" St.
Washington Ave.	Benton St.
Washington Ave.	"C" St.
Washington Ave.	Carver St.
Washington Ave.	Clay St.
Washington Ave.	"D" St.
Washington Ave.	"F" St.
Washington Ave.	"G" St.
Washington Ave.	"L" St.
Washington Ave.	Lee St.
Washington Ave.	Madison St.
Washington Ave.	Main St.
Washington Ave.	Mann St.
Washington Ave.	McGarvey St.
Washington Ave.	"N" St.
Washington Ave.	Pecos St.
Washington Ave.	Stonewall St.
Washington Ave.	Tilden St.
Washington Ave.	Webster St.
Washita	Choctaw
Washita	Fairgrounds Rd.
Washita	Kanawha
Washita	Shawnee
Watson Ct.	Crenshaw Dr.
Watson St.	Cuthbert Ave.
Watson St.	Pecos St.
Waukomis Pl.	Navajo
Waurika Pl.	Navajo
Waverly Dr.	Anetta Dr.
Waverly Dr.	Raymond Rd.

ON	AT
Wayside Dr.	Taylor Ave.
Weatherford St.	Cuthbert Ave.
Weatherford St.	Golf Course Rd.
Weatherford St.	Hamby Ave.
Weatherford St.	Hicks Ave.
Weatherford St.	Indiana Ave.
Weatherford St.	Jax Ave.
Weatherford St.	Kansas Ave.
Weatherford St.	Kentucky Ave.
Weatherford St.	Louisiana Ave.
Weatherford St.	Michigan Ave.
Weatherford St.	Mississippi Ave.
Weatherford St.	New Jersey Ave.
Weatherford St.	New York Ave.
Weatherford St.	Parker Ave.
Weatherford St.	Pennsylvania Ave.
Weatherford St.	Taylor Ave.
Weatherford St.	Washington Ave.
Webster St.	Indiana Ave.
Webster St.	New York Ave.
Webster St.	Pennsylvania Ave.
Wedgewood Ct.	Godfrey St.
Wedgewood St.	Godfrey St.
Wedgewood St.	Gulf Ave.
Wedgewood St.	Humble Ave.
Wedgewood St.	Hyde Park Ave.
Wedgewood St.	Neely Ave.
Wedgewood St.	Shell Ave.
West Wind Ct.	Bent Tree Tr.
Westcliff Dr.	Douglas Ave.
Westcliff Dr.	Princeton Ave.
Western Dr.	Golf Course Rd.
Western Dr.	Neely Ave.
Western Dr.	Stanolind Ave.
Westin Dr.	Pavilion Pkwy.
Westminister Dr.	Fargo Ave.
Westminster Dr.	Norwood St.
Westmont Ct.	Whittle Way
Westview Dr.	Bluebird Ln. (northbound)
Westview Dr.	Southridge Ct.
Westwind Dr.	Nassau Dr.
Westwind Dr.	Shell Ave.
Wewoka Pl.	Navajo
Whitaker St.	Cuthbert Ave.
Whitaker St.	Kansas Ave.
White Horse Cv.	Berkeley Trail
Whitman Dr.	Bluebird Ln.
Whitney Dr.	Haynes Dr.
Whitney Dr.	Maxwell Dr.
Whitney Dr.	Moss Ave.

ON	AT
Whitney Dr.	Neely Ave.
Whitney Dr.	Sentinel Dr.
Whittle Way	Preston Dr.
Whittle Way	Sunshine Pkwy.
Whittle Way	Tremont Ave.
Wichita Ct.	Pedernales Dr.
Willeys Ave.	Calhoun St.
Willeys Ave.	Jackson St.
Willeys Ave.	Jesse St.
Willeys Ave.	Tilden St.
Willingham Dr.	Manor St.
Willingham Dr.	McDonald St.
Willowood Dr.	Leisure Dr.
Wilshire Dr.	Eisenhower Dr.
Wilshire Dr.	Graceland Dr.
Wilshire Dr.	Parkdale Dr.
Wimberley Spring Ct.	Spence Dr.
Windecker St.	La Force Blvd.
Windecker St.	Sloan Field Blvd.
Windecker St.	Wright Dr.
Windhaven Dr.	Deauville Blvd.
Windhaven Dr.	Tradewinds Blvd.
Windridge Cir.	Mockingbird Ln. (both intesections)
Windrift	Crowley Blvd.
Winfield Rd.	"H" St.
Winfield Rd.	Humble Ave.
Winfield Rd.	"I" St.
Winfield Rd.	"L" St.
Winfield Rd.	Seaboard Ave.
Wolcott Ave.	Baird St.
Wolcott Ave.	Terrell St. (eastbound)
Wolcott Ave.	Main St.
Wood Dr.	Oriole Dr.
Wood Dr.	Valwood Dr.
Woodbar Ct.	Northcrest Dr.
Woodcrest Dr.	Cuthbert Ave.
Woodcrest Dr.	Princeton Ave.
Woodcrest Dr.	Ric Dr.
Woodcrest Dr.	Sinclair Ave.
Woodcrest Dr.	Storey Ave.
Woodhaven Ct.	Skyline Dr.
Woodhaven Dr.	Skyline Dr.
Woodhollow Dr.	Briarpath Dr.
Woodhollow Dr.	Hilltop Dr. / Lemonwood Dr.
Woodhollow Dr.	Mathis St.
Woodhollow Dr.	Northcrest Dr.
Woodhollow Dr.	Oriole Dr.
Woodland Park Ave.	"A" St.
Woodland Park Ave.	Breckenridge Dr.
Woodland Park Ave.	Gunnison Dr.

ON	AT
Woodlawn Dr.	Gulf Ave.
Woodlawn Dr.	Stanolind Ave.
Woodrose	Barking Rock
Wrangler Ln.	Lone Star Ln.
Wright Dr.	Sloan Field Blvd.
Wyatt Way	Stake Ave.
Wydewood Dr.	Dengar Dr.
Wydewood Dr.	Dentcrest Ave.
Wydewood Dr.	Everglade Ave.
Wydewood Dr.	Neely Ave.
Wydewood Dr.	Sinclair Ave.
Wylea Cv.	Lindora Way
Yellow Rose Ct.	Buffalo Gap
Yorkshire Dr.	Sherwood Dr.
Yorkshire Dr.	Widener Strp.

SECTION TWO. That the Traffic Engineer is hereby authorized and directed to erect and install appropriate signs and markings at the designated locations in conformance with the State Highway Department's Manual and Specifications, indicating and carrying out the provisions 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 hundred dollars ($200.00).

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., 2024; 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., 2024, at a regular meeting of the City Council:

Council members voting "AYE":

Council members voting "NAY":

PASSED AND APPROVED THIS _____ day of _____, A.D., 2024.

_____
Lori Merritt Blong, Mayor

ATTEST:

_____
Marcia Bentley-German, City Secretary

APPROVED AS TO CONTENT
AND COMPLETENESS:

_____
Gabe McClelland, Engineering Services Director

APPROVED ONLY AS TO FORM:

_____
John Ohnemiller, City Attorney